

e-ASIA JRP COLLABORATIVE RESEARCH AGREEMENT

Under the East Asia Science and Innovation Area Joint Research Program (hereinafter referred to as "e-ASIA JRP"), Japan Science and Technology Agency (JST); Ministry of Education, Culture, Research, and Technology (DIKBUDRISTEK), Indonesia; Program Management Unit for Human Resources and Institutional Development, Research, and Innovation (PMU-B), Thailand; as members of the e-ASIA JRP, approved a collaborative research application made by Kanazawa University (KU), Research Organization for Nanotechnology and Materials, National Research and Innovation Agency (BRIN), Institut Teknologi Sepuluh Nopember (ITS), Institut Teknologi Bandung (ITB), and Sakon Nakhon Rajabhat University (SNRU), and will collaboratively fund the approved research project (as in Paragraph 1.1).

THIS AGREEMENT IS therefore entered into by and among:

KU, a University having its office at Nu-7, Kakumamachi, Kanazawa, Ishikawa, Japan;

BRIN, a Research Institution having its office at B.J. Habibie Building, M.H Thamrin street number 8, Central Jakarta, Indonesia, and represented by BRIN Research Organization for Nanotechnology and Materials;

ITS, a University having its office at Teknik Kimia Street, Keputih, Sukolilo, Surabaya, East Java, Indonesia, and represented by ITS directorate of research and community services;

ITB, a University having its office at Ganesha Street number 10, Lb. Siliwangi, Coblong, Bandung, West Java, Indonesia, and represented by ITB directorate of research and community services;

AND:

SNRU, a University having its office at 680 Nittayo Rd, Muang Sakon Nakhon 47000, Thailand;

The said participants hereinafter referred to as the Participants plurally, or Participant individually.

PREAMBLE:

KU, ITS, ITB, ORNM-BRIN, and SNRU desire to execute certain collaborative research and have agreed to conduct such certain collaborative research recognizing the importance of multilateral cooperation and exchange in science and technology research to resolve regionally shared challenges, promote socioeconomic development and enhance human resources in East Asia.

All Participants hereby agree as follows:

Paragraph 1: DEFINITIONS

1.1 "2DtopoMatTE" means the project titled "Data-driven computational design of high-performance thermoelectrics in atomic layers and topological materials", which is defined in an agreement between KU and Japan Science and Technology Agency (JST), which is hereinafter referred to as the "JST Sponsored Agreement"), in an agreement between ORNM-BRIN, ITS, ITB, and Ministry of Education, Culture, Research, and Technology (DIKBUDRISTEK) (hereinafter referred to as the "DIKBUDRISTEK Sponsored Agreement"), and in an agreement between SNRU and Program Management Unit for Human Resources and Institutional Development, Research, and Innovation

(PMU-B) (hereinafter referred to as the "PMU-B Sponsored Agreement"). The Research Project is to be funded and undertaken based on the approval of the Board of the e-ASIA JRP.

- 1.2 "Research Result(s)" means any technical result obtained based on the Research Project, including, but not limited to, any invention, idea, design, copyrightable work and know-how. For avoidance of doubt, the Research Result shall not include any technical result obtained by one Party independently without any contribution of the other Party or use of Confidential Information (hereinafter defined) provided by the other Party.
- 1.3 "Invention(s)" includes any invention, idea, design, works of authorship, software, information or data, know-how and any other proprietary information which may be protected by Intellectual Property Rights.
- 1.4 "Intellectual Property Rights" mean any and all world-wide intellectual property rights, including, but not limited to, patents, utility models, designs, copyrights and know-how, and any and all rights and interests in and to these proprietary rights.
- 1.5 "Joint Application Agreement" means an agreement which may be entered into by the involved Participants for the purpose of filing an application relating to the Intellectual Property rights.
- 1.6 "MTA" means a Material Transfer Agreement which may be entered into by the involved Participants with respect to a transfer of genetic resources or other materials.

Paragraph 2: OBJECTIVE AND PLAN

The purpose of the collaborative research under this Agreement is to promote further development and innovation in the East Asia region by undertaking the Research Project. All Participants agree to carry out the Research Project in accordance with the JST Sponsored Agreement, the DIKBUDRISTEK Sponsored Agreement, and the PMU-B Sponsored Agreement.

Paragraph 3: CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

<SUGGESTIONS>

Even in case there is little/no prospect for intellectual property rights to be generated from the Research Project, it is strongly suggested that an agreement about Intellectual Property Rights be Formulated whenever necessary.

