**国際エネルギー実証事業の助成・委託事業者が**

**相手国事業者と締結する契約文書の参考例**

**― 2023年7月版 ―**

（ご利用にあたってのお願い）

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<https://www.nedo.go.jp/activities/AT1_00175.html>

【改訂履歴】

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**PROJECT AGREEMENT**

**CONCERNING**

**ABC PROJECT**

**MONTH DAY, 2023**

**[ COUNTRY NAME ]: AAA INCORPORATED**

 **JAPAN: BBB CORPORATION**

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**PROJECT AGREEMENT**

**CONCERNING**

**ABC PROJECT**

* 契約当事者の記載順は、一般的には契約原案を作成した側が相手方を立てて相手側を先に記載する慣行がありますので、参考例では助成・委託事業者が原案を作成することを前提として、相手国事業者をAAAとして先に記載しています。
* なお、参考例ではタイトルをProject Agreement としていますが、これに拘るものではありません。

This Project Agreement (hereinafter referred to as “PA”) has been made and entered into on MONTH DAY, 20XX, between AAA Incorporated having its principal office at [ ADDRESS ], [ COUNTRY ] (hereinafter referred to as “AAA”) and BBB Corporation having its principle office at 1-3-1 Kasumigaseki, Chiyoda-ku, Japan (hereinafter referred to as “BBB”).

# Recitals

* 英文契約書の頭書は、表題、契約締結日、契約当事者、Recitals （whereas clause）、英米法を準拠法とする場合は約因文言などによって構成され、具体的な契約条項を規定する前に記載されることが一般的です。
* Recitalsには、契約締結に至る経緯、動機あるいは契約締結の目的などが記載されます。
* なお、国際エネルギー実証事業は、相手国におけるエネルギー利用の効率化（又は再生可能エネルギーの推進）および温室効果ガスの排出削減に寄与することを目的としており、その旨をRecitalsに記載しますが、記載は一例のためプロジェクトに合わせて具体的に記載します。

Reference is made to the memorandum of understanding between the New Energy and Industrial Technology Development Organization of Japan (hereinafter referred to as “NEDO”) and the [ GOVERNMENT NAME ] of [ COUNTRY ] (hereinafter referred to as “ZZZ”) concerning the ABC Project (hereinafter referred to as “Project”) made and executed on [ MONTH DAY, 20XX ] (hereinafter referred to as “MOU”).

This PA corresponds to the term “Project Agreement” in Article [ ] of the MOU specifying the implementation of the Project.

Based on the stipulations of this PA, the Project shall be implemented jointly by AAA and BBB to contribute to the efficient use of energy and a reduction of greenhouse gas emissions in [ COUNTRY ] by means of establishing, demonstrating, and deploying [ XXX ].

NOW THEREFORE, AAA and BBB agree as follows:

# Article 1. Outline of Project Agreement

* PAの内容を概説します。

1.1 AAA and BBB shall jointly construct a [ XXX ] system as more fully described in Article 2.1.8 (hereinafter referred to as “Equipment”) at [ ] as more fully described in Article 2.1.20 (hereinafter referred to as “Site) conforming to the basic design specifications and basic engineering of BBB in accordance with Appendix 1, and shall also conduct a demonstration of the Equipment as described in Appendix 2 and Appendix 3. The objective of the Project is to contribute to the efficient use of energy and protection of the environment in [ COUNTRY ] through joint implementation of the Project.

* 1.1でプロジェクトの目的を具体的に記載します。参考例は具体的な記載になっていませんのでこのままでは使えません。

1.2 The Equipment shall be composed of components to be supplied by BBB as more fully described in Article 2.1.12 (hereinafter referred to as “Japan Supplied Equipment”) and components to be supplied by AAA as more fully described in Article 2.1.4 (hereinafter referred to as “[ COUNTRY ] Supplied Equipment”). The specifications for the Japan Supplied Equipment and [ COUNTRY ] Supplied Equipment shall be as described in Item 1-3 of Appendix 1.

1.3 The delivery schedule for the Japan Supplied Equipment and [ COUNTRY ] Supplied Equipment shall be as described in Item 1-3 of Appendix 1.

1.4 The Project implementation schedule shall be as described in Appendix 3.

1.5 AAA and BBB shall each designate or dispatch personnel, including a Project manager, deputy Project manager, Site representative, and technical advisor for the Project. Details concerning such designation or dispatch shall be as provided in relevant corresponding provisions of Articles 4, 7, 8, and 15 and Item 2 of Appendix 1.

1.6 Both AAA and BBB shall carry out their respective work set out in Appendix 2 in accordance with the stipulations of this PA.

1.7 The Equipment to be used in the Project is expected to satisfy the performance criteria described in Item 3-2 of Appendix 1.

1.8 AAA acknowledges and agrees that BBB has no authority to act for or represent NEDO in any way, and AAA shall not assert any claim against NEDO with respect to this PA.

1.9 BBB acknowledges and agrees that AAA has no authority to act for or represent the [ GOVERNMENT NAME ] of [ COUNTRY ] in any way and that BBB shall not assert any claim against the [ GOVERNMENT NAME ] OF [ COUNTRY ] regarding this PA.

