

## Consulting Agreement

This Consulting Agreement (the “Agreement”) is made and entered into as of [MONTH] [DAY], [YEAR], by and between Okinawa Institute of Science and Technology School Corporation (“OIST”) and [NAME OF INDIVIDUAL OR ENTITY] (“Consultant”). OIST and Consultant are each a “Party” and are collectively the “Parties” to this Agreement.

Whereas, OIST desires to obtain various consulting services (the “Services”) from the Consultant as more fully described below and Consultant represents that [he/she/it] has the necessary skill, experience and resources to render the Services and is able and willing to do so in a timely and professional manner.

Now, therefore, the Parties agree as follows.

### Article 1. Engagement

OIST hereby engages Consultant, and Consultant hereby accepts such engagement, to render Services on the terms and conditions contained in this Agreement.

### Article 2. Scope of Work and List of Authorized Professionals

Consultant shall render Services in the area of [INSERT A BRIEF DESCRIPTION] in accordance with the Scope of Work more fully elaborated on Appendix A of this Agreement. Only the person or persons listed in Appendix A are authorized to render Services unless OIST has given approval in writing in advance.

### Article 3. Fee for Services

As full and complete compensation for the Services rendered by Consultant under this Agreement, OIST shall pay Consultant in accordance with Appendix B.

#### Article 4. Costs and Expenses

Consultant shall be reimbursed on a monthly basis by OIST for all reasonable and actual business expenses incurred by Consultant if directly related to the rendering of Services; provided, any such reimbursement in excess of Fifty Thousand Japanese Yen (JPY50,000) in any month shall require the prior written approval of OIST, which approval shall not be unreasonably withheld. The obligation of OIST to reimburse Consultant shall be subject to the presentation to OIST of an itemized account, together with supporting vouchers, in accordance with the policies of OIST.

#### Article 5. Independent Contractor Status

Consultant is and shall be deemed at all times to be acting as an independent contractor in rendering Services to OIST. OIST shall carry no workmen's compensation insurance or any health or accident insurance to cover Consultant. OIST shall not pay any contributions to social security, unemployment insurance, nor provide any other contributions or benefits that might be expected in an employer-employee or full-time relationship. If Consultant is a legal entity, nothing contained in this Agreement shall constitute a joint venture, partnership or similar common undertaking. If Consultant is an individual, nothing contained in this Agreement shall be deemed to create an employment relationship.

#### Article 6. Confidential Information

In the course of rendering Services, Consultant will be exposed to confidential and proprietary information of OIST. Consultant shall not disclose or appropriate to [his/her/its] own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of OIST, which Consultant has been or hereafter becomes informed, whether or not developed by Consultant, including, but not limited to, information pertaining to international relationships and exchanges, intellectual property, services, methods, processes, contract terms or operating policies and procedures, except as required in connection with Consultant's performance of this Agreement, or as required by a government authority properly requesting such information. OIST does not

desire to receive any confidential or proprietary information of any third party that may be in the possession of Consultant and Consultant shall not disclose the same. Finally, Consultant will sign a separate Confidentiality Agreement if requested to do so by OIST. This Paragraph 6 shall survive the termination of this Agreement.

#### Article 7. Representations and Warranties

Consultant represents and warrants that (a) all information contained in any proposal, resume or other written document submitted to OIST is and will at all times during the term of this Agreement remain true, complete and accurate, (b) [he/she/it] has the necessary permits, licenses and authorizations if and as required by any relevant laws and regulations, and (c) the Services will be rendered in a timely and professional manner.

#### Article 8. Disclosure of Conflicts and Potential Conflicts

Consultant shall disclose to OIST in writing, prior to entering into and during the term of this Agreement, any and all relationships with persons or entities that are or may result in Consultant having a conflict of interest or that could give rise to even the appearance of a conflict.

#### Article 9. Compliance with Laws and Regulations

Consultant shall at all times comply with all applicable law and governmental regulation, and with the Policies, Rules and Procedures of OIST in effect during the term of this Agreement.

