

○ Kobe University Regulations on Handling Collaborative Research

(Established on September 16, 2004)

<b>Revised on:</b>	March 17, 2005	June 30, 2005
	September 30, 2005	March 30, 2007
	May 31, 2007	March 28, 2008
	March 31, 2009	May 26, 2009
	February 2, 2010	June 22, 2010
	March 31, 2011	March 21, 2012
	March 27, 2013	June 25, 2013
	September 27, 2013	March 27, 2014
	November 28, 2014	March 31, 2015
	September 30, 2015	

(Purpose)

Article 1 The purpose of these Regulations is to provide for necessary matters concerning the handling of research done collaboratively between the National University Corporation Kobe University (hereinafter referred to as "University") and external organizations or individuals (hereinafter referred to as "Collaborative Research Organizations").

(Definitions)

Article 2 In these Regulations, the term listed in each of the following items shall have the meaning defined in each of those items.

- (1) Collaborative Research refers to research conducted collaboratively by researchers at the University and Collaborative Research Organizations (including Joint Collaborative Research and Contracted Collaborative Research).
- (2) Joint Collaborative Research refers to research conducted collaboratively on common subjects between researchers at the University and Collaborative Research Organizations.
- (3) Contracted Collaborative Research refers to research conducted by the University as a duty that is commissioned by a Collaborative Research Organization, and the expenses required is borne by the Collaborative Research Organization.
- (4) Department refers to each institute, each faculty, each graduate school, Organization of Advanced Science and Technology, Research Institute for Economics and Business Administration, university library system, University Hospital attached to the School of Medicine, Attached Schools' Department, Interfaculty Initiative in the Social Sciences, Integrated Research Center of Kobe University, Center for EU-Japan Collaborative Education, Information Science and Technology Center, Center for Collaborative Research and Technology Development, International Student Center, Center for Supports to Research and Education Activities, Center for Environmental Management, Education Center on Computational Science and Engineering, Kobe Ocean-Bottom Exploration Center, Medical Center for Student Health, Career Center, Kobe BT Center and other offices and secretariats established under the provisions of paragraph 1 of Article 18 of the Rules of the National University Corporation Kobe University (established on April 1, 2004).
- (5) Research Results refers to the Collaborative Research process or the technical results that were obtained as a result in accordance with these Regulations.
- (6) Intellectual Property Rights refers to the items listed below:

- (a) Patent rights, utility model rights, design rights, trademark rights, layout-design exploitation rights or breeder's rights and rights corresponding to those in foreign countries;
  - (b) Rights to claim patents, rights to claim the registration of utility models, rights to claim the registration of designs, rights to claim trademark registration, rights to claim the registration for the establishment of layout-design exploitation rights, rights to claim the registration of variety, and rights corresponding to those in foreign countries;
  - (c) Copyrights for the production of programs and databases (hereinafter referred to as "Programs, etc.") and the rights corresponding to those in foreign countries;
  - (d) Reagents, samples, laboratory animals, strains of microorganisms, prototypes, etc., that have proprietary value (hereinafter referred to as "Materials");
  - (e) Items of confidential and proprietary technological information (hereinafter referred to as "Know-How") specified in particular after consultation between the University and the Collaborative Research Organization.
- (7) Inventions, etc. refer to the inventions subject to patents; devices subject to the utility model rights; creations subject to design rights, trademark rights, layout-design exploitation rights or copyrights of Programs, etc.; breeding of varieties subject to the breeder's rights; creation of Materials; or the invention of Know-How.
- (8) Licenses refers to the items listed below:
- (a) Exclusive license and non-exclusive license prescribed by the Patents Act; exclusive license and non-exclusive license prescribed by the Utility Model Act; exclusive license and non-exclusive license prescribed by the Design Act; exclusive license and non-exclusive license prescribed by the Trademark Act;
  - (b) Exclusive license and non-exclusive license prescribed by the Act on the Circuit Layout of a Semiconductor Integrated Circuits;
  - (c) Exclusive license and non-exclusive license prescribed by the Plant Variety Protection and Seed Act;
  - (d) Rights to license items subject to the rights prescribed in item (6)(b);
  - (e) Rights to license works pertaining to the copyrights of Programs, etc.;
  - (f) Rights to license Materials;
  - (g) Rights to license Know-How.

