Confirmation form for student participation in joint research

Guidelines for completing the letter of confirmation

(Please read thoroughly before completing the form)

This document aims to ensure that students fully understand the duties and risks arising when participating in joint research, contract research, or research conducted following conclusion of a nondisclosure agreement or MTA (Material Transfer Agreement) with a corporation (hereinafter referred to as “Joint Research”).

**Requests to the principal researcher and supervisor**

Students are in the position of receiving education. While allowing students to participate in Joint Research will give them an opportunity to engage in advanced research, in some cases, it imposes legal liabilities and risks. You are asked to explain this to students in accordance with the letter of confirmation and receive their consent. Even when consent has been obtained from the students, sufficient attention should be given when giving instructions, such as prohibiting unnecessary access to confidential information.

One original and two photocopies of this document shall be prepared. The original should be submitted to the Social Cooperation Management Office, and one copy should be retained by the principal researcher (in the case where the principal researcher is not the supervisor, both parties) and the student, respectively.

Also, when an amended agreement is concluded for the Joint Research while the student is enrolled in the university, the term of confidentiality may be extended. In that case, you are required to explain it to and obtain consent from the student and resubmit the letter of confirmation.

**Requests to the students**

Your participation in Joint Research will be a valuable opportunity to be involved in advanced research. On the other hand, when you receive confidential information from the other party in the Joint Research or when you are required to comply with the confidentiality obligations regarding the research outcome, you will undertake such risks as the inability to explain part of the research details in job interviews, the inability to disclose or use confidential information even after graduation or the completion of the research, and being held legally accountable for the leak of confidential information.

You are asked to sign at the end of the letter of confirmation after receiving an explanation about the details of the research and the risks arising from participation from the principal researcher or supervisor and understanding/confirming such explanation.

 Please direct any questions to the following point of contact.

Division of Research Integrity, Head Office for Research & Social Collaboration

E-mail: sangakukan-risk@crc.mie-u.ac.jp

Related Rules (excerpt)

**Mie University Rules on Confidential Information Management in Industry-academia-government Collaboration**＊1(hereinafter referred to as “Confidential Information Management Rules”)

<http://www.crc.mie-u.ac.jp/rm/secret.>

(Prohibition on disadvantageous handling)

Article 11 The University may not handle disadvantageously students who refuse to participate in joint research or contract research in relation to their grades, recommendations for employment examinations, advancing to graduate school, and research supervision.

**Mie University Rules on Intellectual Property**＊2 (hereinafter referred to as “Intellectual Property Rules”)

<http://www.mie-u.ac.jp/gakunai/kisoku/act/frame/frame110000214.htm> (limited to within the university)

(Notification of intellectual property creation)

Article 3 When staff et al. create any of the following intellectual property, the staff must, in principle, notify Division of Intellectual Property Governance in Head Office for Research & Social Collaboration (hereinafter referred to as “Division of Intellectual Property Governance”) at least one month prior to the presentation inside or outside the university.

(1) Intellectual property creation resulting in a patent, utility model right or design, or trademark (symbol) right

(2) Intellectual property creation resulting in a breeder’s right to seeds and seedlings

(3) Intellectual property creation resulting in a layout-design exploitation right for a semiconductor integrated circuit

(4) Intellectual property creation resulting in the copyrights for programs (including databased searched using a computer listed in paragraph 3 of the preceding article)

(5) Intellectual property creation resulting in a tangible outcome (bacteria, reagent, device, model, etc.)

(6) Creation of intellectual property related to technical information that can be kept confidential

4 When a student contributes to creation (production) of such intellectual property creation, in principle, the head of the laboratory to which the joint researcher student belongs or the principal researcher shall make the notification, and the student shall delegate the procedure to be performed after making the notification to the head of the affiliated laboratory or principal researcher.

(Compensation)

Article 7 The university shall pay consideration to the inventor or creator when the rights to the intellectual property are taken over by the University. The amount of consideration shall be 10,000 yen per case when the university succeeds the right to receive the patent, breeder’s right to seeds and seedlings, or copyright for a program, and 5,000 yen per case when the university succeeds the right related to other intellectual creation as intellectual property. In the case of a creation by multiple inventors or creators, the consideration shall be paid in proportion to the degree of contribution. In that case, when a patent application is filed with one or more overseas patent offices for the same creation for which a patent application is filed with the Japan Patent Office and the university succeeds the right to receive such patent, the creation shall be deemed as one case.