* 相手国事業者（AAA）と助成・委託事業者（BBB）はそれぞれNEDOとそのカウンターパートである相手国政府機関の代理者としての権限がないこと、またPAに基づく権利義務もAAAとBBB間にとどまることを記載します。ただし、相手国政府機関とAAAの関係はケースバイケースのため、1.9の規定はそれに応じて変更が必要です。また、万一AAAとNEDOのMOU等締結先が同一（通常は認めていません）となる場合は、1.9の規定は削除します。

# Article 2. Definitions and Interpretations

* 解釈に齟齬がないよう、また、誰が読んでも同じ解釈しかできないよう、用語を明確に定義します。
* 一般的な意味ではなく特定の意味で使われる用語で、PAの中で反復継続して出てくる用語など、都度説明を加える必要のある用語を定義します。
* 定義だからといって十分に検討せず、参考例をそのままコピーしてご利用になりますと、プロジェクトの目的や内容から見て不適切ということになりかねませんのでご留意ください。例えば、2.1.21 で、“Technology” means any and all technologies related to the Equipment.　と記載していますが、Equipment の定義によっては、実証事業と全く関係のない技術を含んでしまいますので、実際にPAを検討される際は、範囲を限定する必要があります。

2.1 In this PA, the following definitions shall, unless otherwise required, have the meanings assigned to them below:

 (Listed in alphabetical order)

2.1.1 “Background IP” means intellectual property (as defined below) created independently of the Project which is made available to implement the Project.

2.1.2 “Commissioning” means pre-inspection and one or more individual or linked operations ensuring that the Equipment is designed, installed, mechanically tested, and capable of being operated and maintained to perform in conformity with the design intent, including performance testing described in Item 3-1 of Appendix 1.

2.1.3 “Confidential Information” means any and all of the proprietary designs, drawings, specifications, manufacturing procedures, operational and experimental data, know-how and experience, and other technical information of whatever kind or feature (including tools, instruments, materials, etc. in which the foregoing are embodied) in and relating to the Equipment (as defined below) which either AAA or BBB possesses, keeps confidential, and discloses to the other party only for the purpose of the Project.

2.1.4 “[Country] Supplied Equipment” means the materials, articles, and things of all kinds necessary to be incorporated into the Equipment (as defined below) described in Item 1-3-2 of Appendix 1 .

2.1.5 “Demonstration” means operation of the Equipment after Commissioning, including the performance testing (as defined below) described in Item 3-1 of Appendix 1, performance verification (as defined below), and collection of operating data (as defined below) needed for completion of the Project.

2.1.6 “Deployment Activities” means public relations activities undertaken for the purpose of deploying technology (as defined below) during and after the Demonstration period.

2.1.7 “Effective Date” means the date when this PA is signed by AAA and BBB and comes into effect under Paragraph 14.1.

2.1.8 “Equipment” means all machinery and facilities installed for the Project and materials, articles, and things of all kinds to be incorporated therein as described in Appendix 1.

2.1.9 “Expiry Date” means the date when the validity of this PA expires or is terminated.

2.1.10 “Installation” means erection work such as assembly, construction, connection, etc. of Equipment to be carried out at the Site (as defined below).

2.1.11 “Intellectual Property” means any and all know-how, technical information, and copyrights licensable to AAA by BBB, or to BBB by AAA for the implementation of the Project as of the Effective Date.

(1) “Copyrights” means any or all copyrights and rights in the nature of copyrights for all materials, including but not limited to computer software programs, photographs, drawings, blueprints, technical manuals, design documents, handwritings and technical specifications recording, describing, including or embodying know-how (as defined below) and/or technical information.

(2) “Know-how” means knowledge of a proprietary nature that may or may not be encompassed in technical information and which is necessary or desirable for the Installation, Commissioning, and Operation and Maintenance of Equipment whether patentable or not.

(3) “Technical Information” means Confidential Information and any or all technical knowledge, information, data, Know-how and test results concerning technology (as defined below), whether patentable or not, as well as other information and data agreed upon between the parties in writing, whether in a written or verbal form, including information relating to the operation and/or maintenance of Equipment.

2.1.12 “Japan Supplied Equipment” means the materials, articles, and things of all kinds to be incorporated therein as described in Item 1-3-1 of Appendix 1.

2.1.13 “Other Intellectual Property” means any Intellectual Property arising from and in relation to this PA developed after the Effective Date that is not Background IP or Project IP (as defined below).

2.1.14 “Operating Data” means data related to the operation of Equipment, including energy efficiency and maintenance data collected during the Demonstration period. BBB shall specify the Operating Data to be collected by AAA prior to commencement of the Demonstration.

2.1.15 “Operation and Maintenance” means the act of properly operating the Equipment and maintaining the Equipment in an appropriate condition in order to implement the Project.

2.1.16 “Performance Criteria” means the values or conditions that are indicated in Item 3-2 of Appendix 1.

2.1.17 “Performance Testing” means each of the tests described in Item 3-1 of Appendix 1 to be carried out to confirm and/or modify the operation of the Equipment.

2.1.18 “Performance Verification” means AAA and BBB’s final confirmation and verification that the performance of the Equipment satisfies all of the Performance Criteria.

2.1.19　 “Project IP” means any Intellectual Property developed during and as a result of carrying out the Project after the Effective Date.

2.1.20 “Site” means the location where Project will be carried out in [COUNTRY], as specified in Article 1.1.

2.1.21 “Technology” means any and all technologies related to the Equipment.

2.1.23 “Work” means any and all operations and services necessary for the Project, including, but not limited to, basic engineering, basic design, detailed design, procurement, manufacturing, proper packing and transportation of the Equipment to the Site, Installation, civil and building work, steel and brick work, provision of raw materials and utilities, Commissioning, Demonstration, Deployment Activities, training of operators, and supervision of any of the above.

2.2 The singular shall include the plural and the plural the singular except where the context otherwise requires.

2.3 Any and all appendices, forms, and technical specifications attached to this PA are inseparable components and shall have an equal effect to that of the text. This PA shall be read as a whole.

2.4 Any and all alterations, revisions or additions to this PA (including amendments entered into between AAA and BBB) shall constitute a part subsequent to deliberation, agreement, and signature by the representatives of AAA and BBB.

2.5 All communication and correspondence relating to the Project shall be conducted in English.

# Article 3. Work and Cost Sharing and Master Schedule

* 業務分担とスケジュールを規定します。明確に規定しないと揉める原因になるため、実際はより詳細に規定します。
* 一覧性や分かりやすさを考慮して、業務分担表を別紙として添付することも有効です。

3.1 AAA and BBB shall each perform their part of the Work for the Project in accordance with Appendix 2 and the Master S chedule in Appendix 3.

3.2 AAA and BBB shall each be responsible for bearing the costs and expenses for performing their Work in Appendix 2 and carrying out their obligations in accordance with this PA. In addition, if and to the extent the Work of either party hereto (the “indemnified party”) is attributable to a failure of the other party (the “indemnifying party”) to perform or to complete any Work or obligation of the indemnifying party and such failure causes the indemnified party to incur additional costs, then the indemnifying party shall bear and pay such additional costs to the indemnified party upon the request of the indemnified party.

3.3 AAA shall be responsible for:

1. Acquiring and providing legal and physical possession of the Site and access thereto, and providing possession, use of, and access to all other areas reasonably required for the proper execution of the Work, including all requisite rights of way, as indicated in Appendix 2;
2. Acquiring all permits, approvals and/or licenses from local, state, or national government authorities in [ COUNTRY ] which such authorities require AAA to obtain in its name and which are necessary for carrying out the Work (including those that are required for both AAA and BBB to perform their respective Work as specified in Appendix 2);
3. Supplying all [ COUNTRY ] Supplied Equipment at its own expense to the Site as indicated in Item 1-3-2 of Appendix 1;
4. Delivering the Japan Supplied Equipment at its cost from a port in [ CITY/REGION ] or an international airport in [ COUNTRY ] to the Site, including storing the Japan Supplied Equipment at its cost until its Installation at the Site;
5. Being the consignee of Japan Supplied Equipment, performing all clearance procedures at the relevant port or international airport in [ COUNTRY ], and bearing the cost of all customs and import duties and VAT assessed thereon to the extent an exemption from customs and import duties is not applicable;
6. Using its best endeavors to assist BBB, if requested by BBB, in obtaining in a timely and expeditious manner all necessary permits, approvals and/or licenses necessary for the execution of the Work from all local, state or national government authorities or that such authorities require that BBB, its subcontractors, or personnel of BBB or its subcontractors, as the case may be, to obtain;
7. Executing and completing its Work with due care and diligence and in compliance with all laws in force in the country where the Work is carried out, whether national, provincial, municipal, or otherwise;
8. Preparing all manuals for Operation and Maintenance of [ COUNTRY ] Supplied Equipment;
9. Measuring and collecting all Operating Data from installed Equipment during the Demonstration period;
10. Preparing and submitting necessary documents for tax exemption of Japan Supplied Equipment and acquiring all permits and approvals for such tax exemption from tax authorities and/or related government authorities in [ COUNTRY ]; and
11. Providing assistance and cooperation to BBB in its management and coordination for carrying out Work (including but not limited to preparing and submitting current progress reports on its own Work).
* 3.3 (4) と 3.3 (5)は、実証設備を所謂EPC（設計engineering、調達procurement、建設construction）契約に基づくプラント建設の要領に従って製作するため、助成・委託事業者（BBB）が製作した機器を相手国に輸出し、相手国事業者（AAA）がその機器を輸入してサイトに設置することを想定しています。必要に応じて修正・削除します。
* 3.3 (10) は、相手国における投資優遇税制を利用するための手続きをAAAに求めることを想定しています。こちらも必要に応じて修正・削除します。

3.4 BBB shall be responsible for:

1. Supplying all Japan Supplied Equipment at its own expense to a port in [ CITY/REGION ] or an international airport in [ COUNTRY ] on a CIF (Incoterms 2020) or equivalent basis;
2. Carrying out its Work in accordance with the schedule in Appendix 3 depending on the progress of Work that will be provided and performed by AAA as shown in Appendix 2 and as required under this PA;
3. Executing and completing its Work with due care and diligence and in compliance with all laws in force in the country where the Work is carried out, whether national, provincial, municipal, or otherwise;
4. Preparing and submitting all manuals for the Operation and Maintenance of Japan Supplied Equipment to AAA within the time period mutually agreed upon by AAA and BBB; and
5. Managing and supervising the overall Project with the cooperation of AAA, including but not limited to (a) coordination of overall technical and commercial planning and management of all Work and (b) organization of meetings and the steering committee (defined below) as provided for in Article 4, at which BBB shall act as chairperson. BBB shall also prepare reports on the progress of the Work.

・3.4 (1) は、実際の費用負担、リスク負担に応じて、適切な取引条件に修正します。

3.5 AAA and BBB shall be jointly responsible for reviewing, analyzing, and selecting useful information for the Project from the Operating Data measured and collected by AAA from installed Equipment during the Demonstration period.

3.6 Within a time period mutually agreed on by AAA and BBB after the Effective Date, AAA and BBB shall prepare and agree on a Work schedule showing the order in which they will propose items to be performed and the dates on which it must reasonably be executed.