3.1 All information held by each Participant prior to the commencement of or outside the scope of the Research Project and provided to another Participant(or Participants) in the course of the Research Project shall remain the property of the providing Participant, shall be kept confidential by the receiving Participant(or Participants), and shall not be disclosed to any third party other than JST, DIKBUDRISTEK and/or PMU-B or used for any purpose other than the Research Project without prior written approval from the providing Participant.

3.2 Unless otherwise agreed upon among all Participants in writing, the Research Results shall become the

joint property of the relevant Participants provided that each Participant contributes to the Research Results. Each Participant shall not disclose the Research Results to any third party other than JST, DIKBUDRISTEK and PMU-B without the prior written consent of the other Participants, and this consent shall not unreasonably be withheld.

<SUGGESTIONS>

The Agreement can also stipulate that Research Results generated from the contribution of only one Participant are owned by that one Participant alone.

- 3.3 Unless otherwise agreed upon among all Participants in writing, the Intellectual Property Rights relating to the Research Results shall be jointly owned by the relevant Participants provided that each Participant contributes to those Research Results. Any application for such jointly owned Intellectual Property Rights, unless otherwise agreed upon, shall be jointly filed by the said Participants hereto. For this purpose, the said Participants shall have interests and shares in the Intellectual Property Rights in proportion to their contributions to the Intellectual Property Rights generated from the Research Project, and shall share in the costs and expense of protecting such Intellectual Property Rights in the same proportion, unless otherwise agreed between the Participants.

<SUGGESTIONS>

The Agreement can include the stipulation that the Intellectual Property Rights can be both applied for and owned by one Participant when that Participant is the only contributor for the Research results.

When agreed upon among the Participants, the Intellectual Property Rights can be shared in a reasonable way other than in proportion to the contribution of each Participant to the Intellectual Property Rights.

When agreed upon among the Participants, interests and cost shares for the Intellectual Property Rights can differ.

3.4 Each Participant hereto shall not commercially exploit the Research Results or assign or grant a license to a third party for Intellectual Property Rights or applications thereof without the prior written consent of the other Participants, and this consent shall not unreasonably be withheld.

<SUGGESTIONS>

When agreed upon among the Participants, The Agreement can include stipulation of the terms for sharing of benefits from commercial use or licensing of the Intellectual Property. For example, "benefits from commercial use or licensing will be shared in the same proportion to the ownership of the said Intellectual Property Rights".

3.5 The relevant Participants shall enter into the Joint Application Agreement prior to the applications for Intellectual Property Rights and determine further details about such applications and the Intellectual Property Rights resulting therefrom.

3.6 All Participants may use the Research Results free of charge in their educational and research activities.

3.7 All Participants acknowledge that the Intellectual Property Rights resulting from the Research Project are subject to governmental control under the Japanese law entitled "Industrial Technology

Enhancement Act" (also known as Japanese Bayh-Dole system), and the applicable laws or acts of Japan, Indonesia, and Thailand.

Paragraph 4: ACCESS TO GENETIC RESOURCES OR OTHER MATERIALS

<SUGGESTIONS>

- ① Even in case there is little or no chance of access to genetic resources during the Research Project, it is strongly suggested that an agreement about access to genetic resources or other materials be formulated whenever necessary.
- ② Each country may have its own laws and regulations with regard to access to genetic resources or other materials. It is important to thoroughly discuss MTA issues among the Participants before concluding the Agreement. In case there are no applicable laws for the treatment of genetic resources or other materials in some country (countries), specific rules (fields, objects, etc.) must be stipulated in this Agreement based on mutual negotiations.
- ③ Access to and transfer of genetic resources or other materials should basically be allowed with no fee. It is not permissible for any Participant to require a fee (financial reward) in return for access to or transfer of genetic resources or other materials considering the objectives of the Program for pursuing the socio-economic development of the e-ASIA region. In countries such as Japan, the funded money does not cover the expenditure for paying those fees.

All Participants shall agree regarding access to genetic resources or other materials (collectively "materials" in this Paragraph) for the implementation of the Research Project. Any materials isolated or obtained by one of the Participants in the Research Project shall be reported to the other Participants, and upon request, shall be provided to the other Participants together with the relevant information. Transfer of materials shall be conducted in accordance with the MTA which will be signed

separately. Each Participant hereto shall not transfer the materials to a third party without the prior written consent of the other Participants, and this consent shall not unreasonably be withheld.