2 If the university earns money from an external organization based on the right related to the intellectual property taken over by the university, compensation shall be paid to the inventor or creator in accordance with the following ratio. In that case, if the intellectual property is created by multiple inventors or creators, consideration shall be paid in proportion to the degree of contribution.

A total of 50/100 of the income after deductions (after deducting the expenses for application and maintenance required for the invention and expenses paid to a technology licensing organization in relation to technology transfer) will be allocated to the inventor or creator, 20/100 will be allocated to the university, 20/100 will be allocated to the faculty etc. to which the inventor or creator is affiliated, and 10/100 will be allocated to Mie TLO.

3 In accordance with the provision of Article 5, Paragraph 2, when the inventor or creator owns part of the rights concerning the intellectual property, the amount of compensation set forth in the preceding two paragraphs shall be divided proportionally based on the university’s share of ownership of the rights.

4 The right to receive compensation set forth in the preceding three paragraphs will continue even after the affiliation of the inventor or creator involved in the right changes (retirement, career change, or graduation). However, if the inventor or creator involved in the right dies, the right will be succeeded by the heir.

5 The compensation payment procedure including bank transfer will be conducted by the Social Cooperation Management Office in the Department of Research and Regional Collaboration (hereinafter referred to as “Social Cooperation Management Office”).

**Guidelines on the disciplinary actions for students at Mie University**＊3(hereinafter referred to as “Student Disciplinary Action Guidelines”).

<http://www.mie-u.ac.jp/gakunai/kisoku/act/frame/frame110000277.htm> (limited to within the university)

\*1　 Mie University Rules on Confidential Information Management in Industry-academia-government Collaboration：国立大学法人三重大学産学官連携における秘密情報管理規程

\*2　 Mie University Rules on Intellectual Property：国立大学法人三重大学知的財産規程

\*3　 Guidelines on the disciplinary actions for students at Mie University：三重大学における学生の懲戒に関する指針

Confirmation form for student participation in joint research

Date:

To the President of Mie University

|  |  |  |  |
| --- | --- | --- | --- |
| Principal researcher | Name: | Supervisor\*Complete only when the supervisor is not the principal researcher | Name: |
| Affiliation: | Affiliation: |
| Job title: | Job title: |
| Extension: | Extension: |
| E-mail： | E-mail： |

\* The name must be handwritten.

In relation to student participation in the research below, I confirm that I have given the necessary explanation of the matters in this document to the student and received the student’s understanding, and I hereby submit this letter of confirmation in relation to the student’s participation in the joint research.

**[１] Subject research**

|  |  |
| --- | --- |
| Agreement type | ( ) Joint research ( ) Contract research ( ) NDA ( ) MTA |
| Name of other parties |  |
| Research subject |  |
| Agreement term (\*4) | ( ) ,( ) Date of research expense payment | to  |  , |
| Confidentiality term (\*4 \*5) | ( ) 2 years after the end of the agreement<as stated in the university’s joint/contract research agreement template (\*6)>( ) Other ( ) |

\*4 Check in the applicable parenthesis and enter the date.

\*5 When the confidentiality term has been set as “X years from the end of the agreement,” even if the agreement term is extended after the student’s graduation, the confidentiality term applicable to the student shall not be extended.

\*6 The university’s agreement template sets forth the confidentiality term at the end of paragraph 2 of (Agreement period and remaining provisions).

**[2] Participating student**

|  |  |
| --- | --- |
| Faculty/Graduate school |  |
| Course/Department/Center |  |
| Student number |  |
| Name |  |

**Please go to [3] on the next page.**

**[3] Explanation and confirmation items**

The following must be explained **by the principal researcher or supervisor** to the participating student indicated above. After the student understands the item, **the student** should place a checkmark in the checkbox and sign at the end.

