

[WARNING - This sample agreement is only one possible example and is for reference purposes only. It may not meet the needs of specific transactions, and no recommendation is made as to the content of any of the clauses contained herein. Please consider the content of the individual clauses contained herein by also referring to the content of the main text of the Report. You should consult a qualified attorney for your specific needs. Neither the Japan External Trade Organization (JETRO) nor the parties involved in the preparation of this sample agreement assume any responsibility or liability for any use hereof.]

JOINT RESEARCH AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is executed in (*place*) and effective this ___ day of _____, by and between _____ (hereinafter "Sponsor"), and the [INSTITUTION] (hereinafter "Institution")

WHEREAS, the research program contemplated by this Agreement is for [*state objectives here*];

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1.1 "Contract Period" is from _____, to _____.
- 1.2 "Institution Intellectual Property" shall mean collectively all inventions, improvements and discoveries created or made by one or more employees of Institution prior to the Contract Period.
- 1.3 "Joint Intellectual Property" shall mean all inventions, improvements and discoveries which are made jointly by one or more employees of Sponsor and one or more employees of Institution in carrying out the Project during the Contract Period; and unless proven otherwise, all inventions, improvements or discoveries created or made during Contract Period in carrying out the Project shall be deemed to be Joint Intellectual Property.
- 1.4 "Project" shall mean the research project described in the attached schedule entitled _____.

ARTICLE 2 - RESEARCH WORK

Institution and Sponsor shall use their reasonable endeavors to perform the Project in accordance with the terms and conditions of this Agreement.

ARTICLE 3 - REPORTS

- 3.1 Institution shall provide to Sponsor written program reports periodically and a final report not later than two months from the end of the Contract Period.
- 3.2 Both parties shall use their best endeavors to resolve any difference that may arise in relation to the Project.

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

- 4.1 Sponsor shall pay, within thirty days of receipt of monthly invoices, actual charges incurred by the Institution but, subject to the applicable legislation, Sponsor's total liability for Project costs (including Institution's actual charges) shall not exceed Vietnam Dong [amount].
- 4.2 Institution shall be deemed owner of any equipment or goods purchased with money provided by Sponsor under this Agreement.
- 4.3 In the event of early termination of the Project by Sponsor pursuant to this Agreement, Sponsor shall pay all costs incurred by Institution as of the date of termination, subject to the maximum amount under Clause 4.1 above.

ARTICLE 5 - PUBLICITY

Neither party shall make any public announcement or statement relating to the Project without the written approval of the other party.

ARTICLE 6 - INTELLECTUAL PROPERTY

- 6.1 All rights and title to Institution Intellectual Property used for the Project shall belong to the Institution and shall be subject to the terms and conditions of this Agreement.
- 6.2 All rights and title to inventions, improvements and discoveries, whether or not patentable or copyrightable, created during the Contract Period in carrying out the Project shall be jointly owned by Sponsor and Institution, and referred to as Joint Intellectual Property.
- 6.3 Sponsor shall pay all costs incurred in connection with the preparation, filing, prosecution, and maintenance of patent applications covering Joint Intellectual Property. Institution agrees to appoint Sponsor as its attorney to file such patent application and to execute all necessary documents and do all necessary actions towards filing such patent application.
- 6.4 Institution shall be responsible for, and liable to each employee-inventor regarding, its employee inventor's reward relating to the benefits of any Joint Intellectual Property. Institution shall indemnify Sponsor for any such claim by any of Institution's employees.

ARTICLE 7 - GRANT OF RIGHTS

- 7.1 Institution hereby grants Sponsor a royalty-free, perpetual, non-exclusive license to use Institution Intellectual Property in order for Sponsor to be able to commercially exploit the Project and does all things required to grant the license to Sponsor.
- 7.2 With respect to any patent granted in respect of any Joint Intellectual Property, Institution shall consult and seek Sponsor's consent, which consent shall not be unreasonably withheld, before granting any license over the Joint Intellectual Property.
- 7.3 Sponsor may commercially exploit Joint Intellectual Property solely or together with any third party or grant license to any third party. Institution shall execute any documents and do all things required for Sponsor to do so.

ARTICLE 8 - TERM AND TERMINATION

- 8.1 This Agreement is effective on the date of this Agreement and continues to be effective until [*insert expiry date*], unless earlier terminated.
- 8.2 Either party may terminate this Agreement upon [] days' prior written notice to the other.
- 8.3 If a party commits any breach of or default in any of the terms or conditions of this Agreement and fails to remedy such default or breach within [] days after receipt of a written notice thereof from the other party, the other party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending a written notice of termination to the party in breach or default.
- 8.4 No termination of this Agreement, however effected, shall discharge the parties from their rights and obligations accrued prior to such termination or expiration of this Agreement.

ARTICLE 9 - INDEPENDENT CONTRACTOR

- 9.1 Institution shall be deemed to be and shall be an independent contractor and as such Institution shall not be entitled to any benefits applicable to employees of Sponsor.
- 9.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other bind that party into any contract, warranty, commitment or obligation.

ARTICLE 10 - GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. This Agreement shall be governed and construed in accordance with the laws of Vietnam.
- 10.2. In relation to any Dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its interpretation, existence, validity, or termination (*a Dispute*), the Parties shall in the first instance apply their reasonable commercial endeavours to resolve that Dispute by negotiation in good faith within ten (10) Business Days of the Dispute first being notified in writing by one Party to the other Party.
- 10.3. Any dispute which the Parties fail to resolve by negotiation shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause.
- 10.4. The seat of the arbitration shall be [].
- 10.5. The arbitration tribunal shall consist of one arbitrator, to be appointed in accordance with the SIAC Rules of Arbitration.
- 10.6. The language of the arbitration shall be English.
- 10.7. Nothing in this Agreement will prevent any Party from seeking provisional measures from any

court of competent jurisdiction and any such request shall not be deemed incompatible with the Agreement to arbitrate or a waiver of the right to arbitrate.

ARTICLE 11 – ASSIGNMENT

No party may assign this Agreement without the prior written consent of the other party.

ARTICLE 12 – CONFIDENTIALITY

12.1 Institution agrees to use the proprietary information and data acquired from Sponsor and identified as such at the time of disclosure ("Confidential Information") only to perform its services under this Agreement and not to disclose to any third party any such Confidential Information during and for a period of five (5) years from the date of disclosure. Confidential Information shall be disclosed in writing or reduced to writing within ten (10) days of disclosure to Institution.

12.2 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of Institution prior to disclosure to it; (2) is independently developed by Institution; (3) becomes publicly available other than through breach of this provision; (4) is received by Institution from a third party with authorization to make such disclosure; (5) is released with Sponsor's written consent; or (6) is required to be released by law or court order.

ARTICLE 13 – NOTICES

Notices hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the recipient party at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor: _____
Attn: _____

If to Institution: _____
Attn: _____

ARTICLE 14 - LANGUAGE

This Agreement is prepared in the Japanese and English languages. If there is any discrepancy between the two versions, the Japanese language version shall prevail. The parties agree that any Vietnamese translation of this Agreement shall comply with this Article.

AGREED:

INSTITUTION

By _____

Typed Name _____

Title _____

SPONSOR

By _____

Typed Name _____

Title _____