

JRDC - ISTA

CONSULTING AGREEMENT

THIS AGREEMENT made on the 1st day of October, 1987, between Research Development Corporation of Japan (JRDC) , a public corporation of Japan having its principal office at 5-2, Nagatacho 2-chome, Chiyoda-ku, Tokyo 100 Japan and International Science & Technology Associates, Inc. (ISTA), a corporation of Pennsylvania having its principal office at 11 Beatrice Drive, Bryn Mawr, Pennsylvania 19010-2301, United States.

WHEREAS JRDC desires ISTA to represent it for the purpose of public relations, liaison, dissemination of JRDC research results, and other special services related to JRDC goals outside Japan; and

WHEREAS ISTA desires to perform said services;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1 ISTA will
 - a Distribute ERATO News Releases to news organizations in the United States and Canada,
 - b Distribute brochures , publications, articles, and the like which deal with the nature and activities of ERATO,
 - c Become and remain familiar with the operations and results of ERATO activities so as to be able to authoritatively answer inquiries from organizations in the United States and Canada,
 - d Monitor developments in United States international science policy especially as it relates to JRDC goals and activities and report to JRDC on the status of such developments.
 - e At the request of an ERATO project director (or directors), collect and give him/her (or them) information relating to scientists and researchers of organizations in the United States and Canada as candidates for researchers of ERATO projects, and also at the request of an ERATO project director (or directors), act as an agent to open and keep open, or close communications between project director (or directors) or JRDC and such persons.
 - f Perform other special tasks as requested by JRDC and agreed to by ISTA.

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- 2 The President of ISTA, travels to Japan a minimum of once per year, each trip lasting a minimum of ten (10) days, for the purpose of reporting the status of services performed by ISTA in behalf of JRDC and remaining aware of the goals and activities of ERATO.
- 3 JRDC, in order that ISTA can carry out the terms of 1 above, shall regularly supply ISTA with copies of ERATO News Releases distributed in Japan, brochures, publications, articles and the like relating to ERATO, and copies of JRDC decisions and other Science and Technology Agency actions which relate to ERATO activities.
- 4 JRDC will pay ISTA
 - a In pursuant to 1 a, b, c, d above, a fee of \$10,000, this payment to be made in installments of \$2,500 per quarter year in advance.
 - b In pursuant to 1 e, f and 2 above, JRDC will pay ISTA a per diem fee of \$500, this payment to be made within thirty (30) days of receipt of invoice from ISTA, in accordance with standard JRDC practice.
- 5 ISTA will
 - a Make every quarter year a brief report of its services rendered to JRDC pursuant to 1 a, b, c, d above and attach the report to the invoices to be sent to JRDC pursuant to 4 a above.
 - b Clarify the content of its services in regard to the invoices which are made pursuant to 4 b above.
- 6 When requested by JRDC, ISTA will give necessary explanations of the reports pursuant to 5 a, b above, and will send to JRDC any written material relating to its services pursuant to this Agreement.
- 7 JRDC will reimburse
 - a Generally accepted travel, telephone and other direct expenses pursuant to 1 and 2 above;
 - b Up to \$1,000 expenditures for materials relating to United States science policy, such as Congressional Reports, purchased by ISTA pursuant to 1 d above;these payments to be made within thirty (30) days of receipt of invoice from ISTA, in accordance with standard JRDC practice.
- 8 This Agreement is subject to JRDC's Standard Provisions for consulting agreements which are attached hereto and incorporated herein as Exhibit A. The terms of the Standard

Provisions, however, are considered subservient to the terms of the Agreement where in conflict. This Agreement is also subject to limitations of authority as detailed in Exhibit B.

- 9 The terms of this Agreement shall be for one year from the effective date of this Agreement, provided that the term shall be automatically extended for another year unless terminated by JRDC in accordance with the articles of the Standard Provisions.
- 10 The effective date of this Agreement shall be October 1, 1987.

