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Joint Research and Development Agreement (New Material)

An Agreement is made between Company X (hereinafter "Party A") and Company Y (hereinafter "Party B") to conduct research and development and to commercialize a Product (defined in Article 1 below).

NOW IT IS HEREBY AGREED as follows:

Article 1 (Purpose)

Parties A and B shall work together to conduct research and development (hereinafter "R&D"), the subject and purpose of which are as follows:

(i) Subject: Development of an automobile headlight cover (hereinafter the "Product") made by molding a highly heat-conductive polycarbonate resin composition (hereinafter the "Resin Composition"), to which technology for a Material (defined in paragraph 1 of Article 2 below) will be applied.

(ii) Purpose: Development and commercialization of the Product

Article 2 (Definitions)

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

(i) Material

"Material" means the material that is specified below. The Material shall also include those substances that are derived from or can be synthesized from, or obtained by transformation or processing of the Material.

Name: ____

Description: ____

(ii) Background Information

"Background Information" means technical information such as findings, data, and know-how owned by each Party as of the date of execution hereof, provided that each Party shall provide to the other Party an outline of all such Background Information, together with a written statement that such Background Information is necessary for the R&D, within 30 days after the execution hereof.

(iii) Invention

"Invention" shall mean an invention, a discovery, an improvement, a device or any other technical achievement made or obtained in the course of the R&D, which is not a Single-Party Invention (defined below), regardless of whether it is possible to obtain a patent or other types of intellectual property right based on said Invention.

(iv) Single-Party Invention

"Single-Party Invention" shall mean an Invention made only by one Party in the course of the R&D, without relying on any information provided by the other Party, regardless of whether it is possible to obtain a patent or other intellectual property right based on said Invention.

(v) Intellectual Property Right

"Intellectual Property Right" shall mean a right specified by Article 2 (2) of the Intellectual Property Basic Act in Japan or by corresponding legal provisions in other countries.

Article 3 (Parties' Roles)

In accordance with the terms and conditions set forth herein, Parties A and B shall work on the subject of the R&D with integrity, in their respective roles specified below:

(i) Roles of Party B: To design and make the Product and to evaluate the characteristics of the Product.

(ii) Roles of Party A: To dispatch technicians to Party B. To tune the surface treatment of and to validate the component ratios of the Resin Composition, based on the evaluation results in (i). To be present at the time of the evaluation of the Product's characteristics.

Article 4 (Preparation of Schedules)

(1) After the execution hereof, each of the Parties shall immediately prepare a schedule for its respective R&D activities pursuant to its roles defined in Article 3 and finalize them through consultation between both Parties.

(2) Parties A and B shall carry out the development in accordance with the schedules specified in the preceding paragraph, and keep each other informed about the progress. When it is possible that there may be delay in the activities, the Party shall contact the other Party to discuss the measures to be taken. If necessary, a change of plans may be made.

Article 5 (Expenses)

Party B shall bear all costs and expenses incurred in connection with the R&D (including labor costs and the actual amount spent by Party A on the R&D) unless otherwise agreed in writing.

[Alternative option in which expenses are borne by each Party]

Each Party shall bear its own costs and expenses incurred in connection with the R&D unless otherwise agreed in writing.

Article 6 (Disclosure of Information)

(1) Each Party shall designate its Background Information by disclosing it (or a summary thereof) in writing to the other Party, within 30 days after the execution hereof.

(2) During the term of this Agreement, each Party shall immediately provide the other Party with technical information obtained from its activities, except in cases where the disclosure of certain information is prohibited by an agreement with a third party.

Article 7 (Ownership of Intellectual Property Rights and Use of Deliverables)

(1) All Intellectual Property Rights to a Single-Party Invention shall belong to the Party who made that Single-Party Invention.

(2) Each Party shall grant a license to the other Party to use said Party's Single-Party Inventions for the design, fabrication, and sale of the Product. The licensing terms shall be specified in a separate agreement through consultation between the Parties.

