[Translation]

Form 3

**Social Cooperation Program Agreement**

The University of Tokyo (the “**University**”) and [TBD] (the “**Partner**”) hereby enter into this Social Cooperation Program Agreement as set forth below (this “**Agreement**”).

**Article 1 Definitions**

The “Social Cooperation Program” means the courses and/or research sections that are established, as a part of the collaborative research accepted from the Partner, in the University’s graduate school organizations conducting the education and research, such as faculties and research departments, and the organizations conducting the education and research, such as institutes and the University-wide Centers.

**Article 2 Purpose**

1 The Social Cooperation Program is implemented using fundamental expenses received from the Partner to conduct cooperative research with the University with respect to common issues with high public interest (the “**Collaborative Research**”).

2 In establishing the Social Cooperation Program, it will be intended to promote the education and research system to be mobilized, internationalized, and interdisciplinary and for its research results to be disclosed to the public in order to promote the development of academia and society and to advance and enrich the education and research at the University of Tokyo.

**Article 3 Principles of Establishment and Management**

1 The University and the Partner shall pay sufficient attention to securing the independence of the University’s education and research under the Social Cooperation Program, in the establishment and management of the Social Cooperation Program.

2 The establishment and management of the Social Cooperation Program are subject to the following requirements.

(1) The teachers assigned to the Social Cooperation Program may conduct the Collaborative Research as well as education for the students of the faculties and graduate schools of the University.

(2) The University may accept people belonged to the Partner to be engaged in the Collaborative Research as Private Business Collaborative Researchers.

**Article 4 Name**

The Social Cooperation Program will be given a name which indicates the details of the education and research of that Social Cooperation Program. The name of this course is [TBD].

**Article 5 Social Cooperation Program Teachers**

1 The Social Cooperation Program Teacher [The teaching positions for the Social Cooperation Program] shall not be filled by the Partner’s researchers or teachers of the University; provided, however, that the Social Cooperation Program Teacher may be concurrently occupied by the teachers of the University if there is adequate reason.

2 More than one Social Cooperation Program Teacher must be the person whose position is equivalent to professor or associate professor.

3 The Social Cooperation Program Teacher will be appointed pursuant to the University’s appointment criteria for a teacher.

**Article 6 Duties of Social Cooperation Program Teacher**

1 The Social Cooperation Program Teacher will conduct the Collaborative Research.

2 The Social Cooperation Program Teacher may conduct any research necessary to achieve the purpose set forth in Article 2 with free idea.

**Article 7 Valuation**

A valuation committee will be established at the University in order to valuate the educational content and methodology, and the research activities of the Social Cooperation Program. The valuation committee will carry out the valuation each year and after the expiration of the term.

**Article 8 Term**

The term of the Social Cooperation Program is from [M/D/Y] to [M/D/Y].

**Article 9 Bearing of Expenses**

1 The Partner shall bear the expenses set forth below that are necessary for the performance of the Collaborative Research and for the management of the Social Cooperation Program (the amount is set forth in Table 1):

(1) an amount equivalent to the total of the personnel expenses for the Social Cooperation Program Teachers, honoraria, traveling expenses, plant and equipment expenses, expendable item expenses, utility expenses, and other costs which are necessary for the education and research (including the Collaborative Research) in the Social Cooperation Program (the “**Fundamental Costs**”) , and the research support expenses provided in the University’s regulations, excluding ordinary expenses required for the maintenance and management of the University’s facilities and equipment, plus the amount of any consumption tax and local consumption tax; and

(2) the amount of expenses incurred to accept any collaborative researchers under Article 3.2(1), in accordance with the University’s regulations, plus the amount of any consumption tax and local consumption tax (the “**Research Fee**”).

2 Even if the number of collaborative researchers is reduced, the Research Fee paid under Article 10.1 will not be refunded. If the number of collaborative researchers increases, the Partner shall pay any Research Fee incurred as a result thereof.

**Article 10 Payment of Expenses**

1 The Partner shall pay the expenses set forth in Table 1 in accordance with the invoice issued by the University and by the deadline determined by the University.

2 If the Partner does not pay the research expenses in Article 10.1 by the deadline provided in Article 10.1, the University may demand the Partner to pay a late charge calculated at a rate of 3% per annum on the unpaid amount from the day after the payment deadline until the day payment is made and the Partner shall comply with such demand.

**Article 11 Accounting**

The University shall do the accounting for the expenses in Article 9.

**Article 12 Ownership of Equipment Obtained with the Expenses**

The ownership of all of the facilities, plant and equipment, and fixtures obtained with the expenses set forth in Table 1 belong to the University.

**Article 13 Cancellation or Extension of Social Cooperation Program**

1 The University and the Partner may cancel or extend the term of the Social Cooperation Program upon consultation between the University and the Partner if a force majeure or unavoidable event including natural disaster which is difficult to predict occur. In such case, the University or the Partner shall not be liable for any damage, loss or responsibility incurred against the other party as a result of such cancellation or extension of the Social Cooperation Program except for the cases set forth in Article 14.

2 If the Social Cooperation Program is cancelled pursuant to Article 13.1, both the University and the Partner shall take care not to cause the Social Cooperation Program Teachers employed for such course or undergraduate or graduate students of such Social Cooperation Program to suffer any disadvantage.

**Article 14 Treatment of Expenses upon Termination of Social Cooperation Program**

1 The University shall immediately notify the Partner in writing if the received expenses are likely to run short as a result of the extension of the term of the Social Cooperation Program pursuant to Article 13. In such case, the University and the Partner will decide upon consultation with the University whether to bear the shortfall of the activity cost.

2 If the Social Cooperation Program is cancelled pursuant to Article 13 or the termination of this Agreement and the part of the Fundamental Costs paid under Article 10.1 becomes unnecessary, the University must refund such unnecessary amount to the Partner.

**Article 15 Treatment of Collaborative Research**

The treatments of the Collaborative Research and inventions are set forth to the Collaborative Research Agreement separately provided.

**Article 16 Termination**

1 The University or the Partner may, if any of the following occurs with respect to the other party, request the other party in writing to remedy within fourteen (14) days by specifying the appropriate period for the remedy, and may immediately terminate this Agreement if the other party fails to remedy within such period:

(i) fraudulent or unreasonable act regarding execution or performance of this Agreement; or

(ii) breach of any provisions of this Agreement.

**Article 17 Damages**

The University or the Partner may seek against the other party only for the direct damage incurred as a result of any of the events set forth in Article 16 or willful misconduct or gross negligence of the other party.

**Article 18 Effective Term**

1 The effective term of this Agreement is the same as the Term for Social Cooperation Program.

2 Articles 14.2, 17, 18.2 and 20 will remain valid after termination or expiration of this Agreement until all the applicable items set forth in such Articles lapse.

**Article 19 Consultation**

Any matters not provided for in this Agreement shall be determined upon consultation between the University and the Partner.

**Article 20 Governing Law, Jurisdiction**

1 This Agreement is governed by the laws of Japan.

2 The Tokyo District Court (principal office) shall have exclusive jurisdiction as a court of first instance with regards to any dispute concerning this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate and each party shall retain one copy thereof.

[Date]

(University)

(Partner)

(Table 1) Expenses

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Segment | Year | Fundamental Costs | Research Support Funds | Research Fee | Total Amount |
| 1st |  | JPY | JPY | JPY | JPY |
| 2nd |  | JPY | JPY | JPY | JPY |
| 3rd |  | JPY | JPY | JPY | JPY |