JRDC

by



Nobuhisa Akabane
President

ISTA

by



Alan Kent Engel
President

Exhibit A

JRDC

STANDARD PROVISIONS FOR CONSULTING AGREEMENT

The Consulting Agreement is entered into by JRDC upon the following conditions:

- 1 All services performed or undertaken by the Consultant for JRDC while the agreement is in effect shall be deemed to be subject to its provisions unless otherwise agreed in writing before the performance of such services is started.
- 2 The methods and means of performance of all tasks assigned to the Consultants under the agreement will be entirely at his discretion.
- 3 It may be necessary for the Consultant from time to time to furnish service on JRDC's premises or elsewhere. JRDC will reimburse the Consultant for all reasonable travelling expenses, including living expenses incident to such travel, which he incurs while travelling at JRDC's request.
All payments for services and for reimbursable expenses will be made upon submission of invoices by the Consultant. Travel to and within Japan will be reimbursed in accordance with standard JRDC practice.
- 4 In furnishing services pursuant to the agreement, the Consultant will at all times be acting as an independent contractor.
As such, he will not be an employee of JRDC and will not by reason of the agreement or his services thereunder be entitled to participate in or to receive any benefit or right under any of JRDC's employee insurance, pension, savings and stock bonus, and savings and security plans.
- 5 The consultant will keep such written records and make such reports upon his work under the agreement as may be requested by JRDC, and will not disclose any confidential information obtained from JRDC or developed by him during the term of the agreement for and on behalf of the JRDC to a third person without the written consent of an authorized representative of the JRDC, either during the term of this agreement or for a period of 24 months from termination of the contract.
Confidential information shall not apply, without limitation, to information already known to Consultant prior to disclosure of it to Consultant by JRDC, information that is or becomes publicly available, or information that is rightfully received by Consultant from third parties.
The Consultant will deliver to JRDC, at its request, all such records, together with any written material which may have been furnished to him by JRDC in connection with the

such records, together with any written material which may have been furnished to him by JRDC in connection with the agreement, and thereafter he will make no further use or utilization of any such material and information without the prior written consent of JRDC.

- 6 The agreement is intended to secure to JRDC the consultant's help and cooperation, and he agrees that during the term of the agreement he will not accept employment or engage in work or business adverse to the interest of JRDC insofar as such employment, work or business may involve or be closely related to matters referred to him under the agreement, or where any third party which competes with JRDC in the field of this agreement might be benefited by the services rendered or information gained by the Consultant under the agreement.
- 7 The agreement shall be construed, interpreted and applied in accordance with the laws of the State of Pennsylvania.
- 8 The agreement may be terminated by mutual agreement in writing or it may be terminated at any time by either party by the delivery of written notice to the other party; provided that the obligations of the Consultant under paragraphs 1-5 above, shall survive and not be affected by any termination of the agreement or by its expiration, in the event of such termination, the Consultant will be paid for services rendered and reimbursable expenses incurred up to the date of such termination and not thereafter. Payment upon termination will be accepted by the Consultant in full satisfaction of all claims and demands against JRDC based upon or arising out of or in connection with the agreement.
- 9 This sheet of Standard Provisions for Consulting Agreements and the written consulting agreement to which it is attached and of which it forms a part together constitute and fully express the entire and only agreement between the parties with respect to the subject matter hereof; all prior and collateral understandings, agreements and promises with respect thereto are merged herein. This agreement may not be modified, waived, or extended unless in writing signed by the party sought to be bound thereby, and it may not be terminated except as provided in the preceding paragraph.

SCOPE OF AUTHORITY

This Exhibit is to clarify the scope of the authority of ISTA under this Consulting Agreement (the "Agreement") dated October 1, 1987.

Pursuant to the Agreement, ISTA has been retained as an independent consultant to JRDC to render services therein specified in the normal and ordinary course of its business. ISTA is not authorized by this Agreement or by any other contract, agreement or understanding, whether written or oral, express or implied, between Alan Kent Engel or ISTA and JRDC to enter into or conclude any agreement, contract or other binding commitment on behalf of or for JRDC, nor are ISTA or Alan Kent Engel authorized to hold themselves out as having or represent that they have such authority.

It is understood that ISTA may, and will in the ordinary course of its business, perform consulting and other services for clients other than JRDC at ISTA's sole discretion, except insofar as such services may result in breach of the Agreement if they are adverse to the interest of JRDC and involve or are closely related to the work referred to ISTA by JRDC or if the services performed or information gained by ISTA under the Agreement might benefit a competitor of JRDC. ISTA will maintain its own separate and independent office facilities and business equipment at its own expense and solely for purposes of conducting its business.

The foregoing applies to any business or entity owned and managed by ISTA or Alan Kent Engel to which they may, subject to the consent by JRDC, assign the Agreement or with which JRDC may enter into a similar Agreement.