(3) Party A shall grant a license Party B, subject to the following provisions, to practice under the patents of Party A that were obtained before the start of the R&D, which are listed in Exhibit [●●]:

Licensed use: Design, fabrication, and sale of the Product

Type of license: Non-exclusive license

License term: From the date of execution hereof to [date]. The license shall automatically renew for an additional one year, unless either Party gives written notice of unwillingness to renew it on reasonable grounds (including but not limited to cases where the license is no longer necessary) no later than 60 days prior to expiration.

Sublicensing: Generally not permitted, except, however, a sublicense may be granted to [name of an affiliated group company].

License fee: ___ percent of the total net selling price of the Product sold by Party B during the license term (tax-exclusive price).

Territory: worldwide.

(4) After the date of execution hereof, Party B shall provide Party A with a written report on sales of the Product (unit sales, unit price, other information needed for the calculation of license fee) every [period], within 15 days after the last day of said period. Party B shall pay Party A the license fee incurred during said period, within 30 days after the last day of said period.

(5) Party B shall pay the license fee specified in the preceding paragraph by bank transfer to the account designated by Party A. The remittance charge shall be borne by Party B.

(6) The annual rate of a charge for late payment of the license fee specified in this article shall be 14.6 percent.

(7) Intellectual Property Rights in any Invention conceived or created in the course of the R&D shall belong to Party A.

(8) If paragraph (1) (ii) or (iii) of Article 17 hereof applies to Party A, Party B may ask Party A to assign said intellectual property right to Party B or a third party designated by Party B without charge.

(9) Party A shall grant a license Party B, subject to the following terms, to use an Invention:

Licensed use: design, fabrication, and sale of the Product

Type of license: After the execution hereof, Party A shall grant an exclusive license for a period of ___ years and subsequently, a non-exclusive license. However, even before a lapse of ___ years after the execution hereof, Party A may change the exclusive license to a non-exclusive license, immediately after a lapse of one year during which Party B does not use the Invention in its activities without justifiable grounds, or immediately after Party B decides not to use the Invention in its activities.

License term: From the date of execution hereof to the expiration date of the Intellectual Property Right to the Invention.

Sublicensing: Generally not permitted, except, however, a sublicense may be granted to [name of an affiliated group company].

License fee: free

Territory: worldwide.

(10) Each Party shall immediately notify the other Party of any Invention obtained in the course of the R&D. 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. For the avoidance of doubt, an invention related to the Resin Composition or the automobile headlight cover shall be presumed to be an Invention.

(11) Party A may file a patent application on an Invention at its own expense and discretion. However, if Party A expresses its intention not to file a patent application on a specific Invention in a specific country, Party B may consult Party A about the possibility of filing a patent application on said Invention in said country in the name of Party B at its own expense.

(12) If Party B files a patent application in accordance with the proviso (second sentence) of the preceding paragraph, Party B shall grant to Party A an exclusive license to work the Invention and a right to sublicense without charge for a period of ___ years after the filing, and subsequently, grant a non-exclusive license to Party A.

(13) No Party may file an application for registration of a patent, utility model, trademark, copyright, or any other Intellectual Property Right to technical information (including Background Information), a sample disclosed by the other Party, a Single-Party Invention, a device created by the other Party, or other information or know-how obtained by the other Party in the course of the R&D, in any country including Japan, without the consent of the other Party. If a Party files an application or has an IP right registered in breach of this paragraph, that Party shall immediately assign (its share of) said right in said application or registration to the other Party for no further consideration.

(14) A Party shall immediately notify the other Party of any improvement made to an invention to which Party A obtained a patent right (included in Exhibit **) before the start of the R&D. This article shall apply mutatis mutandis to the handling of results related to said improvement.

Article 8 (No Refund of License Fees)

Except in the case of an overpayment caused by miscalculation, Party B shall not demand a refund of a license fee it paid to Party A under this Agreement or make any other demand in this respect, on any grounds including the invalidation of the licensed patent (or the refusal of or a final and binding decision to refuse the relevant patent application). On the grounds of an overpayment caused by miscalculation, Party B may demand a refund of the license fee in writing, within 30 days after the payment of the fee. After the end of this period, no refund may be demanded for any reason whatsoever.

