

国際共同研究契約書サンプル

※本サンプルは委託先が海外共同研究先との国際共同研究契約書を作成する為の参考例です。本サンプルでは日本側の複数の研究機関が、海外の複数の研究機関と契約を締結するという形式になっています。本サンプルに記載のない条項であっても、必要な条項については、知財部門とのご相談あるいは当事者間の協議により適宜追加して下さい。
※NEDO は本サンプルを用いたことによる結果に責任を負いませんので、委託先ご自身でリーガルチェック等を行ってください

COLLABORATIVE RESEARCH AGREEMENT

(共同研究契約書)

THIS COLLABORATIVE RESEARCH AGREEMENT (hereinafter referred to as "Agreement") is made effective as of the last date of execution below (hereinafter referred to as "Effective Date") by and between:

★全当事者の署名日のうち、遅い方を自動的に「契約発効日」としています。

XXX University (hereinafter referred to as "XXX"), a university organized and existing under the laws of Japan, having its office at _____
_____ Japan;

YYY Association (hereinafter referred to as "YYY"), an association organized and existing under the laws of Japan, having its office at _____
_____ Japan;

ZZZ Corporation (hereinafter referred to as "ZZZ"), a company organized and existing under the laws of Japan, having its office at _____
_____ Japan;

AND:

AAA University (hereinafter referred to as "AAA"), a university organized and existing under the laws of _____, having its office at _____ (国名);

BBB University (hereinafter referred to as "BBB"), a university organized and existing under the laws of _____, having its office at _____ (国名);

hereinafter referred to as "Parties" collectively or "Party" individually.

PREAMBLE:

WHEREAS, XXX, YYY and ZZZ have applied and been selected for their sole part of the collaborative research by the New Energy and Industrial Technology Development Organization (hereinafter referred to as "NEDO") for implementing the "Research and Development Program for Promoting Innovative Energy and Environmental Technologies Through International Collaboration" (hereinafter referred to as the "NEDO program").

WHEREAS, the Parties desire to conduct certain collaborative research specified in this Agreement.

★本条は契約の前文（Preamble）であり、契約の背景や目的を明示する役割を持ちます。

日本側機関が NEDO の資金拠出を受けていることを説明し、共同研究がその一部として実施されることを示しています。これは、成果物の扱い等に関し、NEDO に義務を負う場合があることを説明する前提ともなります。相手側が同様の記載を希望する場合には、相手国の資金提供機関や制度に関する情報を追加します。また、研究開発に必要な費用は各当事者が独自に確保することを明記することで、費用負担に関する誤解を防ぎます。前文は契約解釈に影響するため、記載内容は正確かつ合意済みの事実に基づくことが重要です。

NOW, THEREFORE, in consideration of the mutual promises and

covenants contained herein, the Parties agree as follows:

Article 1: DEFINITIONS

第1条：定義

- 1.1 “Research Project” means [NEDO に資金拠出を申し込んでいる研究プロジェクト名] under the NEDO program.
- 1.2 “Research Result(s)” means any technical result obtained jointly by two or more Parties from conducting the Research Project jointly under this Agreement, including, but not limited to, any Invention (hereinafter defined), idea, design, circuit layout creation, cultivation of plant varieties, copyrightable work and know-how. For avoidance of doubt, the Research Result shall not include any technical result obtained by one Party independently without any contribution of any other Party or use of Confidential Information (hereinafter defined) provided by any other Party.
- 1.3 “Invention(s)” means any invention, idea, design, circuit layout creation, cultivation of plant varieties, works of authorship, software, information or data, know-how, and any other proprietary information which may be protected by Intellectual Property Rights.
- 1.4 “Intellectual Property Rights” mean any and all worldwide intellectual property rights, including, but not limited to, patent rights, utility model rights, design rights, circuit layout rights, plant breeder’s rights, copyrights and know-how, and any and all rights and interests in and to these proprietary rights and applications therefor.
- 1.5 “Joint Application Agreement” means an agreement which may be entered into by the Parties who jointly own the

Intellectual Property rights for the purpose of filing an application for protection of the Intellectual Property Rights covering the Research Results.

