

「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) 第13条第3項</p> <p>(4) 前号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) 第16条 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RO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) 第13条第3項</p> <p>(4) 前二号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) 第16条 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、事前に相手方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) 第7条第3項</p> <p>(4) 前号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) 第7条第3項</p> <p>(4) 前二号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>Article 1. Definitions 1. The following capitalized terms in this Agreement shall have the following meanings:</p>	<p>Article 1. Definitions 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 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>Article 4. Collaborative Researchers 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>Article 13. Providing of Earth Observation Satellite Data by JAXA and its Conditions 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 Collaborative Research Project;</p> <p>Article 17. Ownership of Research Results 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</p>	<p>(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>Article 4. Collaborative Researchers 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>Article 13. Providing of Earth Observation Satellite Data by JAXA and its Conditions 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 Research Project;</p> <p>Article 17. Ownership of Research Results 2. The Parties shall jointly own the rights to the Research Results jointly generated by the Parties through the course of the collaborative research,</p>	
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		<p>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>Article 20. Utilization of Jointly-Owned Intellectual Property Rights 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>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>Article 20. Utilization of Jointly-Owned Intellectual Property Rights 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>Article 1. Definitions 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>Article 4. Collaborative Researchers 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>Article 7. Providing of Earth Observation Satellite Data by JAXA and its Conditions</p>	<p>Article 1. Definitions 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>Article 4. Collaborative Researchers 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>Article 7. Providing of Earth Observation Satellite Data by JAXA and its Conditions</p>	April 4, 2022

		<p>2. With respect to the handling of the Earth 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>Article 11. Ownership of Research Results</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>2. With respect to the handling of the Earth 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>Article 11. Ownership of Research Results</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XX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</p>	2022年 6月XX日

			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（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 XX, 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 (FUNDED) BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p> <p>3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COLLABORATIVE RESEARCH AGREEMENT (NON-FUNDED) BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION</p>	<p>Article 1. Definitions</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>Article 1. Definitions</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 XX, 2022

<p>2022年 10月20日</p>	<p>第3回地球観測研究公募委託研究契約約款</p>	<p>(なし)</p>	<p>(知的財産権の帰属の例外) 第22条の2 第19条から前条までの規定にかかわらず、研究の委託に係る本契約の締結時または本契約の実施により知的財産権が得られた時、又はプログラム等の著作物にあってはその完成の時に、ROが次の各号のすべてを遵守することを書面でJAXAに届け出た場合は、JAXAは本契約の実施により得られた知的財産権をROから譲り受けないものとする。</p> <p>(1) 本契約の実施により知的財産権の対象となる発明等が得られた場合には、遅滞なく、その旨をJAXAに報告すること。ただし、本契約の実施により得られたプログラム等の著作権については、その完成時に報告すること。</p> <p>(2) 当該知的財産権の利用状況について、JAXAの定めるところにより報告すること。</p> <p>(3) 当該知的財産権のうちJAXAが特に指定するものについて第三者に譲渡しようとする場合には、あらかじめJAXAの許諾を得るものとする。</p> <p>(4) JAXAに対し、JAXAの研究開発目的で当該知的財産権を利用する権利を無償でJAXAに許諾すること。なお、本号に定める条件は、当該知的財産権の利用を第三者に許諾することは含まれないものとする。</p> <p>(5) 当該知的財産権を相当期間活用していないと認められ、かつ、当該知的財産権を相当期間活用しないことについて正当な理由が認められない場合において、JAXAが国の要請に応じて、当該知的財産権の活用を促進するために特に必要があるとして、その理由を明らかにして求めるときは、当該知的財産権を利用する権利を第三者に許諾すること。</p> <p>2 ROは、前項の適用によりROに帰属した知的財産権に係る出願又は申請（以下「出願等」という。）を行ったとき及び当該出願等に関して設定の登録を受けたときは、当該出願等の日又は登録の日から60日以内に、別途定める様式によりその旨JAXAに報</p>	<p>2022年 11月1日</p>
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			<p>告しなければならない。</p> <p>3 RO は、前項に係る国内の特許出願、実用新案登録出願又は意匠登録出願を行う場合は、特許法施行規則第 23 条第 6 項及び同規則様式 26 備考 24 等を参考にして、当該出願書類に国の委託に係る業務の成果に係る出願である旨を記載しなければならない。</p>	
October 20, 2022	3rd RESEARCH ANNOUNCEMENT ON THE EARTH OBSERVATIONS COMMISSIONED RESEARCH AGREEMENT BETWEEN THE JAPAN AEROSPACE EXPLORATION AGENCY AND THE RESEARCH ORGANIZATION	(none)	<p>Article 22.2. Exception for the Ownership of Intellectual Property Rights</p> <p>1. In the event that the RO acquired Intellectual Property Rights through the implementation of this Agreement, or creates Program/Data Copyrights, such rights shall not be transferred to JAXA if the RO sends a document to JAXA to the effect that the RO complies all the conditions below despite the specification stipulated from Article 19 to the previous Article.</p> <p>(1) In the event that the RO acquired Invention etc. that may potentially constitute the Intellectual Property Rights or created Program/Data Copyrights in the course of the Research Project, the RO shall report the existence in writing to JAXA without delay.</p> <p>(2) The RO shall report JAXA the situation of utilization of such Intellectual Property Rights in the way determined by JAXA.</p> <p>(3) The RO shall obtain prior consent of JAXA in case of transferring such Intellectual Property Rights specified by JAXA to a third party.</p> <p>(4) The RO shall grant JAXA the royalty-free right to use such Intellectual Property Rights for the purposes of its own research and development. Such Intellectual Property Rights do not include the right of JAXA to grant a third party the right to use such Intellectual Property Rights.</p> <p>(5) In the event that the RO did not utilize such Intellectual Property Rights for a considerable period and did not have a duly reason for such</p>	November 1, 2022

			<p>situation, the RO shall grant a third party the right to use such Intellectual Property Rights if there is a necessity for JAXA to promote utilization of such specific Intellectual Property Rights by the demand of the Japanese government.</p> <p>2. In the event that the RO applied or requested (hereinafter “application”) for the Intellectual Property Rights or registered the establishment for such application, the RO shall report JAXA within sixty (60) days from the day of application or registration in a form determined separately.</p>	
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