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Joint Research and Development Agreement (AI)

This Joint Research and Development Agreement (hereinafter "Agreement") is made between Company X (hereinafter "Party A") and Company Y (hereinafter "Party B") for the development of a Trained Model and a Linkage System, as defined in Article 2 below.

NOW IT IS HEREBY AGREED as follows:

Article 1 (Purpose)

Parties A and B shall work together to conduct research and development (hereinafter the "Joint R&D") of the following:

(i) Subject of Joint R&D: Development of a Trained Model and a Linkage System to apply Party A's human pose estimation AI technology (AI technology for marker-less pose estimation of a human body in a video or still image) to Party B's sophisticated camera system for monitoring elderly care recipients in nursing homes.

(ii) Purpose of Joint R&D (hereinafter "the Purpose"): Development and commercialization of said camera system that uses said Trained Model and Linkage System.

Article 2 (Definitions)

(1) As used herein, the following terms shall have the following meanings:

(i) Data

Data shall mean records that are made in electronic, magnetic or any other form and used in information processing on a computer.

(ii) Relevant Data

Relevant Data shall mean the data described in "2. Description of Relevant Data" of Exhibit (1).

(iii) Program for Training

A Program for Training shall mean a program that uses a Training Data Set to generate Trained Parameters.

(iv) Trained Parameter

A Trained Parameter shall mean a parameter (coefficient) that is generated by inputting a Training Data Set to the Program for Training.

(v) Training Data Set

A Training Data Set shall mean a set of data that is created by shaping or processing Relevant Data for use in the Joint R&D.

(vi) Trained Model

A Trained Model shall mean a trained model (a program that contains Trained Parameters to provide a particular function) to be developed in the Joint R&D.

(vii) Reuse Model

A Reuse Model shall mean a trained model that is newly generated by the use of the Trained Model.

(viii) Y System

A Y System shall mean a system that works to transmit video data and to process or display outputs from the Trained Model.

(ix) Monitoring Camera system

A Monitoring Camera system shall mean a camera system composed of the Trained Model and the Y System used to monitor elderly care recipients in nursing homes.

(x) Linkage System

A Linkage System shall mean a system for linking the Trained Model and the Y System via API.

(xi) Documents

The Documents shall include specifications and other documents related to the Linkage System.

(xii) Intellectual Property

Intellectual property shall mean inventions, devices, designs, works of authorship and other property that is produced through creative activities by human beings (including discovered or elucidated laws of nature or natural phenomena that are industrially applicable), trade secrets and other technical or business information that is useful for business activities.

(xiii) Intellectual Property Right

An intellectual property right shall mean a patent right, a utility model right, a design right, a copyright, and any other right that is stipulated by laws and regulations on intellectual property (including a right to patent, a right to utility model registration, and a right to design registration).

(xiv) Deliverables

The Deliverables shall include the Trained Model, the Linkage System, and the Documents.

(xv) Personal Information

Personal Information shall mean "personal information" and "personal data" specified in paragraphs (1) and (6), respectively, of Article 2 of the Personal Information Protection Act (the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003)).

(xvi) In Written Form

In a writing, or alternatively, in an electronic form, which is separately agreed on by both Parties.

Article 3 (Party's Roles)

(1) In accordance with the terms and conditions set forth herein, Parties A and B shall work together to carry out in good faith their respective tasks specified in "5. Tasks" of Exhibit (1) (hereinafter "Party A's tasks" and "Party B's tasks").

(2) For the purpose of the Joint R&D, each Party shall set up an organization, details of which are described in "4. Work organizations" of Exhibit (1).

Article 4 (Payment of Commission Fees)

(1) The remuneration for Party A's tasks shall be as specified in "9. Commission fees" of Exhibit (1).

(2) Party B shall pay the fees for Party A's tasks in accordance with "10. When and how to pay commission fees" of Exhibit (1).

Article 5 (Work Period)

The period for the Joint R&D shall be specified in "7. Work period" of Exhibit (1).

Article 6 (Obligations of Parties)

(1) Party A shall be under obligation to carry out its tasks with the due care of a prudent manager, based on general technical knowledge in the industry about information processing technology.

(2) Party A shall be under no obligation to complete the Deliverables and does not guarantee that the Deliverables will solve a problem, bring about an improvement or produce a particular outcome in Party B's business.