- 1.6 "Confidential Information" means any information designated at the time of disclosure as "Confidential", "Proprietary", or some similar designation in tangible or intangible form and made available by or on behalf of one Party to any other Party in connection with or pursuant to this Agreement. Orally communicated information will be Confidential Information if it is confirmed in writing as being Confidential Information within five (5) business days after the initial disclosure. Confidential Information does not include any information that was publicly known or becomes publicly known (other than via action or inaction of the Party receiving the Confidential Information), is already in the possession of the Party receiving the Confidential Information prior to its receipt, is obtained by the Party receiving the Confidential Information without a breach of someone's confidentiality obligations, or is independently developed by the Party receiving the Confidential Information. Notwithstanding the foregoing, the terms and conditions of this Agreement shall be regarded and treated as Confidential Information.

★第1条は契約全体の解釈に影響する重要な定義を定めています。「Research Project」は契約付表で具体的なテーマを明示することが望ましく、曖昧な記載は紛争の原因となります。「Research Results」は共同で得られた成果に限定され、単独で得た成果や他者の機密情報を利用しない成果は含まれません。これにより、知財の帰属範囲を明確化します。「Confidential Information」は機密情報の範囲と除外条件を定めており、開示時の指定や書面確認を怠ると公開情報扱いになるため、研究者への周知徹底が必要です。国際契約では、これらの定義が後続の知財条項や守秘義務条項の適用範囲を決定するため、正確な記載が不可欠です。交渉時には相手側の理解を確認し、必要に応じて例示や付表を活用してください。

Article 2: COLLABORATION, SCOPE OF WORK, AND RESPONSIBILITY

第2条：目的及び計画、責任分担

- 2.1 During the term of this Agreement, the Parties shall collaborate with each other in conducting the Research Project under this Agreement.
- 2.2 This Agreement shall not prevent any Party from conducting any part of the Research Project independently from any other Party, without using any Confidential Information provided by any other Party.
- 2.3 Each of the Parties shall satisfy its respective role and responsibility as described in Attachment 1, "Scope of Work and Responsibility".
- 2.4 The Parties may disclose to each other their respective Background Intellectual Properties that are known to be needed by another Party solely for the purpose of its role in this Research Project. For the purpose of this Article 2.4, "Background Intellectual Properties" mean any and all information and/or Intellectual Property Rights that a Party currently owns or controls, has in its possession, or that are developed by a Party, whether prior to or subsequent to the Effective Date, independent of this Agreement or the Research Project and without the use or access to another Party's information or Intellectual Property Rights, and which are necessary for the performance of the Research Project.
- 2.5 Each Party shall bear its own research expenses incurred in performing its obligation under this Agreement.
- 2.6 Background Intellectual Properties disclosed by a Party under Article 2.4 shall be made available to the

other Parties on a non-exclusive, royalty-free basis to the extent necessary for the performance of the Research Project, unless otherwise agreed in writing.

★第2条は共同研究の実施方法と責任分担を定めています。2.1では、契約期間中に当事者が協力して Research Project を推進する義務を明示しています。2.2は、他者の機密情報を使用しない限り、独立開発を認めることで柔軟性を確保します。2.3では、役割分担やスケジュールを別添で明確化することが紛争防止に重要です。2.4・2.6はバックグラウンド IP の取扱いを規定しており、共同研究遂行に必要な範囲で非独占・無償利用を認める一方、利用範囲や条件は書面で確認することが必須です。国際契約では、バックグラウンド IP の定義や利用条件が不明確だと知財紛争の原因となるため、交渉時に具体例や付表で明示することが望まれます。

Article 3: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

第3条：守秘義務及び知的財産権

3.1 The Parties shall not use any Confidential Information received from another Party for any purpose other than conducting the Research Project jointly nor disclose such Confidential Information to any third party, without prior written approval of the providing Party. Notwithstanding the foregoing, any Party may, without liability, disclose Confidential Information to NEDO provided that (i) NEDO has agreed in writing to confidentiality obligations substantially equivalent to those set forth herein; and (ii) such Party has taken reasonable steps to obtain and evidence NEDO's confidentiality undertaking. Further, notwithstanding the foregoing, the Parties may disclose necessary information to external experts such as patent attorneys or lawyers who have a professional obligation of confidentiality; provided, however, that the Party disclosing Confidential Information shall be liable for any breach of confidentiality caused by the external experts.

