**Non-Disclosure Agreement**

This Non-Disclosure Agreement (this “Agreement”) is entered intoon[ month date ] , 20\*\*(“Effective Date”), between Yokohama National University (“YNU”), a national university corporation organized and existing under the laws of Japan with its principal office at 79-1, Tokiwadai, Hodogaya-ku, Yokohama, Kanagawa 240-8501, Japan**,** and [ name ] ([“ abbr. ”]), a corporation with its principal office at [address].

YNU and [ abbr. ] may be referred to in this Agreement collectively as the “Parties” and each individually as a “Party”,

**WITNESSETH:**

**WHEREAS**, pursuant to the terms and conditions of this Agreement, each Party is willing to provide to the other Party certain confidential information for the purpose of examination of Joint Research and other Industry-Academia Collaboration, between the Parties on [ subject matter ] wherein [Professor \*\*\*\*\*\*\*, Faculty of Engineering, Division of Inteligent Sysytem Engineering] is the principal researcher in YNU (“Purpose”); and

**WHEREAS**, the Parties desire to set forth the terms and conditions under which each Party will use and hold such information in confidence;

**NOW, THEREFORE**, in consideration of these premises, and of the mutual promises and covenants, contained herein, the Parties agree as follows:

1. **Definitions of Confidential Information**
2. As used herein, the term “Confidential Information” means any and all information furnished by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with the Purpose that (i) is in electronic, written or other tangible form and clearly marked as “Confidential”, or (ii) is disclosed orally or visually and designated as confidential at the time of the oral or visual disclosure and, further, within thirty (30) days after the oral or visual disclosure, the summary of which is furnished to Receiving Party in writing clearly marked as “Confidential”.
3. Notwithstanding the provisions in the preceding paragraph, Confidential Information shall not include any information which can be objectively proved to fall into one or more of the following items by the Receiving Party:
4. information which was already known to or in possession of the Receiving Party prior to the time of the disclosure by the Disclosing Party to the Receiving Party;
5. information which was already known or available to the public prior to the time of the disclosure by the Disclosing Party to the Receiving Party;
6. information which is or subsequently becomes known or available to the public other than through the fault or negligence of the Receiving Party after the disclosure by the Disclosing Party to the Receiving Party;
7. information which was lawfully obtained by the Receiving Party from a third party having the right to make the disclosure who places no obligation of confidence upon the Receiving Party;
8. information which is independently developed by the Receiving Party; or
9. information with respect to which the Receiving Party obtained prior consent of the Disclosing Party that such information is not subject to the confidentiality obligation hereunder.
10. **Nondisclousure of Confidential Information**
	1. Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose the Confidential Information to any person or entity (other than to its directors, officers, employees, and advisors (the “Representatives”) ).
	2. The Confidential Information may be disclosed to the Receiving Party’s Representatives, but only if such Representatives need to know the Confidential Information in connection with the Purpose and agree to comply with the terms of this Agreement. Such Representatives will be informed of the confidential nature of the Confidential Information and the requirement that it not be used other than in connection with the Purpose.

2.3 The Receiving Party shall use any Confidential Information solely for the Purpose and shall not use, directly or indirectly, any Confidential Information in whole or in part for any other purpose whatsoever. The Receiving Party shall protect all Confidential Information with at least the same degree of care with which the Receiving Party would treat Confidential Information of its own.

2.4 The obligations of the Receiving Party herein shall not apply if, and to the extent that, the Receiving Party is requested or required to disclose any Confidential Information in accordance with the law, court order or governmental order, provided, however that, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement and its reason to disclose the Confidential Information, in addition strive to protect the Confidential Information to the extent possible.

1. **Non-accrual of rights**

Parties confirm that the conclusion of this Agreement or the disclosure of Confidential Information pursuant to this Agreement will not have the effect of transferring of ownership of the Confidential Information or assigning, licensing or licensing of patent rights, utility model rights, copyrights, know-how, or other intellectual property rights pertaining to the Confidential Information.

