

ADEOS-II
3rd Research Announcement

April.2005

**Earth Observation Research
and application Center (EORC)**

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Preface

The ADEOS-II Research Project was initiated with the following three scientific objectives:

- (1) Quantitative description of water and energy circulation in the climate system,
- (2) Quantitative understanding of the biomass and primary production in the global carbon cycle closely coupled with global warming, and
- (3) Detection of signals for in long-term climate change.

Midori 2 whose main payloads were GLI and AMSR was launched in December 2002, and the GLI and AMSR data were obtained for 10 months until the operational fault on October 25, 2003. AMSR-E aboard Aqua (EOS-PM1) was launched in May 2002, and continues to acquire the data except the data deficit of the 89GHz receiver A since November 2004.

AMSR-E level-1 products were initially released to researchers in June 2003, one year after the launch of Aqua. The ADEOS-II Research Project then proceeded with a series of data release such as the level-2 products of AMSR-E in September 2003, the AMSR and GLI data in December 2003, and the subsequent upgraded data. By using these data, many scientific activities have been conducted.

Circumstances have been changed since the initiation of the Research Project: One is that Midori 2 was lost and the second is that AMSR-E will be transitioned from the normal operation period 3 years after the launch to the post normal operation period. The focal point of the project activities should shift from the development of algorithms to the expansion of data utilization and succession to future missions.

(1) AMSR/AMSR-E research

(1-1) Improvement of utilization methods and expansion of utilization fields

With the aim of making satellite data more useful to resource management and global environmental protection, the project will focus on researches for upgrading data utilization methods in preparation of the next GCOM mission mentioned briefly in the followings.

The Global Change Observation Mission (GCOM) and it will take over the ADEOS-II mission and develop into long-term monitoring. The GCOM mission will consist of two series of medium-sized satellites: GCOM-C and GCOM-W. Three consecutive generations of satellites with one year overlap will result in over 13 years observing

period. The GCOM-W satellite will carry the AMSR follow-on instrument and hopefully the scatterometer like SeaWinds onboard ADEOS-II. The SGLI instrument, the advanced version of GLI, will be onboard the GCOM-C satellite.

(1-2) Relations with GCOM

1) Improve measurement accuracy is required for the successive sensor of AMSR to achieve scientific objectives.

2) Considering improved technologies for the assimilation of AMSR-E data to models should contribute to weather forecast and studies of global climate change, the project will focus on studies for a quantitative description of global water cycle.

(2) GLI research

(2-1) Improvement of utilization methods and expansion of utilization field

The project will focus on studies for upgrading the methods of using the GIL data (and the MODIS data as well), for example, assessment of the human impact on regional scales (changes of land use and land cover, due to deforestation and urbanization), in preparation of GCOM.

(2-2) Relations with GCOM

The project will involve continued research focused on the following points for approximately two years:

1) Improvement of accuracy in measuring cloud and aerosol parameters which are basic factors for climate, but still have big uncertainties. This will be an important point in the atmospheric observation by the SGLI instrument.

2) Methods for utilizing the 250m resolution products for land and coastal areas.

(3) Research Period

EORC will set the research period for 2 years for this particular mission.

The period will be extended up to 3 years depending on the progress and importance of the research.

Because the term of the studies initiated last time will expire in this fiscal year, JAXA EORC decided to implement ADEOS-II 3rd Research Announcement (RA) that utilizes the ADEOS-II/AMSR, GLI, and AMSR-E data for the following purposes:

(1) To expand the users of the AMSR/AMSR-E and GLI data, and

- (2) To re-confirm the JRA (the former ADEOS-II Research Announcement) Principal Investigator (PI)'s desire to continue research using the AMSR/AMSR-E and GLI data, as considerable time has elapsed since selection in the former RA.

Section 1 describes basic items such as the fields of research for invitation, the basic policy for funding by JAXA, and the deadline for submission of proposals. This section must be read carefully.

Section 2 discusses the method for application, the manner of writing, and the address for submission.

Section 3 describes the rights, the roles, and the method for concluding a contract with JAXA after the selection of PI. These rights and roles will follow the former system.

Lastly, Section 4 describes the method for selection in RA.

We hope that you, as PI, will understand the key points of the research announcement, submit sound proposals, and make a cooperative effort to achieve the objectives of ADEOS-II research.

1. Important items of this RA

1.1 AMSR/AMSR-E

1.1.1 Fields of research themes

According to the mission of ADEOS-II, research themes will be sought in the following fields.

(1) Improvement of the accuracy of standard algorithms and products developed by EORC, as well as related field experiments to validate standard products.

The current standard products developed by EORC are listed in Table 1. We will accept proposals for improving algorithms and related field experiments with the aim of improving the accuracy of the products listed in Table 1. A proposal for a new algorithm will be welcome.

The research themes on “Research Algorithm, Composite utilization, SeaWinds” in the former ADEOS-II RA will also be included in this theme.

(2) Detection of signals for long-term climate change, in particular, water and energy cycles.

Research themes to detect signals for long-term climate change, which is one of the three scientific objectives of Midori 2, will be sought.

The research themes on “Earth Science” in the former RA will also be included in this theme.

(3) Utilization demonstration, such as examination of utilization in the fields of disaster mitigation and resource management.

Research themes to utilize the AMSR-E/AMSR data, which are shown in Table 1, for disaster mitigation and resource management will be sought.

The research themes on “Earth Science” in the former RA will also be included in this theme.

(4) Research themes to be implemented in the future missions

Research themes such as research and development of algorithms for new products through composite utilization of the GCOM-W data will be sought.

Table 1

No.	Geophysical Parameters
1	Integrated water vapor
2	Integrated cloud liquid water
3	Precipitation
4	Seasurface temperature
5	Seasurface wind speed
6	Snow depth
7	Sea ice concentration
8	Soil moisture

1.1.2 Basic policy for funding

- (1) In view of JAXA's roles, funds will be allocated mainly for the research themes stated in 1.1.1(1) above, within the limitation of JAXA's budget. About five research themes related to 1.1.1(2) to (4) will be funded with a limit of 0.5 to 1 million yen for the domestic applicants.
- (2) If no fund can be allocated to an applicant, the applicant may be selected as a non-funded PI upon consultation between JAXA and the applicant.

1.1.3 Deadline for submission of proposals and notification of adoption or rejection

The deadline for submission of proposals will be divided into the following two terms.

- (1) Deadline for the first term: Two months after the issue of this RA. Details will be announced on our homepage.

Type of applicants: Those who want to start research earlier on the theme stated in 1.1.1(1), whether the research is funded or not.

Notification of adoption or rejection: July.15.2005

(2) Deadline for the second term: August.20.2005

Type of applicants: Those who can achieve results of research on the themes stated in 1.1.1(2) to (4) if the research is started in the latter half of the term. The applicant is acceptable, whether the research is funded or not.

Notification of acceptance or rejection : By mid-September.

1.1.4 Key points of the rights and obligations of representative researchers

The rights and obligations of a selected PI are as follows.

(1) To become a PI, it is necessary to conclude a collaborative research contract with JAXA. Contract forms for funded and non-funded PI are shown in the Appendix C to F, in Japanese and English. To become a PI, the applicant shall conclude the contract using the contract form shown in the Appendix.

(2) Any PI may conduct research by utilizing the data provided by JAXA. When publishing the results of the research, PI is required to state expressly that the data of JAXA was used in the collaborative study.

(3) Funded PI are obliged to report the state of progress once a half-term, and to submit a report on the results at the end of the term. Furthermore, at the end of the term, such PI will be obliged to participate in the workshop organized by JAXA. Participation in the workshop is mandatory; those who fail to participate shall make a report at a newly provided place for presentation. The funding for funded PI will include the transportation fees for participating in the workshop.

(4) Non-funded PI shall submit a report on their research and the data utilized at the end of the term. Such report may be substituted with a paper published during the term. Furthermore, PI shall participate in the workshop held at the end of the term, as far as possible. Support of transportation fees will depend on the budget of JAXA. However, participation is not mandatory.

1.1.5 Research period

The research period shall generally be limited to fiscal years 2005 and 2006. However, the period may be extended up to three years, depending on the progress of the project and the JAXA budget.

1.1.6 The address for submission of proposals and inquiries about this research announcement

Secretary Office for ADEOS-II 3rd Research Announcement

Attention: M.Yamanashi or K.Iwafune

Harumi Island Triton Square Office Tower X 22F,

1-8-10 Harumi, Chuo-ku, Tokyo 104-6023

E-mail : Ad2_3rdRAOffice@eorc.jaxa.jp

1.2 GLI

1.2.1 Fields of research themes

Following the operation policy of the project, we will seek research themes in the following fields.

(1) Detection of signals for long-term climate change (water and energy cycles)

We will seek research themes to detect the signals for long-term change of Earth's climate, which is one of the three scientific objectives of Midori 2. These correspond to the research themes on "Earth science" in the former ADEOS-II RA.

(2) Demonstration and/or examination of data utilization for disaster mitigation and resource management

We will also look for research themes to utilize products from GLI, which are shown in attached Table 2, for disaster mitigation and resource management. These correspond to the research themes on "Earth science" in the former RA.

(3) Research themes to be implemented in the future missions

We will seek themes such as research and development of algorithms for new products through composite utilization of the GCOM-C data, or research themes that contribute to the creation of new utilization field.

Table 2

No.	Products and algorithms to be provided
1	Aerosol angstrom exponent
2	Aerosol optical thickness
3	Cloud flag
4	Cloud effective particle radius
5	Cloud optical thickness
6	Cloud top height
7	Cloud top temperature
8	Liquid water path
9	Cloud amount in phase
10	Precipitable water
11	Normalized water leaving radiance (NWLR)
12	Photo synthetically available radiation (PAR)
13	Chlorophyll-a concentration (CHLA)
14	Absorption of colored dissolved organic matter (CDOM)
15	Suspended solid concentration (SS)
16	Attenuation coefficients at 490nm (K490)
17	Bulk sea surface temperature (SST)
18	Atmospherically corrected reflectance
19	Precise geometric corrected parameter
20	Vegetation index
21	Cloud/surface classification flag
22	Snow impurity
23	Snow grain size (λ :460 & 865nm)
24	Snow grain size (λ :1.64 μ m)
25	Snow surface temperature

1.2.2 Basic policy for funding

We will not fund GLI research and will only accept non-funded research.

1.2.3 Deadline for submission of proposals and notification of adoption or rejection

Deadline for submission of proposals: Two months after the issue of this RA

Notification of adoption or rejection: 15. July 2005

1.2.4 Key points on the rights and obligations of representative researchers

The rights and obligations of a selected representative researcher are as follows.

(1) To become a representative researcher, you must conclude a collaborative research contract with JAXA. Contract forms for non-funded representative researchers are shown in the Appendix, in both Japanese and English. Applicants shall conclude the contract using the contract forms shown in the Appendix.

(2) Any researchers may utilize data provided by JAXA in their research. When publishing their results, they must expressly state that JAXA data was used in the collaborative study.

(3) At the end of the term, non-funded representative researchers shall submit reports on their research and the data utilized. They may also substitute papers published during the term for such reports. Furthermore, researchers shall participate as fully as possible in the workshop held at the end of the term. Support of transportation fees will depend on JAXA's budget. However, participation is not mandatory.

1.2.5 Research period

The research period shall generally be limited to fiscal years 2005 and 2006. However, the period may be extended up to three years, depending on the progress of the project and the JAXA budget.

1.2.6 Address for submission of proposals and for inquiries about this research announcement

Secretary Office for ADEOS-II 3rd Research Announcement

Attention: M.Yamanashi or K.Iwafune

Harumi Island Triton Square Office Tower X 22F

1-8-10 Harumi, Chuo-ku, Tokyo 104-6023

E-mail : Ad2_3rdRAOffice@eorc.jaxa.jp

2. Instructions for Responding to this RA

2.1 General

- (1) Proposals received in response to this RA will be used only for evaluation purposes.
- (2) The following types of proposals are not acceptable:
 - (a) Proposals that include restrictions or patents from other institutions.
 - (b) Proposals that are restricted when distributed or published.
- (3) Proposals will not be returned.

2.2 Conformance to Guidance

This RA does not have any mandatory preparation forms or formats except the cover letter and work plan.

The forms of the cover letter and work plan are in Appendices A and B. The followings are requested in all proposals.

- (1) The page number must appear at the middle of the bottom of each page, and the name of the applicant must appear in the upper right corner.
- (2) All proposals should be word-processed in English, with a font size not smaller than 12 points.

2.3 Length of proposal

Proposals should be brief and to the point, concentrating on substantive material. Few proposals will need to exceed 20 pages. Necessary detailed information, such as reprints, should be included as attachments. A complete set of attachments must accompany each copy of a proposal.

2.4 Proposal Contents

(1) Cover Letter

When composing a proposal, please use the cover sheet required in this RA.

1) Proposed Objectives

Please choose the relevant field to which the proposal belongs.

2) Research Theme

Please state your research theme precisely and clearly. The research theme (proposed title) should be brief, reflecting an especially valid project intelligible to a science-literate reader and suitable for use in the public process.

3) Endorsement

All proposals must be endorsed by the appropriate member or authorizing official. The signature of a responsible official or legally authorized representative of the organization is required.

(2) Abstract of Proposal (Features of Proposal)

Please make a one-page abstract summary of your proposed research. The abstract should describe the objective, scientific significance, method of approach, necessary ADEOS-II data, analysis methodology, and anticipated results. It is very important that this abstract specifically and accurately represents the proposed research.

(3) Information of Applicants

1) Identifying Information of the Principal Applicant

Please state the name, organization, official title, telephone number, facsimile number, and e-mail address of the principal applicant.

2) Identifying Information of Co-Applicant

Please state the name, organization, official title, address, telephone number, facsimile number, and e-mail address of each co-applicant. State each co-applicant's role in the proposed research activities. One research team may consist of only one principal applicant, or one principal applicant and several co-applicants.

3) Biographical Information, Experience, Papers in Related Fields

Please provide a short biographical sketch of the principal applicant, a list of the principal applicant's publications, and the principal applicant's professional qualifications. As the principal applicant is responsible for directly supervising the work, briefly describe experience related to this RA.

Please provide similar biographical information on each co-applicant as well.

(4) Description of Proposal

The main body of the proposal shall be a detailed statement of the work to be undertaken, including its objectives and its significance in the related field. The statement should outline the general plan of work. The project should be described in terms of the following items.

- 1) Proposal Contents
- 2) Description
- 3) Analysis Methodology
- 4) Algorithm to be Used
- 5) Anticipated Results
- 6) Product Utilization Plan (Product Level, Volume, Term, Season, etc.)

(5) Work Plan (Expected Research Schedule)

The research schedule should be outlined in the “Brief Description of Research Schedule” form attached.

(6) Data Request

Please describe ADEOS-II data needed for the proposed research. Specify the type of data, sensor name, observation period, location, data medium, processing level, and product and volume of data. Use a new page to request additional sensor data.

The distributed data volume for each PI depends on the capability of the satellite, sensors, and ground system.

Please note that some requests may not be granted. Also please note that the provided data is to be used for peaceful research purposes only, and cannot be transferred to a third party.

2.5 Withdrawal of Proposal

Proposals may be withdrawn by the applicant at any time. To withdraw a proposal, the applicant should immediately notify the organization that has accepted the proposal.

2.6 Cancellation and Postponement

EORC reserves the right to cancel this RA upon notice delivered by EORC. In addition, EORC assumes no liability for canceling this RA or for postponing this RA schedule.

2.7 Proposal Form

A complete package of the proposal format is composed of the cover page (Appendix A), the schedule of the work plan (Appendix B), and the description of the proposal.

2.8 Proposal Submission and Contact Point

Proposal should be sent to the following EORC ADEOS-II 3rd RA Office:

ADEOS-II 3rd RA Office
Earth Observation Research and Application Center
Japan Aerospace Exploration Agency
Office Tower X 22F, Triton Square, Harumi-Island 1-8-10 Harumi, Chuo-ku,
Tokyo, 104-6023 Japan

The point of contact is:

ADEOS-II 3rd RA Office
Earth Observation Research and Application Center
Tel: +81-3-6221-9023
Fax: +81-3-6221-9192
E-mail address: Ad2_3rdRAOffice@eorc.jaxa.jp

If you don't receive a response to your question within 5 days, ask the above contact point again.

3. Roles of Principal Investigator (PI)

3.1 General

The PIs who are selected through this RA should recognize that EORC conducts the research activities covered by this RA exclusively for peaceful purposes. PIs should perform the activities described below.

- (1) Make the utmost effort to archive the established objectives.
- (2) Report and publish the results of activities.
- (3) Participate in workshops and other meeting of AMSR/AMSR-E and GLI groups held by EORC in order to report results of activities, if necessary.

A contract or cooperative agreement will be made between each PI's organization and EORC (details shown in section 3.6). If a PI needs a Co-Investigator (CI) for research, the PI should specify the name of the CI in the contract. The number of CIs will not be restricted.

EORC will not make a contract or cooperative agreement with a CI. The PI and the PI's organization will be responsible for managing and distributing data.

The research period covered by this RA will be for approximately two years, from this Japanese fiscal year to the end of the next Japanese fiscal year. This period may be extended or shortened, as required by EORC, for continuing the research activities covered by this RA.

3.2 Requested data and its costs

The PI can request data from AMSR/AMSR-E or GLI, or both AMSR/AMSR-E and GLI.

This data, including media, will be distributed to the PI free of charge. However, it should be understood in advance that the amount of requested data may be restricted, depending on the available data distribution capability.

3.3 Publication

The research results or the deliverables obtained through this research activity by the PI will be made available to the public in a timely manner. The PI shall add a statement to the publication to indicate that the research results have been obtained through the cooperation of JAXA in ADEOS-II research activities. The PI and JAXA shall coordinate with one another in advance concerning publication related to the other's performance under this agreement. The publishing party has all rights in such publication as are protected by copyright law. The PI shall provide JAXA with three (3) copies of such publication. The PI shall grant JAXA an irrevocable, royalty-free, non-transferable, and non-exclusive right to use, edit, copy, or distribute the provided publications, unless an academic society responsible for its publication requires the PI to transfer its copyright to it.

Neither the PI nor JAXA shall, without the consent of the other, publish information disclosing an invention prior to filing a patent application on that invention.

3.4 Semiannual and Final Reports

In the case of funding, the PI must provide semiannual and final reports in English during the period of research. JAXA will hold a workshop at the end of the Japanese fiscal year for the PI to report on progress and results. The PI will be obligated to participate in the workshop or meeting held by JAXA and to present the research results.

In the case of non-funding, the PI shall submit a report on the research and the data utilized. Such a report may be substituted with a paper published during the term. Furthermore, researchers shall participate in the workshop held at the end of the term, as far as possible.

3.5 Rights of JAXA and Principal Investigator

Both JAXA and the PI, for their own purposes, retain irrevocable, royalty-free, and non-exclusive rights, including but not limited to using, editing, reproducing, modifying, improving, or distributing any provided research results or deliverables obtained through this agreement. If the PI alters or improves any provided results or deliverables, the PI must provide a written notice to JAXA describing the alterations or improvements. JAXA can exercise the rights mentioned above without prior consent of the PI by any means, including

digital medium or network, after the PI has provided JAXA with the research results or the deliverables. The research results or the deliverables obtained through this research activity must be utilized for peaceful purposes only.

3.6 Contract

The research activities mentioned above will be conducted under a contract or cooperative agreement between each PI's organization and JAXA.

The contract between JAXA and the PI (Appendices C to F: C for domestic funding PI, D for domestic non-funding PI, E for foreign funding PI, and F is for foreign non-funding PI) must be granted by the PI.

In the event that the PI cooperates with a CI on research activities and plans for the CI to use the data JAXA provides, the PI should include the name of the CI in the contract. JAXA will not make a contract or cooperative with the CI. This means that the PI and the PI's organization will be responsible for managing and distributing data.

Other more detailed conditions will be specified in the contract (shown in the Appendix) or cooperative agreement.