★相手方から受領した機密情報は、相手方の書面による事前同意なしに共同研究以外の目的で使用・第三者へ開示できません。NEDO への開示は、NEDO が本契約と同等の機密保持

義務を負うことを条件に許容され、開示当事者は NEDO の独自違反について責任を負いません。ただし、NEDO の機密保持確約を取得・証拠化するために合理的な措置を講じる義務があります。

3.2 The Research Results shall be jointly owned by the Parties who jointly obtained such Research Results unless otherwise agreed upon between those joint owners in writing. None of the Parties shall disclose the Research Results to any third party other than NEDO without the prior written consent of all joint owners of such Research Results, whose consent shall not be unreasonably withheld or delayed.

★「Research Results」の帰属と開示について示しています。「Research Results」は、1.2において共同で開発された研究成果に限定しているため、全共同開発者が書面で別途合意しない限り、成果の帰属も共有となります。また、各共同開発者が NEDO および他の共同開発者以外の第三者に研究成果を開示するためには、他の共同開発者の書面の同意が必要としています。ただし、同意を求められた場合には、正当な理由無き留保や遅延はできません。

*単独の当事者が得た成果は、当該当事者が単独で所有する旨を明記することとしても差し支えありません。

3.3 The Intellectual Property Rights originating from the Research Results shall be jointly owned by the Parties who jointly obtained such Research Results in proportion to the respective contributions made by those joint owners in the creation thereof unless otherwise agreed upon between those joint owners in writing. Any application for such Intellectual Property Rights, unless otherwise agreed upon by all joint owners of such Intellectual Property Rights in writing, shall be jointly filed, prosecuted, and maintained by those joint owners by sharing any costs and expenses of filing, prosecuting, maintaining, defending, and enforcing such Intellectual Property Rights in the same proportion, and revenues from such Intellectual Property Rights shall also be shared between those joint owners in the

same proportion.

- ★成果への貢献度に応じて、知的財産権の持分割合を決めるだけでなく、その割合にて、特許維持の経費負担・特許ライセンス収入などの利益配分も行うことを明示しています。なお、相手側機関によっては（特に米国の大学・公的研究機関の場合）、成果の持分と費用負担・利益配分とを必ずしも一致させる必要がないと解釈していることがあります。共同研究契約に本条項を入れずに特許出願することになった場合、共同出願契約締結の際にトラブルとなるケースがありえます。共同研究契約にあらかじめ本条項を入れておくことが推奨されます。

3.4 In the event that one or more Parties is required by its Relevant Funding Authority, according to its Relevant Funding Agreement which implements the Relevant Laws, such a Party is obliged to assign its share of ownership in the Research Results and the Intellectual Property Rights originated therefrom to its Relevant Funding Authority without any other Party's consent. In that event, such a Party shall make its Relevant Funding Authority inherit and accept all conditions pertaining to that share of ownership in the Research Results and the Intellectual Property Rights, included but not limited to sharing any costs and expenses of filing, prosecuting, maintaining, defending, and enforcing such Intellectual Property Rights in the proportion to the respective contribution of each Party. Such a Party shall provide written notice to the other Parties of this assignment of its share of ownership in the Research Results and the Intellectual Property Rights.

- ★契約当事者が資金拠出機関（委託事業者の場合は NEDO）のバイドール関連規定により、研究成果やそれに基づく知的財産権の持分を資金拠出機関に譲渡する義務が生じる場合があります。この場合、当該契約当事者はその義務履行のために、他の共同所有者の承認は不要としておく必要があります。また、資金拠出機関は譲渡された持分に関する条件（費用負担や権利維持義務など）を承継し、譲渡当事者は合理的な義務履行を行う必要があります。さらに、譲渡が行われた場合は、他の当事者に書面で通知する義務があります。

3.5 Notwithstanding Article 3.3, if a joint owner does not intend to bear costs and expenses relating to filing, prosecuting, maintaining, defending, and enforcing the Intellectual Property Rights originating from any Research Result, that joint owner shall, upon written notice, offer to assign its share to the other joint owners on fair and reasonable terms. If no agreement is reached within () days from the date of such notice, that joint owner shall be deemed to waive its share in the relevant Intellectual Property Rights.

