[Reference Example of Regulations for R&D Platform (Translation)]

(Established by Contract and Intellectual Property Working Group on December 2, 2016)

(Revised on July 4, 2018)

Name: Regulations for 〔××××〕 R&D Platform of Field for Knowledge Integration and Innovation (Translation)

[Date of Establishment] MM DD, 20xx

[Revision History]

**Only the Japanese version of this document shall be the original. If there is any difference between the Japanese and English versions, the Japanese version shall take precedence.**

**Chapter 1 General Provisions**

# **Article 1. Name**

The organization covered by these regulations shall be called the 〔××××〕 R&D Platform of Field for Knowledge Integration and Innovation (hereinafter referred to as the "Platform").

# **Article 2. Objective and Purpose**

1. The Platform shall be established under the Council of Industry-Academia-Government Collaboration, Field for Knowledge Integration and Innovation (hereinafter referred to as the "Council") which is a mechanism for industry-academia collaboration in the agriculture, forestry, fisheries and food sectors, and, as one of the foundations of the Council's efforts, shall aim to create innovation in ×××× through organizational and personnel interaction between industry, academia and other different sectors and the formation and operational management of a consortium specified in Article 11.

2. Through the Council, the Platform shall exchange information or promote communication among the members with other R&D Platforms formed under the Council to achieve the purpose described in the preceding paragraph.

# **Article 3. Description of Project**

In order to achieve the purpose described in the preceding article, the Platform shall carry out the following operations:

(1) development of research strategies and intellectual property strategies for ××××;

(2) formation and operational management of a consortium to realize the strategies specified in the preceding item;

(3) development of business models for ××××;

(4) dissemination of information on research results, etc. obtained by the consortium;

(5) recruitment of new members; and

(6) other operations necessary to achieve the purpose of the Platform.

**Chapter 2 Members**

# **Article 4. Admission**

1. Any member of the Council who wishes to become a member of the Platform shall submit an application for admission to the secretariat specified in Article 24 to obtain the approval of the Organizer Team Meeting specified in Article 16.

2. The same procedure shall apply to those who wish to change the membership between the regular member and the supporting member as described in Article 6.

# **Article 5. Withdrawal**

Any member who wishes to withdraw from the Platform may voluntarily do so by submitting a notification of withdrawal to the secretariat.

# **Article 6. Membership**

Members of the Platform shall be corporations, organizations or individuals listed in the following items who have joined the Platform in support of the objective and purpose specified in Article 2. All or part of the rights or position held as a member of the Platform may not be transferred to a third party.

(1) Executive members

Members who have specifically been approved by the Organizer Team Meeting

(2) Regular members

Persons other than the members defined in the preceding item who participate in the operations specified in Article 3

(3) Supporting members

Persons other than the members defined in Item 1 and the preceding item

# **Article 7. Rights and Obligations of Members**

1. The executive members and the regular members shall have the right to participate in the operations specified in Article 3 and be obliged to cooperate with the said operations.

2. The supporting members shall have the right to participate in the operations specified in Article 3 and be obliged to cooperate with the said operations to such extent as the organizer approves in consideration of the nature of each operation and the nature of information handled in the operations (for example, confidentiality, etc.).

3. The members shall be obliged to comply with these regulations and other regulations and rules concerning the operation of the Platform.

# **Article 8. Expulsion**

If a member commits any of the following acts, the member may be expelled from the Platform by a decision of the Organizer Team Meeting:

(1) when the member has violated the obligations specified in Paragraphs 1 to 3 of the preceding article;

(2) when the member has defamed the Platform or committed an act contrary to its purpose; or

(3) when there are justifiable reasons for expulsion.

# **Article 9. Loss of Membership**

A member shall lose the membership of the Platform when the member loses the membership as a member of the Council, or, in addition to the cases specified in Articles 5 and 8, when the member dies or is declared missing or, in the case of a corporation, it is dissolved.

**Chapter 3 Structure**

# **Article 10. Platform Structure**

The organizational structure of the Platform shall be as shown in Exhibit 1.