Article 9 (No Guarantee)

(1) Party A gives Party B no guarantee that the design, fabrication, or sale of the Product under this Agreement will not infringe a third party's right, such as a patent, utility model, design, etc.

(2) If Party B finds that a third party is infringing an Intellectual Property Right licensed by Party A, Party B shall notify Party A of this infringement.

Article 10 ([Milestone] Payments for R&D Results)

When each intended objective is achieved, Party B shall pay Party A for that achievement in accordance with the following (consumption tax not included). The annual rate of a charge for late payment shall be 14.6 percent.

(i) When the Product achieves the performance predetermined in Exhibit **: __ yen

(ii) When a prototype headlight using the Product is completed:
Amount separately agreed between the Parties (not less than ___ yen)

(iii) When a product using the R&D results is launched:
Amount separately agreed between the Parties (not less than ___ yen)

Article 11 (Handling of Confidential Information)

(1) As used herein, "Confidential Information" refers to any data or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") for the purpose of carrying out the R&D (hereinafter the "Purpose"), whether in writing, orally, by the use of an electronic medium or any other type of disclosure and provision (hereinafter collectively "Disclosure") method or means, regardless of whether this Agreement has already been executed, as well as to the subject and the details of the R&D, information acquired through the R&D, and information contained in materials, devices, other tangible objects (including information listed in Exhibit ** and Background Information). The Receiving Party shall keep "Confidential Information" and shall not disclose or leak it to a third party without obtaining prior consent in writing or electronically (hereinafter collectively "in Written Form") from the Disclosing Party.

(2) Notwithstanding the preceding paragraph, information as specified in the following shall not be considered Confidential Information:

- (i) Information that the Receiving Party already owns at the time of the disclosure,
- (ii) Information that the Receiving Party legitimately obtains from a third party after the disclosure, with no obligation of confidentiality,
- (iii) Information that the Receiving Party gains or creates by itself after the disclosure, independently of the information disclosed by the other Party,
- (iv) Information that is already publicly known at the time of the disclosure, and
- (v) Information that becomes publicly known after the disclosure for reasons not attributable to the Receiving Party.

(3) The Receiving Party may not use, reproduce, or modify Confidential Information for any purpose other than the Purpose, without obtaining prior consent of the Disclosing Party in Written Form. Confidential Information may only be used, reproduced, and modified to the extent reasonably necessary for the Purpose.

(4) The Receiving Party shall not analyze or inspect the composition or structure of Confidential Information or perform any similar investigation without prior written consent of the Disclosing Party.

(5) The Receiving Party may only disclose Confidential Information to its directors and employees (hereinafter collectively the "Directors") who need to know it in order to carry out the Purpose. If disclosed, the Directors shall have the same obligation as that of the Receiving Party specified herein during and after their period of employment.

(6) Notwithstanding the preceding paragraphs, the Receiving Party may disclose Confidential Information in each of the following cases (in the cases of (i) and (ii), however, the Disclosing Party shall be notified in advance, wherever possible). When disclosing Confidential Information as specified in this paragraph, the Receiving Party shall notify the Disclosing Party of the disclosure without delay.

(i) If the disclosure is required by law,

(ii) If the disclosure is required by a court order, the competent authorities, or other regulations, or

(iii) If the Receiving Party needs to consult with someone who is legally required to comply with an obligation of confidentiality, such as an attorney at law, a patent attorney, a certified public accountant, a tax accountant and a judicial scrivener.

(7) Upon written request by the Disclosing Party either during the term or following the expiration or termination of this Agreement, the Receiving Party shall either immediately destroy or return to the Disclosing Party at its own expense, and cause any third party who had received Confidential Information from the Receiving Party to immediately destroy or return to the Disclosing Party at its own expense, the Confidential Information (including all reproductions or modifications thereof) they possess, as instructed by the Disclosing Party.

(8) When the Disclosing Party requests the Receiving Party to dispose of Confidential Information, the Receiving Party shall immediately dispose of the media that contains all such Confidential Information and provide documentation proving that the Receiving Party fulfilled its obligation to dispose of said information in accordance with the instructions of the Disclosing Party.

