

Pledge

To the President of
Obihiro University of Agriculture and Veterinary Medicine

Full name (Signature) : _____

I hereby pledge to comply with the following items regarding my enrollment (employment) and graduation (resignation) from Obihiro University of Agriculture and Veterinary Medicine (hereinafter referred to as “the University”).

1. During enrollment or employment or any as such at the University, I will neither provide nor carry out any property belonging to the University without permission. In any of the following cases, I will consult my supervisor (i.e., the academic staff accepting me as a student or a researcher) and, if necessary, take the prescribed procedures based on the Foreign Exchange and Foreign Trade Act, related laws, and regulations, and the internal regulations of the University.
 - (1) In the case that I intend to provide technical information related to research to a foreign country or a non-resident or a resident under the significant influence of a non-resident (i.e., a person falling under the “Specific Categories”.) during this period, or in the case that it becomes clear during this period that I will provide such information after leaving the University.
 - (2) In the case that I intend to export (send, take abroad, etc.) research equipment, materials used in research, or tangible objects by research during this period, or in the case that it becomes clear during this period that I will export these items after leaving the University.
2. I will not use the technical information obtained by research for the development, production, use, or storage of weapons of mass destruction (WMD) (nuclear weapons, chemical weapons, biological weapons, WMD delivery systems such as missiles, and unmanned aerial vehicles), conventional weapons, or materials, components, or products used in these weapons. I will use such technical information only for civil purposes.
3. After transfer from the University, I promise not to make any public announcement including paper preparation and conference presentation, apply for a patent, or use intellectual resources regarding research data obtained at the University without the permission of the host researcher. Additionally, I also promise not to bring any research materials and experimental data from the University without the permission of the host researcher.

※ Regarding the “Specific Categories”, please refer to page 4 of
https://www.meti.go.jp/policy/anpo/law_document/minashi/en_daigaku_.pdf.



Reference: Specific Categories

The “Specific Categories” stands for the following categories (1) to (3).

(1) A Person who has entered into an employment contract, a delegation contract, a service contract, or any other contract with a corporation or any other organization established under the foreign laws and regulations (hereinafter referred to as a "Foreign Corporation"), or a foreign government, a foreign governmental agency, a foreign local government, a foreign central bank, a foreign political party or any other political organization (hereinafter referred to as a "Foreign Government") and is subject to the direction and order of the Foreign Corporation or the Foreign Government, or owes the duty of care of a good manager to the Foreign Corporation or the Foreign Government, according to the contract, except for either of the following cases.

(a) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Japanese corporation or the Person has agreed with the Foreign Corporation or the Foreign Government that the direction and order of the Japanese corporation or the duty of care of a good manager to the Japanese corporation shall prevail over the direction and order of the Foreign Corporation or the Foreign Government, or the duty of care of a good manager to the Foreign Corporation or the Foreign Government.

(b) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Person has entered into an employment contract, a delegation contract, a service contract or any other contract with a Group Foreign Corporation (a Foreign Corporation that directly or indirectly holds 50% or more of the voting rights of the Japanese corporation or a Foreign Corporation of which 50% or more of the voting rights are held by the Japanese corporation. The same shall apply hereinafter.) and is subject to the direction and order of the Group Foreign Corporation or owes the duty of care of a good manager to the Group Foreign Corporation, according to the contract.

(2) A Person who earns or agrees to earn a large amount of money or other significant profit (money or other profit that accounts for 25% or more of the Person’s annual income when converted into money) from a Foreign Government.

(3) A Person who acts in Japan under instructions or requests of a foreign government.

—

Confirmation Letter regarding the Applicability of the Specific Categories for Compliance
with Article 25 (1) and (2) of the Foreign Exchange and Foreign Trade Act

To the: President of
Obihiro University of Agriculture and Veterinary Medicine

Date: _____

Address: _____

Name: _____

I understand when Obihiro University of Agriculture and Veterinary Medicine (hereinafter referred as to “the University”) transfers technology to a resident who falls under the clauses 1(3) ① or ② of the "Notification for Transactions or Acts of Transferring Technology Requiring Permission under Article 25 (1) of the Foreign Exchange and Foreign Trade Act and Article 17 (2) of the Foreign Exchange Order" (Document No. 492 of the Trade Bureau published on December 21, 1992; hereinafter referred to as the "Notification for Technology Transfer"), the University is likely to be required to obtain a license from the Minister of Economy, Trade, and Industry under Article 25 (1) and (2) of the Foreign Exchange and Foreign Trade Act, and, for the sake of compliance by the University with the clauses 1(3)サ① or ② of the Notification for Technology Transfer, I hereby confirm that I:

- fall under the category (1) below.
- fall under the category (2) below.
- fall under the categories (1) and (2) below.
- DO NOT fall under any of the categories elow .

(1) A Person who has entered into an employment contract, a delegation contract, a service contract, or any other contract with a corporation or any other organization established under the foreign laws and regulations (hereinafter referred to as a "Foreign Corporation"), or a foreign government, a foreign governmental agency, a foreign local government, a foreign central bank, a foreign political party or any other political organization (hereinafter referred to as a "Foreign Government") and is subject to the direction and order of the Foreign Corporation or the Foreign Government, or owes the duty of care of a good manager to the Foreign Corporation or the Foreign Government, according to the contract, except for either of the following cases.

