

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 “the university”) agree to terms and conditions concerning the JAXA student internship program (hereinafter referred to as the “internship”) of the student of the university as follows:

Article 1 - Purpose

1. The purpose of the internship will be to support future career development for students through short period of work or research experience based on JAXA’s understanding and cooperation.
2. The university understands that the internship is limited to the above purpose and that unrelated guidance and education including technical, thesis guidance, or other research and undergraduate/postgraduate-related education shall not be requested of JAXA.
3. The university understands that acceptance of internship does not mean any actual employment has occurred between JAXA and the student.

Article 2 – Acceptance of Students

1. Based on the request of the university, JAXA will accept single or multiple students from the university as an intern (hereinafter referred to as the “Intern”) under Article 3 Paragraph 2 of the Student Acceptance Implementation Provisions (Regulation 29-48) of JAXA and conduct guidance for the internship as listed on appendix.
2. The period of internship for the intern shall be conducted within a maximum of 1 year and the total days of the internship shall be a maximum of 10 days.
3. The theme/scope of the internship for any student will be as stated in Paragraph 1 of Article 1 of this agreement and shall not include thesis guidance or other research and school-related education. Furthermore, the internship will exclude employment-related contents such as but not limited to JAXA’s internal affairs and operation.

Article 3 – Compliance with Rules and Regulations

1. The university shall instruct the intern (the student of the university) to, during the period of internship, follow all rules and regulations provided by JAXA as well as follow the instructions given by the JAXA personnel in charge and JAXA supervisor.

2. JAXA shall be responsible for management of safety while the Intern is under instruction from JAXA, and if any accident or injury, etc. occurs, JAXA will promptly inform the person in charge of the internship at the university.

3. In principle, the university shall be responsible, even during the internship period, for all other safety related issues other than those in the Article 3 Paragraph 2.

4. In the event of an accident or injury, as listed in the Article 3 Paragraph 2 and 3, the university shall be responsible for informing the intern's legal guardian and taking any other necessary actions.

Article 4 – Costs and Expenses

1. JAXA shall not collect any payment in exchange for accepting the intern or providing guidance for the internship. Furthermore, JAXA employees shall not receive any form of financial compensation by the university for the internship.

2. Heat, electricity, use of facilities and equipment and other expenses directly related to the internship shall by principle be provided free of charge.

3. JAXA will not cover expenses outside of the above. Expenses relating to travel, housing, meals, etc. should be covered by either the university or the intern.

Article 5 – Intellectual Property and Publication

1. Based on this agreement, during or after the internship, in the event the intern is involved with the creation of patent applicable inventions, Utility Model Rights applicable ideas, Design Right applicable creations, Breeder's Right applicable species cultivation, copyright applicable program or database or Circuitry Layout-design exploitation right applicable circuitry design (hereinafter collectively referred to as "invention(s)"), by principle the rights regarding the inventions shall all belong to JAXA. However, the intern may make a report to state the said invention(s) was done by him/herself and prove that fact, in which case the following paragraph will apply.

2. If the invention(s) made by the intern applies to any of the following, the rights regarding the invention(s) shall be jointly owned by JAXA and the intern, in which case each share of the rights will be discussed between JAXA and the intern along with support from the university.

(1) The invention(s) is related to the research of the laboratory to which the intern was assigned.

(2) The invention(s) was jointly done with a JAXA employee.

(3) The invention(s) was done based on knowledge and information gained through JAXA.

3. Regarding the previous paragraph, if the intern is not in opposition, the intern's rights to receive patent or patent rights (or other intellectual property rights equivalent to patent rights) may be relegated to JAXA after financial compensation by JAXA under separate agreement.

4. The university shall ensure that prior written permission is obtained from JAXA regarding any information the intern may wish to publish or make public that relates to any technical skills or information learned or produced during the internship.