4. Criterion and Process of Selection

4.1 Criterion

The main points of selection criteria are:

- (1) The proposal must meet the objectives of this RA.
- (2) It must be anticipated that results will be achieved within a fixed time.
- (3) The Proposal must be of high scientific/ technical quality.
- (4) Applicants must have sufficient experience, capabilities, and qualifications in the research field concerned.
- (5) It is desirable that the proposal includes an innovative concept.

4.2 Process of Selection

The selection procedure will be as follows.

- (1) EORC receives research proposals from applicants.
- (2) Proposals are evaluated according to the criteria described in Section 4.1, through the peer review and the scientific evaluation committee.
- (3) EORC makes decision on adoption of proposals based on the evaluation of the committee.
- (4) The final result is notified to each applicant.

Form (1/2)

Proposal No. _____

(Leave Blank for JAXA Use)

**Proposal Cover Sheet
For
ADEOS-II Research Announcement 2005**

[Information of Applicant]

Research Representative

Name : _____
 Official Title : _____
 Organization : _____
 Address : _____
 Zip Code : _____
 Country : _____
 E-mail : _____
 Telephone : _____ Facsimile : _____

Co-Researchers

Name	Organization	E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____

Biographical Information, Experience, Papers in Related Field

Principal Investigator _____
 (Name) (Organization)

Superintendent _____
 (Name) (Organization)

Form (2/2)

Proposal No. _____

(Leave Blank for JAXA Use)

[Information of Proposal Contents]

Proposed Objective (Check one)

- Improve standard Algorithm or Calibration/Validation
- Detection of long-term climatic fluctuations
- Utilization demonstration themes
- Research themes to be implemented in future missions

Utilization Sensor

Main Sensor (Check one)

- AMSR GLI The other []

Supplement Sensor

- AMSR GLI The other []

Research Theme

Abstract of Proposal

Schedule From _____ to _____

Expected Budget Requirements

Fy2005 _____(Yen)
Fy2006 _____(Yen)

Total _____(Yen)

Research Theme
Name of Applicant

Year	Fy2005				Fy2006							
Month	6	9	12	3	6	9	12	3				
MileStone												
Activities												

Appendix-C
Contract for the domestic fund PI

共同研究契約書

(以下「甲」という。)と独立行政法人宇宙航空研究開発機構(以下「乙」という。)は、次の各条によって共同研究契約(以下「本契約」という。)を締結するものとする。

(定義)

第1条 本契約書において次に掲げる用語は次の定義によるものとする。

- (1)「研究成果」とは本契約に基づき得られたもので、第5条に定める研究成果報告書中で成果として確定された本共同研究の目的に係る発明、考案、意匠、著作物、ノウハウ等の技術的成果及び科学的知見をいう。
- (2)「知的財産権」とは次に掲げるものをいう。
- イ 特許法(昭和34年法律第121号)に規定する特許権、実用新案法(昭和34年法律第123号)に規定する実用新案権、意匠法(昭和34年法律第125号)に規定する意匠権、商標法(昭和34年法律第127号)に規定する商標権、半導体集積回路の回路配置に関する法律(昭和60年法律第43号)に規定する回路配置利用権、種苗法(平成10年法律第83号)に規定する育成者権及び外国における上記各権利に相当する権利
 - ロ 特許法に規定する特許を受ける権利、実用新案法に規定する実用新案登録を受ける権利、意匠法に規定する意匠登録を受ける権利、商標法に規定する商標登録を受ける権利、半導体集積回路の回路配置に関する法律第3条第1項に規定する回路配置利用権の設定の登録を受ける権利、種苗法第3条に規定する品種登録を受ける地位及び外国における上記各権利に相当する権利
 - ハ 著作権法(昭和45年法律第48号)に規定するプログラムの著作物及びデータベースの著作物(以下「プログラム等」という。)の著作権並びに外国における上記各権利に相当する権利
 - ニ 秘匿することが可能な技術情報であって、かつ、財産的価値のあるものの中から甲乙協議のうえ特に指定するもの(以下「ノウハウ」という。)
- 2 本契約書において「発明等」とは、特許権の対象となるものについては発明、実用新案権の対象となるものについては考案、意匠権、商標権、回路配置利用権及びプログラム等の著作物の対象となるものについては創作、育成者権の対象となるものについては育成並びにノウハウの対象となるものについては案出という。
- 3 本契約書において知的財産権の「実施」とは、特許法第2条第3項に定める行為、実用新案法第2条第3項に定める行為、意匠法第2条第3項に定める行為、商標法第2条第3項に定める行為、半導体集積回路の回路配置に関する法律第2条第3項に定める行為、種苗法第2条第4項に定める行為、著作権法第2条第1項第15号及び同項第19号に定める行為並びにノウハウの使用をいう。
- 4 本契約書において「専用実施権等」とは次に掲げるものをいう。
- (1)特許法に規定する専用実施権、実用新案法に規定する専用実施権、意匠法に規定する専用実施権、商標法に規定する専用使用権
 - (2)半導体集積回路の回路配置に関する法律に規定する専用利用権
 - (3)種苗法に規定する専用利用権
 - (4)第1項第2号ロに規定する権利の対象となるものについて独占的に実施をする権利
 - (5)プログラム等の著作権に係る著作物について独占的に実施をする権利
 - (6)第1項第2号ニに規定する権利に係るノウハウについて独占的に実施をする権利
- 5 本契約書において「研究担当者」とは、本共同研究に従事する甲又は乙に属する本契約の別表第1に掲げる者及び本契約第4条第2項に該当する者をいう。また「研究協力者」とは、本契約の別表第1及び本契約第4条第2項記載以外の者であって本共同研究に協力する者をいう。

(共同研究の題目等)

第2条 甲及び乙は次の共同研究(以下「本共同研究」という。)を実施するものとする。

- (1) 研究題目
- (2) 研究目的
- (3) 研究内容
- (4) 研究分担 (別表第 1 のとおり)
- (5) 研究実施場所
宇宙航空研究開発機構 地球観測利用推進センター

その他甲又は乙が指定する場所

(研究期間)

第 3 条 本共同研究の研究期間は平成 年 月 日から平成 年 月 日までとする。

(共同研究に従事する者)

- 第 4 条 甲及び乙はそれぞれ別表第 1 に掲げる者を本共同研究の研究担当者として参加させるものとする。
- 2 甲及び乙は、甲又は乙に属する者を新たに本共同研究の研究担当者として参加させようとするときは、あらかじめ相手方に書面により通知するものとする。

(研究成果報告書の作成)

第 5 条 甲及び乙は、本共同研究完了時に、本共同研究の実施期間中に得られた研究成果について研究成果報告書を取りまとめるものとする。

(研究経費)

- 第 6 条 甲及び乙はそれぞれ別表第 2 に掲げる研究経費を負担するものとする。
- 2 甲及び乙は前項の経費に関する経理書類の閲覧を相手方に申し出ることができる。甲又は乙は相手方からの閲覧の申し出があった場合これに応じなければならない。

(研究経費により取得した設備等の帰属)

第 7 条 設備等の購入にあたってはその帰属について事前に甲乙で協議するものとし、その結果設備等を所有することとなった側が購入経費を負担するものとする。

(施設・設備の提供等)

- 第 8 条 甲及び乙は、本共同研究の用に供するため、相手方の所有に係る設備 (以下「持込物品」という。) を相手方の同意を得て無償で受け入れ共同で使用することができる。なお、甲及び乙は相手方から受け入れた持込物品について、その据付完了の時から返還に係る作業が開始される時まで、
- (1) 善良なる管理者の注意義務をもってその保管にあたらねばならない。
 - (2) 持込物品を本共同研究の遂行以外の目的で使用してはならない。
 - (3) 持込物品を滅失又は損傷した場合は、原因にかかわらず速やかにその旨を相手方に報告しなければならない。
- 2 甲及び乙は、持込物品を故意又は重大な過失、その他自己の責に帰すべき事由により滅失又は損傷したときは、相手方に対して補修もしくは代品の納入を行い、又はその損害を賠償しなければならない。
- 3 甲及び乙は、前項にかかわらず、本共同研究の遂行以外の目的で使用したことに起因して持込物品を滅失又は損傷したときは、故意、過失、その他理由の如何にかかわらず、相手方に対して補修もしくは代品の納入を行い、又はその損害を賠償しなければならない。
- 4 甲及び乙は、研究協力者に持込物品を使用させる場合は、前項の規定に基づく義務を研究協力者に遵守させるよう所要の措置を講じるものとする。

(研究の中止又は期間の延長)

第 9 条 天災その他研究遂行上やむを得ない事由があるときは、甲乙協議のうえ本共同研究を中止し、又は研究期間を延長することができる。この場合において、甲又は乙はその責を負わないものとする。

(研究の完了又は中止等に伴う研究経費等の取扱い)

第 10 条 本共同研究を完了し、又は前条の規定により本共同研究を中止した場合において、相手方から納付された研究経費の額に不用が生じた場合は、甲又は乙は相手方に不用となった額の返還を請求できる。甲又は乙は、相手方からの返還請求があった場合、これに応じなければならない。

2 甲及び乙は、本共同研究を完了し、又は中止したときには、相手方から受け入れた設備を速やかに返還するものとする。

(知的財産権の出願等)

第 11 条 甲及び乙は、本共同研究の実施に伴い発明等が生じた場合には、速やかに相手方に通報しなければならない。

2 甲又は乙はそれぞれ、甲又は乙に属する研究担当者が本共同研究の結果、単独で発明等を行ったときは、単独所有とし、単独で出願等の手続きを行うものとするが、当該発明等に係る知的財産権（著作権及びノウハウを除く。）出願等の前にあらかじめ乙又は甲の確認を得るものとする。この場合、出願手続き及び権利保全に要する費用は、出願等を行おうとする者が負担するものとする。

3 甲及び乙は、甲に属する研究担当者及び乙に属する研究担当者が本共同研究の結果共同で発明等を行ったときは、当該発明等に係る知的財産を共有するものとし、その持分は甲乙協議のうえ定める。また、当該発明等に係る出願等を行おうとするときは、別途締結する共同出願等契約にしたがって共同して出願等を行うものとする。