# **Article 11. Research Consortium**

The Organizer Team Meeting may establish a single consortium or multiple consortiums (hereinafter referred to as the "Consortium") consisting of the executive members and the regular members as a group that determines individual research themes based on the Platform’s strategies and brings together specialized technologies and ideas to conduct research and development of ××××.

# **Article 12. Organizer**

The Platform shall have an organizer selected from among the executive members.

# **Article 13. Duties of Organizer**

The organizer shall assume the following roles:

(1) discovery of seeds and needs required to promote commercialization and merchandising of ××××;

(2) adjustment of interests between related parties;

(3) raising research and development funds for the Consortium; and

(4) control of progress management of the Consortium.

# **Article 14. Appointment of Organizer**

1. The organizer shall be appointed from among the executive members by the Organizer Team Meeting except at the time of establishment.

2. When the term of office of the organizer specified in Article 17 expires, or when the organizer is dismissed according to the provisions of Article 18, a new organizer shall be appointed at the Organizer Team Meeting.

# **Article 15. Research Representative**

1. A research representative shall assume a role in leading the Consortium through operation and management within the Consortium and collaboration with other Consortiums.

2. For the appointment of a research representative, a candidate shall be selected by the organizer from among the executive members or the regular members and approved by the Organizer Team Meeting as the research representative.

# **Article 16. Organizer Team Meeting**

1. The Platform shall establish an Organizer Team Meeting consisting of all of the organizer, executive members and research representatives to deliberate on important matters related to the operation of the Platform as specified in the following items:

(1) revision and abolition of these regulations;

(2) approval of project plan, revenue and expenditure budget and settlement of accounts;

(3) appointment and dismissal of the organizer;

(4) appointment and dismissal of the research representatives;

(5) approval of the executive members;

(6) approval of applications concerning the member admission and the change in the membership;

(7) dissolution of the Platform;

(8) establishment of the Consortium; and

(9) other important matters related to the operation of the Platform.

2. The Organizer Team Meeting shall be convoked by the chairperson and held as needed, and the organizer shall serve as a chairperson. In the event that the chairperson is unable to perform his/her duties, an interim chairperson selected in advance from the research representatives or the executive members shall serve as a chairperson.

3. Proceedings of the Organizer Meeting shall be decided by the chairperson after being deliberated at the Organizer Team Meeting.

4. Deliberations may be conducted in writing if the prior consent of the Organizer Team Meeting members is obtained.

5. The Organizer Team Meeting may establish a single or multiple "working meeting(s)" consisting of members appointed by the Organizer Team Meeting as needed as an advisory body on technical or specific issues.

# **Article 17. Term of Office of Organizer and Research Representatives**

The term of office of the organizer and the research representatives shall be one year. However, reappointment shall not be precluded.

# **Article 18. Dismissal of Organizer or Research Representatives**

1. When the organizer or the research representative falls under any of the following items, he/she may be dismissed by a decision of the Organizer Team Meeting:

(1) when it is found that he/she has violated these regulations or committed an act contrary to the purpose of these regulations;

(2) when it is found that he/she will not be able to fulfil his/her responsibilities as an organizer or research representative for a long period of time due to reasons such as medical treatment; or

(3) when there are other justifiable reasons for not being suitable as an organizer or research representative.

2. In the event of the dismissal of the organizer in accordance with Paragraph 1, an interim chairperson as specified in Paragraph 2, Article 16 shall serve as a chairperson of the Organizer Team Meeting.

# **Article 19. Remuneration**

The remuneration for the organizer and the research representative shall be decided at the Organizer Team Meeting.

# **Article 20. Business Year**

The business year of the Platform shall be from April 1 of each year to March 31 of the following year.

# **Article 21. Delegation**

In addition to what is specified in these regulations, matters necessary for the operation of the Platform shall be determined separately by the organizer through a resolution of the Organizer Team Meeting.

**Chapter 4 Operation**

# **Article 22. Membership Fee**

The members shall pay the membership fees determined by the Organizer Team Meeting. However, no membership fees shall be collected for the time being from the establishment.

# **Article 23. Burden of Expenses**

Expenses for activities of the Platform shall, in principle, be borne individually by the members who have conducted the activities for which such expenses are incurred, except in special cases. However, special expenses required in accordance with the progress of the project and its contents shall be paid after application to the secretariat and approval from the Organizer Team Meeting.

# **Article 24. Secretariat**

1. The secretariat of the Platform shall be located at the following address:

××××

××××

2. The secretariat shall conduct general affairs related to the operation of the Platform.

# **Article 25. Confidentiality Obligation**

The executive members and the regular members shall handle confidential information handled during the activities of the Platform in accordance with the "Confidentiality Pledge" separately submitted to the secretariat of the Platform (Exhibit 2).

# **Article 26. Handling of Intellectual Properties**

Provisions for the handling of intellectual properties obtained at the Consortium for the Platform shall be decided at the Organizer Team Meeting based on the discussion between the executive members and the regular members.

**Chapter 5 Supplementary Provisions**

# **Article 27. Establishment**

The members at the time of establishment shall be as listed in Exhibit 3. The business year for the first year of the establishment of the Platform shall be from the date of establishment to March 31, 20xx.

# **Article 28. Inaugural Meeting**

1. Prior to the establishment of the Platform, an inaugural meeting shall be held by the members specified in the preceding article.

2. The inaugural meeting shall be chaired by ××××, where the secretariat of the Platform will be established.

3. Matters specified in the following items shall be deliberated and decided at the inaugural meeting:

(1) establishment of these regulations;

(2) approval of the secretariat;

(3) appointment of the organizer;

(4) establishment of the Organizer Team Meeting; and

(5) other important matters related to the establishment and operation of the Platform.

4. The inaugural meeting shall be established by the attendance of all the members specified in the preceding article, and a resolution shall be passed by the unanimous approval of all those attending the meeting.

(Exhibit 1)

×××× R&D Platform Organization Chart

 (Exhibit 2)

**<For corporate and organization members of Platform>**

Dear ×××× R&D Platform,

Field for Knowledge Integration and Innovation

**Confidentiality Pledge**

⭘⭘⭘⭘⭘, a member of the ×××× R&D Platform of the Field for Knowledge Integration and Innovation (hereinafter referred to as the "Platform"), agrees with the objective of the Platform and makes a pledge (hereinafter referred to as this "Pledge") as described below regarding the confidentiality of information, etc. disclosed mutually between the executive members and the regular members in the course of the project of the Platform (hereinafter referred to as this "Project").

**Article 1. Definition**

1. The term "disclosing party" as used in this Pledge shall mean the party who discloses confidential information specified in the following paragraph through execution of this Project, and "receiving party" means the party who received the said confidential information.

2. The term "confidential information" as used in this Pledge shall be a collective term for all business and technical information, the contents of this Project, the execution process and the results thereof disclosed or obtained from other members through this Project, which falls under any of the following items:

1. when the disclosure method is by means of recording medium such as a document or a magnetic disk, information contained in the recording medium such as a document that is marked as "Confidential";
2. when the disclosure method is by means of communication such as FAX or e-mail or through the electronic network, or when information is provided by electromagnetic file, information that is marked as "Confidential" when such information is displayed or printed out;
3. in the case of an article such as a prototype or a sample, information on the article or its packaging or container that is marked as "Confidential"; or
4. in the case of disclosure by oral, visual or other intangible means, information for which a statement that information is "Confidential" is made at the time of disclosure, and that is documented within thirty days of disclosure and exchanged with the receiving party, indicating the date and time and the place of disclosure and that the information is "Confidential".

3. Notwithstanding the provisions of the preceding paragraph, information that can be proven to fall under any of the following items will be excluded from confidential information:

1. information that is publicly known or used at the time of disclosure or acquisition;
2. information that is already in your possession at the time of disclosure or acquisition;
3. information that becomes public knowledge or use through no fault of your own after disclosure or acquisition;
4. information that is lawfully obtained without obligation of confidentiality from a third party having legitimate authority; or
5. information that is independently developed or acquired without relying on confidential information after disclosure or acquisition.