★費用負担を拒否する共同所有者は、他の共同所有者に譲渡を申し出る義務があり、一定期間（例：（ ）日）内に合意が成立しない場合は持分を放棄することを明記しています。この条項により、費用負担をしない共有所有者があった場合に譲渡交渉を行うことができ、交渉に応じない場合は所有権を失うことになります。

3.6 No joint owner shall license, assign or commercially exploit the jointly-owned Intellectual Property Rights without the prior written consent of all other joint owners, which shall not be unreasonably withheld or delayed.

★共有する研究成果の商業的な利用については、他の共同所有者の事前同意が必要であり、その同意は不合理に留保または遅延されないことを明記しています。国によっては日本特許法第 73 条第 3 項（共有にかかる特許権について通常実施権許諾等する場合、他の共有者の同意が必要）のような規定がないことがあるため、本条項を入れておくことが推奨されます。

3.7 The joint owners of any Research Result shall enter into the Joint Application Agreement prior to the filing of any applications for the Intellectual Property Rights covering the Research Results and determine further details about handling of such applications and the Intellectual Property Rights unless otherwise agreed upon by those joint owners in writing.

★特許等出願前に共同出願契約を締結することが必要であり、その点を明示しています。

3.8 Any Party may internally use the Research Results for

non-commercial educational and research activities,
subject to Articles 3.1, 4 and 8.

- ★自らの内部の非商業的な教育・研究目的であれば無償で成果を使用できます。ただし、
守秘義務（第3.1条）、公表条件（第4条）、法令遵守（第8条）などの制約に従う必要
があります。

3.9 Each Party shall ensure that its employees and third parties (such as students and contractors) involved in the Research Project have assigned to that Party any Intellectual Property Rights (including agreeing not to exercise any moral rights with respect to the Invention) which they have in the Inventions in order to be able to give effect to the provisions of this Article 3.

3.10 及び 3.11
は、NEDO 約款遵
守との関係で必ず
含めてください。

3.10 The Parties acknowledge that if one or more Parties concludes with a funding authority (a "Relevant Funding Authority") a funding agreement (a "Relevant Funding Agreement"), which implements the provisions of the U.S. Bayh-Dole Act, the Industrial Technology Enhancement Act of Japan (known as Japanese Bayh-Dole system) or any other similar laws ("Relevant Laws"), such Parties are obliged to comply with their obligations under their Relevant Funding Agreement with their Relevant Funding Authority, including, but not limited to, the obligations regarding their Intellectual Property Rights in any Invention originating from the Research Project such as granting to their Relevant Funding Authority of an irrevocable, royalty-free, non-exclusive license for any governmental purpose in such Intellectual Property Rights; and submitting to their Relevant Funding Authority of reports, surveys, and other forms regarding usage of such Intellectual Property Rights. Each Party agrees that this Agreement shall not affect or hinder the performance of another Parties' obligations to that other Party's Relevant Funding Authority under that other Party's Relevant

Funding Agreement, and each Party shall cooperate with another Party who concludes the Relevant Funding Agreement with the Relevant Funding Authority in connection with performance of its obligations to that other Party's Relevant Funding Authority, including, but not limited to, providing information for submission of reports; and consenting to grant of license. For the purpose of this Agreement, in the case of XXX, YYY or ZZZ, its Relevant Funding Authority means NEDO and its Relevant Funding Agreement means the Funding Agreement.

- ★日本及び共同研究先所在国のバイドール関連規定に関する委託事業者及び共同研究先の「遵守義務」と「協力義務」について規定しています。なお、少なくとも、「①委託事業者の NEDO 委託契約の遵守義務」と「②共同研究先の①に対する協力義務」について規定することが必要です。

3.11 Throughout the term of this Agreement, each Party will keep and maintain records related to the Research Project in a good scientific manner so as to reflect work done and the Research Result achieved under the Research Project. The Parties shall each cooperate to promptly draft a final report (to be submitted to NEDO) that describes the Research Result learned during the term of this Agreement.

- ★共同研究に係る成果報告への協力を明示しています。

Article 4: PUBLICATION

第4条：研究成果の公表

4.1 The Parties agree that any Research Results which have value for scientific, industrial, or other social use may in principle be made available to the public by any Party, subject to (i) compliance with the provisions of Articles 3.1 and 3.2; and (ii) securing the Parties' right to obtain Intellectual Property Rights for such Research Results.

★3.2, 3.3の規定に従い、かつ、知財権が確保できることを条件として、一方の当事者により成果を公表できるということを定めています。

4.2 Notwithstanding Article 4.1, any Party shall have a right to publish the Research Results if any other Party who owns the Research Results (i) objects to the publication thereof to secure its right to file for the Intellectual Property Rights application covering such Research Results, (ii) does not take any action within [] days to secure the application filing for such Intellectual Property Rights, and (iii) does not agree otherwise in writing with the Party who wishes to publish the Research Results.

★4.1により知財を確保するために公表しないよう申し出たにもかかわらず、○日以内に知財確保のためのアクションを取らず、かつ、別途の合意も形成しようとしない場合は、公開してもかまわないとしています。共同研究先による一方的かつ遅々として進まない知財の出願準備のために、論文発表等を大幅に遅らせないために定めています。

Article 5: DISPUTE RESOLUTION

第5条：紛争の解決

5.1 Any issues that are not addressed or stipulated in this Agreement shall be agreed upon and resolved through negotiation and discussion in good faith between the Parties.

★紛争解決の原則です。本契約に定めのない事項については、全当事者は誠意をもって協議するものとします。

5.2 The Parties agree that in the event of any dispute arising out of or in connection with this Agreement (hereinafter referred to as the "Dispute"), the Parties shall, in the first instance, resolve the Dispute by amicable negotiation in good faith upon any Party giving written notice to the other Parties (hereinafter referred to as the "Negotiation Notice") to enter into

such negotiation. If no agreement is reached between the Parties within XX days after such Negotiation Notice was given, the Dispute shall be referred to and finally resolved by arbitration in Tokyo, Japan (in the case where XXX, YYY or ZZZ is the defendant), in [] (in the case where AAA is the defendant) or in [] (in the case where BBB is the defendant). The language used will be English. In each case, the arbitration shall take place under the International Chamber of Commerce rules. The number of arbitrators shall be one. The decision of the arbitrator shall be final and binding and may be used as a basis for enforcement of this Agreement.

★紛争解決の手段です。仲裁地の決め方、最終的な仲裁方法を定めています。共同研究先が訴えられた場合の仲裁地は空欄としておりますが、契約締結時に共同研究先に指定していただきます。

Article 6: LIABILITY

第6条：免責

No Party shall be liable to any other Party for any incidental, indirect, special or consequential damages arising out of the Research Project; provided, however, that this exclusion shall not apply to damages resulting from a Party's willful misconduct or gross negligence, breach of Article 3.1, violation of applicable laws and regulations, infringement of third-party Intellectual Property Rights, or bodily injury or death.

★各当事者は、共同研究に起因する間接損害や特別損害などについて責任を負わないことを明示しています。ただし、この免責は、故意または重過失、守秘義務違反、法令違反、第三者の知的財産権侵害、身体障害や死亡に起因する損害には適用されません。

Article 7: DURATION OF AGREEMENT

第7条：契約期間

7.1 This Agreement shall come into effect on the Effective Date, and it shall remain in force until (month)(date), (year), unless otherwise terminated sooner by mutual

agreement by all of the Parties.