ただし、甲又は乙が当該知的財産権を相手方から承継した場合は、甲又は乙は単独で出願等するものとする。

(外国出願)

第 12 条 前条の規定は外国における発明等に関する知的財産権（著作権及びノウハウを除く。）の設定登録出願、権利保全（以下、「外国出願」という。）についても適用する。

2 甲及び乙は、前条第 3 項に基づく甲乙共有の知的財産権に係る外国出願を行うにあたっては、双方協議のうえ行うものとする。

(実施料)

第 13 条 甲又は乙に承継された知的財産権を実施しようとするときは、実施料につき別に実施契約で定めるものとする。但し、甲又は乙が自己の業務のために実施する場合は実施料の対象外とする。

(特許料等)

第 14 条 甲及び乙は、共有に係る知的財産権に関する出願等費用、特許料等（以下「出願等費用」という。）をそれぞれ持分に応じて負担するものとする。

2 甲又は乙は、前項に規定する出願等費用を負担しないときは、当該知的財産権に係る自己の持分を乙又は甲に譲渡することができるものとし、その旨の「譲渡証書」を乙又は甲に提出するものとする。

(情報交換)

第 15 条 甲及び乙は、可能な範囲で、本共同研究の実施に必要な情報、資料を相互に無償で提供又は開示するものとする。ただし、甲及び乙以外の者との契約により秘密保持義務を負っているものについてはこの限りではない。

2 本共同研究において処理を実施したが原初データに復元可能な地上観測データ及び衛星搭載データ（以下「提供データ」という。）は、前項に定める情報、資料に含まれるものとし、その扱いについて

は第 17 条に準ずるものとする。

- 3 提供データが相手方と他の機関との協定等に基づくものであるときには、甲及び乙は、提供データを利用するとき又は当該提供データを含む研究成果を公表するとき、当該協定等を遵守するものとする。

(秘密の保持)

第 16 条 甲及び乙は、本共同研究の実施にあたり相手方より開示若しくは提供を受け又は知り得た情報について、別表第 1 の研究担当者（第 4 条第 2 項の研究担当者を含む）及び研究協力者以外に開示・漏洩してはならない。また、甲及び乙は、相手方より開示を受けた情報に関する秘密について、当該研究担当者がその所属を離れた後も含め保持する義務を当該研究担当者に対し負わせるものとする。ただし、次のいずれかに該当する情報についてはこの限りではない。

- (1) 開示を受け又は知得した際、既に自己が保有していたことを証明できる情報
 - (2) 開示を受け又は知得した際、既に公知となっている情報
 - (3) 開示を受け又は知得した後、自己の責めによらずに公知となった情報
 - (4) 正当な権限を有する第三者から秘密保持の義務を伴わずに適法に取得したことを証明できる内容
 - (5) 相手方から開示された情報によることなく独自に開発・取得していたことを証明できる情報
 - (6) 書面により事前に相手方の同意を得たもの
- 2 甲及び乙は、相手方より提供又は開示を受け、もしくは知り得た技術上及び営業上の一切の情報を本共同研究以外の目的に使用してはならない。ただし、書面により事前に相手方の同意を得た場合はこの限りではない。
- 3 前 2 項の有効期間は、本共同研究開始の日から研究完了後（又は研究中止後）5 年間とする。ただし、甲乙協議のうえ、この期間を延長又は短縮することができるものとする。

(研究成果の取扱い)

第 17 条 甲及び乙は、本共同研究完了（研究期間が複数年度にわたる場合は各年度末）の翌日から起算し 2 ヶ月以降、本共同研究によって得られた研究成果（研究期間が複数年度にわたる場合は当該年度に得られた研究成果）について、第 16 条で規定する秘密保持の義務を遵守したうえで発表もしくは公開すること（以下、「研究成果の公表等」という。）ができるものとする。ただし、相手方の同意を得た場合は、研究成果の公表等の時期を早めることができるものとする。

- 2 前項の場合、甲又は乙（以下、「公表希望当事者」という。）は、研究成果の公表等を行おうとする日の 30 日前までにその内容を書面にて相手方に通知しなければならない。また、公表希望当事者は、事前の書面による相手方の了解を得たうえで、その内容が本共同研究の結果得られたものであることを明示しなければならない。
- 3 通知を受けた相手方は、前項の通知の内容に、研究成果の発表等が将来期待される利益を侵害する恐れがあると判断されるときは当該通知受理後 15 日以内に開示、発表若しくは公開される技術情報の修正を書面にて公表希望当事者に通知するものとし、公表希望当事者は、相手方と十分な協議をしなければならぬ。公表希望当事者は、研究成果の公表等により将来期待される利益を侵害する恐れがあると判断される部分については、相手方の同意なく公表してはならない。ただし、相手方は、正当な理由なく、かかる同意を拒んではならない。
- 4 第 2 項の通知しなければならない期間は、本共同研究完了後の翌日から起算して 1 年間とする。ただし、甲乙協議のうえ、この期間を延長し、又は短縮することができるものとする。

(研究成果等の利用)

第 18 条 甲及び乙は、本共同研究のもとで得られた研究成果等を、自己の業務のために、事前に相手方の承諾を得ることなく、無償で利用し又は利用させることができるものとする。

(研究協力者の参加及び協力)

第 19 条 甲又は乙のいずれかが、共同研究遂行上、研究担当者以外の者の参加ないし協力を得ることが必要と認めた場合、相手方の同意を得たうえで、当該研究担当者以外の者を研究協力者とするものが

できる。

- 2 甲又は乙は、研究協力者となる者に本契約内容を遵守させなければならない。
- 3 研究協力者が本共同研究の結果、発明等を行った場合は、関連条文を準用するものとするものとする。

(契約の解除)

第20条 甲及び乙は、次の各号のいずれかに該当するときは本契約を解除することができるものとする。

- (1) 甲及び乙の合意による時。
 - (2) 相手方が本契約の履行に関し不正又は不当な行いをし、催告後7日以内に是正されないとき
 - (3) 相手方が本契約に違反し、催告後7日以内に是正されないとき
- 2 本契約が解除された場合であっても、甲及び乙は、解除までに実施された研究について成果のとりまとめを行うものとする。

(契約の有効期間)

第21条 本契約の有効期間は第3条に定める期間とする。

- 2 本契約の失効後も第6条、第8条、第10条から第19条の規定は当該条項に定める期間又は対象事項が全て消滅するまで有効に存続するものとする。

(協議)

第22条 この契約に定めのない事項について、これを定める必要があるときは、甲乙協議のうえ定めるものとする。

この契約の締結を証するため、本契約書 2 通を作成し、甲、乙それぞれ 1 通を保管するものとする。

平成 年 月 日

(甲) 住所
機関名

印

(乙) 東京都調布市深大寺東町 7 丁目 4 4 番地 1
独立行政法人宇宙航空研究開発機構
契約部長 小林 嘉章 印

別表第1

区分	氏名	所属部局・職名	本研究における役割
甲			
乙			

(注) 研究代表者には氏名に 印を付すこと。

別表第2

区分	研究経費
甲	
乙	
合計	

Appendix-D
Contract for domestic non-fund PI

共同研究契約書

(以下「甲」という。)と独立行政法人宇宙航空研究開発機構(以下「乙」という。)は、次の各条によって共同研究契約(以下「本契約」という。)を締結するものとする。

(定義)

第1条 本契約書において次に掲げる用語は次の定義によるものとする。

- (1)「研究成果」とは本契約に基づき得られたもので、第5条に定める研究成果報告書中で成果として確定された本共同研究の目的に係る発明、考案、意匠、著作物、ノウハウ等の技術的成果及び科学的知見をいう。
- (2)「知的財産権」とは次に掲げるものをいう。
- イ 特許法(昭和34年法律第121号)に規定する特許権、実用新案法(昭和34年法律第123号)に規定する実用新案権、意匠法(昭和34年法律第125号)に規定する意匠権、商標法(昭和34年法律第127号)に規定する商標権、半導体集積回路の回路配置に関する法律(昭和60年法律第43号)に規定する回路配置利用権、種苗法(平成10年法律第83号)に規定する育成者権及び外国における上記各権利に相当する権利
 - ロ 特許法に規定する特許を受ける権利、実用新案法に規定する実用新案登録を受ける権利、意匠法に規定する意匠登録を受ける権利、商標法に規定する商標登録を受ける権利、半導体集積回路の回路配置に関する法律第3条第1項に規定する回路配置利用権の設定の登録を受ける権利、種苗法第3条に規定する品種登録を受ける地位及び外国における上記各権利に相当する権利
 - ハ 著作権法(昭和45年法律第48号)に規定するプログラムの著作物及びデータベースの著作物(以下「プログラム等」という。)の著作権並びに外国における上記各権利に相当する権利
 - ニ 秘匿することが可能な技術情報であって、かつ、財産的価値のあるものの中から甲乙協議のうえ特に指定するもの(以下「ノウハウ」という。)
- 2 本契約書において「発明等」とは、特許権の対象となるものについては発明、実用新案権の対象となるものについては考案、意匠権、商標権、回路配置利用権及びプログラム等の著作物の対象となるものについては創作、育成者権の対象となるものについては育成並びにノウハウの対象となるものについては案出という。
- 3 本契約書において知的財産権の「実施」とは、特許法第2条第3項に定める行為、実用新案法第2条第3項に定める行為、意匠法第2条第3項に定める行為、商標法第2条第3項に定める行為、半導体集積回路の回路配置に関する法律第2条第3項に定める行為、種苗法第2条第4項に定める行為、著作権法第2条第1項第15号及び同項第19号に定める行為並びにノウハウの使用をいう。
- 4 本契約書において「専用実施権等」とは次に掲げるものをいう。
- (1)特許法に規定する専用実施権、実用新案法に規定する専用実施権、意匠法に規定する専用実施権、商標法に規定する専用使用権
 - (2)半導体集積回路の回路配置に関する法律に規定する専用利用権
 - (3)種苗法に規定する専用利用権
 - (4)第1項第2号ロに規定する権利の対象となるものについて独占的に実施をする権利
 - (5)プログラム等の著作権に係る著作物について独占的に実施をする権利
 - (6)第1項第2号ニに規定する権利に係るノウハウについて独占的に実施をする権利
- 5 本契約書において「研究担当者」とは、本共同研究に従事する甲又は乙に属する本契約の別表第1に掲げる者及び本契約第4条第2項に該当する者をいう。また「研究協力者」とは、本契約の別表第1及び本契約第4条第2項記載以外の者であって本共同研究に協力する者をいう。