(Acceptance Criteria)

Article 3 Collaborative Research shall be conducted only when the research contents are likely to produce Research Results that contribute to the education and research of the University and it is deemed free from possible impediments to the original academic work and research.

(Application, etc. for Collaborative Research)

Article 4 Collaborative Research Organizations intending to apply for Collaborative Research shall submit a specified application form to the head of the Department that the University representative of the said Collaborative Research belongs to (hereinafter referred to as "Research Representative").

(Acceptance Expenses, etc.)

Article 5 The amount borne by a Collaborative Research Organization for the acceptance of collaborative research shall be the total amount (hereinafter referred to as "Collaborative Research Expenses") of compensation, travel expenses, direct necessary expenses for the execution of the said research such as the cost of equipment

(hereinafter referred to as "Direct Expenses") and the necessary expenses apart from Direct Expenses in relation to the execution of the said research (hereinafter referred to as "Indirect Expenses").

- 2 Indirect Expenses shall in principle be the amount equivalent to 10% of the Direct Expenses in a Joint Collaborative Research and 30% of the Direct Expenses in a Contracted Collaborative Research. However, this shall not apply in cases where the ratio of Indirect Expenses is specified for government or local governments, etc. In addition, if a different amount is necessary due to matters at the Collaborative Research Organization, the head of the Department shall be able to set the amount of Indirect Expenses as that agreed with the Collaborative Research Organization after consultation with the President. However, if the Indirect Expenses are set as an amount that exceeds the amount stipulated in the main clause of this paragraph, the head of the Department shall not need to consult with the President.
- 3 The University shall provide the facilities and equipment for the purpose of Collaborative Research and pay for the operating expenses, etc. necessary for their maintenance and management (hereinafter referred to as "Operating Expenses").
- 4 Operating Expenses in the case where Joint Collaborative Research is conducted using the facilities and equipment of the Collaborative Research Organization shall be borne by the Collaborative Research Organization.

(Decision of Acceptance)

Article 6 The acceptance of Collaborative Research shall be decided by the head of the Department of the Research Representative.

- 2 If contributors of the said Collaborative Research belong to other Departments, the head of the Department must obtain the consent of the relevant heads of the Department in advance for the decision of acceptance.
- 3 If there is a need to take special measures such as facilities and equipment in association with the acceptance of the Collaborative Research, the President shall decide the acceptance.

(Notification of Acceptance)

Article 7 The head of the Department shall inform the Collaborative Research Organization when the decision to accept the collaborative research is made.

(Review by the Head of Center for Collaborative Research and Technology Development)

Article 7-2 The head of the Center for Collaborative Research and Technology Development shall review the contents of the contract pertaining to the collaborative research in advance and finalize the contents of the contract.

(Notification of Contract Details and Submission of Letter of Commitment)

- Article 7-3 When the contents of the contract is set, the head of the Department shall inform the contents of the contract to the Research Representative, as well as ask the person responsible for the contract to sign the contract.
- 2 When the Research Representative receives the notification provided in the preceding paragraph, he or she shall submit the letter of commitment that notes the instructions to follow in relation to the said contract contents to the head of the Department.
  - 3 The form of the letter of commitment will be prescribed separately.

(Execution of Contract)

Article 8 The person responsible for the contract shall agree to the contract pertaining to the collaborative research with the Collaborative Research Organization when he or she receives the request under the provisions of paragraph 1 of the preceding Article.

2 The person responsible for the contract shall cancel or change the contract if the said Collaborative Research is canceled, or if the research period is changed.

(Joint Research Members)

Article 9 When researchers from Collaborative Research Organizations are accepted in the Joint Collaborative Research, they shall be accepted as joint research members.

