

「第3回地球観測研究公募」研究契約約款の一部変更のお知らせ

Notice of Amendments to the Research Agreements for the 3rd Research Announcement on the Earth Observations (EO-RA3)

研究契約約款を下記の通り一部変更しましたので告知します。

This Notice of Amendments is issued to inform Research Organizations and Principal Investigators of amendments to the terms and conditions of the following research agreements.

告知日 Notified date	約款名 Amended Research Agreement	変更箇所 Amended Articles		変更適用 開始日 Effective date
		変更前 Original	変更後 Amended	
2022 年 4 月 4 日	第 3 回地球観測研究公募 共同研究契約約款 (有償)	<p>(地球観測衛星データの提供及び権利)</p> <p><b>第 13 条第 3 項</b></p> <p>(4) <b>前号</b>に定める場合を除き、地球観測衛星データを改変し生成されたデータについて、JAXA は知的財産権その他一切の権利を有する。</p> <p>(研究成果の利用)</p> <p><b>第 16 条</b> JAXA 及び RO は、本共同研究の実施により得られた研究成果を、自己の研究開発の目的で(自己の目的で第三者(共同研究の相手方を含む。)に利用させる場合を含む。)、非営利かつ平和の目的に限り、事前に <b>RO</b> の承諾を得ることなく無償で利用することができる。</p>	<p>(地球観測衛星データの提供及び権利)</p> <p><b>第 13 条第 3 項</b></p> <p>(4) <b>前二号</b>に定める場合を除き、地球観測衛星データを改変し生成されたデータについて、JAXA は知的財産権その他一切の権利を有する。</p> <p>(研究成果の利用)</p> <p><b>第 16 条</b> JAXA 及び RO は、本共同研究の実施により得られた研究成果を、自己の研究開発の目的で(自己の目的で第三者(共同研究の相手方を含む。)に利用させる場合を含む。)、非営利かつ平和の目的に限り、事前に<b>相手方</b>の承諾を得ることなく無償で利用することができる。</p>	2022 年 4 月 4 日
2022 年 4 月 4 日	第 3 回地球観測研究公募 共同研究契約約款 (無償)	<p>(地球観測衛星データの提供及び権利)</p> <p><b>第 7 条第 3 項</b></p> <p>(4) <b>前号</b>に定める場合を除き、地球観測衛星データを改変し生成されたデータについて、JAXA は知的財産権その他一切の権利を有する。</p>	<p>(地球観測衛星データの提供及び権利)</p> <p><b>第 7 条第 3 項</b></p> <p>(4) <b>前二号</b>に定める場合を除き、地球観測衛星データを改変し生成されたデータについて、JAXA は知的財産権その他一切の権利を有する。</p>	2022 年 4 月 4 日
April 4, 2022	3rd RESEARCH ANNOUNCEMENT ON THE	<p><b>Article 1. Definitions</b></p> <p>1. The following capitalized terms in this Agreement shall have the following meanings:</p>	<p><b>Article 1. Definitions</b></p> <p>1. The following capitalized terms in this Agreement shall have the following meanings:</p>	April 4, 2022