3.7 If the actual progress of the Project is behind schedule or it becomes apparent that the progress of the Project will fall behind the schedule provided for in Paragraph 3.6, AAA and BBB shall request the other party to prepare and submit a revised schedule taking into account the prevailing circumstances and notify each other of the steps being taken to expedite progress of the Work or any changed period as may otherwise be agreed upon between AAA and BBB. AAA and BBB shall discuss and agree on the steps necessary to complete the Installation and Commissioning of Equipment in accordance with the revised schedule.

3.8 AAA and BBB may each select and employ subcontractors at their own discretion. AAA and BBB shall each submit to the other party a list of subcontractors upon the request of the other party. Notwithstnding employment by either party of subcontractors under this Paragraph 3.8, each party shall remain fully liable for its obligations under this PA and for its own Work, and shall undertake and assume sole responsibility for its subcontractors and shall keep the other party fully indemnified in respect of the same.

# Article 4. Project Manager, Meetings, and Steering Committee

* プロジェクトには多くの不確定な要素があるため、相互に代表者を決め、定期的に状況を共有し、必要な意思決定を行うための会議を規定します。
* 実際の方法は、プロジェクトに合った内容で規定します。

4.1 AAA and BBB shall each designate a Project manager and a deputy Project manager within [ ] days from the date of signing this PA.

4.2 AAA and BBB shall hold regular meetings on the first and the third Tuesday of each month during the term of this PA. The date of a regular meeting may be changed with the consent of both parties via email or in writing. In addition to regular meetings, each party hereto may request the other party to hold a meeting on an “as needed basis.” The meeting participants, purpose, and agenda shall be as follows. The Project manager, deputy Project manager, Site representative (if necessary), or a delegate of each party shall attend the meeting.

1. The purpose of the meeting shall include the following, without limitation:
2. Review the progress of each party’s Work against the schedule in Appendix 3 and the Work schedule prepared pursuant to Paragraphs 3.6 and 3.7, and evaluate each party’s Work;
3. Discuss the action(s) to be taken by each party;
4. Discuss and make decisions on matters related to the Work of each of the parties or the Project as requested by either party;
5. Make decisions regarding detailed specifications for Equipment; and
6. Any other matters as allowed by the chairperson as a topic for discussion.
7. The chairperson of a regular meeting will be the Project manager, deputy Project manager, Site representative, or delegate of BBB.
8. After each meeting, the meeting agenda as well as matters discussed and decisions made shall be recorded in a minutes of meeting, a draft of which will be prepared by BBB. The minutes of meeting will then be agreed and signed by both parties.

4.3 On execution of the PA, the parties shall form a steering committee (hereinafter referred to as “Steering Committee”). Each party shall have its Project manager participate in the Steering Committee and may at any time appoint a temporary or permanent alternate for the Project manager by delivering prior written notice identifying the alternate to the other party. The Project manager (or alternate as the case may be) shall be duly authorized to represent the party and make any decisions which may need to be made at meetings.

4.4 At the request of AAA or whenever BBB deems it necessary to discuss matters relating to the Project, including but not limited to a delay of the schedule and amendment of this PA, BBB shall convene a meeting of the Steering Committee by giving written notice thereof (including an agenda) to AAA no later than [ ] days prior to the scheduled date of the meeting. The place, time, and date of the meeting shall be designated by BBB taking into consideration arrangements that are most convenient for the parties.

4.5 The Project manager or alternate of each party shall attend meetings of the Steering Committee at each party’s cost and expense.

4.6 Any decisions made at a Steering Committee meeting shall require the unanimous agreement of each party’s Project managers or their alternates.

4.7 BBB shall prepare minutes for each meeting of the Steering Committee that record all decisions made. The minutes shall then be signed by the Project manager or alternate of each party attending the meeting within [ ] days.

# Article 5. Insurance

* 相手国事業者（AAA）及び助成・委託事業者（BBB）が、それぞれの負担において、どのような内容の保険に加入するのか具体的に規定します。

5.1 BBB shall, at its own expense, obtain and maintain in effect, or cause to be obtained and maintained, insurance for all Japan Supplied Equipment to a port in [ CITY/REGION ] and/or an international airport in [ COUNTRY ] where the Japan Supplied Equipment is unloaded.

5.2 AAA shall insure all Japan Supplied Equipment to its full replacement value at its own expense until the Expiry Date for all risks during inland transportation in [ COUNTRY ], including during carriage and storage, Installation, and Demonstration. AAA shall ensure that BBB is included as a third party beneficiary for all such insurance.

5.3 AAA shall, at its own expense, obtain and maintain in effect, or cause to be obtained and maintained, insurance (including erection all risk insurance, fire insurance, third party liability insurance, automobile liability insurance, workmen’s compensation, and employer’s liability) for supplies, work, and services that will be provided and performed by AAA in AAA’s scope of Work included in Appendix 2 and as required under this PA.

# Article 6. Taxes and Duties

* 対応が必要な公租公課について、相手国事業者（AAA）と助成・委託事業者（BBB）の役割分担を規定します。
* 特にBBBが供給する実証機器は、実証期間中、BBBが所有（委託の場合、検収後はNEDOが所有）しますので、設置場所の所有者と異なります。通常の商取引ではあまりない設定ですので、税の申告・納付、登記など、必要な手続きを網羅します。

6.1 Each Party shall comply with all tax regulations concerning its scope of Work and obligations under this PA at its own risk and expense and for its own account.

6.2 Each Party shall bear and have sole responsibility for the payment of taxes, customs duties, fees, and/or governmental or regulatory assessments of any nature levied in accordance with its scope of Work and related subcontracts entered into by it, including any personal income taxes levied on any of its or its subcontractors’ personnel. In particular, each Party shall be responsible for preparing and submitting all necessary tax returns and tax payments as legally required in the country or countries in which such Party is doing business.