(共同研究の題目等)

第2条 甲及び乙は次の共同研究(以下「本共同研究」という。)を実施するものとする。

- (1) 研究題目
- (2) 研究目的
- (3) 研究内容
- (4) 研究分担 (別表第 1 のとおり)
- (5) 研究実施場所
宇宙航空研究開発機構 地球観測利用推進センター

その他甲又は乙が指定する場所

(研究期間)

第 3 条 本共同研究の研究期間は平成 年 月 日から平成 年 月 日までとする。

(共同研究に従事する者)

第 4 条 甲及び乙はそれぞれ別表第 1 に掲げる者を本共同研究の研究担当者として参加させるものとする。

2 甲及び乙は、甲又は乙に属する者を新たに本共同研究の研究担当者として参加させようとするときは、あらかじめ相手方に書面により通知するものとする。

(研究成果報告書の作成)

第 5 条 甲及び乙は、本共同研究完了時に、本共同研究の実施期間中に得られた研究成果について研究成果報告書を取りまとめるものとする。

(研究経費)

第 6 条 甲及び乙は、本共同研究において自己の役割を遂行するにあたり必要となる費用を、それぞれが負担するものとする。

(施設・設備の提供等)

第 7 条 甲及び乙は、本共同研究の用に供するため、相手方の所有に係る設備 (以下「持込物品」という。) を相手方の同意を得て無償で受け入れ共同で使用することができる。なお、甲及び乙は相手方から受け入れた持込物品について、その据付完了の時から返還に係る作業が開始される時まで、

(1) 善良なる管理者の注意義務をもってその保管にあたらねばならない。

(2) 持込物品を本共同研究の遂行以外の目的で使用してはならない。

(3) 持込物品を滅失又は損傷した場合は、原因にかかわらず速やかにその旨を相手方に報告しなければならない。

2 甲及び乙は、持込物品を故意又は重大な過失、その他自己の責に帰すべき事由により滅失又は損傷したときは、相手方に対して補修もしくは代品の納入を行い、又はその損害を賠償しなければならない。

3 甲及び乙は、前項にかかわらず、本共同研究の遂行以外の目的で使用したことに起因して持込物品を滅失又は損傷したときは、故意、過失、その他理由の如何にかかわらず、相手方に対して補修もしくは代品の納入を行い、又はその損害を賠償しなければならない。

4 甲及び乙は、研究協力者に持込物品を使用させる場合は、前項の規定に基づく義務を研究協力者に遵守させるよう所要の措置を講じるものとする。

(研究の中止又は期間の延長)

第 8 条 天災その他研究遂行上やむを得ない事由があるときは、甲乙協議のうえ本共同研究を中止し、又は研究期間を延長することができる。この場合において、甲又は乙はその責を負わないものとする。

(研究の完了又は中止等に伴う施設・設備の取扱い)

第9条 甲及び乙は、本共同研究を完了し、又は中止したときには、相手方から受け入れた設備を速やかに返還するものとする。

(知的財産権の出願等)

第10条 甲及び乙は、本共同研究の実施に伴い発明等が生じた場合には、速やかに相手方に通報しなければならない。

2 甲又は乙はそれぞれ、甲又は乙に属する研究担当者が本共同研究の結果、単独で発明等を行ったときは、単独所有とし、単独で出願等の手続きを行うものとするが、当該発明等に係る知的財産権(著作権及びノウハウを除く。)出願等の前にあらかじめ乙又は甲の確認を得るものとする。この場合、出願手続き及び権利保全に要する費用は、出願等を行おうとする者が負担するものとする。

3 甲及び乙は、甲に属する研究担当者及び乙に属する研究担当者が本共同研究の結果共同で発明等を行ったときは、当該発明等に係る知的財産を共有するものとし、その持分は甲乙協議のうえ定める。また、当該発明等に係る出願等を行おうとするときは、別途締結する共同出願等契約にしたがって共同して出願等を行うものとする。

ただし、甲又は乙が当該知的財産権を相手方から承継した場合は、甲又は乙は単独で出願等するものとする。

(外国出願)

第11条 前条の規定は外国における発明等に関する知的財産権(著作権及びノウハウを除く。)の設定登録出願、権利保全(以下、「外国出願」という。)についても適用する。

2 甲及び乙は、前条第3項に基づく甲乙共有の知的財産権に係る外国出願を行うにあたっては、双方協議のうえ行うものとする。

(実施料)

第12条 甲又は乙に承継された知的財産権を実施しようとするときは、実施料につき別に実施契約で定めるものとする。但し、甲又は乙が自己の業務のために実施する場合は実施料の対象外とする。

(特許料等)

第13条 甲及び乙は、共有に係る知的財産権に関する出願等費用、特許料等(以下「出願等費用」という。)をそれぞれ持分に応じて負担するものとする。

2 甲又は乙は、前項に規定する出願等費用を負担しないときは、当該知的財産権に係る自己の持分を乙又は甲に譲渡することができるものとし、その旨の「譲渡証書」を乙又は甲に提出するものとする。

(情報交換)

第14条 甲及び乙は、可能な範囲で、本共同研究の実施に必要な情報、資料を相互に無償で提供又は開示するものとする。ただし、甲及び乙以外の者との契約により秘密保持義務を負っているものについてはこの限りではない。

2 本共同研究において処理を実施したが原初データに復元可能な地上観測データ及び衛星搭載データ(以下「提供データ」という。)は、前項に定める情報、資料に含まれるものとし、その扱いについては第15条に準ずるものとする。

3 提供データが相手方と他の機関との協定等に基づくものであるときには、甲及び乙は、提供データを利用するとき又は当該提供データを含む研究成果を公表するとき、当該協定等を遵守するものとする。

(秘密の保持)

第15条 甲及び乙は、本共同研究の実施にあたり相手方より開示若しくは提供を受け又は知り得た情報について、別表第1の研究担当者(第4条第2項の研究担当者を含む)及び研究協力者以外に開示・漏洩してはならない。また、甲及び乙は、相手方より開示を受けた情報に関する秘密について、当該

研究担当者がその所属を離れた後も含め保持する義務を当該研究担当者に対し負わせるものとする。ただし、次のいずれかに該当する情報についてはこの限りではない。

- (1) 開示を受け又は知得した際、既に自己が保有していたことを証明できる情報
 - (2) 開示を受け又は知得した際、既に公知となっている情報
 - (3) 開示を受け又は知得した後、自己の責めによらずに公知となった情報
 - (4) 正当な権限を有する第三者から秘密保持の義務を伴わずに適法に取得したことを証明できる内容
 - (5) 相手方から開示された情報によることなく独自に開発・取得していたことを証明できる情報
 - (6) 書面により事前に相手方の同意を得たもの
- 2 甲及び乙は、相手方より提供又は開示を受け、もしくは知り得た技術上及び営業上の一切の情報を本共同研究以外の目的に使用してはならない。ただし、書面により事前に相手方の同意を得た場合はこの限りではない。
 - 3 前2項の有効期間は、本共同研究開始の日から研究完了後（又は研究中止後）5年間とする。ただし、甲乙協議のうえ、この期間を延長又は短縮することができるものとする。

（研究成果の取扱い）

- 第16条 甲及び乙は、本共同研究完了（研究期間が複数年度にわたる場合は各年度末）の翌日から起算し2ヶ月以降、本共同研究によって得られた研究成果（研究期間が複数年度にわたる場合は当該年度に得られた研究成果）について、第15条で規定する秘密保持の義務を遵守したうえで発表もしくは公開すること（以下、「研究成果の公表等」という。）ができるものとする。ただし、相手方の同意を得た場合は、研究成果の公表等の時期を早めることができるものとする。
- 2 前項の場合、甲又は乙（以下、「公表希望当事者」という。）は、研究成果の公表等を行おうとする日の30日前までにその内容を書面にて相手方に通知しなければならない。また、公表希望当事者は、事前の書面による相手方の了解を得たうえで、その内容が本共同研究の結果得られたものであることを明示しなければならない。
 - 3 通知を受けた相手方は、前項の通知の内容に、研究成果の発表等が将来期待される利益を侵害する恐れがあると判断されるときは当該通知受理後15日以内に開示、発表若しくは公開される技術情報の修正を書面にて公表希望当事者に通知するものとし、公表希望当事者は、相手方と十分な協議をしなければならない。公表希望当事者は、研究成果の公表等により将来期待される利益を侵害する恐れがあると判断される部分については、相手方の同意なく公表してはならない。ただし、相手方は、正当な理由なく、かかる同意を拒んではならない。
 - 4 第2項の通知しなければならない期間は、本共同研究完了後の翌日から起算して1年間とする。ただし、甲乙協議のうえ、この期間を延長し、又は短縮することができるものとする。

（研究成果等の利用）

- 第17条 甲及び乙は、本共同研究のもとで得られた研究成果等を、自己の業務のために、事前に相手方の承諾を得ることなく、無償で利用し又は利用させることができるものとする。

（研究協力者の参加及び協力）

- 第18条 甲又は乙のいずれかが、共同研究遂行上、研究担当者以外の者の参加ないし協力を得ることが必要と認めた場合、相手方の同意を得たうえで、当該研究担当者以外の者を研究協力者とすることができる。
- 2 甲又は乙は、研究協力者となる者に本契約内容を遵守させなければならない。
 - 3 研究協力者が本共同研究の結果、発明等を行った場合は、関連条文を準用するものとするものとする。

（契約の解除）

- 第19条 甲及び乙は、次の各号のいずれかに該当するときは本契約を解除することができるものとする。
- (1) 甲及び乙の合意によるとき。

- (2) 相手方が本契約の履行に関し不正又は不当な行いをし、催告後7日以内に是正されないとき
- (3) 相手方が本契約に違反し、催告後7日以内に是正されないとき
- 2 本契約が解除された場合であっても、甲及び乙は、解除までに実施された研究について成果のとりまとめを行うものとする。