<p>EARTH OBSERVATIONS COLLABORATIVE RESEARCH AGREEMENT (FUNDED) BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p>		<p>(1) "Research Results" means the technical results and scientific knowledge derived from the implementation of the <b>Research Project</b> pursuant to this Agreement, including all inventions, ideas, designs, literary works, algorithms (including Technological development accompanied by Program/Data to embody such algorithms), and know-how.</p> <p><b>Article 4. Collaborative Researchers</b> 4. If the RO intends to <b>add new CIs</b> let researchers other than the CIs described in the Collaborative Research Plan participate in this collaborative research as CIs, the RO shall obtain prior written consent from JAXA, and the RO shall undertake necessary measures to ensure that such personnel comply with the contents of the Agreement.</p> <p><b>Article 13. Providing of Earth Observation Satellite Data by JAXA and its Conditions</b> 2. With respect to the handling of the Earth Observation Satellite Data provided by JAXA, the RO shall follow the conditions below: (1) The RO may not duplicate the Earth Observation Satellite Data for any purpose other than creating a backup. However, this excludes the duplication of the data for the purpose of providing the data to Collaborative Researchers stipulated in Article 4 and the subcontractors stipulated in Article 5 (hereinafter collectively "PIs etc."), which are necessary for the implementation of the <b>Collaborative Research Project</b>;</p> <p><b>Article 17. Ownership of Research Results</b> 2. The Parties shall jointly own the rights to the Research Results <b>obtained</b> through the course of the collaborative research, and the portion of the ownership of such results shall be determined</p>	<p>(1) "Research Results" means the technical results and scientific knowledge derived from the implementation of the <b>"Research Project" (research activities based on the proposal)</b> pursuant to this Agreement, including all inventions, ideas, designs, literary works, algorithms (including Technological development accompanied by Program/Data to embody such algorithms), and know-how.</p> <p><b>Article 4. Collaborative Researchers</b> 4. If the RO intends to let researchers other than the CIs described in the Collaborative Research Plan participate in this collaborative research as CIs, the RO shall obtain prior written consent from JAXA, and the RO shall undertake necessary measures to ensure that such personnel comply with the contents of the Agreement.</p> <p><b>Article 13. Providing of Earth Observation Satellite Data by JAXA and its Conditions</b> 2. With respect to the handling of the Earth Observation Satellite Data provided by JAXA, the RO shall follow the conditions below: (1) The RO may not duplicate the Earth Observation Satellite Data for any purpose other than creating a backup. However, this excludes the duplication of the data for the purpose of providing the data to Collaborative Researchers stipulated in Article 4 and the subcontractors stipulated in Article 5 (hereinafter collectively "PIs etc."), which are necessary for the implementation of the <b>Research Project</b>;</p> <p><b>Article 17. Ownership of Research Results</b> 2. The Parties shall jointly own the rights to the Research Results <b>jointly generated by the Parties</b> through the course of the collaborative research, and the portion of the ownership of such results</p>	
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		<p>upon mutual agreement between the Parties in consideration of the degrees of each party's contribution and other factors to be considered.</p> <p><b>Article 20. Utilization of Jointly-Owned Intellectual Property Rights</b> In case either of the Parties utilizes the Jointly-Owned Intellectual Property Rights, such party shall obtain the consent of the other party in advance and pay utilization fee as set forth in a separate utilization agreement, except for the case stipulated in Article 15.</p>	<p>shall be determined upon mutual agreement between the Parties in consideration of the degrees of each party's contribution and other factors to be considered.</p> <p><b>Article 20. Utilization of Jointly-Owned Intellectual Property Rights</b> In case either of the Parties utilizes the Jointly-Owned Intellectual Property Rights, such party shall obtain the consent of the other party in advance and pay utilization fee as set forth in a separate utilization agreement, except for the case stipulated in Article 16.</p>	
April 4, 2022	3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COLLABORATIVE RESEARCH AGREEMENT (NON-FUNDED) BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION	<p><b>Article 1. Definitions</b> 1. The following capitalized terms in this Agreement shall have the following meanings: (1) "Research Results" means the technical results and scientific knowledge derived from the implementation of the Research Project pursuant to this Agreement, including all inventions, ideas, designs, literary works, algorithms (including Technological development accompanied by Program/Data to embody such algorithms), and know-how.</p> <p><b>Article 4. Collaborative Researchers</b> 4. If the RO intends to add new CIs let researchers other than the CIs described in the Collaborative Research Plan participate in this collaborative research as CIs, the RO shall obtain prior written consent from JAXA, and the RO shall undertake necessary measures to ensure that such personnel comply with the contents of the Agreement.</p> <p><b>Article 7. Providing of Earth Observation Satellite Data by JAXA and its Conditions</b> 2. With respect to the handling of the Earth</p>	<p><b>Article 1. Definitions</b> 1. The following capitalized terms in this Agreement shall have the following meanings: (1) "Research Results" means the technical results and scientific knowledge derived from the implementation of the "Research Project" (research activities based on the proposal) pursuant to this Agreement, including all inventions, ideas, designs, literary works, algorithms (including Technological development accompanied by Program/Data to embody such algorithms), and know-how.</p> <p><b>Article 4. Collaborative Researchers</b> 4. If the RO intends to let researchers other than the CIs described in the Collaborative Research Plan participate in this collaborative research as CIs, the RO shall obtain prior written consent from JAXA, and the RO shall undertake necessary measures to ensure that such personnel comply with the contents of the Agreement.</p> <p><b>Article 7. Providing of Earth Observation Satellite Data by JAXA and its Conditions</b> 2. With respect to the handling of the Earth</p>	April 4, 2022