#### Article 10. Assignment

This Agreement is personal to the Parties, being entered into in reliance upon and in consideration of the singular skills and qualifications of Consultant. Consultant shall not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of OIST. Any

attempted assignment or transfer by Consultant of its obligation without such consent shall be wholly void.

Article 11. Term and Termination

The term of this Agreement shall begin as of the date of this Agreement and shall continue until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party notice in accordance with the provisions of Article 13 below; provided, however, that if Consultant elects to terminate Consultant shall fully cooperate in transferring any work done to date to OIST and shall remain available for a reasonable period of time to answer questions and to provide transition assistance.

Article 12. Modification of Agreement

This Agreement can only be modified or amended by the Parties by a written supplemental agreement executed by both Parties.

Article 13. Notice

Any notice required, or permitted, to be given hereunder shall be sufficient if in writing, and if sent by email (with a request for confirmation of receipt), licensed courier or by registered or certified mail, postage prepaid, addressed as follows:

If to OIST:

7542 Onna, Onna-son  
Okinawa 904-0411 Japan  
Tel: 098-966-8711  
Attn: Office of the Provost  
Email: contractnotices@oist.jp

With a copy to:  
Section Leader, Procurement Section  
Email: procurement@oist.jp

If to Consultant:

[CONSULTANT NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

Tel: [NUMBER]

Email: [ADDRESS]

Article 14. Governing Law and Resolution of conflict arising out of Agreement

This Agreement shall be governed by the laws of Japan without regard to conflict of law rules. All disputes, controversies or differences that may arise between the Parties out of or in relation to this Agreement shall be settled through amicable and good faith discussions. If an amicable resolution cannot be reached within 30 days, either Party may submit the matter in question to final settlement by mediation and/or arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association (JCAA). The case shall be heard by a single arbitrator selected by the Parties. If the Parties cannot agree on the arbitrator, the JCAA shall select a single arbitrator who shall be a national of a country other than that of OIST or the Consultant. The award rendered by the arbitrator shall be final and binding upon the Parties. The language of any such arbitration, and the award, shall be English.

Article 15. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter provided for herein.

IN WITNESS WHEREOF, the Parties have caused this Consulting Agreement to be duly executed, as of the day and year first above written.

Okinawa Institute of Science and Technology  
School Corporation

Consultant

By: \_\_\_\_\_  
[NAME]  
[TITLE]

By: \_\_\_\_\_  
[NAME]  
[TITLE]

## Appendix A

### Scope of Work and List of Authorized Professionals

#### A. Scope of Work

[INSERT DETAILED DESCRIPTION]

As specific deliverables, Consultant shall deliver to OIST the following on or before the deadline for completion of [MONTH][DAY], [YEAR]:

[INSERT DESCRIPTION OF DELIVERABLES]

#### B. List of Authorized Professionals

The following individuals are authorized to render Services to OIST under this Agreement:

1. [NAME, TITLE], main contact for all communications
2. [NAME, TITLE], secondary contact for all communications
3. [NAME, TITLE]
4. [NAME, TITLE]

Consultant may add or subtract professionals from the authorized list provided Consultant consults with OIST in advance and receives approval.

The Consultant shall provide confidential and proprietary information of OIST only to authorized professionals with a need to know and only if they are bound by confidentiality obligations at least as stringent as those contained in this Agreement.

Appendix B  
Fee for Services

A. Fee

The Fee for Services based on either a total project, or a time charge basis.

If the Fee is based on a total project basis, the total amount of the Fee shall be as set forth below:

1. Project Fee: [INSERT AMOUNT]
2. Payment Schedule: [INSERT SCHEDULE, I.E., 25% ON SIGNING, ETC.]

If the Fee is based on a time charge basis, the Fee shall be calculated by multiplying the number of [HOURS OR DAYS] spent rendering services to OIST.

In no event shall Consultant charge OIST for indirect or overhead expenses without the prior written agreement of OIST in each instance.

B. Invoicing

Consultant will submit written invoices to OIST for the Services in a timely manner and in a form acceptable to OIST. OIST will pay uncontested invoices by the end of the calendar month immediately following the month in which such invoice is issued; provided, however, that the Parties may change the payment schedule and any other payment conditions upon mutual agreement.