

(様式3)

## 委託契約書 (サンプル)

Japan Foundation for AIDS Prevention

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### AUTHORIZATION

Japan Foundation for AIDS Prevention (herein referred to as "JFAP")

authorizes 委託先研究機関の名称(以下「委託先」)

to implement the study, 委託課題名

;

For the execution of this study, JFAP agrees to pay 委託先 a total of 委託額 YEN which is payable as a down payment prior to the end of March 何年.

This Letter of Authorization is valid only with the attached protocols and is in accordance with the general agreement signed between 委託先 and JFAP.

委託先

JFAP

By:

By:

Signature: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

## AGREEMENT OF THE TERM AND CONDITIONS

1. **SCOPE OF AGREEMENT.** Except as otherwise expressly stated by \_\_\_\_\_  
委託先研究機関(以下「委託先」) \_\_\_\_\_ ,  
these terms and conditions apply to each individual purchase by 委託先 \_\_\_\_\_ .  
In each instance that Japan Foundation for AIDS Prevention (1-3-12 Misakicho, Chiyoda-ku, Tokyo 101-0061, Japan) (“SPONSOR”) desires 委託先 \_\_\_\_\_ to perform services, SPONSOR shall provide 委託先 \_\_\_\_\_ with a letter of authorization (“Authorization Letter”) including a test protocol (“Protocol”) authorizing 委託先 \_\_\_\_\_ to conduct said service (the “Study”) in accordance with these terms and conditions contained in the Authorization Letter and protocol. 委託先 \_\_\_\_\_ , in its sole discretion and without incurring any liability or responsibility to SPONSOR, shall have the right to either agree or not agree to perform any Study, that is, to accept or reject the Authorization Letter and Protocol for that particular Study. Upon acceptance by 委託先 \_\_\_\_\_ of the Authorization Letter and Protocol, said accepted Authorization Letter and Protocol and the term and conditions will constitute the agreement (the “Agreement”) between 委託先 \_\_\_\_\_ and SPONSOR with regard to the subject matter set forth in the Authorization Letter and related Protocol. 委託先 \_\_\_\_\_ shall conduct the particular Study in accordance with this Agreement.
2. **TERM.** The term of this Agreement shall be for period of 何ヵ月 \_\_\_\_\_ from the 1<sup>st</sup> day of 何月 \_\_\_\_\_ 何年 \_\_\_\_\_ notwithstanding the term of any study commenced during the said 何 \_\_\_\_\_ month term that shall be established in the associated Authorization Letter and/or Protocol.
3. **COMPENSATION.** The study and compensation therefore shall be as specified in the corresponding Authorization Letter and Protocol.
4. **LIMITED WARRANTY.** 委託先 \_\_\_\_\_ warrants that the Study and all other services supplied hereunder will, when supplied, be free from defects in performance and that his personnel involved with the study shall be properly qualified and trained to perform the tasks to which they are assigned. 委託先 \_\_\_\_\_ makes no other warranty or representation (except as expressly set forth herein), either express or implied and specifically no demand of compensation for damages caused by this Study.

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5. LIMITATION OF LIABILITY. 委託先's sole liability and SPONSOR's exclusive remedy for breach of the warranties contained in Section 4 shall be limited, at SPONSOR's option, to re-performance of the defective Study at no additional cost to the SPONSOR or refunding the compensation paid for the defective Study. In the event 委託先 fails to furnish any Study or other services required to be furnished hereunder, its exclusive liability and SPONSOR's exclusive remedy shall be the release of SPONSOR from its obligation to pay the compensation. In no event shall 委託先 be liable for special, incidental or consequential damages or lost revenues.
6. VISITATIONS BY SPONSOR. SPONSOR's representatives shall have the right at reasonable times to visit any of 委託先's laboratory facilities where 委託先 is conducting all or any part of Study hereunder, and during such visits to inspect the work being done and materials being used for each Study, SPONSOR may be denied access to sections of such laboratory facilities which are not being utilized for a study. In the event of security requirements and conflict with a proposed visit of SPONSOR's representatives, a compatible visitation schedule will be negotiated between SPONSOR and 委託先.
7. TERMINATION OF THE AGREEMENT. Either party shall have the right to terminate this Agreement upon thirty (30) day's written notice to the other party. Such termination will not affect any ongoing study(s). Notwithstanding the termination or expiration of this Agreement pursuant to the preceding paragraph, 委託先 shall complete according to the terms and conditions of this Agreement every uncompleted Study hereunder which is not terminated by SPONSOR.
8. PROPERTY RIGHTS. Title to materials purchased from a vendor (to include but not limited to laboratory equipments and supplies) shall pass to and best in 委託先 upon the vendor's delivery of materials. Title to all other materials shall pass and vest in 委託先 upon issuance of the materials for use in contract performance or commencement of processing of the materials for use in contract performance.

9. INVENTIONS, DISCOVERIES AND IMPROVEMENTS. All inventions, discoveries and improvements, patentable and unpatentable, made or conceived by 委託先, arising out of information gained or services performed under this Agreement, including any associated Protocol(s), and all domestic and foreign patent right and copyrights thereon, relating to Data and/or Materials, but excluding testing methodology, shall belong to 委託先, and 委託先 shall cooperate with SPONSOR to enable 委託先 to perfect said patent right and copyrights, including signing any proper affidavits, patent applications, assignments and the like. In providing such cooperation, SPONSOR shall not be responsible for preparing or prosecuting patent applications preparing affidavits or assignments relating to patent prosecution, or for costs of obtaining patent protection, but will be available for consultation on technical points that may be involved.

In witness whereof, the parties hereto have caused this Agreement to be signed as of the  
何日 of 何月, 何年.

委託先研究機関の名称

By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

JAPAN FOUNDATION FOR AIDS PREVENTION

By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# PROTOCOL

委託課題名

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Study Facility:

Study Director:

Research

Associate:

Sponsor:

Japan Foundation for AIDS Prevention  
1-3-12 Misakicho  
Chiyoda-ku  
Tokyo 101-0061, Japan

Sponsor's  
Representative

Issue Date:

1. OBJECTIVE:

2. STUDY DESIGN:

3. TECHNICAL PROCEDURES:

4. REPORT:

The Final Report on \_\_\_\_\_ 委託課題名 \_\_\_\_\_ should be submitted to the sponsor through the associate (researcher) by the end of March \_\_\_\_\_ 何年 \_\_\_\_\_ .  
(Arrival basis)

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## ACCEPTANCE OF PROTOCOL

委託課題名 \_\_\_\_\_

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Study Facility:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Research

Associate:

Signature: \_\_\_\_\_

委託申込者氏名 \_\_\_\_\_

所属機関 \_\_\_\_\_

Date: \_\_\_\_\_

Sponsor:

Japan Foundation for AIDS Prevention

1-3-12 Misakicho

Chiyoda-ku

Tokyo 101-0061, Japan

Signature: \_\_\_\_\_

Date: \_\_\_\_\_