		<p>Observation Satellite Data provided by JAXA, the RO shall follow the conditions below:</p> <p>(1) The RO may not duplicate the Earth Observation Satellite Data for any purpose other than creating a backup. However, this excludes the duplication of the data for the purpose of providing the data to the Collaborative Researchers engaged in the Research Project as stipulated in Article 4 and subcontractors stipulated in Article 4 ("Collaborative Researchers" collectively) which are necessary for the implementation of the Collaborative Research Project;</p> <p><b>Article 11. Ownership of Research Results</b></p> <p>2. The Parties shall jointly own the rights to the Research Results obtained through the course of the collaborative research, and the portion of the ownership of such results shall be determined upon mutual agreement between the Parties in consideration of the degrees of each party's contribution and other factors to be considered.</p>	<p>Observation Satellite Data provided by JAXA, the RO shall follow the conditions below:</p> <p>(1) The RO may not duplicate the Earth Observation Satellite Data for any purpose other than creating a backup. However, this excludes the duplication of the data for the purpose of providing the data to the Collaborative Researchers engaged in the Research Project as stipulated in Article 4 which are necessary for the implementation of the Research Project;</p> <p><b>Article 11. Ownership of Research Results</b></p> <p>2. The Parties shall jointly own the rights to the Research Results jointly generated by the Parties through the course of the collaborative research, and the portion of the ownership of such results shall be determined upon mutual agreement between the Parties in consideration of the degrees of each party's contribution and other factors to be considered.</p>	
2022 年 6 月 10 日	<p>第 3 回地球観測研究公募 委託研究契約約款</p> <p>第 3 回地球観測研究公募 共同研究契約約款 (有償)</p> <p>第 3 回地球観測研究公募 共同研究契約約款 (無償)</p>	<p>(定義) 第 1 条</p> <p>(2) 本契約において契約の実施において得られた「知的財産権」とは、次の各号に掲げるものをいう。</p> <p>1) 特許権、実用新案権及び意匠権（以下、「産業財産権」と総称する。）</p> <p>2) 特許を受ける権利、実用新案登録を受ける権利、及び意匠登録を受ける権利</p> <p>3) 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。）に係る著作権（以下、「プログラム等の著作権」という。）</p>	<p>(定義) 第 1 条</p> <p>(2) 本契約において契約の実施において得られた「知的財産権」とは、次の各号に掲げるものをいう。</p> <p>1) 特許権、実用新案権及び意匠権（以下、「産業財産権」と総称する。）</p> <p>2) 特許を受ける権利、実用新案登録を受ける権利、及び意匠登録を受ける権利</p> <p>3) 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。）に係る著作権（以下、「プログラム等の著作権」という。）</p> <p>4) 外国における上記各権利に相当する権利</p> <p>5) 文書等客観的に特定可能であり秘匿することが可能な技術情報であつて、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</p>	2022 年 6 月 10 日

			(本契約において、「ノウハウ」という。以下同じ。)を利用する権利	
June 10, 2022	<p>3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COMMISSIONED RESEARCH AGREEMENT BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p> <p>3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COLLABORATIVE RESEARCH AGREEMENT <b>(FUNDED)</b> BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p> <p>3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COLLABORATIVE RESEARCH AGREEMENT <b>(NON-FUNDED)</b> BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p>	<p><b>Article 1. Definitions</b></p> <p>1. The following capitalized terms in this Agreement shall have the following meanings.</p> <p>(2) "Intellectual Property Rights" generated in the course of implementation of this Agreement means the following:</p> <p>(i) Industrial Property Rights (as defined below);</p> <p>(ii) Potential Industrial Property Rights (as defined below); and</p> <p>(iii) computer programs, software, and databases (hereinafter "Program/Data") Copyrights (as defined below).</p> <p>"Industrial Property Rights" means all domestic and foreign patents, utility models, and industrial designs.</p> <p>"Potential Industrial Property Rights" means all domestic and foreign application rights for patents, utility models, or industrial designs.</p> <p>"Program/Data Copyrights" means all domestic and foreign copyrights related to Program/Data.</p>	<p><b>Article 1. Definitions</b></p> <p>1. The following capitalized terms in this Agreement shall have the following meanings.</p> <p>(2) "Intellectual Property Rights" generated in the course of implementation of this Agreement means the following:</p> <p>(i) Industrial Property Rights (as defined below);</p> <p>(ii) Potential Industrial Property Rights (as defined below);</p> <p>(iii) computer programs, software, and databases (hereinafter "Program/Data") Copyrights (as defined below);</p> <p>(iv) Rights equivalent to each of the above rights in foreign countries; and</p> <p>(v) Rights to use technical information specified by mutual consultation between both Parties that are objectively identifiable, such as documents, can be kept confidential, and are of proprietary value (referred to as "Know-How" in this Agreement).</p> <p>"Industrial Property Rights" means all domestic and foreign patents, utility models, and industrial designs.</p> <p>"Potential Industrial Property Rights" means all domestic and foreign application rights for patents, utility models, or industrial designs.</p> <p>"Program/Data Copyrights" means all domestic and foreign copyrights related to Program/Data.</p>	June 10, 2022