

MEMORANDUM OF UNDERSTANDING  
between  
JAPAN AEROSPACE EXPLORATION AGENCY (JAXA),  
and  
[NAME OF THE UNIVERSITY AND ITS FACULTY/SCHOOL]  
concerning  
THE TERMS AND CONDITIONS OF THE INTERNSHIP

The Japan Aerospace Exploration Agency (hereinafter referred to as “JAXA”) and [INSERT THE NAME OF THE UNIVERSITY] (hereinafter referred to as “XXX”) concerning the terms and conditions of the internship of a student of “XXX” at JAXA hereby agree as follows:

Article 1 – Purpose

The internship will be awarded to the student, based on JAXA’s understanding and cooperation with “XXX”, to stimulate his/her consciousness of his/her occupation and to enhance his/her professional potential by providing him/her with opportunities to receive general and specialized practical training relevant to his/her principal subject of study at “XXX” and to his/her career in the future.

Article 2 – Acceptance of the internship

1. JAXA will, in response to the request by “XXX”, accept the student of “XXX” as an intern (hereinafter “Intern”) as defined in Article 2 of the Regulation Concerning the Acceptance of Internship (Regulation 17-38) of JAXA<sup>1</sup> and will provide the Intern with an opportunity to experience the work relevant to the theme(s) to be pursued during the internship provided for in Paragraph 2 of Article 2 hereof.
2. The school OR faculty, department, name, period of the internship, modality of work of the Intern, and the theme to be pursued by the Intern during the period of the internship are as follows:

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<sup>1</sup> “Regulation concerning the acceptance of interns” (JAXA Regulation 17-38), Article 2 “Intern”: “‘Intern’ referred to in the present regulation means a student who is currently enrolled in a degree program in a college, university or graduate school (hereinafter ‘schools of higher education’) at the time of application and during the internship and who wishes to gain, through the internship, work experience in the areas relevant to his or her principal subject of study or to his or her career in the future.”

- (1) School OR Faculty, department:
- (2) Name:
- (3) Period of internship:
- (4) Modality of work (i.e. frequency of reporting to work):
- (5) Principal place of internship:
- (6) Selected theme:
- (7) JAXA Director in charge:
- (8) JAXA Supervisor:

### Article 3 – Compliance with Rules and Regulations

During the period of the internship, the Intern shall comply with all the rules and regulations of JAXA regarding the activities undertaken by the Intern and shall follow the instructions given by the JAXA Director in charge and the JAXA Supervisor.

### Article 4 – Costs and Expenses

1. All the costs and expenses (including expenses relating to travel, living and meals), associated with the internship shall be borne by the Intern.
2. JAXA will not pay salary or other means of remuneration to the Intern.

### Article 5 – Intellectual Property and Publication

1. In the event that the Intern conducts original work on programming or mask works or makes an invention during the period of the internship, “XXX” shall immediately inform JAXA. The handling of the invention or original work shall be decided by JAXA and “XXX” through consultations with each other.
2. “XXX” shall undertake necessary measures with the Intern to ensure the compliance with Paragraph 1 of Article 5 hereof.
3. “XXX” shall undertake necessary measures to enable JAXA to exercise its rights comprised in copyright (as defined in Articles 21 through 28 of Copyright Law of Japan, Law No. 48 of 1970) free of charge concerning the works, including reports, produced by the Intern.
4. “XXX” shall undertake necessary measures to ensure that the Intern shall obtain written permission by JAXA prior to publishing, disclosing or reporting on the results of the Intern’s work, including the report(s) that the Intern has prepared, or any information obtained during the internship.

## Article 6 – Confidentiality

1. In the event that “XXX” and/or the Intern acquires, during the period of the internship, information that is not generally available outside JAXA, including information of related entities of JAXA, “XXX” and/or the Intern shall not disclose any such information to any third party both during and after the completion of the internship.
2. “XXX” shall supervise the Intern to ensure the compliance by the Intern with Paragraph 1 of Article 6 hereof.

## Article 7 – Insurance Coverage

“XXX” shall take measures to ensure that the Intern procures and maintains appropriate insurance coverage for payment and compensation for losses, damages or injuries that the Intern may suffer or that may be caused by the Intern to JAXA and its staff during the period of the internship.

## Article 8 – Damage compensation

1. In the event that Intern causes damage to JAXA and/or its staff, such damage shall be compensated by the insurance provided for in Article 7 hereof. In case where the damage is not fully compensated by the insurance and it is attributable to intention or gross negligence of the Intern, “XXX” shall be jointly and severally liable to JAXA for the remainder of the damage with the Intern.
2. In the event where the Intern causes damage to a third party other than JAXA and its staff, “XXX” shall be jointly and severally liable to JAXA for the damage with the Intern. Notwithstanding above, “XXX” is not liable for the damage in case the damage is attributable to JAXA's instruction.

## Article 9 – Termination of the Internship

1. In the event that the Intern does not follow the instructions given by JAXA Supervisor or that the activities undertaken by the Intern cause significant interference with the conduct of business by JAXA, JAXA may suspend or terminate the internship provided for herein.
2. In the event that “XXX” decides that the internship should be terminated before the end of the period of the internship provided for in Paragraph 2,(3) of Article 2 hereof, “XXX” shall notify JAXA and provide the reasons for the termination.

#### Article 10 – Duration of the Memorandum of Understanding

1. This Memorandum of Understanding shall be in force during the entire period of the internship provided for in Paragraph 2, (3) of Article 2 hereof.
2. Notwithstanding Paragraph 1 of Article 9 hereof, this Memorandum of Understanding may be terminated at any time by JAXA or “XXX” upon one month written notice to the other. However, in the case of breach of this Memorandum of Understanding by either JAXA or “XXX”, or for reasons that render the compliance with this Memorandum of Understanding impossible, either JAXA or “XXX” shall notify the other in writing and may terminate this Memorandum of Understanding with immediate effect.
3. Notwithstanding Paragraph 1 and 2 of Article 9 hereof, the termination of this Memorandum of Understanding does not affect the continuing obligations under Article 5(“Intellectual Property Right and Publication”) and Article 6 (“Confidentiality”) hereof.

#### Article 11- Governing Law

This Memorandum of Understanding shall be governed by, and construed and interpreted under the laws of Japan.

#### Article 12- Jurisdiction

The parties hereto agree that all the lawsuits hereunder shall be exclusively brought in the Tokyo District Court of Japan.

#### Article 13 – Consultation

Any questions concerning interpretation and/or implementation of this Memorandum of Understanding, amendments to the Memorandum of Understanding that may become necessary, or matters not specifically provided herein shall be resolved by JAXA and “XXX” through consultation with each other in good faith to arrive at a fair conclusion.

For JAPAN AEROSPACE  
EXPLORATION AGENCY:  
7-44-11 Jindaiji Higashi, Chofu, Tokyo

Signature

[Name]  
Director, Human Resources Department  
Date:

For "XXX":  
[Address]

Signature

[Name]  
[Function/Title]  
Date:

**TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
JAPAN AEROSPACE EXPLORATION AGENCY  
AND [NAME OF THE UNIVERSITY]  
CONCERNING THE TERMS AND CONDITIONS OF THE INTERNSHIP**

**UNDERTAKING**

To [XXX]  
Director, Human Resources Department  
Japan Aerospace Exploration Agency

I, [NAME OF THE INTERN], shall comply with the relevant rules and regulations of the Japan Aerospace Exploration Agency (hereinafter “JAXA”) regarding the internship provided for in the MEMORANDUM OF UNDERSTANDING BETWEEN JAXA AND [NAME OF THE UNIVERSITY] CONCERNING THE TERMS AND CONDITIONS OF THE INTERNSHIP and shall undertake the obligations as follows:

1. Costs and Expenses

I, or the university where I belong (hereinafter “University”), will bear all the costs and expenses (including travel expenses, daily allowances and accommodation cost).

2. Compliance with the Rules and Regulations

I shall comply with all the rules and regulations of JAXA regarding the internship activities and shall follow all the instructions given to me by JAXA director in charge of the execution of the internship and JAXA supervisor. In particular, I shall observe rules and regulations of JAXA concerning security as well as instructions given by JAXA to ensure security.

3. Intellectual Property

In the event that I have conducted original work on programming or mask works or have made an invention during the period of internship, I shall promptly notify the University and shall follow the decision to be made by JAXA and the University through consultations with each other concerning the handling of my invention or work.

I agree that JAXA shall exercise its rights comprised in copyright (as defined in Articles 21 through 28 of Copyright Law of Japan, Law No. 48 of 1970) free of

charge concerning my works, including reports that I prepare, during the period of internship.

I shall follow the established procedure of JAXA in the event that I publish my reports or any other works that I have produced or information that I have acquired during the period of internship.

4. Confidentiality

In the event that I acquire information that is not generally available outside JAXA, including information of related entities of JAXA, I shall not disclose any such information to any third party both during and after the completion of the internship.

5. Accident compensation insurance

Prior to the beginning of the internship, I shall have the insurance coverage that provides compensation benefits for damages, losses and injuries that may be caused in conjunction with the execution of the internship.

Signed

[NAME OF THE INTERN]

[NAME OF THE UNIVERSITY]

Date: