

Tokyo University of Agriculture and Technology, Regulations on Handling Tangible Objects Resulting from Research and Development

Regulation No. 54, 16-Kei/Kyou, April 7, 2004.

Amendment Regulation No. 16, 21, April 1, 2009 Regulation No. 27, June 24, 2013.
Regulation No. 38, August 1, 2013.

CONTENTS

Chapter 1 General Provisions (Article 1-Article 6-2)

Chapter 2 Administration (Article 7, Article 8)

Chapter 3 Contract (Article 9-Article 13)

Chapter 4 Miscellaneous (Article 14-Article 16)

Supplementary Provisions

Chapter 1 General Provisions

Article 1 Purpose

The purpose of these Regulations covering the handling of tangible objects constituting the results of research and development for Tokyo University of Agriculture and Technology (hereinafter referred to as "TUAT") (hereinafter referred to as "Resulting Tangible Object"), is to facilitate appropriate, competent management of Resulting Tangible Objects by prescribing matters required in an agreement for the acquisition, management and provision etc. of Resulting Tangible Objects in order that Resulting Tangible Objects can be employed smoothly in research and development for industry and for the benefit of academic research.

Article 2 Applicable Regulations etc.

These Regulations prescribing the handling of Resulting Tangible Objects are made based on Article 28 of the Tokyo University of Agriculture and Technology Accounting Rules, and in the light of the substance of the Report on Survey concerning Handling of Research and Development Results (Report on Survey concerning Handling of Research and Development Results, May, 2002), the Guidelines for the Handling of Tangible Objects As Research and Development Results (Ministry of Education, Culture, Sports, Science and Technology Notice 14 Shinkansan No. 22 July 31, 2002, hereinafter referred to as "Notice 14 Shinkansan No. 22") and the Unfair Competition Prevention Act (Act No. 47 of May 19, 1993).

Article 3 Reversion of Ownership Rights in a Resulting Tangible Object

In order to facilitate utilization at a venue of research and development where intellectual property is nurtured, of a Resulting Tangible Object that is attained as a result of research and development by an officer or employee of TUAT (hereinafter referred to as "TUAT Executive/Employee"), in such a manner that enables smooth and appropriate handling and distribution, in principle, the ownership rights in such Resulting Tangible Object shall vest in TUAT, provided that the vesting of ownership rights in a Resulting Tangible Object attained by a TUAT executive/employee in collaboration with an external organization (including a private organization such as an enterprise etc., and a foreign organization, hereinafter referred to as "External Organization") shall be handled in conformance with the prescriptions of the agreement etc. with such External Organization, and relevant laws and regulations.

Article 4 Scope of Resulting Tangible Object

The scope of Resulting Tangible Object encompasses a tangible object (excluding a thesis, lecture, database, program or anything associated with the copyright therein) having academic value as prescribed in any of the following and a tangible object intricately associated with intellectual property pursuant to Article 3 of the Tokyo University of Agriculture and Technology Intellectual Property Management Regulations (hereinafter referred to as "Intellectual Property"), being a material, specimen (microorganism, new material, soil, rocks and stones, new plant variety etc.), strain, experimental animal, trial piece or model etc. corresponding to any of the following.

- (1) An object attained or created during research and development, that indicates the achievement of the purpose of the research and development.
- (2) An object attained or created during research and development, used to attain an object pursuant to the preceding

item.

(3) A created or attained object derived when an object pursuant to the preceding 2 items above was attained or created.

(4) An object for which it is necessary to provide arrangements covering Intellectual Property and maintenance of confidentiality, determined as being suitable for handling as a Resulting Tangible Object that is provided or attained otherwise than as prescribed in the preceding 3 items.

Article 5 Definition of Terms

In these Regulations, the following terms take their meanings as defined below.

(1) "Create" means newly creating a Resulting Tangible Object as intellectual property in the course of research, and placing said Resulting Tangible Object under the control of TUAT.

(2) "Acquire" means to newly place under the control of TUAT, a Resulting Tangible Object by way of purchase, transfer free of charge or borrowing etc.

(3) "Provision" means to remove from the direct control of TUAT by way of transfer or loan to a party outside of TUAT, a Resulting Tangible Object.

