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**Model Agreement ver2.0 - Term Sheet**  
**(For Joint R&D Agreement (New Material))**

Created on: [month day, year]

Created by: [●]

Parties	Company X (Party A)
	Company Y (Party B)
Purpose	[Subject] Development of an automobile headlight cover (the "Product") made by molding highly heat-conductive whiskers and resin composition containing such whiskers, to which technology for the new material α (the "Material") will be applied. [Purpose] Development and commercialization of the Product.
Party's Roles	Party A: To dispatch technicians, tune the surface treatment of and validate the amount of the Material in the resin composition, and to be present when Party B evaluates the Product's characteristics. Party B: To design and make the Product, and evaluate its characteristics.
Schedule	Prepared immediately upon execution of Agreement.
Expenses	Borne by Party B
Disclosure of information	Parties shall disclose to each other: ➤ Information owned by each Party as of the execution date

	<p>that is designated as information required for R&amp;D for the Project (i.e., “Background Information” under the Agreement).</p> <ul style="list-style-type: none"> <li>➤ Technical information obtained by each Party by their respective activities for the Project.</li> </ul>
Ownership of IP rights	<p>(1) Any invention made by one Party in the course of R&amp;D for the Project (“Single-Party Invention”) shall be Owned by said Party</p> <p>(2) Any invention made in the course of R&amp;D, that is not a Single-Party Invention (“Invention”) shall be Owned by Party A, however, Party B may request the assignment, at no cost, of [all] rights in any Invention when Party A is in danger of bankruptcy.</p>
Infringement by third party	<p>Party A (Licensor)</p> <ul style="list-style-type: none"> <li>➤ No guarantee.</li> </ul> <p>Party B (Licensee)</p> <ul style="list-style-type: none"> <li>➤ Obligation to notify when infringement of any licensed patent is discovered.</li> </ul>
License for use of Background IP rights	<p>Party A shall grant to Party B a license under its patents that were obtained before the start of the Project and are required for R&amp;D activities for the Project.</p> <ul style="list-style-type: none"> <li>➤ Licensed use: design, fabrication, and sale of the Product</li> <li>➤ Type of license: non-exclusive license</li> <li>➤ Sublicensing: not permitted. However, sublicense may be granted to [e.g., an affiliated company].</li> <li>➤ License fee: __ % of total net selling price of the Product (tax-exclusive price)</li> <li>➤ Territory: worldwide</li> <li>➤ Term: __ years</li> </ul> <p>Term automatically renews for one year, unless 60-day</p>

	notice of non-renewal is provided.
License for use of IP right on Invention	<p>Party A shall grant to Party B a license under all IP rights to any Invention:</p> <ul style="list-style-type: none"> <li>➤ Licensed use: design, fabrication, and sale of the Product</li> <li>➤ Type of license: An exclusive license for __ years (change to a non-exclusive license during this term after one year of non-use) and subsequently, a non-exclusive license.</li> <li>➤ Sublicensing: not permitted. However, sublicense may be granted to [e.g., an affiliated company].</li> <li>➤ License fee: free</li> <li>➤ Territory: worldwide</li> <li>➤ Term: __ years (an exclusive license) and subsequently, a non-exclusive license.</li> </ul>
Milestone Payments	<p>(1) When the Product achieves the performance set forth in Exhibit [●]: __ yen.</p> <p>(2) When a prototype headlight using the Product is completed: Amount separately agreed between the Parties (not less than __ yen)</p> <p>(3) When a product using the R&amp;D results is launched: Amount separately agreed between the Parties (not less than __ yen)</p>
Confidentiality	<p>Superseding the confidentiality clause in previous PoC Agreement:</p> <ul style="list-style-type: none"> <li>➤ Scope of confidential information: unlimited</li> <li>➤ Survival: 5 years after the Term of this Agreement</li> </ul>
Handling of the Material	<p>Specified separately from confidentiality clause:</p> <ul style="list-style-type: none"> <li>➤ Purpose of Use: __</li> <li>➤ Conditions on Use: __</li> <li>➤ Survival: 5 years after the Term of this Agreement</li> </ul>
Publication	Parties may publicize the existence of this joint R&D project

	<p>using the content set forth in Exhibit [●] without prior approval of the other Party.</p> <p>Results of R&amp;D may be published, however the Parties are to separately discuss and agree on the content and manner of any publication or announcement.</p>
Non-competition	Prohibition of development of a product identical or similar to the Product.
Dispute with third party	<p>The Parties shall cooperate towards settling the dispute (expenses to be borne by Party at fault)</p> <p>Each Party is obligated to inform the other Party immediately when a dispute arises with a third party.</p>
Compensation for damages	No limitation
Term	<p>Term of Agreement: one year</p> <p>Automatically renews for one year, unless 60 day notice of non-renewal is provided.</p> <p>A request for renewal is not refusible without reasonable grounds.</p>
Governing law	Laws of Japan
Jurisdiction	___ District Court
Other	No refund of license fees, no assignment of rights and obligations, termination, survival, injunction, notification, settlement through consultation