(9) The Receiving Party shall ensure that any disclosure of Confidential Information does not result in the Disclosing Party's Intellectual Property Rights being assigned, transferred, or

licensed, unless otherwise specified herein.

(10) This article represents the entire and complete agreement between the Parties with respect to the subject matter of this article, and shall supersede all other proposals and communications concerning the subject matter of this article, whether written or oral, communicated between the Parties.

(11) Parties A and B further agree that Confidential Information specified in the Proof of Concept (PoC) Agreement signed by them on (date) shall also be handled as Confidential Information under this article.

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

Article 12 (Handling of Material)

(1) Party A shall provide the Material to Party B under the condition that it is used for the purpose specified in (i) and in accordance with the conditions specified in (ii) below:

(i) Purpose of use: ____

(ii) Conditions for use: ____

(2) Party B shall not use the Material for any other purpose than said purpose, or in a manner that exceeds limits prescribed by the conditions in the preceding paragraph.

(3) Party B shall submit a receipt to Party A without delay when Party A provides the Material to Party B.

(4) Parties A and B hereby confirm that the Material is Confidential Information. In the event of the provisions resulting in a conflict between Article 11 (Handling of Confidential Information) and this article, those in this article shall prevail.

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

Article 13 (Publication of Results)

(1) Parties A and B may disclose, announce, or publicize the information specified in Exhibit **, as a fact that the R&D has started, provided that they shall comply with the obligations of

confidentiality specified in Articles 11 and 12 above.

(2) Parties A and B may disclose, announce, or publicize the results of the R&D (hereinafter "Publication of Results") provided that they shall comply with the obligations of confidentiality specified in Articles 11 and 12 above and with the provision in the succeeding paragraph.

(3) With respect to the preceding paragraph, not later than 30 days before the date that a Party intends to publish results of the R&D, that Party shall notify the other Party of the results of the R&D in writing, and the Parties shall together decide the content and method of such publication.

Article 14 (Prohibition of Development of Competing Product)

During the term of this Agreement, no Party shall work on the development of a product that is identical or similar to the Product (including an automobile headlight cover made of the Resin Composition) on its own in any other project than the R&D defined herein, or by working with a third party, commissioning a third party, or receiving a commission from a third party to develop said product, without obtaining prior consent in Written Form from the other Party.

Article 15 (Dispute with Third Party)

(1) If a dispute arises with a third party over infringement of a right (including an Intellectual Property Right), product liability or any other subject in connection with the R&D, Parties A and B shall cooperate and determine how to resolve the matter.

(2) If one Party becomes aware of such a dispute with a third party as in the preceding paragraph, it shall immediately notify the other Party.

(3) Expenses needed for the resolution of a dispute specified in paragraph (1) above shall be borne in the following way:

(i) If the cause of the dispute is entirely attributable to one Party and there is no fault with the other Party, the former shall bear the expenses.

(ii) If both Parties are at fault for the dispute, the percentage of the expenses borne by each Party shall be decided by taking into consideration the degree of responsibility, through consultation between the Parties.

(iii) If none of the above applies, the percentage of the expenses borne by each Party shall be decided through consultation between the Parties.

Article 16 (No Assignment)

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

Article 17 (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 is in material breach of this Agreement,
- (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 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 hereof and fails to cure such default within a reasonable period after its receipt of a letter of demand.

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

(v) If there is a substantive change in the ownership of either Party due to a merger, exchange or transfer of shares, corporate divestiture, transfer of business or a significant change in the shareholding structure, stakes of which account for over one [●]th of the voting power.]

Article 18 (Term of Agreement)

(1) This Agreement shall remain in force a period of one year from the date of execution hereof, and it shall be automatically renewed on yearly basis thereafter under the same conditions, unless either Party gives written notice of its unwillingness to renew this Agreement, no later than 60 days prior to the then current expiration date.

(2) Party B may not refuse to renew this Agreement as specified in the preceding paragraph without reasonable grounds, e.g. it is reasonably judged that the R&D is unlikely to be successful from the technical viewpoint, or that it is difficult to commercialize the R&D due to

a changing business environment.