★契約期間を定めています。NEDO との委託契約期間中に本契約が効力を失わないよう、委託契約期間を含んだ期間を設定してください。

7.2 If the other Parties [A. unanimously/B. in the majority] agree to do so (such agreement shall not be unreasonably withheld), they may treat any Party as having withdrawn from the Research Project upon thirty (30) days prior written notice to that Party upon a material breach by that Party of any of its obligations under this Agreement; provided, however, that such withdrawal shall become effective only if the breaching Party shall fail to (i) remedy or cure the breach within such thirty (30) day period, or initiate a remedy or cure within such period if it is not practicable to complete the cure in such period; or (ii) within such thirty (30) day period, provide written notice of the breaching Party's dispute of the alleged breach or failure to cure and its invocation of the dispute resolution provisions set forth in Article 5.2.

★契約解除条項です。機密保持違反や法令違反に備えた一般的な解除条項となります。

7.3 The provisions in Articles 3, 4, 5, 6, and 9 shall remain in force after the expiration or termination of this Agreement or the withdrawal of any Party.

★一部の内容は契約終了後も有効であることを定めています。

Article 8: COMPLIANCE WITH LAWS AND REGULATIONS

第8条：法・規則の準拠

Each Party shall observe all applicable laws, regulations, and treaties, including export control laws and regulations, and all relevant international agreements such as the Convention on Biological Diversity, and guidelines of the countries and

institutions in which it conducts the Research Project. Each Party shall also comply with applicable economic sanctions, anti-bribery and anti-corruption laws, research integrity policies, and data protection laws (including restriction on cross-border transfers), and shall implement controls to prevent deemed exports.

★国際共同研究において注意すべき点の一つは輸出管理であり、本条では生物多様性条約への言及も含めています。さらに、経済制裁、贈収賄防止、研究不正防止、データ保護（越境移転を含む）、みなし輸出防止など、国際的なコンプライアンス要件を遵守することが求められます。米国では、留学生への情報開示が「みなし輸出」として摘発された事例もあるため、特に注意が必要です。

Article 9: MISCELLANEOUS

9.1 None of the Parties shall be responsible in damages to any of the other Parties for any failure or delay in performance of any of its obligations hereunder due to any war, earthquake, riot, fire, flood, explosion, epidemic or pandemic, or other disaster or similar event or any governmental act or regulation or action or embargo, any act of God and any other event beyond such Party's control (hereinafter referred to as the "Force Majeure Event"); provided, however, that such Party shall take all steps reasonably possible to mitigate damages caused by such failure or delay. For the avoidance of doubt, lack of funds shall not constitute a Force Majeure Event. In the event that a Party (hereinafter referred to as the "Affected Party") shall claim that a Force Majeure Event has occurred thereby resulting in the failure or delay in its performance hereunder, the Affected Party shall give to the other Parties notice in writing within ten (10) days from the date of occurrence of such Force Majeure Event and shall provide sufficient written evidence thereof, including the nature and effect of the Force Majeure Event on its obligations. Notwithstanding the foregoing, if such

failure or delay shall continue for more than six (6) months, the non-affected Party shall have the right, at any time thereafter during the continuance of such failure or delay, to terminate this Agreement.

- ★不可抗力（戦争、地震、暴動、火災、洪水、爆発、疫病やパンデミックなど）により義務履行が遅延または不能となった場合の免責と、その際の手続を定めています。不可抗力を主張する当事者は、発生から10日以内に通知し、証拠を提示する義務があります。また、不可抗力が6か月以上続く場合、他方当事者は契約を解除する権利を有します。なお、資金不足は不可抗力に該当しないことが明記されています。

- 9.2 All notices or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand or sent by e-mail with delivery/read receipt, by courier with tracking capability or by prepaid registred post to the relevant Party at its address set out in the contact information below or such other address as may be notified from time to time by the addressee to the other Parties. A notice shall be deemed received (i) if delivered by hand, on the date of delivery; (ii) if sent by e-mail, on the next business day following transmission, unless a bounce-back or error message is received; (iii) if sent by courier, on the date of delivery by the courier service concerned; and (iv) if sent by prepaid registered post, on the date of receipt. Transmission by facsimile (Fax) shall not be accepted. When any change occurs to the contact information below, the Party for whom the information has changed shall promptly notify the other Parties of the change(s).