(契約の有効期間)

第 20 条 本契約の有効期間は第 3 条に定める期間とする。

- 2 本契約の失効後も第 6 条、第 9 条から第 18 条の規定は当該条項に定める期間又は対象事項が全て消滅するまで有効に存続するものとする。

(協議)

第 21 条 この契約に定めのない事項について、これを定める必要があるときは、甲乙協議のうえ定めるものとする。

この契約の締結を証するため、本契約書 2 通を作成し、甲、乙それぞれ 1 通を保管するものとする。

平成 年 月 日

(甲) 住所
機関名

印

(乙) 東京都調布市深大寺東町 7 丁目 4 4 番地 1
独立行政法人宇宙航空研究開発機構
宇宙利用推進本部長 印

別表第1

区分	氏名	所属部局・職名	本研究における役割
甲			
乙			

(注) 研究代表者には氏名に 印を付すこと。

Appendix-E
Contract for foreign fund PI

Document ID: 05/JAXA/AEO NoTBD

AGREEMENT ON THE ALGORITHM DEVELOPMENT
AND
CALIBRATION AND VALIDATION
FOR THE
ADVANCED EARTH OBSERVING SATELLITE II
BETWEEN THE
JAPAN AEROSPACE EXPLORATION AGENCY (JAXA)
AND
(相手機関名)

PI's Name:

PI Identification Number:

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This agreement is made and becomes effective on *-(MMDD,YY)-* when signed by the duly authorized representatives of the Japan Aerospace Exploration Agency, established under the provision of the law concerning the Japan Aerospace Exploration Agency on October 1, 2003, represented by its President and having its principal office at 7-44-1 Higashi-Machi, Jindaiji, Chofu-Shi, Tokyo, Japan (hereinafter referred to as "JAXA") and *---(research organization)---* at *---(address)---* (hereinafter referred to as the "Research Organization").

Whereas JAXA and the Research Organization, recognize that the Advanced Earth Observing Satellite-II (hereinafter referred to as "ADEOS-II") was launched in 2002 to contribute to the global observation of environmental change under international cooperation among the National Aeronautics and Space Administration (hereinafter referred to as "NASA"), the French Centre National d'Etudes Spatiales (hereinafter referred to as "CNES"), and the Environmental Agency of Japan (hereinafter referred to as "EA");

Recognizing that JAXA provided the Global Imager (hereinafter referred to as "GLI") and the advanced Microwave Scanning Radiometer (hereinafter referred to as "AMSR") for flight on the ADEOS-II spacecraft;

Recognizing that NASA provided the Sea Winds for flight on the ADEOS-II spacecraft;

Recognizing that CNES provided the Polarization and Directionality of the Earth's Reflectances (hereinafter referred to as "POLDER") for the flight on the ADEOS-II spacecraft;

Recognizing that EA provided the Improved Limb Atmospheric Spectrometer-II (hereinafter referred to as "ILAS-II") for flight on the ADEOS-II spacecraft;

Recognizing that JAXA issued the first research announcement (hereinafter referred to as "RA") in October 1995 for GLI and AMSR on ADEOS-II for three categories (1) development, calibration, and validation of standard algorithms, (2) development of a research algorithms, and (3) calibration and validation of standard algorithms;

Recognizing that JAXA, NASA, CNES, and EA issued the joint research announcement (hereinafter referred to as "JRA") in February 1999 for three categories: (1) development of research algorithms, (2) preparation and implementation of calibration and validation plans, and (3) research on the Earth and environmental sciences;

Recognizing that JAXA issued the third RA in April 2005 for four categories: (1) improvement of standard algorithms and related field experiments, (2) long term climate change research, (3) data application research and (4) research for future missions;

Recognizing that JAXA selected the principal investigator, shown on the cover page of this agreement, who submitted a proposal described in the Work Plan attached to this agreement.

The parties hereto agree as follows:

1. Definitions

As used in this agreement, the following terms shall be defined as follows:

"ADEOS-II" consists of the spacecraft itself plus the instruments on-board the Advanced Earth Observing Satellite-II, whether provided by JAXA or by any other agency.

"GLI" is a visible and infrared imaging radiometer on board ADEOS-II provided by JAXA.

"AMSR" is a passive radiometer on board ADEOS-II provided by JAXA.

"Sea Winds" is a sea-surface stress parameter on board ADEOS-II provided by NASA.

"POLDER" is a multi-band imaging radiometer/parameter on board ADEOS-II provided by CNES.

"ILAS" is a spectrometer on board ADEOS-II provided by EA.

"PI" is the person whose name is shown on the cover page of this agreement and who has been selected to perform the research activities.

The "Research" is defined in the RA and further details are described in the "Work Plan", which is attached to this agreement.

The "Co-Investigator" (CI) is the person who supports the PI in performing the research defined in this agreement with the approval of the Research Organization and JAXA.

The "Research Results" means the results derived from the implementation of the research activities.

The "Contract Value" is the total amount of funds payable to the Research Organization by JAXA under this agreement.

"Capital Equipment" is property with a life span longer than one year that retains its condition, and whose value depreciates each year as defined by JAXA. The Research Organization shall obtain JAXA's approval prior to procuring capital equipment using the Contract Value. If the Research Organization should procure capital equipment without JAXA's approval, the cost of the procurement will not be reimbursed.

The "Financial Record" is evidence to show the existence of a business transaction or expenditure by the Research Organization for supplies or services accepted by JAXA and procured using the Contract Value.

2. Purpose and Scope

The purpose of this agreement is to establish the terms and conditions under which the Research Organization shall conduct the research activities.

The research is described as the "Work Plan" in "Attachment 1".

3. Period of Performance

This agreement becomes effective MM DD, YYYY (hereinafter the "Effective Date") upon the signing of the duly authorized representatives of both parties and shall remain in effect until MM DD, YYYY, unless terminated as described in article 33.

In spite of the previous paragraph, articles 8,9,10,11,12, 27,28,30 and 31 shall remain in force after the expiration of this agreement.

4. Affiliation

Should there be a change of the PI's affiliation, the Research Organization shall coordinate the proposed change with JAXA in advance such as changing the PI (keeping the same Research Organization) or changing the Research Organization (keeping the same PI).

JAXA shall not bear any of the cost incurred by this change.

5. Responsibilities of JAXA

JAXA shall perform the following tasks:

- (1) Provide necessary funds for the Research Organization to conduct the Research as described in this agreement,
- (2) Supply the necessary information to PI in order to conduct the Research activities,
- (3) Evaluate the Research progress and results of the presentation materials for the workshops, and the deliverables listed in the article 35,
- (4) Conduct the workshops to evaluate the research, and to organize the peer review meetings for interim review.

6. Responsibilities of the Research Organization

The Research Organization shall perform the following tasks:

- 1) Develop and evaluate the designated standard algorithm,
- 2) Support the development of a calibration and validation plan and participate its observation,
- 3) Develop and evaluate the designated research algorithm
- 4) Respond to JAXA's requests to travel to the Earth Observation Research and application Center (EORC) and implement and integrate the standard algorithm if necessary. The estimated support period is several weeks,
- 5) Support the development of a calibration and validation plan and participate in implementing that plan,
- 6) Deliver the presentation materials for the workshops and the deliverables listed in article 35 to JAXA,
- 7) Submit other related supplemental documents upon JAXA's request,
- 8) Participate in the workshops and report research progress,

- 9) Participate in the peer review meeting for interim review upon JAXA's request,
- 10) Give JAXA the list of CIs; supervise the CIs and be responsible for all their research activities in accordance with the terms and conditions of this agreement.

7. Delegation of JAXA's Responsibilities

JAXA may delegate some part of its own responsibilities, defined in this agreement, to a third party as its agent (hereinafter referred to as the "Agent"). The delegated tasks are shown below. JAXA will provide the Research Organization the necessary information pertaining to the Agent in writing.

- 1) Coordinate with the Research Organization the funds required to perform the tasks defined in this agreement, except for the travel costs defined in articles 6.4), 6.8) and 6.9).
- 2) Collect and review the completeness of the workshop presentation materials, the deliverables, and other provided documents,
- 3) Monitor research progress,
- 4) Act as JAXA's single point of contact for the Research Organization with regard to the tasks defined in this agreement.

The Research Organization shall send all correspondence and documents including, but not limited to, the workshop materials and the deliverables to the Agent.

8. Transfer of Technical Data

Except as otherwise provided in this article, each party under this agreement shall transfer all technical data considered to be necessary to fulfill the receiving party's responsibilities in accordance with this agreement. The parties agree to handle expeditiously any request for technical data presented by the other party for the purpose of this agreement. Neither party shall have any right to require the other party to transfer any data, which would violate the laws or regulations of the country having jurisdiction of such transfer.

The party supplying the technical data shall mark with a notice or otherwise clearly indicate that it is to be protected for proprietary rights purposes or export control purposes. Such a notice shall indicate any specific conditions regarding how such technical data may be disclosed or used by the receiving party, including that such technical data shall be used, duplicated, or disclosed only for the purpose of fulfilling the receiving party's responsibilities under this agreement, and that such technical data shall not be disclosed to or used by persons or entities other than the receiving party, for any other purpose, without the prior consent of the party supplying the data.

Each party shall observe any limitation on the handling of transferred technical data clearly indicated.

9. Usage of Research Results

Both parties shall, for their own purposes, retain irrevocable, royalty-free, and non-exclusive rights, including but not limited to, using, editing, reproducing, modifying, improving, or distributing any provided research results or deliverables obtained through this agreement.

If the Research Organization alters or improves any provided results or deliverables, the Research Organization shall provide a written notice to JAXA describing the alterations or improvements.

JAXA can exercise the rights mentioned in the first paragraph above without prior consent of the Research Organization by any means, including digital medium or network, after the Research Organization has provided JAXA with the research results or the deliverables.

The research results or the deliverables obtained through this agreement shall be utilized for peaceful purposes only.

10. Publication of Results

The research results or the deliverables obtained through this agreement by the Research Organization will be made available to the general public in a timely manner.