Article 6 – Confidentiality

1. The university and the intern shall not divulge to external party any confidential information regarding JAXA or any third party related to JAXA that have been gained during the internship. This clause shall continue to apply after the internship period has ended.
2. The university shall instruct and supervise the intern to ensure compliance with the preceding paragraph.

Article 7 – Insurance Coverage

1. The university shall take measures to ensure that the intern procure and maintain an appropriate insurance to cover any possible injury or death, as well as insurance covering any damages that may be caused towards JAXA, its employees, property or third parties, including life, injury and financial damages. In addition, a copy of the insurance policy certifying the purchase must be sent to JAXA in advance of being accepted into the internship.
2. The internship will be suspended in the event there is no insurance certification or required insurance coverage cannot be verified by the time the internship begins.
3. However, procurement of the insurance and submitting of insurance certification is optional if the internship is done remotely.

Article 8 – Damage Compensation

1. JAXA shall be liable for and compensate any damages caused to the intern or to the university due to willful misconduct or gross negligence of instructions given by an employee of JAXA.
2. In the event the intern causes damage to JAXA or an employee of JAXA, the damage shall be compensated by the insurance aforementioned in Article 7. In the event the damage cannot be fully compensated by the insurance and the damages were caused due to the intern's willful misconduct or gross negligence, the intern along with the university shall be jointly and severally liable to cover the remainder of compensation for the damage caused.
3. In the event the intern causes damage to a third party outside JAXA or its employees, the Intern, jointly and severally with the university, agree to indemnify, hold harmless and defend JAXA against any claim or legal action brought against JAXA by the third party. However, this is only applicable if the damages were not caused as a result of JAXA's instructions.

Article 9 – Termination of the Internship

1. The internship may be terminated if any of the following instances apply.
 - (1) The intern is deemed to have violated this agreement or any other procedures from JAXA relating to the internship, or if there is any violation of the written pledge submitted to JAXA.
 - (2) The information in the documents submitted to JAXA has been falsified or if any necessary documents are not submitted.
 - (3) The university violates this agreement.
 - (4) The Intern loses his/her status as a student of the university.

- (5) The intern suspends education and research at the university for reason such as but not limited to leave of absence or for overseas study.
- (6) The university or the intern requests to discontinue the internship for an unavoidable reason.
- (7) JAXA is unable to maintain the internship due to reasons such as change in personnel who were assigned to handle the internship.
- (8) The intern is deemed inappropriate of continuing the internship, such as but not limited to if the intern interferes with JAXA's activities or causes financial or reputation damages.

Article 10 – Protection of Personal Information

- 1. JAXA and the university shall not use the intern's resume or other submitted personal information for reasons outside of the internship.

Article 11 – Duration of the Agreement

- 1. The duration of this agreement shall be in effect during the entire period of the internship as stated in Paragraph 2 of Article 2.
- 2. Notwithstanding Paragraph 1 of Article 11, JAXA or the university may terminate this agreement, even during the predetermined effective period, providing 1 month's prior written notice is given. However, in the event there is a breach of this agreement by JAXA or the university, or if there are reasons which cause this agreement to become difficult to uphold, written notice will be provided to the other party and the agreement may be terminated immediately.
- 3. Notwithstanding Paragraph 1 and 2 of Article 11, the provisions relating to the attribution of intellectual property rights in Article 5 and those relating to confidentiality obligations in Article 6 of this agreement will remain in effect both during and after the expiration or termination of this agreement.

Article 12 – Consultation

- 1. In the event of doubt regarding this agreement, or it is deemed necessary to amend this agreement, or matters not covered in this agreement arise, JAXA and the university shall consult one another in good faith, to determine acceptable actions for said matters.

JAPAN AEROSPACE EXPLORATION AGENCY (JAXA)
Ochanomizu sola city, 4-6 Kanda Surugadai, Chiyoda-ku, Tokyo
Signature

SUDO Katsuya
Director, Human Resources Department
Date:

[INSERT THE NAME OF THE UNIVERSITY]:
[Address]
Signature

[Name]
[Function/Title]
Date: