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This is an unofficial translation of Rules No. 20 of the National Institutes of Natural Sciences, an Inter-University Research Institute Corporation, Rules for the Handling of Joint 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

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

April 1, 2004

NINS Rules No. 20

(Purpose)

Article 1 The purpose of these rules is to provide for necessary matters concerning the handling of joint research by the National Institutes of Natural Sciences (hereinafter referred to as “NINS”) with private and other external institutes (hereinafter referred to as “private institutes, etc.”).

(Definitions)

Article 2 In these rules, "joint research" refers to research carried out jointly by NINS and private institutes, etc. on common issues; provided however, that joint research carried out in response to public offerings by inter-university research institutes stipulated in Article 2, Paragraph 1 of the National Institutes of Natural Sciences, an Inter-University Research Institute Corporation, General Rules for Organization and Operation (General Rules No. 1 of 2004), a research facility under the direct control of NINS prescribed in Paragraph 1, Article 2-2, and the Okazaki Research Facilities prescribed in Item (i), Article 50 (hereinafter referred to as “institutes, etc.”) are excluded.

2. In these rules, the term "principal investigator" refers to a research-education employee or employee on annual salary system (excluding specially appointed senior specialists) who represents the research organization, organizes the research plan, and is responsible for the promotion of research of persons in charge of research.
3. In these rules, the term "private joint researcher" refers to a researcher from a private institute, etc., who is dispatched to NINS for joint research.

(Acceptance criteria for joint research)

Article 3 NINS shall accept joint research when it is deemed to be meaningful for NINS in terms of research and education, there is no risk of hindering NINS' research and education, and when excellent research results are expected in conducting joint research.

(Application for joint research)

Article 4 A head of a private institute, etc. who intends to apply for joint research shall submit the application for joint research to the director general (in the case of the Okazaki Research Facilities, the head of the inter-university research institute that closely collaborates and cooperates with the research facilities).

(Decision of acceptance)

Article 5 The decision to accept joint research shall be delegated by the president to the director general.

(Notification of decision of acceptance, etc.)

Article 6 Pursuant to the provisions of the preceding article, when a decision is made to accept joint research is decided, the head of a private institute, etc. shall be notified of the decision of acceptance.

(Conclusion of a contract for joint research)

Article 7 The conclusion of the contract for joint research shall be delegated by the president to the director general.

2. When the director general makes a decision under Article 5, he/she shall promptly conclude the contract for joint research with the head of the private institute, etc.

(Research fee)

Article 8 The research fee for a private joint researcher shall be 440,000 yen per year per person, 220,000 yen if the period is within 6 months, and will not be calculated on a monthly basis.

2. If a research period is extended within the same business year, the research fee for the same private joint researcher will not be collected again; provided however, that if the total research period exceeds six months, the difference from the annual amount shall be collected.

3. If the private joint researcher is replaced within the same research period, a separate research fee shall be charged pursuant to paragraph 1 according to the research period of the replaced joint researcher; provided however, that this does not apply if the change in the private joint researcher is due to a personnel change at a private institute, etc. an injury or illness, etc. that prevents the research from being carried out.

(Sharing of expenses)

Article 9 When private institutes, etc. carry out joint research with NINS, they shall pay for the total amount of the personnel expenses, travel expenses, honorariums, equipment costs, consumables costs, utilities, and other expenses directly necessary for carrying out the research (hereinafter

referred to as "direct expenses") and expenses necessary in addition to direct expenses related to the carrying out of joint research (hereinafter referred to as "industry-academia-government collaboration promotion expenses"); provided however, that this shall not apply if any of the following items apply.

(i) If the private institute, etc. is the national government, an independent administrative agency, a national university corporation, a public or private university, an inter-university research institute corporation, or a local government (hereinafter referred to as the "national government, etc.")

(ii) In the case where it is clear that joint research will be carried out with commission fees or subsidies from the national government, etc.

(iii) In other cases where the president deems it particularly necessary

2. NINS shall provide facilities and equipment for joint research, and shall bear the ordinary expenses, etc. necessary for the maintenance and management of such facilities and equipment.

3. In order to appropriately share the expenses necessary for carrying out the joint research, NINS may bear part of the direct expenses as necessary within the budget, notwithstanding the provisions of the preceding paragraph.

4. The amount of industry-academia-government collaboration promotion expenses under paragraph 1 shall be 30% of the direct expenses as standard.

5. Notwithstanding the provisions of the preceding paragraph, the handling of industry-academia-government collaboration promotion expenses in the following cases shall be governed by the joint research agreement.

(i) When the cost of promoting industry-academia-government collaboration exceeds the standard set forth in the preceding paragraph

(ii) Other cases where the president deems it particularly necessary

(Handling of equipment, etc.)

Article 10 Equipment, etc. newly acquired by NINS for research needs shall belong to NINS, due to the expenses required for the joint research.

2. Pursuant to the provisions of Paragraph 1 of the preceding article, equipment, etc. newly acquired by a private institute, etc. for research purposes shall belong to the private institute, etc.