The publishing parties shall add a statement to the publication to indicate that the research results have been obtained through cooperation between the Research Organization and JAXA in ADEOS-II Research activity.

The parties shall coordinate with each other in advance concerning publication related to the other's performance under this agreement.

The publishing party, as between the parties hereto, has all rights in such publication as are protected by copyright law.

The Research Organization shall provide JAXA with three (3) copies of such publication. The Research Organization shall grant JAXA an irrevocable, royalty-free, non-transferable and non-exclusive right to use, edit, copy, or distribute the provided publications, unless an academic society responsible for its publication requires the Research Organization to transfer its copyright to it.

Neither party shall, without the consent of the other party, publish information disclosing an invention prior to filing a patent application on that invention.

11. Warranty

Each party assumes that it has the right to use all the technical data (except the earth observation data) in its performance under this agreement, free and clear of any claims of third parties.

The party furnishing the technical data agrees to indemnify and hold the receiving party harmless from and against any losses, damages, and liabilities arising from, or as a result of, any claim or suit brought against the receiving party alleging wrongful or unauthorized use of technical data furnished to said receiving party.

12. Capital Equipment

12.1 Limitation on Capital Equipments Acquisition

The Research Organization shall obtain prior consent from JAXA to purchase any capital equipment partially or entirely using the Contract Value.

The Research Organization shall not spend any part of the Contract Value to procure the following items including, but not limited to, office furnishing equipment such as facsimile machine, copier, furniture, motor vehicle, air conditioning equipment, or general purpose application software such as word processing software.

12.2 Use of Capital Equipment

Any capital equipment purchased using the Contract Value shall be dedicated for the performance of this agreement. Any capital equipment purchased partially using the Contract Value shall be principally dedicated for the performance of this agreement.

12.3 Ownership and Disposition of Capital Equipment

The Research Organization owns all rights and interest in the capital equipment purchased using the Contract Value under this agreement. JAXA may, at its option, transfer the ownership of the capital equipment from the Research Organization to JAXA if JAXA considers it appropriate. Such a determination will be based primarily on JAXA's judgment and will include factors such as, (a) the Research Organization fails to fulfill any responsibility required under this agreement or fails to submit to JAXA any deliverable or any other reports required within the time specified in this agreement, or (b) the deliverables or any other reports do not meet JAXA's requirements described in this agreement or the implementation handbook. Should there be any conflict between the implementation handbook and this agreement, this agreement shall govern.

At the conclusion or termination of this agreement, JAXA has thirty (30) days to choose whether the ownership of the capital equipments are to be transferred to JAXA.

12.4 Capital Equipment Substitution

If the Research Organization identifies capital equipment that can perform as well as or better than any originally proposed, the Research Organization may substitute the improved capital equipment for that originally proposed. The Research Organization shall inform JAXA of any substitutions.

13. Property Management Responsibility

The Research Organization shall exercise due care to prevent loss, damage, or theft of the property purchased with the Contract Value.

14. Force Majeure

Neither party is liable for failure, delay or suspension related to performing its part of this agreement when such failure is due to but not limited to, fire, war, inevitable accident, act/policy of government, or legal restrictions beyond the control of the party.

15. Language

All reports, communications, and other interactions between the Research Organization and JAXA concerning the work performed under this agreement shall be in the English language.

16. Contract Value

16.1 Contract Value

The Contract Value for the period of this agreement shall not exceed \$_____.

This Contract Value includes travel costs incurred to fulfill responsibilities defined in articles 6.4), 6.8) and 6.9).

16.2 Modifications of the Contract Value

The Research Organization shall notify JAXA in writing whenever the Research Organization has reason to believe that the scope of the "Work Plan" described in "Attachment 1" will be either increased or reduced. Notification shall not be delayed pending preparation of a proposal.

The Research Organization shall notify JAXA in writing whenever the Research Organization has reason to believe that the total cost for performance will be either greater or less than the Contract Value stated in this agreement.

If the services required by the Research Organization are beyond those proposed herein, such services shall not commence until the parties have mutually agreed upon the scope, Contract Value, and terms.

16.3 Work Plan and the Contract Value in the Following Research Period

The Contract Value for the Research following the completion of this agreement shall be determined by both parties prior to the commencement of the following research period.

16.4 Carryover of Remaining Contract Value

The difference between the Contract Value and the total of actual payments during this agreement period shall not be payable after the invoice due date defined in article 19.

17. Invoiced Amounts

All financial transactions shall be made in the currency of United States Dollars.

The Research Organization may invoice JAXA for the amount incurred based on the activities under this agreement.

The Research Organization shall submit invoices to the Agent. Hereinafter, the term "Accounting Department" refers to the Agent.

Upon receipt of a proper invoice, the Accounting Department will review the invoice and decide the amount payable to the Research Organization based on whether each item in the invoice is compatible with this agreement.

18. Invoice Schedule

The initial invoice shall be submitted by MM DD, YYYY.

Subsequent invoices shall be submitted quarterly by the 10th day of that month.

The Research Organization may choose to submit invoices less frequently than quarterly.

The Research Organization shall submit the last invoices no later than MM DD, YYYY.

JAXA shall not accept invoices submitted after MM DD, YYYY.

19. Payment Schedule

19.1 Payments on the Quarterly Progress Report

The date for making quarterly invoice payments except 20.2 and 20.3 shall be the later of the following two events.

- (1)Forty (40) days after the Accounting Department has received a proper invoice from the Research Organization.
- (2) Forty (40) days after JAXA's acceptance of the quarterly progress reports.

19.2 Payments on the Quarterly Progress Report and required Deliverables

The date for making quarterly invoice payments on the deliverables required in that month shall be the later occurring of the following two events.

- (1) Forty (40) days after the Accounting Department has received a proper invoice from the Research Organization.
- (2) Forty (40) days after JAXA's acceptance of the quarterly progress reports and the required deliverables.

19.3 Final Payments

The date for making final invoice payments for this agreement shall be the later of the following two events:

- (1)Forty (40) days after the Accounting Department has received a proper invoice from the Research Organization.
- (2)Forty (40) days after JAXA's acceptance of the deliverables.

All payments are subject to the conditions set forth in this agreement. All payments shall be made in exchange for the appropriate progress of Research activity and the receipt of the deliverables by JAXA.

Payment may be postponed if the deliverables described in this agreement are inadequate, are not received on time, inventories are not provided as required, or if capital equipments are not returned upon JAXA's request.

Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this article are calendar days, unless otherwise specified. There shall not be any interest penalty assessments for payment delays.

20. Content of Invoice

Each invoice shall express charges in United States Dollars and shall state the following:

- (1) The name and address of the Research Organization.
- (2) The name and address of the PI.
- (3) The name and address of the financial officer to whom payments shall be sent. This shall be in a proper notice of assignment.
- (4) A reference to this agreement.
- (5) The invoice date.
- (6) The time period covered by the invoice.
- (7) Total United States Dollar amount and breakdowns (labor, direct costs and indirect costs).

The Research Organization shall prepare an invoice using the format provided by JAXA. If the invoice does not comply with these requirements, the Research Organization will be notified of the defect within fourteen (14) days after the Accounting Department receives the invoice. All days referred to in this article are calendar days, unless otherwise specified.

21. Payment Procedure

Payments may be made either by check or by electronic funds transfer at the option of JAXA. If JAXA opts for electronic funds transfer, JAXA, as sender, shall pay the related sending fee, and the Research Organization, as receiver, shall pay the related receiving fee. Disbursement by electronic funds requires the consent of both parties.

If the Research Organization requests payment by electronic transfer, fourteen (14) days before an invoice is submitted, the Research Organization shall designate a financial institution for receipt of electronic funds transfer payments, and will inform JAXA of this designation. To receive electronic funds, the Research Organization must provide the following information.

- (1) The name, address, and telephone number of the financial institution receiving payment.
- (2) The routing transit number of the financial institution receiving payment.
- (3) The account to which funds are to be deposited.
- (4) The type of depositor account (checking or savings).
- (5) A letter authorizing the Accounting Department to disburse the Contract Value electronically to the financial institution designated by the Research Organization.

If the Research Organization elects to designate a different financial institution to receive payment using electronic funds transfer, notification of such change and the required information specified above shall be provided to JAXA thirty (30) days prior to the date such change is to become effective. All days referred to in this article are calendar days, unless otherwise specified.

The documents furnishing the information required in this article shall be dated and shall contain the signature, name, title, and telephone number of the official authorized to provide it.

22. Retention of Financial Records

The Research Organization shall retain Financial Records for a period of one (1) year after the conclusion or termination of this agreement.

If any audit is started during this one (1) year period, the Research Organization shall retain the Financial Records until the audit is completed.

A proper Financial Record shall include the following.

- (1) The name and address of the Research Organization.
- (2) The name and address of the PI.
- (3) A reference to this agreement.
- (4) The amount of procurement.
- (5) Description, quantity, unit of measure, unit price, and extended price of the capital equipment, supplies delivered, or services (e.g., labor hours) performed.

23. Taxes and Customs

If any customs fees and/or taxes of any kind are levied on the transactions necessary for implementing this agreement, such customs fees and/or taxes shall be borne by the party of the country levying the fees and/or taxes after seeking to develop the necessary free customs clearance and waiver of applicable duties and taxes,.

24. Refund

If the Research Organization does not meet the purpose of this agreement or comply with terms of this agreement, the Research Organization shall refund to the Accounting Department any unexpended funds, not including non-cancelable obligations which have already been paid by the Accounting Department.

25. Adherence to Original Estimates

JAXA shall have no responsibility for cost overruns by the Research Organization.

26. Limitations on Liabilities

JAXA will not be responsible for any delay or failure in the performance of its obligations under this agreement caused by direction or guidance of any governmental or regulatory authorities. In no event shall JAXA be liable for special, indirect or consequential damages.

The Research Organization agrees to waive its claim against JAXA, NASA, CNES, their related entities (contractors and subcontractors), and their employees with respect to any injury or death of its employees or the employees of its related entities, with respect to damage of any kind, or any loss of its own property or property of its related entities arising out of activities under this agreement (hereafter referred to as "Damages"), except such Damages which arise through willful misconduct and except intellectual property rights.