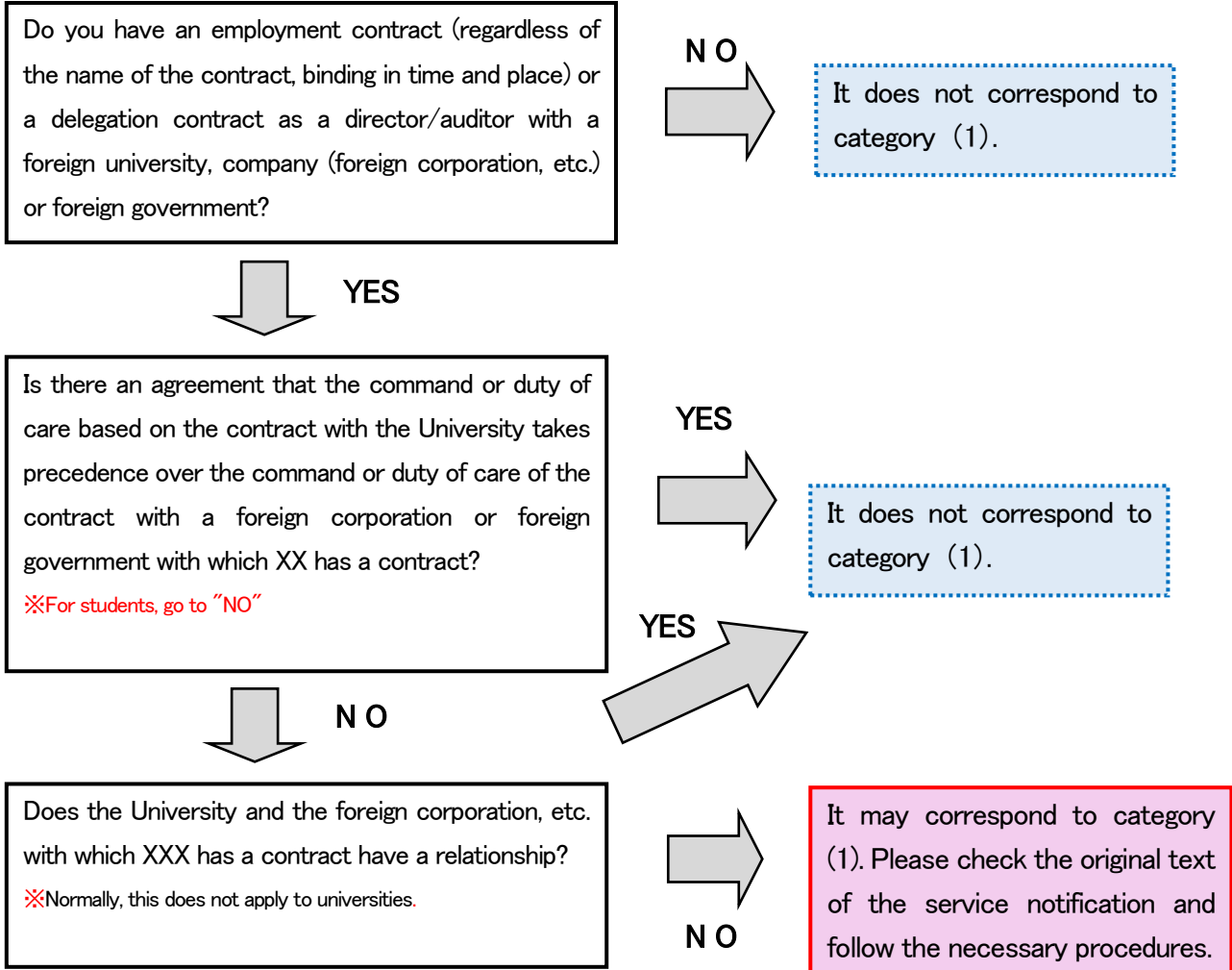
- (a) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Japanese corporation or the Person has agreed with the Foreign Corporation or the Foreign Government that the direction and order of the Japanese corporation or the duty of care of a good manager to the Japanese corporation shall prevail over the direction and order of the Foreign Corporation or the Foreign Government, or the duty of care of a

good manager to the Foreign Corporation or the Foreign Government.

- (b) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Person has entered into an employment contract, a delegation contract, a service contract or any other contract with a Group Foreign Corporation (a Foreign Corporation that directly or indirectly holds 50% or more of the voting rights of the Japanese corporation or a Foreign Corporation of which 50% or more of the voting rights are held by the Japanese corporation. The same shall apply hereinafter.) and is subject to the direction and order of the Group Foreign Corporation or owes the duty of care of a good manager to the Group Foreign Corporation, according to the contract.
- (2) A Person who earns or agrees to earn a large amount of money or other significant profit (money or other profit that accounts for 25% or more of the Person's annual income when converted into money) from a Foreign Government.

Reference material: Simple check flow chart for confirming applicability to a specific category

■ Specific category (1): If you have an employment contract with a foreign government or foreign corporation



■ Specific category (2): When receiving economic benefits from foreign governments, et

