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This is an unofficial translation of Rules No. 21 of the National Institutes of Natural Sciences, an Inter-University Research Institute Corporation, Rules for the Handling of Entrusted Research dated April 1, 2004. Only the original Japanese text of these rules has legal effect, and this translation is to be used solely as reference material to aid in understanding the original Japanese version.

National Institutes of Natural Sciences, an Inter-University Research Institute Corporation,
Rules for the Handling of Entrusted Research

April 1, 2004
NINS Rules No. 21

(Purpose)

Article 1 The purpose of these rules is to provide for necessary matters regarding the handling of entrusted research at the National Institutes of Natural Sciences, an Inter-University Research Institute Corporation (hereinafter referred to as “NINS”).

(Definitions)

Article 2 As used in these rules, the term "entrusted research" means research conducted as part of the work of NINS entrusted by a party other than NINS and the expenses required for this shall be borne by the person who intends to apply for entrusted research (hereinafter referred to as the "entrustor").

2. As used in these rules, the term “intellectual property” in these rules means intellectual property according to the handling guidelines of the intellectual property policy established NINS.

(Criteria for acceptance of entrusted research)

Article 3 When accepting entrusted research, NINS shall accept it if it is meaningful for NINS in terms of research and education and there is no risk of hindering the original research and education.

(Conditions of acceptance)

Article 4 When accepting entrusted research, the conditions listed in the following items must be attached.

(i) Entrusted research may not be unilaterally canceled.

- (ii) Expenses required for entrusted research (hereinafter referred to as "entrusted research expenses") shall be paid with an invoice separately issued by NINS.
 - (iii) Even if the entrusted research is canceled or its period is extended, NINS shall not be held responsible for it, and the entrusted research expenses shall not be returned to the entrustor; provided however, that if there are special circumstances, all or part of the expenses may be returned within the amount of the unused expenses.
 - (iv) The attribution of intellectual property rights resulting from entrusted research shall be in accordance with the handling guidelines of the intellectual property policy established by NINS.
 - (v) It is possible to have the entrustor use the intellectual property rights resulting from the entrusted research for a fee, or to transfer part or all of it.
 - (vi) Equipment, etc. acquired through entrusted research funds shall belong to NINS.
2. In addition to what is provided in the preceding paragraph, it is possible to impose conditions deemed necessary for acceptance of entrusted research.
3. If the entrustor is a national institution, an independent administrative agency, a national university corporation, an inter-university research institute corporation, or a local government, and if the entrustment is a re-entrustment from the national government, the conditions set forth in Item (iv) and Item (vi), Paragraph 1 may not be attached.

(Application for entrusted research)

Article 5 The entrustor shall submit the Application for Entrusted Research (Appended Form 1) (hereinafter referred to as the "application") to the head of the inter-university research institute stipulated in Article 2, Paragraph 1, the research facility under the direct control of NINS as stipulated in Article 2-2, Paragraph 1, or the Okazaki Research Facilities as stipulated in Article 50, Item (i) (hereinafter referred to as "institutes") (in the case of the Okazaki Research Facilities, the director general of the inter-university research institute that has close ties and cooperation with the research facilities; the same shall apply hereinafter).

2. Notwithstanding the provisions of the preceding paragraph, if the entrusted research to be applied for is openly recruited research, a copy of the acceptance notification shall be substituted for the application.

(Decision to accept)

Article 6 The decision to accept the entrusted research shall be entrusted by the president to the director general.

(Notification of decision to accept, etc.)

Article 7 Pursuant to the provisions of the preceding article, when the acceptance of entrusted research is decided, the notification of decision on acceptance (Appended Form 2) shall be sent to the entrustor.

(Conclusion of the entrusted research agreement)

Article 8 The conclusion of the entrusted research agreement shall be entrusted by the president to the director general.

2. When the director general makes the decision set forth in Article 6, he/shall promptly conclude the entrusted research agreement with the entrustor.

(Liability for research expenses)

Article 9 The entrustor shall pay the total amount of the amount equivalent to the expenses directly necessary to carry out the research, such as personnel expenses (including honoraria), travel expenses, equipment expenses, supplies expenses, utility expenses (hereinafter referred to as "direct expenses")) and the amount determined by taking into consideration the expenses other than the direct expenses related to the execution of the research (hereinafter referred to as "indirect expenses").

2. In the case of calculating the amount to be borne by the entrustor pursuant to the provisions of the preceding paragraph, the amount equivalent to 30% of the direct costs shall be the standard amount.
3. Notwithstanding the provisions of the preceding two paragraphs, only direct costs may be borne if any of the following items apply.
 - (i) When the entrustor is the government (including non-governmental organizations that receive subsidies from the government and outsource research by subcontracting; the same shall apply in the next item.)
 - (ii) If the entrustor is other than the government, and the president recognizes that it falls under any of the following:
 - (a) If the entrustor is a special corporation, authorized corporation, independent administrative agency, or local government, and there are no indirect expenses due to financial circumstances
 - (b) Even if the entrustor is other than the national government, if the project continues to receive direct funding for research projects that have previously received only direct funding
 - (c) If there is no provision for indirect expenses related to the research expenses of the competitive research expenses

(Accounting for research expenses)

Article 10 The expenses required for entrusted research must be all accounted through the accounting of NINS.

