[Day] [Month], [Year]

To the President of Osaka University:

(Applicant)

address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

company name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

company representative: seal (or signature)

# **Professional Advisory Services’ Consultation Application Form / Acceptance Letter**

Under the stated Terms and Conditions (see reverse side), I, above signed, hereby apply for a consultation concerning the following:

|  |  |
| --- | --- |
| 1 Topic |  |
| 2 Purpose and Details  | objectives:details: |
| 3 Period/times | from (mm/dd/yyyy) totimes per (year/month/week) hour(s) (per consultation) |
| 4 Location  |  |
| 5 Essential Expenses (including tax) | Direct Expenses | Indirect Expenses(10% of Direct Expenses) | Total (per year)(2,000,000 + tax yen max) |
| JPY |  JPY |  JPY |
| 6 Requested Faculty Member for Consultation(department/position/name) | If multiple faculty members are requested, please mark the group representative with an asterisk (\*). |
| 7 Contact Person(dept./name/TEL/e-mail) | dept., name:TEL:e-mail: |
| 8 Misc. |  |
| 9 Disclosure of Private Information for the Information Disclosure System | I hereby allow disclosure of the following:□Consultation topic □Applicant details (company position, etc.)□Budget details (incl. losses) □Consultation period |

Your application has been approved.

[Day] [Month], [Year]

Osaka University

[position, dept., name] [seal or signature]

Attachment

# **Terms and conditions**

1.1 Based on the request described on the application form, Osaka University (hereinafter referred to as “the University”) will give a Consultation (hereinafter referred to as “the Consultation”) to the Applicant.

2.1 Faculty member(s) of the University requested on the application form will give instruction, help and advice, etc. to the Applicant.

2.2 The Consultation is excecuted at the University, except in extraordinary circumstances where Consultations can be administered at the Applicant’s research location.

2.3 The Applicant acknowledges that the primary mission of the University is for education and for the advancement of knowledge and the University does not represent or warrant that the Consultation will be successful in any way or that any specific results will be obtained.

3.1 The Applicant shall bear Essential Expenses as described on the application form.

The Applicant shall pay the University Essential Expenses by bank transfer by the due date of the payment prescribed by the University invoice, of which will be issued periodically by the University. The Applicant shall bear all the service charges incurred for the bank remittance.

The University will excecute the budget and any and all facilities, equipment and supplies acquired using the Essential Expenses, and under this Consultation those facilities/equipment/supplies shall belong to and shall be owned by the University.

4.1 The Applicant will bare any expenses incurred for materials/equipment obtained.

If there is a problem with or if damage is incurred to/by the provided materials/equipment, the Applicant will compensate the University for damages.

5.1 Upon both party’s consent, the Applicant and the University may discontinue the Consultation or extend the Consultation period.

6.1 If the Applicant unilaterally discontinues the Consultation, any accepted Essential Expenses will not be refunded.

7.1 If the consultation is discontinued upon both party’s consent, the Applicant may provide receipts to the University for a refund of the remaining balance to be sent to the same bank account the Applicant used to apply. The University retains the right to subtract any bank transfer fees directly from the remaining balance.

8.1 If any intellectual property is created, treatment of such intellectual property shall be determined by both party’s consent.

9.1 The parties may publish the results of the Consultation only after obtaining prior written consent of the other party.

10.1 Each party should promptly return the materials/equipment provided from the other party upon termination or expiration of this Consultation.

11.1 Both parties shall treat the following information (hereinafter referred to as “Confidential Information”) as confidential and, without the prior written consent of the other party, shall not provide, disclose or divulge such information to any third party. Confidential Information includes technical or trade information provided or disclosed by the other party relevant to the Consultation in any form and marked “Confidential”. If disclosed orally or visually, the disclosing party should specify it as confidential at the time of disclosure and, thereafter, the disclosing party gives notice of such in writing within thirty (30) days after disclosure.

Notwithstanding the preceding paragraph, any information which falls within one of the following shall not be treated as Confidential Information:

(a) Information that can be proven in writing to be retained by either party when obtained from the other party;

(b) Information that had already been in the public domain when obtained from the other party, or information that has come into the public domain after being obtained from the other party due to reasons not attributable to the receiving party;

(c) Information properly obtained from a third party without violating existing confidentiality obligations;

(d) Information that had already been in the receiving party’s possession at the time the information was obtained from the other party;

(e) Information that was developed independently and not from information obtained from the other party, and which fact can be proven in writing; and

(f) Information obtained prior to the consent of the other party in writing.

11.2 Neither party shall, without the prior written consent of the other party, use the Confidential Information for any purpose other than for the Consultation and as otherwise permitted under this Consultation. If the disclosure of Confidential Information is required under the law or by court order, such Confidential Information can be disclosed only to the extent required by the law or court order. This Article 11 shall remain in effect for three (3) years after the Consultation period.

12.1 If the Applicant fails to pay necessary expenses by the specified delivery deadline and do not deliver within 30 days after the University’s written notice, the University may immediately terminate this Consultation.

13.1 The Applicant and the University are not, at present, (a) a gang (*boryokudan*), (b) a gang member, (c) a person/entity for whom five (5) years have not passed since ceasing to be a gang member, (d) an associate gang member, (e) a gang-related company/entity, (f) a corporate extortionist (*sokaiya*), (g) a rogue adopting social movements as its slogan (*shakai undo hyobo goro*), (h) a violent force with special knowledge (*tokushu chinou boryoku shudan*) (each as defined in the “Manual of Measures against Organized Crime” (*soshikihanzai taisaku youkou*) by the National Police Agency of Japan), or (i) another person or entity similar to any of the above (collectively, “Gang Members, Etc.”); nor does the Applicant:

-have contracts with or company name use with other businesses of ill-repute (anti-social)

-engage in the following or engage in the following through the use of a third party:

 (j) violent behavior or intimidation tactics with another party;

 (k) commit fraud, hinder in any way the business of another party, or cause damage to the reputation of another party.

13.2 Either party may terminate this contract at any time if it becomes clear that the other party is engaging in any of the previously mentioned items (a-k).

13.3 If damage or losses incur to either party due to terminating a contract for the reasons mentioned in Paragraph 2 of Article 13, neither party will be responsible for compensation to the other regarding that loss.

14.1 If any dispute regarding the execution or performance of, stemming from, or in relation to this Consultation arises, the parties shall make the utmost efforts to settle such disputes by amicable consultations. In case of the parties’ failure to settle their disputes arising out of or relating to this Consultation, including disputes regarding the effectiveness of this Consultation or any portion hereof, and all disputes relevant to the intellectual property rights, such dispute shall be subject to the exclusive jurisdiction of the Osaka District Court as the court of first instance.

15.1 Any matters not stipulated in this Consultation shall be resolved by consultation between the parties in good faith.

16.1 When the Applicant dispatches employee(s) in charge to the University, that(ose) individual(s) must comply with the University’s regulations.