The Research Organization shall take necessary measures to ensure that its related entities waive any claim against JAXA, NASA, CNES, their related entities, and their employees with respect to Damages, except

such Damages which arise through willful misconduct and except intellectual property rights.

JAXA shall take necessary measures to ensure that NASA, CNES, and their related entities waive any claim against the Research Organization and its related entities and their employees with respect to Damages, except such Damages which arise through willful misconduct and except intellectual property rights.

JAXA agrees to waive its claim against the Research Organization their related entities and their employees with respect to Damages, except such Damages which arise through willful misconduct and except intellectual property rights.

27. Invention and Patent

Except as set forth in paragraph 2 of this article, nothing in this agreement shall be construed as granting or implying any right to, or interest in, patents owned or inventions which are independently developed by the parties or their contractors or subcontractors.

In the event that an invention is jointly made by any combination of the parties during the implementation of this agreement, patent protection shall be requested jointly by the parties involved on the basis of equal rights, unless otherwise agreed by the parties involved, taking into consideration their contribution to the invention.

28. Government Approvals

Each party shall obtain such permits, licenses, and other government authorizations as are required for it to perform its responsibilities under this agreement, and shall comply with all respective laws and regulations.

29. Dispute Resolution

The parties agree to make their best efforts to amicably resolve any dispute, controversy, or difference resulting from, or in connection with this agreement.

30. Arbitration

Any dispute, controversy, or difference arising out of, in connection with, or resulting from this agreement, which have not been settled amicably, shall be finally resolved by arbitration.

31. Postponement and Suspension

When the Research Organization has failed to meet the purposes of this agreement or comply with the terms of this agreement, JAXA may suspend execution of this agreement, in whole or in part, pending corrective action by the Research Organization or a decision by JAXA to revoke this agreement.

32. Termination by JAXA

JAXA may terminate this agreement in whole or in part at any time prior to the expiration of this agreement at its sole discretion. JAXA shall specifically identify the work to be terminated. The notice of termination shall be transmitted in writing to the Research Organization at least thirty (30) days prior to the date of termination.

Upon receipt of such notice, the Research Organization shall promptly deliver to JAXA all work in progress, all work that is completed and otherwise ready for delivery.

33. Amendment

This agreement may be amended by a written agreement of the parties.

34. Schedule for Submission of Reports

1) Semiannual progress reports

Initial semiannual progress report: MM DD, YYYY

Subsequent semiannual progress reports: The 10th day of the reporting month, regardless of whether or not the Research Organization has chosen to submit an invoice for the month.

2) Workshop materials

Upon JAXA's request.

3) Deliverables

The Research Organization shall submit the deliverables twice before the following due dates.

Interim deliverables: MM DD, YYYY

Final deliverables: MM DD, YYYY

Deliverables are listed below.

- a) Algorithm description
- b) Program list
- c) Program code
- d) Operation description
- e) Other necessary information (e.g. program specification)

IN WITNESS WHEREOF, the duly authorized representatives have executed this agreement, which will become effective on MM DD, YYYY.

RESEARCH ORGANIZATION:

JAXA:

Signature
Contract Person
Title

Signature
Miyuki Akiyama
Director, Contract Department

Attachment1: Work Plan

Research Theme
Name of Applicant

Year	Fy2005				Fy2006							
Month	6	9	12	3	6	9	12	3				
MileStone												
Activities												

Appendix-F
Contract for foreign non-fund PI

AGREEMENT ON THE ALGORITHM DEVELOPMENT
AND
CALIBRATION AND VALIDATION
FOR THE
ADVANCED EARTH OBSERVING SATELLITE II
BETWEEN THE
JAPAN AEROSPACE EXPLORATION AGENCY (JAXA)
AND
(相手機関名)

PI's Name:
PI Identification Number:

This agreement is made and becomes effective on MMDD, YYYY, upon being executed by affixing the signatures of the duly authorized representatives of the Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA"), and the _____ (hereinafter referred to as "Research Organization") to which the principal investigator, (hereinafter referred to as "PI") whose name is shown on the cover page of this agreement and who has been selected through the Advanced Earth Observing Satellite-II (hereinafter referred to as "ADEOS-II") Research Announcement (hereinafter referred to as "RA") issued by JAXA, belongs.

1. The purpose of this agreement is to establish the terms and conditions under which the Research Organization shall conduct research activities. The research is defined in the RA, and further details are described in "Attachment 2" as the "Work Plan". The research activities shall be conducted only for peaceful purpose.
2. JAXA shall make its reasonable efforts to provide necessary sensor data and information to the Research Organization in order for the Research Organization to conduct the research activities.
3. The Research Organization shall make its reasonable efforts to perform the following tasks without requesting financial support from JAXA;
 - a) Conduct the research activities.
 - b) Deliver to JAXA the deliverables listed in "Attachment 1".
 - c) Participate in workshops and report research progress in those workshops.
4. Both parties' rights shall include but not be limited to, using, editing, reproducing, modifying, improving, and distributing any provided research results through this agreement for its own purposes.

JAXA may exercise the rights aforesaid without prior consent of the Research Organization.

The research results obtained through this agreement shall be utilized for peaceful purposes only.
5. Each party shall transfer only those technical data and goods necessary to fulfill their respective responsibilities under this agreement.

The furnishing party shall mark with a notice or otherwise clearly indicate the technical data that is to be protected for proprietary rights purposes or export control purposes.

Such a notice shall indicate any specific conditions regarding how such technical data may be disclosed or used by the receiving party, including (a) that such technical data shall be used, duplicated, or disclosed only for the purpose of fulfilling the receiving party's responsibilities under this agreement, and (b) that such technical data shall not be disclosed to or used by persons or entities other than the receiving party, or for any other purpose, without the prior consent of the furnishing party.

6. The publishing parties shall add to the publication a statement that indicates, as appropriate, that the research results have been obtained through the cooperation of the JAXA and Research Organization in the ADEOS-II research activity.

Neither party shall, without the consent of the other party, publish information disclosing an invention prior to filing a patent application on that invention.

7. If the results are published, the Research Organization shall provide JAXA with two (2) copies of such publication.

The Research Organization shall grant JAXA an irrevocable, royalty-free, non-transferable, and non-exclusive right to use, edit, copy, or distribute the provided publications, unless an academic society responsible for its publication requires the Research Organization to transfer its copyright to it.

8. JAXA does not in any way guarantee the quality of provided data.
9. The Research Organization shall not redistribute or disclose the provided data and information to any third parties except to Research Organization-related entities.
10. If an invention is jointly made by any combination of the parties during the implementation of this agreement, patent protection shall be requested jointly by the parties involved on the basis of equal rights, unless otherwise agreed by the parties involved, having taken into consideration their contribution to the invention.

11. JAXA shall not be responsible for any delay or failure in the performance of its obligations under this agreement caused by direction or guidance of any governmental or regulatory authorities.

In no event shall JAXA be liable for special, indirect or consequential damages.

The Research Organization agrees to waive its claim against JAXA, NASA, CNES, and their related entities (contractors and subcontractors), and their employees with respect to any injury or death of its employees or the employees of its related entities, with respect to damage of any kind, or any loss of its own property or property of its related entities arising out of activities under this agreement (hereafter referred to as "Damages"), except such Damages that arise through willful misconduct and also except for intellectual property rights.

The Research Organization shall take necessary measures to ensure that its related entities waive any claim against JAXA, NASA, CNES, their related entities, and their employees with respect to Damages, except such Damages that arise through willful misconduct and also except for intellectual property rights.

JAXA shall take necessary measures to ensure that NASA, CNES, and their related entities waive any claim against the Research Organization and its related entities and their employees with respect to Damages, except such Damages that arise through willful misconduct and also except for intellectual property rights.

JAXA agrees to waive its claim against the Research Organization their related entities and their employees with respect to Damages, except such Damages that arise through willful misconduct and also except for intellectual property rights.

12. Neither party is liable for failure, delay or suspension to perform its part of this agreement when such failure is due to reasons including, but not limited to, fire, war, inevitable accident, act/policy of government, and legal restrictions beyond the control of the party.

13. If any customs fees and/or taxes of any kind are levied on the transactions necessary for the implementation of this agreement, such customs fees and/or taxes shall be borne by the party of the country levying the fees and/or taxes after seeking to develop the necessary free customs clearance

and waiver of applicable duties and taxes.

14. The parties agree to make the best effort to solve amicably any dispute, controversy, or difference arising out of, in connection with, or resulting from this agreement.
15. Any dispute, controversy, or difference arising out of, in connection with, or resulting from this agreement, which can not be settled amicably, shall be finally resolved by arbitration.
16. JAXA may terminate this agreement when the Research Organization has failed to conduct the responsibilities of this agreement, or the Research Organization has failed to comply with the terms of this agreement.

IN WITNESS WHEREOF, the duly authorized representatives have executed this agreement, which becomes effective on MMDD, YYYY, and will remain effective until MMDD, YYYY. The Articles 4, 6, 7, 9, 10, 11, 14 and 15 shall remain in force after the date of expiration of this agreement.

Research Organization

JAXA

Name _____

Name _____

Title

Yasushi Horikawa

Title : Executive Director

Office of Space Applications

Schedule for submission of reports

Improvement of Standard Algorithm

1) The final report

MMDD, YYYY,

The final report shall, as a minimum, include a) a summary, b) a list of publications, c) publications.

2) The workshop materials

Upon JAXA's request

3) The deliverables

The submission of the deliverables is when requested by JAXA and upon mutual agreement JAXA and Research Organization.

The deliverables are listed below.

a) Algorithm Description

b) Program List

c) Program Code

d) Operation Description

e) Other necessary information (e.g. Program Specification)

Others

1) The final report

MMDD, YYYY,

The final report shall, as a minimum, include a) a summary, b) a list of publications, c) publications.

2) The workshop materials

Upon JAXA's request.

Attachment 2 : Work Plan

Research Theme
Name of Applicant

Year	Fy2005				Fy2006							
Month	6	9	12	3	6	9	12	3				
MileStone												
Activities												