(Cancelation of entrusted research, etc.)

Article 11 When the director general recognizes that there is a natural disaster or other unavoidable reason, after consulting with the entrustor, he/she may decide to cancel the

entrusted research or extend its period.

2. Pursuant to the provisions of the preceding paragraph, if the entrusted research is canceled or the period is decided to be extended, the president and the entrustor shall be notified to that effect.

(Report of completion of the entrusted research)

Article 12 When the entrusted research is completed, the person in charge of research must submit a completion report (Appended Form 3) to the director general of the institute to which he/she belongs.

2. The director general shall report to the president when receiving the report set forth in the preceding paragraph.

(Notification to the entrustor)

Article 13 When the director general receives the report of paragraph 1 of the preceding article, he/she shall promptly notify the entrustor of the results of the research; provided however, that if the director general deems it necessary, he/she may have the person in charge of research do this.

(Specification of know-how)

Article 14 Regarding the content of the research results to be notified to the entrustor pursuant to the provisions of the preceding article, technical information that can be kept confidential and has financial value shall be designated as know-how after consultation with the entrustor.

(Assignment or establishment of exclusive license, etc.)

Article 15 The right to receive a patent or the patent right that belongs to NINS for an invention resulting from entrusted research may be transferred or granted an exclusive license to the entrustor or a designated person after consultation between NINS and the entrustor.

(Preferential implementation of the patent right, etc.)

Article 16 When there is a request from the entrustor or a person designated by the entrustor to preferentially implement the intellectual property rights that belong to NINS for the intellectual property resulting from the entrusted research, NINS may, upon consultation with the entrustor, set a period for the preferential implementation of intellectual property rights and implement this.

(Authorization of implementation to a third party)

Article 17 If the entrustor or a person designated by the entrustor does not implement the intellectual property rights belonging to NINS for a certain period of time from the date of completion of the entrusted research, or the preferential implementation period stipulated in the preceding article is not implemented for a certain period of time after the commencement, NINS may grant a person other than the entrustor and person designated by the entrustor to implement the intellectual property right.

(License fee)

Article 18 Pursuant to the provisions of the preceding two articles, when authorizing the implementation of the intellectual property rights, etc. concerned, the license fee specified separately in the license agreement shall be collected.

(Publication of research results)

Article 19 In principle, the results of entrusted research shall be made public; provided however, that the director general shall consult with the entrustor, if it is necessary to determine the timing and method.

(Confidentiality)

Article 20 Persons who have received or obtained technical and business information from the entrustor when conducting entrusted research must give due consideration to the confidentiality of all such information.

(Auxiliary provision)

Article 21 In addition to what is provided in these rules, necessary matters regarding the handling of entrusted research shall be specified separately.

Supplementary Provision

These rules shall come into effect as of April 1, 2004.

Supplementary Provision

These rules shall come into effect as of April 1, 2018.

Supplementary Provision

These rules shall come into effect as of October 1, 2020.

Supplementary Provision

These rules shall come into effect as of August 1, 2021.

Appended Form 1

(Front)

Date: (yyyy, mm, dd)

Application for Entrusted Research

National Institutes of Natural Sciences

To: (Director general)

(Entrustor)

Address

Name

I hereby apply to entrust research as follows.

Details

1. Research topic
2. Research purpose and content
3. Expenses required for research
4. Desired research completion deadline (yyyy, mm, dd)
5. Person in charge of research
6. Provision of research, equipment, etc.
7. Others

(Back)

Research expenses calculation statement					
Research topic					
Entrustor					
Entrustment amount	yen	Summary			
Breakdown					
Expense items	Particulars	Quantity	Unit price	Amount of money	Remarks
Honoraria					
Travel expenses					
Personnel expenses					
Equipment expenses					
Supplies expenses					
Utility expenses					
Others					
Total					

Appended Form 2

Date: (yyyy, mm, dd)

To: _____ (Entrustor)

National Institutes of Natural Sciences
△△ △△ (Director general)

Notice of Acceptance of Entrusted Research

We hereby inform you that we have decided to accept the entrusted research as follows.

Details

1. Research topic
2. Research purpose and content
3. Expenses required for research
4. Desired research completion deadline (yyyy, mm, dd)
5. Person in charge of research
6. Provision of research, equipment, etc.
7. Entrustor
8. Others

Appended Form 3

Date: (yyyy, mm, dd)

Completion Report

To: _____ (Director general)

Person in charge of research

Affiliation and position: _____

Name: _____

I would like to report that the entrusted research below, for which the contract was signed on _____ (yyyy,mm,dd), has been completed.

Details

1. Research topic
2. Research purpose and content
3. Overview of research progress and result
4. Detailed content of research results
5. Breakdown of research expenses
6. Entrustor
7. Other matters for reference