3. In the event that it is necessary for the execution of joint research carried out by NINS, it is possible to accept equipment, etc. owned by the private institute, etc.

4. Acceptance of tangible research results from the private institute, etc. and the provision of tangible research results to the private institute, etc. is to be based on the Intellectual Property Policy stipulated by NINS and the National Institutes of Natural Sciences, an Inter-University Research Institute Corporation, Rules Concerning Handling of Tangible Results (NINS Rules No. 25 of

2004).

(Payment of research fee, etc.)

Article 11 A private institute, etc. shall pay the research fee, direct expenses, and industry-university-government collaboration promotion expenses by means of invoices issued separately by the president.

(Accounting for research expenses)

Article 12 The expenses required for joint research must be all accounted through the accounting of NINS.

(Place for research)

Article 13 Research and education employees and employees on annual salary system (excluding specially appointed senior specialists) of NINS may carry out research at a facility of a private institute, etc., if necessary for carrying out joint research.

2. In the case of the preceding paragraph, procedures shall be taken as a business trip as part of research work.

(Suspension of joint research, etc.)

Article 14 When the director general recognizes that there is a natural disaster or other unavoidable reason, after consulting with the head of a private institute, etc. he/she may decide to suspend the joint research or extend its period.

2. Pursuant to the provisions of the preceding paragraph, if the joint research is suspended or the period is decided to be extended, the president and the head of the private institute, etc. shall be notified to that effect.

3. Pursuant to the provisions of paragraph 1, if the joint research is suspended and the amount of expenses required for the joint research paid (excluding the research fee) becomes unnecessary, all or part of it to the extent of the amount of the unused expenses may be refunded.

(Report of completion of joint research)

Article 15 When the joint research is completed, the principal investigator must submit a completion report 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 a private institute, etc.)

Article 16 When the director general receives the report of paragraph 1 of the preceding article, he/she shall promptly notify the private institute, etc. of the results of the research; provided however, that if the director general deems it necessary, he/she may have the principal investigator do this.

(Specification of know-how)

Article 17 Regarding the content of the research results to be notified to a private institute, etc. 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 private institute, etc.

(Priority implementation)

Article 18 Of the intellectual property resulting from joint research, if a private institute, etc. or a person designated by a private institute, etc. wishes to preferentially implement the intellectual property rights that belong to NINS, after consultation with the private institute, etc., NINS may set a period for the preferential implementation of the intellectual property rights, and have them implemented.

(Licensing of implementation to third parties)

Article 19 If a private institute, etc. or a person designated by a private institute, etc. does not implement the intellectual property rights belonging to NINS for a certain period of time from the date of completion of the joint research, or if the implementation is not carried out for a certain period of time after the start of the preferential implementation period prescribed in the preceding Article, the implementation of the intellectual property right may be licensed to the private institute, etc. or a person other than those designated by the private institute, etc.

(License fee)

Article 20 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.

2. When an exclusive license, etc. is established for the relevant intellectual property rights, etc., which are shared by NINS and a private institute, etc. a separately determined license fee shall be collected. In addition, the license fee if implementation is carried out by a person or a third party designated by a private institute, etc. shall be attributed to NINS and the private institute, etc. according to their respective shares in the patent right, etc.

(Ownership of intellectual property rights)

Article 21 The ownership of intellectual property rights created solely by the person in charge of research at NINS as a result of joint research shall be in accordance with the Intellectual Property Policy established by NINS.

2. Regarding intellectual property rights jointly created by a person in charge of research in NINS and a private institute, etc. through joint research, a decision shall be made after concluding a contract for joint invention that stipulates the share ratio according to the degree of contribution of each party.

(Publication of research results)

Article 22 In principle, joint research results shall be made public; provided however, that the director general shall consult with the relevant private institute, etc. if it is necessary to determine the timing and method.

(Accident compensation/insurance)

Article 22-2 NINS shall not compensate for damages incurred by persons in charge of research in a private institute, etc. in the course of carrying out their duties; provided however, that this shall not apply if there is intentional or gross negligence on the part of NINS.

2. Persons in charge of research at the private institute, etc. shall conclude an appropriate insurance contract at their own responsibility and expense in order to compensate for damages incurred during joint research; provided however, that this shall not apply when a separate appropriate insurance contract has been established.

(Confidentiality)

Article 23 Persons who have received or obtained technical and business information from a private institute, etc. when carrying out joint research must give due consideration to maintaining the confidentiality of all such information.

(Auxiliary Provision)

Article 24 In addition to what is provided in these rules, necessary matters regarding the handling of joint 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, 2007.

Supplementary Provision

These rules shall come into effect as of July 21, 2011.

Supplementary Provision

These rules shall come into effect as of April 1, 2014.

Supplementary Provision

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

Supplementary Provision

These rules shall come into effect as of April 1, 2019.

Supplementary Provision

These rules shall come into effect as of April 25, 2019.

Supplementary Provision

These rules shall come into effect as of October 1, 2019.