**Non-Disclosure Agreement**

This Non-Disclosure Agreement (this “Agreement”) is entered intoon[ date ] , 20\*\*(“Effective Date”), between Institute of Science Tokyo (“Science Tokyo”), a national university corporation organized and existing under the laws of Japan with its principal office at 12-1, Ookayama 2-chome, Meguro-ku, Tokyo 152-8550, Japan**,** and [ name ] ([“ abbr. ”]), a corporation with its principal office at [address].

Science Tokyo and [ abbr. ] may be referred to in this Agreement collectively as the “Parties” and each individually as a “Party”,

**WITNESSETH:**

**WHEREAS**, pursuant to the terms and conditions of this Agreement, each Party is willing to provide to the other Party certain confidential information for the purpose of discussing possible collaboration between the Parties on [ subject matter ] wherein [Professor \*\*\*\*\*\*\* of School of \*\*\*\*\*\*\*\*\*] is the principal researcher in Science Tokyo (“Purpose”); and

**WHEREAS**, the Parties desire to set forth the terms and conditions under which each Party will use and hold such information in confidence;

**NOW, THEREFORE**, in consideration of these premises, and of the mutual promises and covenants, contained herein, the Parties agree as follows:

1. **Definitions**
	1. **“Disclosing Party”** means the Party or the Representative (as defined in Section 1.4) thereof that discloses or causes to be disclosed the Confidential Information (as defined in Section 1.2) to the other Party or the Representative thereof; and **“Receiving Party”** means the Party or the Representative thereof that receives the Confidential Information from the Disclosing Party.
	2. **“Confidential Information”** shall mean any and all information which is disclosed by the Disclosing Party to the Receiving Party hereunder, in any manner of form, including without limitation, by means of demonstration, device, apparatus, model, sample of any kind, computer software, magnetic medium, or documentation, provided however, to be treated as Confidential Information, such information shall be clearly designated and marked as “Confidential” or “Proprietary,” or if disclosed orally or visually, identified as confidential at the time of such disclosure and confirmed in writing within thirty (30) days of such disclosure.
	3. Notwithstanding the foregoing, the term “Confidential Information” shall not apply to information which:
2. is now or becomes generally available to the public other than as a result of a disclosure by the Receiving Party;
3. was already known to the Receiving Party on a non-confidential basis prior to being disclosed by the Disclosing Party;
4. becomes available to the Receiving Party either before or after being furnished by the Disclosing Party from a source other than the Disclosing Party or its Representative if the Receiving Party reasonably believes that such source was not subject to any prohibition against transmitting the information to the Receiving Party and/or was not bound by a confidentiality agreement with the Disclosing Party; or
5. is developed by the Receiving Party independent of information disclosed by the Disclosing Party.
	1. **“Representatives”** means, with respect to each Party, such Party’s directors, officers, employees, consultants, subcontractors, attorneys and agents.
6. **Use of the Confidential Information**

The Receiving Party shall not use the Confidential Information other than for the “Purpose”, and will keep the Confidential Information strictly confidential and safeguard the Confidential Information from unauthorized disclosure.

1. **Nondisclosure of the Confidential Information**

Except as may be required by law, without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose the Confidential Information to any person or entity (other than to its Representatives). The Confidential Information may be disclosed to the Receiving Party’s Representatives, but only if such Representatives need to know the Confidential Information in connection with the Purpose and agree to comply with the terms of this Agreement. Such Representatives will be informed of the confidential nature of the Confidential Information and the requirement that it not be used other than in connection with the Purpose.

1. **Compelled Disclosure**

The obligations of the Receiving Party herein shall not apply if, and to the extent that, the Receiving Party is requested or required to disclose any Confidential Information in accordance with the law, court order or governmental order, provided, however that, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement and its reason to disclose the Confidential Information.

5. **Invention**

In the case where any of the Representatives of the Receiving Party makes any invention based on or resulting from the Confidential Information disclosed by the Disclosing Party, the Receiving Party shall notify the Disclosing Party of the details of the said invention, and both parties shall negotiate in good faith about ownership and other matters relating to the intellectual property right deriving from the said invention.

6. **Term**

This Agreement shall become effective as of the Effective Date and shall expire [one (1) year] after the Effective Date. The obligations of the Receiving Party hereunder with regard to any Confidential Information disclosed during that period shall continue for a period of three (3) years after such expiration.

7. **Return of Information**

The Confidential Information shall remain the property of the Disclosing Party. Upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy the Confidential Information disclosed from the Disclosing Party as well as any copies thereof.

8. **Remedies**

Each Party acknowledges and agrees that money remedies may not be a sufficient remedy for any breach of this Agreement by such Party, and the other Party may be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by such Party but will be in addition to all other remedies available at law or in equity to the other Party.

9. **No Representations**

The Receiving Party understands and acknowledges that the Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and the Disclosing Party expressly disclaims any and all liability to the Receiving Party or to any other person that may be based upon or relate to the use of the Confidential Information or any errors in or omissions from such information.

10. **Liabilities**

Neither Party shall be liable to the other Party for any consequential, punitive or special damages under or in connection with this Agreement.

11. **Governing Law**

This Agreement shall be governed by and construed and interpreted under the laws of Japan without reference to its principles governing conflicts of laws.

12. **Settlement of Dispute**

Any dispute, controversy and/or difference which may arise out of, in relation to, or in connection with this Agreement, or the breach thereof, which cannot be amicably settled by mutual accord, shall be settled by arbitration in Tokyo, Japan in accordance with the rules of procedure of the Japan Commercial Arbitration Association. The judgment upon the award rendered by such arbitration shall be final and binding upon the Parties. Such award may if desired be entered in any court having jurisdiction or application may be made to such court for an order of enforcement.

13. **No Commitment**

This Agreement shall not create a partnership, joint venture or relationship of trust or agency among the Parties. The Parties acknowledge that they are not under any legal obligation to enter into any definitive agreement, except for the confidentiality matters set forth in this Agreement. For the avoidance of doubt, neither Party shall be liable to or responsible for any damages or expenses for any failure to agree upon any definitive agreement.

14. **Miscellaneous.**

14.1 No License

This Agreement shall not create any right or license to the Confidential Information or any patents derived from or based upon the Confidential Information.

14.2 No Waiver

No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

14.3 Assignment

Neither Party hereto shall assign, transfer or otherwise dispose of this Agreement or any of its rights, interest or obligations hereunder without the prior written consent of the other Party.

14.4 Severability

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

14.5 Entire Agreement

This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes, cancels and annuls all prior or contemporaneous negotiations and communications.

14.6 Amendment

This Agreement shall not be amended except in a writing signed by the Parties.

14.7 No Third Party Beneficiaries

Nothing in this Agreement, express or implied, is intended or will be construed to confer upon or give any person or entity other than the named Parties (and their respective successors and permitted assigns) any rights or remedies under, or by reason of, this Agreement, the Transaction or any other matter contemplated by this Agreement.

14.8 Export

 Each Party shall comply with all applicable export laws, regulations and rules and, in particular, will not export or re-export the Confidential Information without obtaining all required government licenses, approvals or waivers.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

## National University Corporation [ ]

**Institute of Science Tokyo**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Naoto Ohtake 　　　 Name:

Title: President and Chief Executive Officer, Title:

Date: Date: