

サンプル

Rights Assignment Letter (Share of Rights Confirmation Form)

To: National University Corporation Tokai National Higher Education and Research System

Name:

Signature (handwritten):

Date of Signature (handwritten): _____ (MM DD YYYY)

I hereby agree to the following conditions regarding the intellectual property named below.

Case Receipt No.:

Date of Completion of the Invention:

Date of Decision:

Name of Intellectual Property (at the time of notification):

Contribution Rate (Share of Rights): A: □%, B: □%

- I am the true creator of the above intellectual property created in the course of my research, etc. at the Tokai National Higher Education and Research System (hereinafter referred to as “THERS”).
- I agree to the contribution rate (share of rights).
- Excluding the rights already vested in THERS, I agree to assign all rights (including the rights provided for in Articles 27 and 28 of the Copyright Act; hereinafter the same applies), including the right to obtain intellectual property rights, to THERS on the succession date of the intellectual property (Note 1), in accordance with the Rules and the Detailed Rules of THERS (hereinafter referred to as the “Rules, etc.”).
- If there is a joint creator, the joint creator assigns all rights, including the right to obtain intellectual property rights, to THERS, the organization to which the joint creator belongs, or another third party pursuant to a contract.
- The intellectual property will be handled in accordance with THERS Rules, etc. (If there are any revisions to the Rules, etc., it will be handled in accordance with the revised Rules, etc.)
- I will not exercise my moral rights against THERS, any third party who has been granted a copyright license by THERS, or any third party who has succeeded to a copyright from THERS.
- Even if I leave THERS, when THERS or any third party who has succeeded to intellectual property rights from THERS files an application to obtain intellectual property rights, I will cooperate with them by submitting any documentation or taking any other action required for the relevant procedures.

- Derivative rights, such as rights related to domestic and foreign applications claiming priority and rights related to divisional applications, will be handled in accordance with this Rights Assignment Letter unless a separate Rights Assignment Letter is submitted.
- I will comply with any confidentiality and other obligations under the Rules, etc. or contracts concluded by THERS.
- Income obtained by the licensing or disposition of intellectual property rights will be allocated in accordance with the Rules, etc. (If there are any revisions to the Rules, etc., the income will be allocated in accordance with the revised Rules, etc.)

Note 1. 'Succession date' means the earliest of the following dates: the date on which the succession of the relevant intellectual property is determined; the day immediately preceding the date of publication if the relevant intellectual property has been published; or the day immediately preceding the filing date of an application relating to the relevant intellectual property.