

Regulations on Joint Research between the University of Electro-Communications and
Private Entities, etc.

September 7, 2004

Amended

April 1, 2005

April 1, 2007

April 1, 2009

May 22, 2012

February 26, 2014

March 25, 2014

Article 1. Summary

These regulations prescribe the handling of joint research between the University of Electro-Communications (hereinafter, “the University”) and private or other outside entities (hereinafter, “private institution, etc.”).

Article 2. Definitions of Terms

“Joint research” in these regulations shall mean the research described in the following items.

- (1) Research for which researchers and research funds, etc. are received from a private institution, etc. and that is conducted in the University jointly on common themes by faculty of the University (here and hereinafter to include non-full-time research staff performing research activities in the University and conducting the joint research in the University) with researchers from the private institution, etc.
- (2) Research conducted on common themes divided between the University and the private institution, etc., for which the University receives researchers and research funds, etc., or receives research funds, etc., from the private institution, etc.

Article 3. Standards for Acceptance

Joint research shall be accepted only if it is determined that superior research results can be expected from conducting research jointly, on joint themes between faculty of the University and researchers of a private institution, etc., that it will be carried out with the autonomy and independence of the University while fully respecting the mission of the University, and that there is no risk of interference with the everyday education and research of the University.

Article 4. Decision on Acceptance

1. The decision to accept joint research shall be made by the University President based on application from a private institution, etc.
2. A private institution, etc. intending to apply for joint research shall submit to the University President an Application for Joint Research (hereinafter, "Application") and other necessary documents after consultation with the University faculty member with whom it is desired to conduct joint research (if multiple faculty members, their representative; hereinafter, "joint research staff").
3. The University President upon receiving an Application as per the preceding clause shall notify the contents to the Director of the Center for Industrial and Governmental Relations (hereinafter, "Center Director").
4. The Center Director, based on the notification of the preceding clause, shall conduct a review in the Steering Committee of the Center for Industrial and Governmental Relations concerning implementation of the joint research, and shall report the result to the University President.
5. The University President upon deciding to accept the joint research as per clause 1 shall notify the head of the private institution, etc. and the contract manager.

Article 5. Conclusion of Agreement

The contract manager, based on the notification of the decision to accept as per the preceding article, shall conclude an agreement with the head of the private institution, etc. on joint research.

Article 6. Acceptance of Researchers

1. In conducting joint research, in case researchers affiliated with the private institution, etc. are accepted, the University shall accept them as private entity joint researchers (hereinafter, "joint researchers").
2. Persons that can be accepted as joint researchers are those currently engaged in research work in the private institution, etc. who are seconded to the University for joint research while remaining employed in the institution.
3. In case joint researchers are engaged in research in the University, they shall comply with the regulations of the University.

Article 7. Research Fees

1. In accepting joint researchers, the University shall collect research fees for each joint researcher as annual amounts as prescribed in the University of Electro-Communications Regulations on Collection of Tuition and Other Fees.

Note that the amount of research fees collected shall not be discounted based on the number of actual months worked.

2. In case the research period is extended without exceeding one year from the start of research, additional research fees shall not be collected for the same researcher.

3. Collected research fees shall in principle not be returned.

Article 8. Joint Research Expenses, etc.

1. Handling of the expenses required for joint research shall be as stipulated in the following items.

(1) The University shall provide the facilities and equipment for use in the joint research and shall bear the operating expenses, etc. necessary for maintenance and management of those facilities and equipment.

(2) The private institution, etc. shall be responsible for the total of direct costs and indirect costs, of which the direct costs shall be the necessary honorariums, travel expenses, personnel costs such as for research assistants, supplies expenses, utility charges, etc. other than the expenses to be borne by the University as per the preceding item, and of which the indirect costs shall be necessary expenses related to the conducting of the research other than direct costs. In case, however, the private institution, etc. receives government funding, etc., it is clear that the joint research is being conducted with the University using those research funds, and indirect costs were not provided due to budgetary or financial circumstances, if the University President deems truly unavoidable, the responsibility of the private institution, etc. may be limited to direct costs only.

(3) The University shall be able as necessary to bear a portion of direct costs if the amount is within the budget scope.

2. When calculating the amount to be borne by the private institution, etc. as per item (2) of the preceding clause, the amount of indirect costs shall be equivalent to 10% of direct costs.

3. Notwithstanding the provision of clause 1, in the joint research of item (2) of Article 2, the expenses, etc. needed for conducting research in the private institution, etc. shall be borne by the private institution, etc.

4. The direct costs and indirect costs stipulated in item (2) of clause 1 shall be paid by the deadline stipulated in the notification from the University after conclusion of the joint research agreement.