(3) Party A shall not be liable for any trouble (including trouble attributable to Relevant Data or the Monitoring Camera System, that is developed by Party B outside the scope of this Agreement) in connection with the Joint R&D, unless such trouble is entirely attributable to the Linkage System.

(4) Party B shall be under obligation to carry out its tasks with the due care of a prudent manager, and in accordance with its position as a provider of Relevant Data and know-how for joint development, as well as general technical knowledge in the industry about nursing care business and surveillance camera systems.

Article 7 (Appointment of Leaders and Liaison & Consultation Meeting)

(1) To carry out the Joint R&D smoothly, each Party shall appoint its Leader and give notification in Written Form to the other Party immediately after the execution of this Agreement. If a Leader is replaced, said Party shall immediately give notification in Written Form to the other Party.

(2) Each Party shall receive or send requests or instructions concerning the implementation of the Joint R&D from/to the other Party through its Leader.

(3) To carry out the Joint R&D smoothly, the Leaders shall periodically hold a meeting at which

the Parties check the progress and discuss any problems and solutions thereof, and other important matters. The details, including the frequency of meetings, shall be specified in "6. Liaison & Consultation Meeting" of Exhibit (1). However, if the need arises, a Party may at any time and by explaining the reason for it, request of the other Party to hold a Liaison & Consulting Meeting.

Article 8 (Recommission)

(1) Party A may reassign part of its tasks to a third party (hereinafter "Subcontractor") if Party B gives prior consent in Written Form.

(2) When reassigning the Subcontractor to perform tasks of the Joint R&D in accordance with the preceding paragraph, Party A shall place said Subcontractor under the same obligations specified herein, with which Party A itself must comply.

(3) Party A shall be held liable for any loss or damage incurred in the course of the tasks performed by the Subcontractor in the same manner as when Party A performs the tasks by itself, unless it is due to a cause attributable to Party B. However, Party A shall not be liable in connection with the tasks for which the Subcontractor is designated by Party B, unless the loss or damage is caused by Party A's willful act or gross negligence.

Article 9 (Changes to Agreement)

(1) A change to this Agreement may only be made by separately executing an amendment agreement in Written Form after prior consultation about said changes between the Parties.

(2) Recognizing the possibility that matters agreed by the Parties (including but not limited to the objects to be developed, the period for development, and the costs) may be subject to change, one Party shall immediately accept a request for consultation from the other Party about a change to this Agreement.

(3) Both Parties shall discuss in good faith what the change is about, whether or not to make the change, and the effect of said change on the fees, deadlines, etc.

Article 10 (Provision of Deliverables and Completion of Tasks)

(1) By the deadline for provision of the Deliverables specified in "8. Completion of tasks" of Exhibit (1), Party A shall provide the Linkage System by loading its source code onto Party B's server and provide the Documents to Party B in PDF format. The Trained Model shall be

made available from Party A's server via API during a period for confirmation by Party B specified in "8. Completion of tasks" (hereinafter the "Confirmation Period").

(2) Party B may use the API-based environment provided by Party A under the preceding paragraph, only for the confirmation of the Deliverables as specified in the succeeding paragraph.

(3) Within the Confirmation Period, Party B shall confirm that the source code of the Linkage System and the Documents have been provided and outputs from the Trained Model have been received through the Linkage System. Then, Party B shall notify Party A of the completion of confirmation in the way specified by Party A (including notification sent by email).

(4) The confirmation by Party B shall be deemed to have been completed when Party B gives notification to Party A as specified in the preceding paragraph. Even without the notification given by Party B, the confirmation by Party B shall be deemed to have been completed at the expiration of the confirmation period if Party B does not express an objection, giving a specific reason, in Written Form during said period.

Article 11 (Relevant Data)

(1) Party B shall provide Relevant Data to Party A in accordance with "2. Description of Relevant Data" in Exhibit (1).

(2) Party B shall provide, disclose or lend (hereinafter collectively "Provide") materials, equipment, facilities etc. (hereinafter collectively "Materials") that are reasonably needed for the Joint R&D if Party A makes a request and Party B agree to provide them.

(3) Party B shall give a guarantee that it is duly authorized to Provide Party A with Relevant Data and Materials (hereinafter collectively "Relevant Data Etc."), and that such provision is not against the law.

(4) Party B gives no guarantee of accuracy, integrity, validity, usefulness, or safety of Relevant Data Etc., unless otherwise specified herein.