2 The Collaborative Research Organization must pay the research fees pertaining to joint research members.

3 Notwithstanding the provisions of the preceding paragraph, when joint research members are accepted in Kobe University joint research courses, joint research courses prescribed in the Joint Research Department Rules (established on November 28, 2014), etc., the research fee may be exempted.

4 The amount of the research fees shall be prescribed separately by the President.

5 Paid research fees may be returned, excluding the month the date research was engaged in falls within.

(Payment of Expenses)

Article 10 Collaborative Research Organizations shall in principle pay the Collaborative Research Expenses in a lump sum before the start of the said collaborative research.

2 Notwithstanding the provisions of the preceding paragraph, when Collaborative Research Expenses are paid in installments, the payment times shall be stipulated in the contract.

3 Notwithstanding the provisions of paragraph 1, where the receipt of Collaborative Research Expenses from the government (including clear cases of recommission from the government), local governments, National University Corporations, independent administration institution, government-related organizations, etc. is certain, or where the head of the Department decided to accept payment that is made after the start of the said research cooperation, deferred payment may be made.

4 Collaborative Research Expenses paid by the Collaborative Research Organizations shall not be returned. However, when collaborative research is canceled due to the reasons caused by the University, unused amounts of the Collaborative Research Expenses paid shall be returned on the request for repayment by the Collaborative Research Organization.

(Attribution of Facilities)

Article 11 Newly acquired facilities, etc. due to research needs paid using the Collaborative Research Expenses shall belong to the University.

(Research Location)

Article 12 Academic staff of the University may conduct research in the facilities of the Collaborative Research Organizations where necessary for the purpose of Joint Collaborative Research.

(Cancellation of Collaborative Research)

Article 13 When a need to cancel the said Collaborative Research or change the research period arises, the University's Research Representative must report that effect directly to the head of the Department.

2 The head of the Department may cancel the said research or change the research period after consultation with the Collaborative Research Organization when he or she received the report provided in the preceding paragraph.

(Completion of Collaborative Research)

Article 14 When the said Collaborative Research is completed, Research Representatives of the University must report that effect to the head of the Department.

2 The head of the Department shall inform the Collaborative Research Organization when he or she received the report provided in the preceding paragraph.

(Attribution of Intellectual Property Rights)

Article 15 Where persons responsible for research at the University or the Collaborative Research Organization create an Invention, etc. in the process of the collaborative research or as a result of the research, both parties must be informed promptly. Furthermore, the attribution of the Intellectual Property Rights for the said Invention, etc. shall be provided in the following items.

(1) Intellectual Property Rights for the Inventions, etc. created independently by persons responsible for research at the University or the Collaborative Research Organization shall be attributed solely to the University or the Collaborative Research Organization the persons responsible for research belong to and be owned solely by the University or the Collaborative Research Organization;

(2) Intellectual Property Rights for the Inventions, etc. created jointly by persons responsible for research at the University and the Collaborative Research Organization shall be attributed jointly and owned jointly by the University and the Collaborative Research Organization;

(3) The University and the Collaborative Research Organization shall stipulate the share of Intellectual Property Rights pertaining to the joint attribution in the previous item in accordance with the degree of contribution to the said Invention, etc.

2 In respect of Intellectual Property Rights owned solely by the University, the University shall be able to transfer a part of the said Intellectual Property Rights so that it is jointly owned by the University and the Collaborative Research Organization. In addition, in respect of Intellectual Property Rights owned solely by the Collaborative Research Organization, the University may accept the transfer of a part of the said Intellectual Property Rights so that it is jointly owned by the University and the Collaborative Research Organization.

3 In respect of Intellectual Property Rights owned solely or jointly by the University, if there is a request from the Collaborative Research Organization, the University may transfer all of its shares of the said Intellectual Property Rights to the Collaborative Research Organization. In addition, in respect of Intellectual Property Rights owned solely or jointly by the Collaborative Research Organization, the University may accept the transfer of all of its shares of the said Intellectual Property Rights to make it solely owned by the University.

4 The University shall sign an Intellectual Property Right transfer contract with the collaborative research organization if the provisions of the preceding 2 paragraphs are applicable.