Article 9. Handling of Equipment, etc. in Joint Research

1. Handling of equipment, etc. acquired for joint research shall be as prescribed in the following items.
 - (1) Equipment, etc. necessary for the research and newly acquired by the University by means of the direct costs in clause 1 of the preceding article shall belong to the University.
 - (2) Equipment, etc. necessary for the research and newly acquired by the private institution, etc. as per clause 3 of the preceding article shall belong to the private institution, etc.
2. When necessary for conducting joint research, it shall be possible to receive from the private institution, etc., in addition to direct costs, equipment owned by the institution. In such a case the private institution, etc. shall bear the costs of delivering and installing the equipment.

Article 10. Place of Research

1. Joint research staff shall be able to conduct research in the facilities of the private institution, etc. when necessary for carrying out the joint research.
2. When joint research staff conduct research in those facilities based on the provision of the preceding clause, procedures shall be taken treating it as travel for research duties.

Article 11. Changes in Contents of Agreement

In case a change in the research plan becomes necessary due to the status of research progress after the start of joint research, an agreement shall be concluded reflecting those changes. This shall not apply in case a change in the agreement is deemed not necessary in consultation with the private institution, etc.

Article 12. Early Termination or Extension of Research Period

1. The University President shall be able to terminate the joint research early or extend the research period, in consultation with the head of the private institution, etc., in the case of a natural disaster or other unavoidable circumstances arising in the course of the research.
2. In the case of early termination or extension as per the preceding clause, the University President shall notify the contract manager.

Article 13. Handling of Direct Costs, etc. When Research Is Terminated, etc.

1. When the joint research is completed or terminated early and there are unused direct costs, it shall be possible to return all or part of the unused portion to the head of the private institution, etc.
2. When the joint research is completed or terminated early, the equipment received from the private institution, etc. as per the provision of Article 9 Clause 2 shall be returned to the private institution, etc. in the condition it was at the time the research was completed or terminated. In such a case the private institution, etc. shall bear the costs of removing and transporting the equipment.

Article 14. Announcement of Research Results

The results of joint research shall in principle be made public, and the University President shall as necessary decide the timing and method of announcement in consultation with the private institution, etc.

Article 15. Patent Application

1. In case inventions arise from the joint research, the University President and head of the private institution, etc. shall promptly notify each other, and shall endeavor to ensure that the decision of ownership and patent application procedures proceed smoothly.
2. In case, as a result of joint research by the joint research staff or joint researchers, each independently creates inventions, when intending to make patent application, the University President and head of the private institution, etc. shall each obtain advance consent from the other party regarding the independently created inventions.
3. When making patent applications for inventions created jointly as a result of joint research by the joint research staff and joint researchers, the University President and head of the private institution, etc. shall conclude a joint patent application agreement stipulating the portions of each, etc. and shall make joint application. However, if one of the parties succeeds the right to obtain a patent, the party succeeding that right shall make independent application.
4. In case a joint patent application agreement is concluded as per the preceding clause, the University President shall consult with the Center for Industrial and Governmental Relations regarding the proposed portions to be agreed on between the joint research staff and joint researchers.

Article 16. Exercise of Patent Rights

Regarding inventions arising from the joint research, the University President shall decide in consultation with the private institution, etc. matters relating to the transfer of rights,

exclusive licensing, and nonexclusive licensing of the right to obtain a patent succeeded by the University or the patent rights obtained based thereon (hereinafter, “patent rights, etc. succeeded by the University”).

Article 17. Handling of Utility Model Rights, etc.

The preceding two articles shall apply mutatis mutandis to utility model rights and the right to receive registration of utility models.

Article 18. Confidentiality Obligation

The University President and head of the private institution, etc. shall not disclose or leak to persons other than the research staff stipulated in a table appended to the joint research agreement any information provided or disclosed by the other party or learned in the course of the joint research; nor shall they use this information for purposes other than the joint research; provided, however, that this shall not apply in cases where written consent is obtained from the other party in advance.

Article 19. Report on Implementation

After the conclusion of the joint research, the joint research staff shall promptly prepare a separately prescribed implementation report and submit this to the University President.

Article 20. Administrative Matters

The acceptance of joint research and other general administration shall be performed by the Research Promotion Office, and accounting-related matters shall be handled by the Financial and Accounting Office.

Article 21. Miscellaneous Provisions

In addition to the matters prescribed in these regulations, necessary matters concerning the handling of joint research shall be prescribed separately.

Supplementary Provisions

These regulations are effective as of September 7, 2004 and are applicable from April 1, 2004.

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