(5) If there is an error in Relevant Data Etc. provided by Party B (including the insufficiency of data, in terms of data items or quantity specified in "2. Description of Relevant Data" of

Exhibit (1)) or there is a delay in said Provision, Party A shall not be liable for any delay in completion of the development, non-conformity, etc. caused by said error or delay.

(6) Party A shall have no obligation or responsibility to confirm or verify the accuracy, integrity, validity, usefulness, or safety of Relevant Data Etc.

Article 12 (Use and Management of Relevant Data)

(1) Party A shall manage and maintain Relevant Data with the due care of a prudent manager and shall not disclose, provide or leak it to a third party (except the Subcontractor provided for in Article 8) without prior consent of Party B in Written Form.

(2) Party A may not use, reproduce or modify Relevant Data for any purpose other than that of carrying out the Joint R&D, without obtaining prior consent of Party B in Written Form. Relevant Data may only be used, reproduced and modified to the extent reasonably necessary for the purpose of carrying out the Joint R&D, unless otherwise specified in Exhibit (1).

(3) Party A may only disclose or provide Relevant Data to its directors and employees who need to know it in order to carry out the Joint R&D. If disclosed or provided, said directors and employees shall have the same obligations as those of Party A specified in this article during and after the period of employment.

(4) Party A may disclose or provide such a part of Relevant Data as required by law to a recipient specified by law, provided that Party B is notified in advance, wherever possible.

(5) Party A shall destroy media on which Relevant Data (including reproduced information and modified information that contains in whole or in part the Relevant Data (except the Training Data Set), the same applies in this paragraph) is recorded or return them to Party B, as instructed by Party B, and delete Relevant Data from all electromagnetic media under the management of Party A, if Party A's tasks are completed, this Agreement expires or is terminated, or Party B makes a request for the destruction of Relevant Data. However, Party A may retain Relevant Data to the extent needed for the purpose provided for in paragraph (2) of this article. Party B may ask Party A to provide a document that proves the destruction or deletion of Relevant Data.

(6) Party A shall ensure that the provision of Relevant Data does not result in Party B's

Intellectual Property Rights being assigned, transferred or licensed, unless otherwise specified herein.

(7) The provisions in this article, except the preceding paragraph, shall continue in force for a period of three years after the expiration or termination of this Agreement.

Article 13 (Handling of Training Data Set)

(1) Party A shall be under no obligation to disclose the Training Data Set, which is generated by Party A in the course of the Joint R&D, to Party B.

(2) Party A shall not use the Training Data Set or disclose it to a third party for other purpose than that of carrying out the Joint R&D.

(3) Party A shall destroy media on which the Training Data Set (including reproduced information and modified information that contains in whole or in part the Training Data Set) is recorded, and delete the Training Data Set from all electromagnetic media under the management of Party A, if Party A's tasks are completed, this Agreement expires or is terminated, or Party B makes a request for the destruction of the Training Data Set.

(4) The preceding two paragraphs shall not apply if the Parties conclude an agreement on the use of the Deliverables.

Alternative option to paragraph (2) of Article 13: If there is no limit on intended use of Training Data Set

(2) Party A shall not use the Training Data Set for other purpose than that of carrying out the Joint R&D or of improving AI technology held or developed by Party A. Party A shall not disclose the Training Data Set to a third party.

Article 14 (Handling of Confidential Information)

In the course of performing the Joint R&D, whenever Party A or B (hereinafter the "Receiving Party") receives information (except Relevant Data) from the other Party (hereinafter the "Disclosing Party") about its technology, business and other activities, and which corresponds to any category listed below (hereinafter "Confidential Information"), the Receiving Party shall handle said "Confidential Information" as confidential and shall not disclose, provide or leak it to a third party (except the Subcontractor provided for in Article 8) without prior written consent of the Disclosing Party. As used herein, "Confidential Information" refers to the

following categories:

(i) Information that is designated in Written Form as a secret at the time of disclosure, or
(ii) Information that is designated orally at the time of disclosure as a secret and the detail of which is identified in Written Form within [●] days after the disclosure. This information shall be treated as Confidential Information until [●] days have elapsed from the date of disclosure, or the day when the Disclosing Party gives written notification of its intention not to treat it as Confidential Information, whichever is earlier.