1. **No Warranty**

The Receiving Party understands and acknowledges that the Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and the Disclosing Party expressly disclaims any and all liability to the Receiving Party or to any other person that may be based upon or relate to the use of the Confidential Information or any errors in or omissions from such information.

1. **Development of Joint Research**

In the event that the Parties develop Joint Research as a result of the examination based on this Agreement, the Parties shall conclude Joint Research Agreement.

1. **Invention**

In the case where any of the Representatives of the Receiving Party makes any invention based on or resulting from the Confidential Information disclosed by the Disclosing Party, the Receiving Party shall notify the Disclosing Party of the details of the said invention, and both parties shall negotiate in good faith about ownership and other matters relating to the intellectual property right deriving from the said invention.

7. **Compliance and Export Control**

7.1 Each party hereto agrees to comply with all applicable laws, rules and regulations, including Export Administration Regulations and Export Control Regulations of the United States of America, relating to the disclosure, export or re-export of technical data and products produced as a result of the use of such data, insofar as they relate to the information disclosed under this Agreement.

7.2 Each Party shall not use any equipment, samples, materials or information provided, supplied or loaned by the other party pursuant to this Agreement for the purpose of designing, manufacturing, using, storing weapons of mass destruction, and shall not directly or indirectly export or provide to a third party whose intention to use for such purpose is clear.

8. **Damages**

8.1 In the event that the Disclosing Party suffers damage due to the failure of the Receiving Party to perform its obligations under this Agreement based on willful misconduct or gross negligence, the Disclosing Party shall be entitled to claim compensation.

8.2 Neither Party shall be liable to the other Party for any consequential, punitive, special, or in-direct damages under or in connection with this Agreement.

9. **Term of Agreement)**

This Agreement shall become effective as of the Effective Date and shall expire [one (1) year] after the Effective Date. The obligations of the Receiving Party hereunder with regard to any Confidential Information disclosed during that period shall continue for a period of three (3) years after such expiration.

10. **Assignment**

Neither Party hereto shall assign, transfer or otherwise dispose of this Agreement or any of its rights, interest or obligations hereunder without the prior written consent of the other Party.

11. **Elimination of Anti-Social Force**

11.1 “Anti-Social Forces” means organized crime groups, members of organized crime groups, associates of organized crime groups, corporate racketeers, and other similar groups.

11.2 Each party represents and warrants that

1. it is not now and will not be in the “Anti-Social Forces”,
2. it does not allow Anti-Social Forces to use its name and does not enter into this Agreement,
3. it does not, by itself or by using a third party, engage in any of the following acts:
4. that use threatening words or actions or violence against the other party, ,
5. and that interfere with the business of the other party or damage the credibility of the other party by using fraud, deception or force.

11.3 In the event that one Party falls under any of the following items, the other Party may terminate this Agreement without any notice;

(1) When it is found that a declaration has been made contrary to the commitment in Item 1 of the preceding paragraph,

(2) When it is found that the contract has been made contrary to the commitment in Item 2 of the preceding paragraph

(3) In the event of an act that violates the commitment set forth in Item 3 of the preceding paragraph.

11.4 The Party that terminate this Agreement in accordance with the preceding paragraph shall not be liable for any damages incurred by the other Party as a result of the termination of this Agreement pursuant to the preceding paragraph.

12. **Entire Agreement**

This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes, cancels and annuls all prior or contemporaneous negotiations and communications.

13. **Jurisdiction**

In the event any dispute arises in connection with this Agreement between the Partis and is to be resolved through court proceedings, the Parties consent to exclusive jurisdiction and venue in the Tokyo District Court.

14. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Japan.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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| YNU: | [“ abbr. ”]: |
| Yokohama National University | [NAME OF COUNTERPARTY] |
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| Izuru Umehara: | Name: |
| President | Title |