5 In respect of the attribution, etc. of Intellectual Property Right pertaining to Collaborative Research done in joint research courses, etc., the University shall listen to the opinions of the collaborative research organization and decide on this.

(Application for Intellectual Property Rights and Allocation of Costs)

Article 16 In respect of the application of Intellectual Property Rights (excluding Programs, etc. and Know-How) and the preservation of rights, etc., Intellectual Property Rights owned solely by the University shall be enforced by the University; Intellectual Property Rights held jointly shall in principle be enforced by the Collaborative Research Organization.

2 The cost of application of the preceding paragraph and the preservation of rights, etc. for Intellectual Property Rights solely owned by the University shall be in principle borne by the University, and the cost for the jointly owned Intellectual Property Rights shall be borne by the University and the Collaborative Research Organization in accordance with the portion of shares owned.

3 The University shall sign a joint application contract with the Collaborative Research Organization for the application of joint Intellectual Property Rights.

(Grant of License, etc.)

Article 17 In respect of Intellectual Property Rights owned solely by the University, the University shall be able to grant a non-exclusive or exclusive License to the Collaborative Research Organization or the specified person of the Collaborative Research Organization (hereinafter referred to as "Collaborative Research Organizations, etc.").

2 In respect of the grant of License in this Article and the following Article, the University shall sign a grant of license contract with the Collaborative Research Organization, etc.

(Grant of License to a Third Party)

Article 18 In respect of Intellectual Property Rights whereby exclusive License have been granted to a Collaborative Research Organization, etc. pursuant to paragraph 1 of the preceding Article, the University shall be able to grant the License of the said intellectual property to a party other than the Collaborative Research Organization, etc. (hereinafter referred to as "Third Party") after hearing the opinions of the Collaborative Research Organizations, etc. if the rights have not been enforced after a considerable period from the day the License was granted without justifiable reasons.

(Transfer Value of Intellectual Property Rights)

Article 19 The University or the Collaborative Research Organization shall pay the transfer value provided in the transfer contract to the other party when the Intellectual Property Rights are transferred pursuant to Article 15, paragraphs 2 and 3.

(Licensing Fee for Intellectual Property Rights)

Article 20 The University shall request the payment of a licensing fee provided in the grant of License contract from the Collaborative Research Organization, etc. in the case where License of Intellectual Property Rights is granted pursuant to Article 17, paragraph 1.

2 The University shall request the payment of a licensing fee provided in the grant of license contract if the Collaborative Research Organization, etc. intends to license the joint Intellectual Property Rights.

3 In respect of jointly owned Intellectual Property Rights, if License is granted to a Third Party, the University and the Collaborative Research Organization shall allocate the licensing fee in accordance with the shares owned by the University and Collaborative Research Organization pertaining to the said Intellectual Property Rights respectively.

(Priority of Other Provisions)

Article 21 When there is a proposal of rules or contract clauses by the Collaborative Research Organization that is different from these Regulations, the University shall be able to follow on those regulations or contract clauses where necessary.

(Handling of Confidential Information)

Article 22 The University shall appropriately specify the handling of confidential information after consultation with the Collaborative Research Organization on the signing of contract for the collaborative research.

(Publication of Research Results)

Article 23 The Research Results of the Collaborative Research shall in principle be published.

2 The timing and method of publication shall be appropriately stipulated in the contract, etc. after consultation with the Collaborative Research Organization.

(Clinical Research of Drugs, etc.)

Article 24 In addition to the provisions of these Regulations, necessary matters concerning the clinical research of drugs commissioned by external sources and conducted at the University Hospital attached to the School of Medicine shall be prescribed separately by the head of the University Hospital attached to the School of Medicine.

(Supplementary Rules)

Article 25 In addition to the provisions of these Regulations, necessary matters concerning the execution of Collaborative Research shall be prescribed separately.

Supplementary Provisions

These Regulations come into force on October 1, 2004.

Supplementary Provisions between the original and the latest are omitted.

Supplementary Provisions (September 30, 2015)

These Regulations come into force on October 1, 2015