

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: President of Institute of ScienceTokyo

Date: _____

Staff ID number: _____

Name: _____

Contact email address: _____

Signature: _____

Date of birth (yyyy/mm/dd): _____ / _____ / _____

I understand when Institute of Science Tokyo transfers technology to a resident who falls under the clauses 1(3)サ ① or ② of the "Notification for Transactions or Acts of Transferring Technology Requiring Permission pursuant to 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"), Institute of Science Tokyo is likely to be required to obtain a license from the Minister of Economy, Trade, and Industry pursuant to Article 25 (1) and (2) of the Foreign Exchange and Foreign Trade Act, and, for the sake of compliance by Institute of Science Tokyo 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 below and no confirmation is required.

**The foreign Corporation/Government mentioned here are those other than Science Tokyo/Japan.*

(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 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.

In addition, if there is a change in the contents of the pledge as described above, I will notify the president of Tokyo Institute of Technology.

Submission destination (mailbox: S6-7)

Security Export Control Consultation Desk
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