(2) Notwithstanding the preceding paragraph, such information as specified in one of the following shall not be considered confidential:

(i) Information that is already publicly known at the time of the Disclosure,
(ii) Information that becomes publicly known for reasons not attributable to the Receiving Party after the Disclosure,
(iii) Information the Receiving Party legitimately obtains from a third party who is duly authorized to disclose or provide it, with no obligation of confidentiality,
(iv) Information the Receiving Party already owns in a legitimate manner at the time of the Disclosure, and
(v) Information the Receiving Party gains or creates by itself, without use of the information disclosed or provided by the Disclosing Party.

(3) Unless otherwise specified herein, one Party may not use, reproduce or modify Confidential Information for any purpose other than that of carrying out the Joint R&D, without obtaining prior consent of the other Party in Written Form. Confidential Information may only be used, reproduced and modified to the extent reasonably necessary for the purpose of carrying out the Joint R&D.

(4) Paragraphs (3) to (6) of Article 12 shall apply mutatis mutandis to the handling of Confidential Information. In this case, "Relevant Data," "Party A," and "Party B" shall be deemed to be replaced with "Confidential Information," "the Receiving Party," and "the Disclosing Party," respectively.

(5) This article represents the entire and complete agreement between both Parties with respect to the Confidential Information and shall supersede all other suggestions and comments concerning the subject matter of this article, whether written (including any agreements concluded by the Parties before the execution of this Agreement) or oral, communicated between the Parties.

(6) The provisions in this article shall continue in force for a period of three years after the expiration or termination of this Agreement.

Article 15 (Publication of Results)

(1) Parties A and B may disclose, announce, or publicize the information specified in Exhibit (2) (Information to Publicize) at a time agreed on by the Parties, as a fact that the Joint R&D has started, provided that they shall comply with the obligations of confidentiality specified in the preceding Article.

(2) Parties A and B may disclose, announce, or publicize the results of the Joint R&D (hereinafter "Publication of Results") provided that they shall comply with the obligations of confidentiality specified in the preceding article and with the provision in the succeeding paragraph.

(3) One Party shall notify the other Party of the results of the Joint R&D in writing not later than 30 days before the intended date of the Publication of Results and both Parties shall decide what and how they disclose, announce, or publicize.

Article 16 (Provision of Personal Information)

(1) Each Party shall give a guarantee that it is duly authorized to disclose Confidential Information to the other Party, and that such provision is not against the law.

(2) Party B shall guarantee to use procedures required by the Personal Information Protection Act when providing Party A with Personal Information in the course of the Joint R&D.

(3) When providing Party A with Personal Information in the course of the Joint R&D, Party B shall clearly state so in advance.

(4) When Personal Information is provided in accordance with the preceding paragraph, Party A shall comply with the Personal Information Protection Act and take measures necessary to manage the Personal Information.

Article 17 (Ownership of Copyrights to Deliverables Etc.)

(1) All copyrights (including the rights specified in Articles 27 and 28 of the Copyright Act, the

same applies hereinafter) to the Deliverables and Intellectual Property that arises in the course of the Joint R&D (hereinafter collectively "Deliverables etc.") shall belong to Party A, unless otherwise held by Party B or a third party. However, ownership of the copyright in the Linkage System and the Documents shall be transferred to Party B upon the payment of commission fees.

(2) No Party shall enforce its moral rights against the other Party or a third party who legitimately acquires or succeeds to the Party's rights, in connection with the use of the Deliverables etc. under this Agreement or an Agreement on Use, which may separately be executed between the Parties.

(3) Notwithstanding paragraph (1) above, if paragraph (1) (ii) or (iii) of Article 25 hereof applies to Party A, Party B may ask Party A to assign the intellectual property rights specified in paragraph (1) above to Party B or a third party designated by Party B without charge, and to grant a free license to use some of Party A's intellectual property rights for an indefinite period of time as well as to take necessary measures if such rights are needed for the use of said assigned IP rights.

Article 18 (Ownership of Patent Right etc. to Deliverables Etc.)

(1) A patent or any other Intellectual Property Right (except a copyright, hereinafter "Patent Right Etc.") to the Deliverables etc. shall be owned by the Party to which the creator of the Deliverables etc. belongs.

(2) A Patent Right etc. to the Deliverables etc. that are created jointly by Parties A and B shall be owned jointly by the Parties (the percentage of ownership shall depend on the degree of contribution). One Party may use the jointly owned Patent Right etc. by itself without obtaining consent from the other Party and with no obligation to pay a fee to the other Party. However, one Party shall obtain consent from the other Party when granting a third party a license to use said right.