(4) "Keep" means to maintain the qualities etc. of the Resulting Tangible Object.

(5) "Overseas Organization etc." means an organization etc. determined as being a non-resident as prescribed through operation and interpretation of the Article 6-1-5, 6 (Determination Standards for Residence) of the Circular Notice of Ministry of Finance (Zoukoku No. 4672, November 29, 1980).

Article 6-1 Utilization of Resulting Tangible Object

TUAT enables Resulting Tangible Objects to be used for research and development by research organizations and researchers by facilitating their smooth provision and appropriate handling, and by creating suitable contractual arrangements etc., makes a broad contribution to society at large by enabling Resulting Tangible Objects to be applied for industrial use.

Article 6-2 Compliance with Safe Export Management Systems

In the provision of a Resulting Tangible Object to an Overseas Organization etc. the prescriptions of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949) and all cabinet orders, ordinances or notifications pursuant thereto, as well as the Tokyo University of Agriculture and Technology Safe Export Management Regulations and other internal TUAT regulations must be complied with.

Chapter 2 Administration

Article 7 Methods of Managing Resulting Tangible Objects

There are many different Resulting Tangible Objects created and acquired by TUAT of various different kinds. Accordingly these are managed according to appropriate and rational systems and methods at TUAT, depending on the nature and asset value of the object concerned and in the light of the applicable regulations etc.

Article 8 Management Systems for Resulting Tangible Objects

1. The management systems pursuant to the preceding article are as follows

(1) In the case of a Resulting Tangible Object as prescribed in Article 4, that has particularly high academic or asset value and concerning which it is considered appropriate from the perspective of the University as a whole, to be managed by the organization as a whole (hereinafter referred to as "Under Management of the Organization"), a notification is sent to the personnel managing the asset, and the Resulting Tangible Object concerned is placed under management based on the Tokyo University of Agriculture and Technology Articles Handling Regulations.

(2) In the case of a Resulting Tangible Object that is not Under Management of the Organization (hereinafter referred to as "Research and Trial Materials"), the TUAT Executive/Employee who created or acquired the Resulting Tangible Object is responsible to keep it appropriately (hereinafter referred to as "Safekeeping by Researchers").

2. In the case of Research and Trial Materials pursuant to the prescriptions of item (2) of the preceding section, a party with responsibility for Safekeeping by Researchers should clearly record necessary matters such as the reversion of ownership rights in the Resulting Tangible Object concerned and provision to other parties etc., in order to prevent problems arising subsequently in the acquisition or provision of the object concerned.

Chapter 3 Contract

Article 9 Examination of Research and Trial Materials

1. In the case that a TUAT Executive/Employee acquires or provisions research and trial materials, he/she must, with consideration to the properties of the provision and trial materials concerned, refer to documents required for examination of the object concerned and obtain consent from the head of the Center for Innovation and Intellectual Property, provided in the case in which the party who acquires or provisions the research and trial materials is an academic/research staff member etc. affiliated with an educational organization such as a university etc. or a researcher etc. affiliated with a research organization such as a laboratory etc. set up by an incorporated administrative agency in Japan, no payment is required, moreover when an agreement with the organization is not required, these examination and consent procedures may be dispensed with.
2. The head of the Center for Innovation and Intellectual Property shall issue consent to acquire or provision the Research and Trial Materials with application of conditions concerning the handling of Intellectual Property.

Article 10 Procedures to Acquire Research and Trial Materials

1. When a TUAT Executive/Employee acquires Research and Trial Materials he/she shall, after obtaining consent pursuant to the preceding article, request performance of the necessary procedures from the personnel managing the contract.
2. The procedures to acquire Research and Trial Materials pursuant to the preceding section are as prescribed separately.

Article 11 Procedures for Provision of Research and Trial Materials

1. When a TUAT Executive/Employee provisions Research and Trial Materials, he/she shall, after obtaining consent pursuant to Article 9, request performance of the necessary procedures from the personnel managing the contract.
2. In principle, payment for provision of Research and Trial Materials will be required in the case of provision to a company etc. and will not be required in the case of provision to a government organ or academic research organization etc.
3. Notwithstanding the preceding section, expenditures required for preparation of Research and Trial Materials (including delivery costs etc., hereinafter referred to as "Adjustment Expenses") shall be included in price for payment, or may be otherwise collected as a price payable.
4. In addition to the provisions of the preceding three sections, additional procedures covering provision of Research and Trial Materials shall be prescribed separately.