# Article 7. Installation, Commissioning, Demonstration, Training, and Technical Advice

* プロジェクトの業務分担およびスケジュールに応じて、各業務の進め方を詳細に規定します。
* この参考例は、実証機器を所謂EPC（設計engineering、調達procurement、建設construction）契約に基づくプラント建設の要領に従って、助成・委託事業者（BBB）が製作した実証機器を相手国事業者（AAA）がサイトに設置して運用し、必要なデータを収集することを想定しています。
* 各業務の完了時には、双方で完了したことを確認する Form（証明書など）を発行しますが、Form の内容と発行の条件、その他内容については、プロジェクトの実情に応じて、適宜、追加、修正、削除等します。
* なお、委託事業でNEDOが相手国政府等に資産を譲渡する場合は、その条件として両国事業者による「Performance Verification Completion Certificate」と「Confirmation after Collection and Review of Operating Data」が発行されたことを条件とすることが一般的です。よって、発行に関する規定がNEDOのMOU等の記載と矛盾しないようにNEDOと調整します。

(1) General

7.1 AAA shall be responsible for the Installation, Commissioning, Demonstration, and overall management and administration of Work at the Site in Appendix 2 and as required under this PA. BBB shall provide necessary advice and guidance to AAA for the implementation of the Project.

7.2 AAA and BBB shall each designate one (1) Site representative [ ] weeks in advance of commencing the Installation.

7.3 The Site representative of each party hereto shall deal with technical matters from the time of Installation through the Demonstration of the Equipment. The Site representatives of the parties shall consult with each other amicably concerning specific matters and make arrangements with each other regarding the Work of the Project. In the event a problem arises between AAA and BBB, the Site representatives of both parties shall analyze the cause of the problem and reach a settlement through amicable consultation.

7.4 AAA and BBB shall establish Site regulations setting out rules to be observed during the execution of the Work at the Site and both parties shall comply with such regulations. The Site regulations shall include, but not be limited to, rules regarding security, Work safety, gate control, sanitation, medical care and fire prevention.

(2) Installation

7.5 AAA shall notify BBB of the commencement of the Installation in writing at least [ ] weeks in advance of the starting date.

7.6 AAA shall undertake the Installation pursuant to the advice and guidance of BBB’s Site representative or other personnel designated by BBB.

7.7 AAA shall perform, or cause to be performed, a test to demonstrate whether all the Equipment has been mechanically and structurally installed correctly at the Site in accordance with the Installation drawings as provided in Item 1 of Appendix 1. BBB shall be entitled to attend the test, and AAA shall inform BBB of the schedule for the test at least [ ] weeks before it is conducted.

7.8 Subsequent to the notification provided for in Paragraph 7.7 above, in the event the Site representative, the Project managers or, as the case may be, the deputy Project manager or delegates of AAA and BBB acknowledge that all of the Equipment has been mechanically and structurally installed correctly at the Site in accordance with the Installation drawings provided for in Item 1 of Appendix 1, an “Certificate of Completion of Installation” (Form 1) shall be prepared and signed by the Site representative, the Project managers or, as the case may be, the deputy Project manager or delegate of each party hereto, within [ ] days. If the Certificate of Completion of Installation has not been signed by each Party’s representative mentioned above within [ ] days after such completion of Installation without reasonable ground, the Certificate of Completion of Installation shall be deemed issued by the parties. The date of the Certificate of Completion of Installation shall be deemed to be the date on which the Installation was completed.

(3) Commissioning

7.9 The Commissioning shall commence immediately after the date of the Certificate of Completion of Installation. AAA shall notify BBB of the commencement of the Commissioning and the date thereof without delay and BBB shall be entitled to attend the Commissioning.

7.10 AAA shall perform the Commissioning by conducting the Performance Testing in Item 3-1 of Appendix 1 hereto in accordance with the advice and guidance of BBB’s Site representative, Project manager, or other personnel designated by BBB.

7.11 In the event the functions of the Equipment during the Commissioning conform with the Performance Criteria in item 3-2 of Appendix 1, the Site representative, Project managers or, as the case may be, the deputy Project manager or the delegates of AAA and BBB shall prepare and sign a “Certificate of Completion of Commissioning” (Form 2) within [ ] days. If the Certificate of Completion of Commissioning has not been signed by each Party’s representative mentioned above within [ ] days after such completion of Commissioning without reasonable ground, the Certificate of Completion of Commissioning shall be deemed issued by the parties. The date of the Certificate of Completion of Commissioning shall be deemed to be the date when the Commissioning has been completed.

7.12 In the event all of the Performance Criteria are not satisfied during the Commissioning, the Site representative, the Project managers or, as the case may be, the deputy Project manager or the delegates of AAA and BBB shall jointly analyze the cause and work out a resolution to the problem in accordance with the actual circumstances.

(4) Demonstration

7.13 Subsequent to the date of the Certificate of Completion of Commissioning, AAA shall conduct the Demonstration in accordance with the advice and guidance of personnel designated by BBB. The Project managers of both AAA and BBB shall consult with each other to determine when the Demonstration can commence.

7.14 In the event the Demonstration cannot commence on the scheduled date or once started normal operation cannot be achieved, AAA and BBB shall consult with each other and agree to delay the commencement of the Demonstration. AAA and BBB shall then jointly discuss how to resolve the problem.

7.15 Within [ ] month(s) after receipt of the Certificate of Completion of Commissioning, AAA shall carry out the Performance Verification through the Performance Testing described in Item 3-1 of Appendix 1 based on the Performance Criteria in Item 3-2 of Appendix 1 in accordance with the advice and guidance of personnel designated by BBB. BBB shall be entitled to attend the Performance Verification, and AAA shall inform BBB of the schedule at least [ ] days before it is conducted.

