

注) 本契約書は、特許庁オープンイノベーションポータルサイトのモデル契約書 ver. 2.0 を英訳したものであり、各国専門家に自国の制度を踏まえて解説してもらうための資料です。具体的な事例を想定して作成されたものであり、そのまま使用できるものではありません。各国専門家の見解については、新興国データバンク内の記事をご覧ください。

Model Agreement ver2.0 - Term Sheet **(For Agreement on Use (AI))**

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Parties	Company X (Party A)
	Company Y (Party B)
Types of service provided	<p>Both of the following services ("Services") will be provided:</p> <p>(1) Data Analysis Service Party B provides video data of a care recipient (the "Data"), and Party A uses the Trained Model to analyze the Data (estimate the condition of the recipient) and provides the results to Party B.</p> <p>(2) Additional Training Service Party A gives additional training to its Trained Model.</p>
Conditions for use of Data Analysis Service	<ul style="list-style-type: none"> ➤ Exclusive or non-exclusive: Non-exclusive Party A may provide the Data Analysis Service to any party other than Party B (unlimited). ➤ Fees: charged by the number of API requests (most favored treatment + discount of certain percentage) Minimum usage fee: N/A ➤ Period: same as the duration of this Agreement
Conditions for Additional Training Service	<ul style="list-style-type: none"> ➤ Limited or unlimited: unlimited Party A may use data provided by any party other than Party B. ➤ Fees: included in the fees for the Data Analysis Service.

	<ul style="list-style-type: none"> ➤ Period: same as the duration of this Agreement ➤ Ownership of rights to deliverables: same as provided for in the Joint R&D Agreement ➤ When and what to train additionally: left entirely to Party A's discretion.
Data	<p>Provide by Party B for use by Party A:</p> <p>(1) Use for the following purposes are permitted without charge:</p> <ul style="list-style-type: none"> (i) Provision of the Services (ii) Sale of the Services to third parties (horizontal expansion) (iii) Development of additional functions of the Services (iv) Additional training given to the Trained and Additionally Trained Models <p>(2) Guarantee that Party B is dully authorized to provide the Data.</p> <p>Party A: obligation to manage the Data properly.</p>
Prohibited matters	Party B: reverse engineering, distillation
Personal information	<p>If the Data contains personal information:</p> <ul style="list-style-type: none"> ➤ Party B: guarantee to carryout procedures required by the Personal Information Protection (“PIP”) Act ➤ Party B: obligation to clearly state to that effect in advance ➤ Party A: obligation to carry out procedures required by the PIP Act.
No guarantee	<p>Party A: no guarantee of fitness of the Services for a particular purpose.</p> <p>Party A: no guarantee that the Services will not infringe IP rights of a third party.</p>
Confidentiality	Superseding the confidentiality clause in previous Joint R&D Agreement:

	<ul style="list-style-type: none"> ➤ Scope of confidential information: unlimited (except the Data) ➤ Term: until 3 years after expiration of this Agreement
Compensation for damages	<p>Limitation on Party B's claim for damages against Party A</p> <p>Types: limited to actual, direct, ordinary damages. Special damages (such as lost profits) are excluded</p> <p>Amount: up to the total fees paid for the Services, during 12 months before the occurrence of the event that caused the damage.</p> <p>Both limitations will not apply if Party A commits a willful act or gross negligence.</p>
Term	<p>Term of Agreement: [●] years</p> <p>Automatically renews for one year, unless notice of unwillingness to renew, on reasonable grounds, 60 days prior to expiration.</p>
Governing law	Laws of Japan
Jurisdiction	[●] District court
Other terms	Audit, no refund of fees, termination, steps after termination, survival, settlement through consultation