(3) For the joint ownership of a Patent Right etc. under the preceding paragraph, Parties A and B shall carry out a procedure needed for the acquisition of an employee invention (in accordance with an adequate system for employee invention such as rules and a procedure for assignment).

(4) When intending to file an application for a Patent Right etc. to an invention obtained in

the course of the Joint R&D, one Party shall notify the other Party of its intention in advance in Written Form. If the inventor Party considers the invention to be a Single-Party Invention, this Party shall give the other Party a statement to that effect and a reason for it, together with the notification.

Article 19 (Conditions for Use of Deliverables Etc.)

(1) The conditions for the use of the Deliverables shall be set forth in an Agreement on Use that will be separately executed between the Parties. In the event of the provisions resulting in a conflict between the Agreement on Use and this Agreement, those in the Agreement on Use shall prevail.

(2) Party B shall grant a free, non-exclusive license to Party A to use the Linkage System and the Documents for the purposes of the Joint R&D, subsequent maintenance, operation, and additional training.

Article 20 (Prohibited Matters)

Party B shall not perform any of the following acts using the Deliverables, unless otherwise specified herein:

- (i) Extraction of the source code by means of reverse engineering, decompilation, disassembly or other methods,
- (ii) Generation of a Reuse Model,
- (iii) Generation of a new Trained Model by using, in combination, data input into the Trained Model and data output from the Trained Model, and
- (iv) Any other act comparable to the preceding items.

Article 21 (No Guarantee)

(1) Party A gives Party B no guarantee that the use of the Deliverables will not infringe a third party's Intellectual Property Right, such as a patent, utility model, design, copyright, etc.

(2) If a third party files a claim against Party B for infringement of any of the rights specified in the preceding paragraph, in connection with the use of the Deliverables (including but not limited to a situation where a lawsuit is filed), Party B shall notify Party A of this fact and upon request from Party B, Party A shall make an effort to provide information needed for Party B's defense in the lawsuit.

Article 22 (Compensation for Damages)

(1) If one Party incurs damage in connection the implementation of this Agreement for reasons attributable to the other Party, the former may file a claim for damages against the other Party. However, after [●] months following the completion of the tasks, such claim may not be filed.

(2) The scope of damages covered by Party A shall be limited to direct and ordinary damages actually incurred by Party B, regardless of what the grounds for claim may be, such as a failure to fulfill obligations, liability for contractual non-conformity, infringement of Intellectual Property Right, unjust enrichment, or an act of tort. Party A shall not be liable for special damages including lost profits, regardless of whether they are foreseen by Party A or reasonably foreseeable.

(3) If Party A is liable for damages incurred by Party B based on paragraph (1) of this article, the total amount of damages shall be not more than the amount of commission fees specified herein.

(4) The preceding two paragraphs shall not be applicable if Party A commits a willful act or gross negligence.

Article 23 (Use of Third-party Software)

(1) To use a software program to which a third party has a copyright (hereinafter "Third-party Software) as part of the Deliverables in the course of the Joint R&D, Party A shall make a proposal to Party B on the use of the Third-party Software that includes adequate information about conditions for licensing, functions, vulnerability etc. of the Third-party Software.

(2) Notwithstanding the other provisions hereof, Party A does not guarantee that the Third-party Software does not infringe someone's copyright or other rights or does not contain a non-conforming element. Party A shall assume no liability unless Party A does not inform Party B about any infringement or non-conformity knowingly or by gross negligence, when making a proposal on the use of the Third-party Software as specified in paragraph (1).

Article 24 (No Assignment)

No Party shall allow a third party to succeed to its contractual status hereunder, assign or transfer part or all of its rights and obligations hereunder to a third party, or pledge them as collateral without obtaining prior consent in Written Form from the other Party.

Article 25 (Termination)

(1) Either Party may immediately cancel all or part of this Agreement without sending the other Party a letter of demand, in the event of any of the following:

- (i) If the other Party commits gross negligence or breach of faith,
- (ii) If the other Party admits its inability to pay debts generally as such debts become due, or if a petition is filed by or against the other Party for the institution of proceedings for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation, as well as for attachment, provisional attachment or auction sale of the other Party's assets.
- (iii) If the other Party has its transactions suspended by a clearinghouse, or
- (iv) If there are other material grounds, comparable to those in the preceding items, that make it difficult to continue this Agreement.