7.16 In the event the Project managers, the Site representatives or, as the case may be, the deputy Project manager or the delegates of AAA and BBB acknowledge that all of the Performance Criteria have been satisfied as a result of AAA’s execution of the Performance Verification as provided in Paragraph 7.15 above, they shall, within [ ] days subsequent to such acknowledgement prepare and sign a “Certificate of Completion of Performance Verification” (Form 3) and Performance Verification report. The date of the Certificate of Completion of Performance Verification shall be deemed to be the date when the Performance Verification has been completed.

7.17 In the event all of the Performance Criteria are not satisfied as a result of AAA’s execution of the Performance Verification as provided in Paragraph 7.15 above, the Project managers of both AAA and BBB shall jointly analyze the cause and deliberate how to resolve the problem based on the actual circumstances.

7.18 During the Demonstration, AAA shall collect Operating Data and submit it to BBB within [ ] days after the date of receipt of BBB's request to do so or the date of the Certificate of Completion of Performance Verification, whichever comes first. BBB shall review and analyze the Operating Data and AAA shall prepare a report on the Operating Data in cooperation with BBB.

7.19 In the event the Project managers or, as the case may be, the deputy Project manager or the delegates of AAA and BBB acknowledge that the report prepared by AAA as provided in Paragraph 7.18 above has been completed in a manner that can be used for the Deployment Activities, they shall, within [ ] days from the completion of the report, prepare and sign a “Confirmation After Collection and Review of Operating Data” (Form 4).

7.20 The Demonstration shall be completed within a period of [ ] months from the date of the Certificate of Completion of Commissioning.

(5) Training and Technical Advice

7.21 BBB shall train personnel of AAA to operate and maintain the Equipment. Details of the training to be provided are in Item 2 of Appendix 1.

7.22 AAA personnel who receive training from BBB shall provide training to other relevant personnel of AAA.

7.23 The nature, contents, and conditions of the training described in Paragraphs 7.21 and 7.22 above shall be separately agreed upon by AAA and BBB.

7.24 BBB shall designate personnel who will provide AAA with technical advice regarding the Work related to the Japan Supplied Equipment at appropriate times during the Installation, Commissioning, and Demonstration as provided in this Article 7. Details regarding this are in Item 2 of Appendix 1.

# Article 8. Operation, Maintenance, and Defect Prevention

* 色々な役割分担が想定されますが、参考例では、実証機器の運転・保守の主体を相手国企業（AAA）としています。

(1) Operation and Maintenance

8.1 AAA shall operate and maintain the Equipment in accordance with the operation manual and maintenance manual to be prepared through discussions between AAA and BBB.

* 8.1は、EPC契約を念頭に運転・保守の主体はAAAとしていますが、プロジェクトの実情に応じて修正します。

8.2 AAA shall use, and have any third party use, the Operation and Maintenance manuals and the contents thereof (including detailed specifications and sources of supply for any part of the Japan Supplied Equipment), only for the purpose of Operation and Maintenance of the Equipment and not for any other purpose.

8.3 In the event AAA engages BBB or any third party or parties designated by BBB for maintenance of the Equipment after the Expiry Date, such maintenance shall be performed under conditions agreed upon by AAA and BBB separately in writing.

(2) Measures against Defects

8.4 AAA and BBB shall, in the event any defect is detected in the Japan Supplied Equipment or the [ COUNTRY ] Supplied Equipment before the date of the Certificate of Completion of Performance Verification, investigate the cause of such a defect and consult amicably to remedy the defect.

8.5 Best efforts shall be made to ensure the remedy of any defect as provided in paragraph 8.4 so that it does not affect the implementation of the Project and the operation of the Equipment. If necessary, the deadline for remedying such a defect shall be discussed and agreed by AAA and BBB.

8.6 In the event that a defect in the Japan Supplied Equipment is caused solely by BBB, BBB shall provide a replacement to AAA. In such a case, BBB shall bear the cost of the Work to remedy the defect, inland transportation in [ COUNTRY ], and any and all taxes, custom duties, and public charges that may be imposed on replacement parts provided by BBB in [ COUNTRY ].

8.7 In the event that a defect in the [ COUNTRY ] Supplied Equipment is caused solely by AAA, AAA shall provide a replacement to the Site. In such a case, AAA shall bear the cost of the Work to remedy the defect, inland transportation in [ COUNTRY ], and any and all taxes, and public charges that may be imposed on replacement parts provided by AAA in [ COUNTRY ].

8.8 Unless expressly provided for in Paragraphs 8.4, 8.5, and 8.6, in no event shall BBB assume any responsibility for eliminating any and all defects as well as providing replacement parts for defective parts in Equipment. In no event shall BBB be required to compensate AAA for any loss or damage caused by BBB and/or any third party in connection with or as a result of defects in Japan Supplied Equipment or Equipment.

# Article 9. Responsibility and Limitation of Liability

* 損害賠償および責任の範囲を規定しています。
* 参考例では、9.3 の責任限度額を[ ]に定めて、損害賠償額が青天井になることを防いでいますが、プロジェクトに応じて検討します。

9.1 Except to the extent otherwise provided in Paragraphs 3.2, and Paragraphs 14.3 and 14.4 (Effect of Termination), neither party shall make a claim for compensation against the other party in the event of any property damage, injury, or loss of life due to an accident, natural calamity, or any reason other than willful misconduct or gross negligence of the other party.

