

To: RIKEN

### ***AGREEMENT (For IPA Type A)***

As an International Program Associate (hereafter referred to as Associate) on the Joint Graduate School Program at RIKEN, the undersigned agrees as follows:

#### **1. Compliance**

The Associate shall comply with Japanese laws and RIKEN rules, regulations and procedures, including the "Supplementary Rules for Hosting an International Program Associate" while at RIKEN.

#### **2. Program duration**

The program duration shall be up to 3 years from the starting date designated by RIKEN. In the event that this becomes inconvenient for RIKEN, the University or the Associate, the original program duration may be amended, provided that the party proposing such amendment give written notice thereof to the other parties at least sixty (60) days in advance.

#### **3. Program termination**

Notwithstanding the program duration, the Associate's participation on this Joint Graduate School Program may be terminated for any of the following reasons:

- (a) The Associate fails to fulfill any of the obligations under this Program and such failure is not corrected within a designated period;
- (b) RIKEN gives sixty (60) days written notice to the Associate of its wish to terminate this Program;
- (c) The Associate or the university in which the Associate is enrolled gives sixty (60) days written notice to RIKEN of their wish to terminate this Program;
- (d) RIKEN deems it difficult for the Associate to carry out research at RIKEN to obtain a degree due to ill health or other circumstances; or
- (e) The Associate obtains a doctoral degree or leaves the university without completing the doctoral course.

#### **4. Payment of Expenses**

RIKEN shall, in principle, pay the following to the Associate:

- (a) 5,200 Japanese yen per day living expenses will be paid in advance on the 20<sup>th</sup> of each month (or nearest prior working day, if the 20<sup>th</sup> falls on a holiday) for the days of the next month of the Program while at RIKEN.
- (b) When the Program ends or the Associate takes temporary home leave, the amount of living expenses will be adjusted accordingly.
- (c) The actual cost of a round-trip fare between RIKEN and the home country for the first entry to RIKEN and for the return to the home country upon completion of the Program will, in principle, be paid by RIKEN.
- (d) The actual cost of accommodations will, in principle, be paid by RIKEN, up to 70,000 yen per

month.

#### **5. Obligations of the Associate at RIKEN**

- (1) If the Associate needs to leave Japan for any reason during the Program, the Associate shall submit written notice to the Head of the RIKEN Host Laboratory or the University Supervising Professor at least fourteen (14) days prior to departure.
- (2) The Associate shall pay for National Health Insurance in Japan and take out an accident insurance policy, designated and paid for by RIKEN. Accident insurance is not required, however, if the Associate has already arranged for the necessary insurance coverage through his or her university.
- (3) The Associate will be responsible for utilities costs, including electricity, gas, water and telephone, while residing at the RIKEN International House or for accommodation outside RIKEN.

#### **6. Prohibition of supplementary work**

The Associate shall not take any form of paid employment during the stay in Japan, except as otherwise specially permitted by the Head of the Host Laboratory or University Supervising Professor.

#### **7. Compensation for Damage**

In the event that the Associate causes damage to RIKEN, either intentionally or through gross negligence, RIKEN may claim compensation from the Associate for the damage.

#### **8. Research Results and Intellectual Property Rights**

- (1) The Associate shall abide by RIKEN intellectual property regulations for any new discoveries, designs or inventions generated by research undertaken as part of this Program. Prior to the publication of any results, the Associate shall, in principle, first gain written permission from the Head of the Host Laboratory and the University Supervising Professor.
- (2) All rights (including intellectual property rights) related to research results (including tangible research materials as stipulated in the RIKEN Rules on Management of Tangible Research Materials, Rule 10, 2006) produced or obtained in the course of or as a result of the Associate's participation in the Program at RIKEN shall, in principle, belong to RIKEN, and must be handled in accordance with the provisions of RIKEN's Service Invention Rule (Rule 71, 2003) unless otherwise agreed to by RIKEN in writing.
- (3) Regardless of the preceding paragraph, the copyright for any research papers and accompanying tables and diagrams that relate to his or her own research results at RIKEN shall belong to the Associate. RIKEN may use all or portions of the research papers and accompanying tables and diagrams noted above, with or without appropriate modifications as necessary, in RIKEN's activities related to publicity and the diffusion of research results and reports to relevant government agencies; provided, however, that this does not apply when there is an agreement concerning copyright between the Associate and the publisher of the research papers at the time research results are made public.
- (4) The Associate must have RIKEN's permission to transfer the products of research results (including tangible research materials) from another institution to RIKEN or vice versa.

#### **10. Confidentiality**

The Associate shall not disclose to a third party any secret or confidential information revealed during the course of this Program, without prior written permission from RIKEN. This shall continue to apply, even after the end of this Program.

**11. Prohibition of Removal of Property**

The Associate must not remove from or take out of RIKEN facilities without permission any data, diagrams, electronic media, research materials, documents or other RIKEN property.

**12. Information Security**

- (1) The Associate must comply with RIKEN's regulations and policies regarding the handling of information, and must cooperate with RIKEN's information security measures and measures to prevent information leakage.
- (2) The Associate must comply with RIKEN's regulations and policies regarding personal information, and must cooperate with any measures RIKEN may institute to protect personal privacy.

**13. Safety, Health, and Hygiene**

- (1) The Associate must comply with RIKEN's occupational safety rules, cooperate in the maintenance and improvement of safety at RIKEN, and make every reasonable effort to prevent accidents in cooperation with other RIKEN personnel.
- (2) The Associate shall comply with RIKEN's occupational health and hygiene rules and must cooperate with those in charge of RIKEN's occupational health and hygiene issues.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_