Article 12 Resulting Tangible Object Under Management of the Organization

Procedures in the case of an agreement covering a Resulting Tangible Object that is Under Management of the Organization as prescribed in Article 8 1. (1) shall be performed in accordance with the prescriptions of the Tokyo University of Agriculture and Technology Articles Handling Regulations, provided that in the case in which it is necessary to have arrangements covering the handling of Intellectual Property when making the agreement concerned, the prescriptions of Article 9 shall apply enabling an examination consent to be obtained.

Article 13 Duty of Confidentiality

1. The handling of data etc. related to a Resulting Tangible Object is subject to Notice 14 Shinkansan No. 22, and must be handled appropriately in the light of the requirements therein.
2. When a TUAT Executive/Employee acquires or provides a Resulting Tangible Object, in the case that there is a duty of confidentiality in operation, such TUAT Executive/Employee shall comply with that duty.

Chapter 4 Miscellaneous

Article 14 Resulting Tangible Object Incentive Premium

1. When a TUAT Executive/Employee receives income from the provision of a Resulting Tangible Object, TUAT may allocate 50% of that income as an incentive premium for provision of a Resulting Tangible Object (hereinafter referred to as "Resulting Tangible Object Incentive Premium") to the research center to which the person who created the Resulting Tangible Object (hereinafter referred to as "the Creator") is posted, provided that when that income includes Adjustment Expenses, amounts applicable for those expenses may be deducted when calculating the Resulting Tangible

Object Incentive Premium.

2. The Adjustment Expenses shall be apportioned to the research center to which the Creator is posted immediately after the income pursuant to the preceding section is obtained.

Article 15 Matters Determined by Prerogative

When it is necessary to implement an agreement to acquire or provision a Resulting Tangible Object, authority to exercise a prerogative in certain matters shall be as prescribed in the Attachment.

Article 16 Other

Other necessary matters pertaining to the handling of Resulting Tangible Objects may be prescribed separately in addition to these Regulations.

Supplementary Provision

These Regulations shall come into effect from April 7, 2004, and shall be applied retrospectively from April 1, 2004.

Supplementary Provision (Regulation No. 16, 21, April 1, 2009)

These regulations shall come into effect from April 1, 2009.

Supplementary Provision (Regulation No. 27, June 24, 2013)

These regulations shall come into effect from June 24, 2013, and shall be applied retrospectively from April 1, 2013.

Supplementary Provision (Regulation No. 38, August 1, 2013)

These regulations shall come into effect from August 1, 2013.

Attachment

Other party type/TUAT's position		Government or academic research organization etc.		Private corporation	
Party making provision	Price	No payment	Payment	No payment	Payment
	Authorized by	Head of CIIP*1	Head of CIIP	Head of CIIP	Head of CIIP
	Contract signed by	Signed by President. Prerogative by head of the Research Support Office of the Research and International Affairs Division *2	Signed by President. Prerogative by head of the Research Support Office of the Research and International Affairs Division	Signed by president. Prerogative by head of the Research Support Office of the Research and International Affairs Division	Signed by president. Prerogative by head of the Research Support Office of the Research and International Affairs Division
Party acquiring	Price	No payment	Payment	No payment	Payment
	Authorized by	Head of CIIP*1	Head of CIIP	Head of CIIP	Head of CIIP
	Contract signed by	Signed by President. Prerogative by head of the Research Support Office of the Research and International Affairs Division *2	Signed by President. Prerogative by head of the Administration Office of the Regional Administration Division *3	Signed by President. Prerogative by head of the Research Support Office of the Research and International Affairs Division	Signed by President. Prerogative by head of the Administration Office of the Regional Administration Division *3

*1 May be dispensed with

*2 The signing party may make the contract as an individual in the case where this is allowed in their own capacity and consent may be dispensed with.

*3 In cases where the amount exceeds ¥5 million, an executive officer (if not present, the Vice President (in charge of administration and finance)).