Article 19 (Survival)

The provisions in the following articles shall survive the expiration or termination of this Agreement: Paragraphs (1), (7), (8), (11), and (13) of Article 7 (Ownership of Intellectual Property Rights and Use of Deliverables), Article 8 (No Refund of License Fees), Article 10 (Payments for R&D Results), Article 15 (Dispute with Third Party), this article, Article 20 (Compensation for Damages and Injunction), Article 22 (Governing Law), and Article 24 (Settlement through Consultation).

Article 20 (Compensation for Damages and Injunction)

(1) If a Party breaches this Agreement, said Party shall be liable for damages (including reasonable attorneys' fees) incurred by the other Party.

(2) If one Party breaches or is likely to breach this Agreement, the other Party may seek an injunction against such an act, and request measures to prevent damage and restore confidence.

Article 21 (Notification)

When required under this Agreement, notification shall be always made by directly handing it in writing or on a recording medium (including but not limited to a semiconductor, optical, or electromagnetic medium), sending it by post, or transmitting it via email or a messaging application approved in advance by the other Party.

Article 22 (Governing Law)

Disputes arising out of or in connection with this Agreement shall be governed by and in accordance with the laws of Japan.

Article 23 (Jurisdiction)

The Parties hereto shall submit to the exclusive jurisdiction of the ___ District Court, as the court of first instance, for any disputes arising out of or in connection with this Agreement.

Article 23 (Alternative option 1: Mediation of Disputes)

(1) To settle an intellectual property dispute arising out of or in connection with this Agreement, a request for mediation shall first be filed with the [Tokyo, Osaka] District Court.

(2) If an agreement is not reached through the mediation specified in the preceding paragraph, the Parties hereto shall submit to the exclusive jurisdiction of the district court set forth in the preceding paragraph as the court of first instance.

(3) Disputes (including IP disputes in court) arising out of or in connection with this Agreement other than those specified in paragraph (1) 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 set forth in paragraph (1) as the court of first instance.

Article 23 (Alternative option 2: Arbitration)

All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in (name of city), in accordance with the arbitration rules of (name of arbitration body).

Article 24 (Settlement through Consultation)

Any matter not stipulated herein or any question arising out of or in connection with this Agreement shall be settled through 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 original copy. To execute this Agreement electronically, the Parties hereto shall make an electromagnetic record of this Agreement in duplicate, place their electronic signatures thereon, and each Party shall keep the record.

(Date)

Party A:

Party B:

■ Other clauses that can be added optionally

Optional Provision: Creation of Consultative Panel

(1) In order to make the R&D more efficient and to facilitate consensus-building efforts between Parties A and B, the Parties shall set up a Consultative Panel that consists of members selected from both Parties.

(2) To replace, add, or remove a Panel member that a Party had appointed, that Party shall inform the other Party of the name of the member to be replaced, added, or removed.

(3) At a Consultative Panel meeting, unanimous consent is needed for a decision to be made. If the Consultative Panel cannot make a decision on an issue without the consent of all members, the decision shall be left to consultation between the top leader of each Party.

(4) The Consultative Panel shall decide the following:

- (i) Specific ways to carry out the R&D,
- (ii) Progress of activities conducted by each Party,
- (iii) Change to the schedules or the ways to carry out the R&D,
- (iv) Rights to be held by each Party when the R&D is commercialized,
- (v) Change to or suspension of the R&D, and
- (vi) Other matters to be handled by the Panel.

(5) To achieve the purpose of this Agreement, the Parties shall hold a Consultative Panel meeting periodically (at least once every three months) or otherwise as needed. At a Panel meeting, the members from each Party shall report on the results of its R&D activities and discuss and decide upon the matters listed in the preceding paragraph.

(6) Issues discussed at each Consultative Panel meeting shall be approved in written form such as in the minutes or other types of documents.

(7) If the consultation under paragraph (3) above fails, either Party may terminate this Agreement in the future by giving reasonable advance notice to the other Party. In this case, both Parties shall report to each other on their activities carried out until the date of the termination.