★連絡・通知方法です。

To XXX:

[Addressee]
[Address]
[Phone]

To AAA:

[Addressee]
[Address]
[Phone]

[Fax]	[Fax]
[e-mail]	[e-mail]

To YYY:	To BBB:
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[Addressee]	[Addressee]
[Address]	[Address]
[Phone]	[Phone]
[Fax]	[Fax]
[e-mail]	[e-mail]
To ZZZ:	

[Addressee]
[Address]
[Phone]
[Fax]
[e-mail]

9.3 This Agreement and all rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of Japan.

★本サンプルでは、日本法を準拠法としておりますが、相手機関との交渉状況や契約実務に応じて準拠法を決定する必要があります。準拠法の選択は、紛争解決条項（仲裁地・仲裁機関）との整合性を確保することが重要です。また、委託契約（NEDO 契約）との整合性を保つため、日本法を選択することが望ましいですが、相手側の法制度やリスクも考慮してください。

9.4 If a court of competent jurisdiction holds that (i) any portion of this Agreement is void, voidable, illegal, or otherwise unenforceable; or (ii) this Agreement would be void, voidable, illegal, or otherwise unenforceable unless a portion of this Agreement were severed from this Agreement, then such portion shall be automatically deemed to be severed and removed from this Agreement and shall not affect the continued effectiveness of this Agreement unless to do so would irrevocably change the

underlying purpose of this Agreement.

- ★本条は「分離可能性条項」を定めており、契約の一部が無効・違法・履行不能と判断された場合でも、契約全体の効力を維持することを目的としています。ただし、無効部分の削除により契約の根本目的が失われる場合は、この限りではありません。国際契約では、裁判所の判断により一部条項が無効となる可能性があるため、本条を設けることで契約全体の安定性を確保します。

9.5 This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements and discussions in connection with the subject matter of this Agreement, and it is expressly declared that no variations of this Agreement shall be effective unless agreed by the Parties in writing.

- ★本条は「完全合意条項 (Entire Agreement Clause)」を定めており、過去の口頭・書面による合意や議論よりも本契約が優先することを明示しています。また、契約の修正は当事者間の書面合意が必要であることを確認しています。

9.6 Nothing in this Agreement creates any agency, legal partnership or legal joint venture between the Parties; provided, however, that this shall not affect the collaborative research partnership established under this Agreement.

- ★本条は当事者間に代理関係、法的組合や法的ジョイントベンチャーを創設しないことを確認しています。

9.7 This Agreement may be executed in counterparts and shall become effective only when one or more counterparts have been executed by each of the Parties hereto. Each counterpart shall be deemed an original and all the counterparts shall together constitute a single instrument, notwithstanding that each Party is not a signatory to the original or the same counterpart. This Agreement may be executed by a Party's signature transmitted by e-mail in "portable document format" (pdf) or by a Party's electronic signature, and delivery of a copy of this Agreement bearing an original or electronic signature by electronic transmission shall

have the same force and effect as physical delivery of
the paper document bearing an original manual signature.

★本条は複数写しでの署名（カウンターパート）を認める旨も含まれており、国際契約実務上重要な条項です。郵送による遅延リスクを回避するため、電子メールで送付されたPDF署名や電子署名を原本と同等の効力を持つとする場合の記載例です。国際契約では、電子署名の法的有効性は各国の法制度に依存するため、事前に当事者間で確認し、必要に応じて電子署名法や適用法令に基づく対応を行うことが重要です。

Each Party shall sign xx identical copies of this Agreement
and retain one copy.

★本条は、契約書を複数写しで署名し各当事者が保管することを定めています。

Date: _____

Date: _____

XXX:

AAA:

President

President

Date: _____

Date: _____

YYY:

BBB:

President

President

Date: _____

Date: _____

ZZZ:

President

Date: _____

★本契約は研究者個人ではなく、研究機関間で締結するため、署名者は各機関の代表者、または代表者から正式に署名権限を委任された責任者である必要があります。署名権限の有無は、委任状や権限証明書により確認することが望ましく、国際契約では特に重要です。また、電子署名を採用する場合は、権限確認と法的有効性の整合性を事前に確認してください。