[About the research]

|  |  |
| --- | --- |
| I have received an explanation and understand the details of the research (research topic, other party, etc.) and the confidentiality term. | □ |
| I have received an explanation and understand that even if I do not participate in the research, I will not suffer any disadvantage in relation to grades, recommendations for employment examinations, advancing to graduate school, and research supervision in accordance with the provision of Article 11 of the Confidential Information Management Rules. | □ |

[About the handling of intellectual property]

|  |  |
| --- | --- |
| I have received an explanation and understand that when carrying out research activities, I will delegate the handling of an invention or other intellectual property in which I am involved solely to Principal researcher (Supervisor) in accordance with the provision of Article 3, Paragraph 4, of the Intellectual Property Rules. | □ |
| I have received an explanation and understand that when intellectual property etc. are succeeded by Mie University,1. I have the right to receive compensation for the intellectual property etc. that is paid in accordance with the provision of Article 7 of the Intellectual Property Rules, and
2. I will not be able to become a right holder such as a patent applicant.
 | □ |

[About the confidentiality obligations]

|  |  |
| --- | --- |
| I have received an explanation and understand that I shall not provide, disclose or leak any confidential information learned while conducting research activities or disclosed from the other party and shall not use such confidential information for any purpose other than the research during the confidentiality term stated in **[1] Subject research** even after graduation. | □ |
| I have received an explanation and understand that restrictions may be placed on research presentations and paper submissions based on the other party’s discretion. | □ |
| I have received an explanation and understand that I may not talk about during a job interview etc. any information concerning the research other than the details for which permission from Principal researcher (Supervisor) is received in advance.  | □ |
| I have received an explanation and understand that violation of the confidentiality obligations may be subject to disciplinary action in accordance with the Student Disciplinary Action Guidelines.  | □ |

I have received an explanation on the matters stated in this document from [enter the name of the person who gave the explanation (either Principal researcher or Supervisor)] and fully understand the details. I will participate in the above research at my discretion.

|  |  |  |  |
| --- | --- | --- | --- |
| Date of confirmation |  | Signature |  |

Please submit the “Declaration Concerning Applicability of a Specific Category for Compliance with Article 25.1 and Article 25.2 of the Foreign Exchange and Foreign Trade Act” together with this Confirmation Form.

Declaration Concerning Applicability of a Specific Category for Compliance with Article 25.1 and Article 25.2 of the Foreign Exchange and Foreign Trade Act

To: The President of Mie University

Date:

Faculty/Graduate school:

Course/Department:

Student number:

Name:

I understand that when the University will provide technology to a resident who falls under 1 (3) Sa (i) or (ii) of “About Transactions or Actions of Providing Technology that Requires Permission Based on the Provisions of Article 25.1 of the Foreign Exchange and Foreign Trade Act and Article 17.2 of the Foreign Exchange Order” (Trade Bureau No. 492 of December 21, 1992; hereinafter referred to as the Service Notification), there is a possibility that permission by the Minister of Economy, Trade and Industry will be necessary based on Article 25.1 and Article 25.2 of the Foreign Exchange and Foreign Trade Act, and for the purpose of the University’s compliance with laws and ordinances, I hereby make the declaration as stated below.

1. ☐ I fall under Category (i) below.
2. ☐ I fall under Category (ii) below.
3. ☐ I fall under Category (i) and Category (ii) below.
4. ☐ I do not fall under either of the categories below.

Category (i)

I have concluded an employment agreement, a delegation agreement, a contracting agreement, or another agreement with a foreign government etc.※2 or a foreign corporation etc.※3

Provided, however, that this excludes a case in which agreement has been made between you or the University and the foreign government etc.※2 or the foreign corporation etc.※3 about the fact that the University’s instructions for you (directions and orders or the obligation of care as a good manager※4 based on an agreement between you and the University) will supersede the foreign government etc.※2 or the foreign corporation etc.※3

Category (ii)

I am receiving, or have promised to receive, economic profit, such as a large amount of money, from a foreign government etc.※2 (A large amount of money refers to profit those accounts for one-fourth or more of your annual income.) Provided, however, that cases of institutional accounting※5 for research funds are excluded.

\*1 If there is a change of declaration content in the future, a declaration is to be made again.

\*2 Foreign government etc.: A foreign country’s government, government agency, local public entity, central bank, political party, or other political organization

\*3 Foreign corporation etc.: A corporation or other organization that has been established based on foreign country’s laws or ordinances (including a foreign university, excluding a branch, sub-branch and other office in Japan of a foreign corporation)

\*4 Obligation of care as a good manager: The obligation of care that is ordinarily expected based on the occupation or abilities and social status as an expert of the person to whom work has been delegated

\*5 Institutional accounting: Managing accounting by using a university’s accounting system and other systems