(2) Either Party may cancel all or part of this Agreement if the other Party breaches any of the provisions of this Agreement and fails to cure such default within a reasonable period after its receipt of a letter of demand.

(3) If any of the items in paragraph (1) applies to one Party or this Agreement is terminated in accordance with the preceding paragraph, all obligations of said Party shall be accelerated and become immediately due and payable, even without a notice or a letter of demand from the other Party.

Example of Change of Control (COC) clause as grounds for termination

If it is found that the ownership of either Party has essentially been transferred to a third party due to a merger or partnership with another company, or a significant change in the shareholding structure.

Article 26 (Term of Agreement)

This Agreement shall remain in force from the date of execution hereof until the completion of the payment of commission fees specified in Article 4 or the confirmation specified in Article 11, whichever is later.

Article 27 (Survival)

The provisions in the following articles shall survive the expiration or termination of this Agreement: paragraph (3) of Article 6 (Obligations of Parties), paragraphs (4) and (5) of Article 11 (Relevant Data), Articles 12 (Use and Management of Relevant Data) to 23 (Use of Third-party Software), this Article 27, and Article 28 (Governing Law and Jurisdiction).

Article 28 (Governing Law and Jurisdiction)

Any disputes arising out of or in connection with this Agreement shall be governed by and in accordance with the laws of Japan. For such disputes, the Parties hereto shall submit to the exclusive jurisdiction of the [●] District Court as the court of first instance.

Article 29 (Consultation)

Any matter not stipulated herein or any question arising out of or in connection with this Agreement shall be settled amicably through good faith consultation between both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each Party shall keep one copy of the originals.

(Date)

Party A:

Party B:

[Exhibit (1)]

1. General outline of Joint R&D

(1) Deliverables

- (i) Trained Model
- (ii) Linkage System
- (iii) Documents

(2) Usage environment

(3) Preconditions

2. Description of Relevant Data

(1) Overview of data

(e.g.) Photographic data Party B obtains by the use of cameras set up in a nursing home. Party B shall obtain consent from each care recipient for provision of his/her photographic data to a third party.

(2) Data items

(3) Quantity of data

(e.g.) 500 hours of video data

(4) Format of data to be provided

3. Materials to be provided by Party B

Discussed separately.

4. Work organization

[Name, Dept., roles of Leader (and members, if necessary) of each Party, location for software development, etc.]

(1) Work organization of Party A

- Leader of Party A: [●]

Roles of Leader:

(i) ...

(ii) ...

[• Member: [●]_]]

Roles:

[organization chart, name, roles]

(2) Work organization of Party B

• Leader of Party B: [●]

Roles of Leader:

(i) ...

(ii) ...

[• Member: [●]_]]

Roles:

(i) ...

(ii) ...

[organization chart, name, roles]

(3) Location for software development

(4) Contact system

When the Joint R&D starts, Parties A and B will discuss and decide on the means of communication (e-mail, chat app (e.g., Slack), development support tools (Jira), etc.)

5. Tasks (scope, specifications etc.)

(1) Party A's tasks:

- Collection of Relevant Data
- Preprocessing of Relevant Data
- Creation of training data and Training Data Set by annotating Relevant Data.
- Development of Trained Model and Linkage System, and creation of Documents

(2) Party B's tasks:

- Collection of Relevant Data and provision thereof to Party A
- Provision of know-how for annotating Relevant Data
- Provision of know-how and findings concerning causes and detection of care accidents,

which are needed for improving the accuracy of Trained Model

- Performance evaluation of Trained Model and Linkage System

6. Liaison & Consultation Meeting

(1) Meeting frequency (planned):

(2) Location:

7. Work period

From [date] to [date]

8. Completion of tasks

(1) Deadline for provision of Deliverables by Party A: [date]

(2) Period for confirmation by Party B: within [●] days after provision of Deliverables

9. Commission fees

(i) Fee for Trained Model:

[●] yen (tax excluded)

(ii) Fee for Linkage System and Documents:

[●] yen (tax excluded)

10. Basis and timing for payment of commission fees

(i) Fee for Trained Model:

[●] yen, within 7 days after execution of this Agreement

[●] yen, within 7 days after confirmation of Deliverables by Party B

(ii) Fee for Linkage System and Documents:

[●] yen, within 7 days after execution of this Agreement

[●] yen, within 7 days after confirmation of Deliverables by Party B

[Exhibit (2) Information to Publicize]