9.2 Compensation claimed by one party against the other party shall be limited to the actual damages incurred or paid by the affected party. In no event shall AAA or BBB be liable for any indirect, special, incidental, or consequential loss or damage, including, but not limited to, loss of revenue or profit, loss of production, loss of business reputation or opportunities, compensation for idle or waiting time of workers and supervisors, or re-mobilization costs and expenses.

9.3 In no event shall either party’s liability exceed [ ] as the aggregate amount of all damages.

# Article 10. Intellectual Property

* 知的財産の取扱を規定します。
* 参考例では、相手国事業者（AAA）と助成・委託事業者（BBB）のいずれか一方が開発した知的財産の権利は開発した者に帰属し、共同で開発した知的財産は共有するという、一般的な規定の仕方になっています。
* 知的財産を伴わないプロジェクトもあり得るため、プロジェクトごとに検討します。

10.1 All Background IP shall continue to be owned by the party that owned such Background IP as of the Effective Date.

10.2 All Project IP solely developed by AAA independently of any of BBB’s Background IP and/or BBB’s Technology shall be solely owned by AAA.

10.3 All Project IP other than Project IP as stipulated in Paragraph 10.2 above shall be solely owned by BBB.

10.4 Other Intellectual Property shall be treated as follows:

 (1) Other Intellectual Property solely developed by AAA shall be solely owned by AAA.

 (2) Other Intellectual Property solely developed by BBB shall be solely owned by BBB.

 (3) Other Intellectual Property jointly developed by both AAA and BBB shall be jointly owned by AAA and BBB. Each party has the right to use and the right to license jointly-owned Other Intellectual Property to any third party for any purpose without obtaining any consent from, paying compensation to, or otherwise accounting to the other party.

10.5 Subject to the licensing terms and conditions set out in Item 4 of Appendix 1, BBB shall grant AAA a non-exclusive license and rights, without the right to grant a sub-license, to use BBB’s Background IP and Technology for the Japan Supplied Equipment installed at the Project Site throughout the Demonstration period.

# Article 11. Confidentiality and Publication of Results

* 秘密保持、および成果の公表に関して規定します。
* 秘密保持期間についてはPAの有効期間が満了した後も一定期間、秘密保持を規定しています。この期間についても、プロジェクトに応じて検討します。
* プロジェクトで個人情報を取り扱う場合は、本条項または別の文書で必要事項を取り決めます。

(1) Confidentiality

11.1 In the event that either AAA or BBB (the “disclosing party”) discloses Confidential Information to the other party (the “receiving party”), the disclosing party shall specifically identify in writing to the receiving party that such information is confidential.

11.2 The receiving party shall keep secret and shall not disclose or make available Confidential Information to any third party without the prior written approval of the disclosing party.

11.3 The receiving party shall use Confidential Information only for the purpose of the Project, including Deployment Activities, and for no other purpose.

11.4 The obligations under Paragraphs 11.2 and 11.3 above shall not apply to Confidential Information that:

(a) is already owned by the receiving party prior to disclosure by the disclosing party; or

(b) is known to the public prior to disclosure by the disclosing party; or

(c) becomes known to the public through no fault of the receiving party following disclosure by the disclosing party; or

(d) is evidently shown to be rightfully received from a third party under no obligation of confidentiality, in compliance with this PA; or

(e) is disclosed pursuant to a requirement or request by the operation of law.

11.5 The obligations under Paragraphs 11.2 and 11.3 above shall be valid during the term of this PA and for a period of [ ] years after the Expiry Date.

(2) Publication of Results

11.6 Notwithstanding Paragraphs 11.2 and 11.3 above, Operating Data collected during the Demonstration period shall be utilized by both AAA and BBB for Deployment Activities and, to the extent necessary for undertaking Deployment Activities, may be made public.

11.7 AAA and/or BBB may issue or publish any type of media, news, or public relations releases related to the operation of the Equipment installed at the Site by posting articles on their internet website or by any other means with the prior written consent of the other party in accordance with this PA.

# Article 12. Force Majeure

* 不可抗力事由にはどんなものがあるか、不可抗力事由が発生したときにどうするか、という不可抗力に関する事項を取り決めます。
* 台風や戦争など、相手国事業者（AAA）と助成・委託事業者（BBB）のどちらにも責任のない事由によって契約（PA）が履行できない状況になることを不可抗力事由の発生といいます。日本法では、過失責任の原則により、不可抗力事由が発生した場合、これが債務者の責めに帰すことができない事由に該当する限り、当事者は不可能になった債務の履行を免れることになっています。また、英米法の場合には、契約の履行が不可能もしくは困難、または契約の目的が達成不能となる事態等が発生したときは、これをfrustrationやimpracticabilityとして、債務者を免責することになっています。
* しかしながら、実際には日本法でも英米法でもどのような事由により債務の履行が免除されるのかが争点となるケースがあります。そこで、何をもって不可抗力事由とするかを予め当事者間で明確に取り決めておくことが重要となります。
* 台風、暴風雨、洪水等の自然災害や、戦争、暴動、内乱等の非常事態は、不可抗力事由の典型例とされるほか、法令の変更、政府による規則・命令等も一般的な事例として挙げられます。この他にも個別具体的事由を不可抗力事由として規定しておく必要があるかどうかはプロジェクトの実態に応じて判断します。
* 参考例では、不可抗力事由が発生したことの通知期間[12.2]を[ ]日、継続する期間[12.4]を[ ]月と規定していますが、プロジェクトごとに検討します。

12.1 In the event that either AAA or BBB is unable to implement Work for the Project due to war, port blockade, internal disturbance, strike, serious flood, typhoon, earthquake, fire, or the act, order, instruction, guidance or the like of government, governmental subdivision, agency or other cause considered as force majeure, the Work implementation period shall be extended. The period of extension shall correspond to the duration affected by such occurrence.