**Article 2. Confidentiality**

[Our company/organization] will strictly maintain confidential information as confidential and will not disclose or leak it to any third party (including members other than the disclosing party and the receiving party) without the prior written consent of the disclosing party.

[However, for the purpose of enhancing the effectiveness of the results of this Project, our company will disclose the minimum necessary confidential information to XXXXX, which is our parent company under the Companies Act, provided that XXXXX is subject to the same obligations as those of our company under this Pledge and assumes the full responsibility for any breach of such obligations.]

**Article 3. Prohibition of Use for Other Purposes**

[Our company/organization] will not use confidential information for any purpose other than the execution of this Project.

**Article 4. Management, etc. of Information**

1. [Our company/organization] will strictly and properly manage all information media, samples, etc. containing confidential information.

2. [Our company/organization] will disclose confidential information only to its officers, employees, staff members, etc. (including temporary staff and other persons who perform their tasks under its directions and orders. The same shall apply hereinafter.) who need to know such information in the course of executing this Project. [Our company/organization] will make such officers, employees, staff members, etc. assume the same obligations as those to be assumed by [our company/organization] under this Pledge, will not exempt them from such obligations, and assume the full responsibility for any breach of such obligations.

**Article 5. Prohibition of Reproduction, etc.**

1. [Our company/organization] will not reproduce or copy confidential information in excess of the minimum number of copies necessary to execute this Project. Such reproductions and copies will be treated as confidential information.

2. [Our company/organization] will not analyze or reverse-engineer samples, etc. that are confidential information without the prior written consent of the disclosing party.

**Article 6. Return, etc. of Information**

Upon request of the Platform or the disclosing party or after the completion of this Project, [our company/organization] will return information media (including their reproductions and copies), samples, etc. containing confidential information disclosed or provided by the disclosing party to the disclosing party, or destroy or erase them in a manner that is physically impossible to restore them without delay in accordance with instructions of the Platform or the disclosing party.

**Article 7. Report of Accident**

If there is a risk of an accident of leakage of confidential information or use of it for other purposes, or in the event that such an accident occurs, [our company/organization] will immediately report it to the Platform and cooperate with the Platform to deal with it.

**Article 8. Compensation for Damage**

In the event that [our company/organization] breaches this Pledge and causes damage to the Platform and/or the disclosing party, [our company/organization] will compensate the Platform and/or the disclosing party for such damage.

**Article 9. No Warranty**

1. [Our company/organization] understands that nothing in this Pledge shall obligate the executive members and the regular members to disclose any confidential information to each other.

2. Except as expressly provided in this Pledge, [our company/organization] does not grant any rights to the receiving party with respect to the confidential information under this Pledge, and does not oblige the receiving party to enter into any further agreements.

3. [Our company/organization] understands that there are no express or implied warranties of accuracy, benefit, fitness for any particular purpose, or any other matters with respect to the confidential information disclosed.

**Article 10. Prohibition of Assignment, etc. of Rights and Obligations**

[Our company/organization] will not assign to any third party, give as security, or succeed to the rights and obligations arising from this Pledge, in whole or part, without the prior written consent of the Platform.

**Article 11. Term of Validity**

1. This Pledge shall remain in effect from the date of submission of this Pledge until the dissolution of the Platform, regardless of whether [our company/organization] has lost its membership as the executive member or the regular member before the dissolution of the Platform.

2. Even after the expiration of the term of validity specified in the preceding paragraph, the provisions of Articles 2 through 5 shall remain in effect for another three years, and the provisions of Articles 6 through 9 shall remain in effect until each reason subject to this Pledge cease to exist.

**Article 12. Consultation**

I will follow the decisions of the individual consultations conducted through the Platform or the deliberations, etc. of the Organizer Team Meeting regarding matters not covered by this Pledge or matters of which interpretation is questionable.

[Our company/organization] hereby pledges the foregoing. A sealed copy of this Pledge will be submitted to the Platform and [our company/organization] will keep a copy of it.

Date:

[Address]

[Company name]

[Position]

[Name] Seal

(Exhibit 3)

\* List of members at the time of establishment