Paragraph 5: PUBLICATION

- 5.1 All Participants agree that all information developed during the Research Project, which has value for scientific, industrial or other social use, may in principle be made available to the public by any Participant, subject to the provisions of Paragraph 3.1 and 3.2.
- 5.2 All Participants shall negotiate with each other in good faith to decide whether the publication in 5.1 above should be made, in case the publication would jeopardize the chance of any Participant to obtain the Intellectual Property Rights.

Paragraph 6: PROBLEM RESOLUTION

- 6.1 Any contentious issues that are not addressed or stipulated in this Agreement shall be agreed and resolved through negotiation and discussion in good faith among the Participants or by arbitration of the Board of the e-ASIA JRP. All Participants further agree that any problem among the Participants will be settled as amicably as possible.
- 6.2 All differences and problems which cannot be resolved or settled among the Participants will be finally settled, unless otherwise agreed upon, under the rules of conciliation and arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said

rules. The award of the arbitrator(s) shall be final and binding for all Participants.

Paragraph 7: Liability

- 7.1 All Participants shall not be liable to each other for any damages suffered due to any event arising from the Research Project.
- 7.2 The Participant employing each of the participating researchers or personnel involved in the Research Project shall be liable for compensation for any injury, sickness, accident, or death of its own researchers or personnel, arising from the Research Project.

Paragraph 8: DURATION OF AGREEMENT

- 8.1 The duration of this Agreement and the Research Project shall be from April, 1, 2022 to March, 31, 2025, both inclusive, unless otherwise terminated sooner by agreement among all Participants.
- 8.2 In the event that, at any time during the implementation of this agreement, the express consent of all existing Participants is given to discontinue this agreement and written notification to that effect is submitted through their funding organizations: JST, DIKBUDRISTEK and PMU-B, this agreement may be discontinued.
- 8.3 Discontinuation of this agreement shall be considered to take immediate effect from the date of receipt by the secretariat of the written notification through their funding organizations: JST, DIKBUDRISTEK and PMU-B.
- 8.4 Discontinuation of this agreement or a Participant's participation in this Agreement shall not affect activities already jointly approved or in progress under the terms of this agreement.

8.5 The provisions in Paragraph 3, 4, 5 and 6 shall remain in force after the expiration or discontinuation of this Agreement.

Paragraph 9: Withdrawal from this Agreement

9.1 At any time during the implementation of this agreement, any Participant may withdraw their participation by submitting written notice to that effect to the secretariat as well as to the other Participants to this agreement.

9.2 The withdrawal of the Participant shall be considered to take effect after ninety (90) days have passed since the date of receipt by the secretariat of the written notification.

Paragraph 10: COMPLIANCE WITH LAWS AND REGULATIONS

All research activities conducted in connection with the Research Project shall be done in compliance with all applicable laws, regulations and guidelines of the countries and institutions in which the research is conducted.

<SUGGESTIONS>

In case the research project aims at clinical application in the 'Infectious Diseases' fields, the following sentence should be added to the Agreement.

10.2 Clinical trial or research shall be done also in compliance with applicable international agreements.

Paragraph 11. Participation of Third Parties

- 11.1 Any third party, not already a Participant to this agreement, if the involvement of researchers and/or research institutions to which they provide funding and support can make a useful and significant contribution of knowledge, expertise, resources, facilities, etc., to the objectives of the e-ASIA JRP, may participate in this agreement with the express consent of all existing Participants and written confirmation to that effect to the secretariat.
- 11.2 The participation of the third party shall be considered to take immediate effect from the date of receipt by the secretariat of the written notification.

Each Participant shall sign three identical copies of this Agreement, and retain one copy.

Date: 2022.9.16
KU:

Prof. WADA, Takashi

Date: 2022.9.16
BRIN:

Prof. Ratno Nuryadi
Head of BRIN Research Organization
for Nanotechnology and Materials



Date: 2022.9.16

KEMENTERIAN PENDIDIKAN, KEBUDAYAAN, RISET DAN TEKNOLOGI
INSTITUT TEKNOLOGI SEPULUH NOPEMBER
DIREKTORAT RISET DAN PENGABDIAN KEPADA MASYARAKAT

Fadlilatul Taufany, Ph.D.,
Director of ITS Research and
Community Service

Date: 2022.9.16
ITB:

Dr. Yuli Setyo Indartono,
Director of ITB Research and
Community Services

Date: 2022.9.16

มหาวิทยาลัยราชภัฏวไลยอลงกรณ์

มหาวิทยาลัยราชภัฏวไลยอลงกรณ์
Prof. Chakrit Chanchitpreecha