12.2 The party affected by a state of force majeure shall notify the other party of the circumstances of the force majeure by facsimile or email within [ ] days. The party receiving notice shall not be entitled to file any claim for losses incurred.

12.3 In the event the state of force majeure ceases or the cause of impediment is removed, the party affected by the state of force majeure shall promptly notify the other party by facsimile or email and confirm the fact by registered airmail.

12.4 In the event a state of force majeure continues for a period exceeding [ ] months, AAA and BBB shall consult with each regarding how to cope with the situation.

12.5 In the event that the implementation of Work is affected by a state of force majeure, the Work shall be resumed and continued immediately after the state of force majeure ceases.

# Article 13. Governing Law and Settlement of Disputes

* 相手国事業者（AAA）と助成・委託事業者（BBB）の間に紛争が生じた場合の準拠法と解決方法を規定します。
* 参考例では、準拠法を日本法とし、解決方法は①当事者間の友好協議、②NEDOとMOU締結先の協議、③日本商事仲裁協会における仲裁（法的手段）、の順としていますが、BBB自身が対応できる方法やAAAの要望等を踏まえて、最終的な解決方法として必ず何らかの法的手段を規定します。

13.1 The parties agree that this PA shall be governed and construed under the laws of Japan without reference to the principles of conflict of laws.

13.2 In the event of a dispute regarding the implementation of the Project or in connection with this PA, AAA and BBB shall enter into amicable consultation and settle the dispute.

13.3 In the event consultation between AAA and BBB does not result in a settlement within [ ] months after the dispute occurs, BBB shall entrust settlement of the dispute to NEDO and AAA shall do the same to ZZZ.

13.4 If the dispute remains unresolved within [ ] months after entrustment of the dispute by either party to NEDO or ZZZ (as applicable), then the parties both agree that the dispute shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The language of the arbitration shall be in English, and the arbitral award shall be final and binding upon the parties. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for an order for lawful preservation or conservatory measures, including interim injunctive relief (whether prohibitory or mandatory) in cases of due urgency only.

# Article 14. Effective Date, Termination, Etc.

* 本PAの発効日、終了、および解除の手順を規定します。
* 終了または解除の後に関する取り決め、終了および解除後においても効力を持たせる残存条項について規定します。

14.1 This PA shall come into effect on MONTH DAY, 20XX and terminate on the earlier of the MONTH DAY, 20XX or termination of the MOU unless terminated in accordance with Paragraph 14.2 hereof.

14.2 This PA may be terminated:

(1) by either party hereto if the other party commits a material breach of any term of this PA in which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [ ] days after being notified in writing to do so;

(2) by either party hereto if the other party is adjudicated a bankrupt, makes an assignment for the benefit of creditors, takes advantage of any insolvency act, or is the subject of a case for reorganization or liquidation under any law;

(3) by BBB if BBB’s grant from NEDO for the Project is terminated by NEDO. BBB shall inform AAA as soon as reasonably practical regarding termination after receiving notice of such termination from NEDO.

 In case BBB is the terminating party pursuant to subparagraph (1), (2) or (3) of this Paragraph 14.2, BBB may by notice terminate this PA immediately.

 In case AAA is the terminating party pursuant to subparagraph (1) or (2) of this Paragraph 14.2, AAA may by notice terminate this PA immediately.

* 14.2 (3) について、委託事業の場合の例は以下のとおり。

“by BBB if the agreement between NEDO and BBB for the Project is terminated by NEDO. In such case BBB shall inform AAA as soon as reasonably practical regarding termination after receiving notice of such termination from NEDO.”

14.3 After a notice of termination under Paragraph 14.2 has taken effect, BBB shall promptly:

 (1) cease all Work except for such Work as may be reasonably requested by AAA to ensure safety of the Equipment,

 (2) leave the Site, and

 (3) if the full amount of the cost of BBB’s Work is paid by AAA pursuant to sub-paragraph (4) of Paragraph 14.4, to the extent legally possible, assign to AAA all rights, title and interest of BBB in and to the Japan Supplied Equipment that has already been manufactured or procured.

14.4 After a notice of termination under Paragraph 14.2 has taken effect, AAA shall promptly:

 (1) cease all further Work except for such Work as may be reasonably requested by BBB for safety of the Equipment,

 (2) return technical drawings and documents relating to the Japan Supplied Equipment provided by BBB to AAA,

 (3) remove all Japan Supplied Equipment from the Site, except as necessary for safety, and return all Japan Supplied Equipment to a place designated by BBB., and

 (4) if requested by BBB, pay to BBB the amount equal to the cost incurred by BBB for its Work relating to all of the Japan Supplied Equipment (only in case of termination by BBB under subparagraph (1) or (2) of Paragraph 14.2).

14.5 Notwithstanding the term of validity of this PA, the stipulations under Paragraphs 10.1 to 10.5 (Intellectual Property), Paragraphs 11.1 to 11.5 (Confidentiality), Paragraphs 11.6 and 11.7 (Publication of Results), Paragraphs 13.1 to 13.4 (Governing Law and Settlement of Disputes) and Paragraphs 14.3 and 14.4 (Termination) shall survive after expiration or termination.

14.6 Neither AAA nor BBB may transfer any right or liability under this PA to a third party without first obtaining the written consent of the other party.

14.7 Neither AAA nor BBB shall assume any obligations or liabilities in relation to this PA after the term of this PA, with the exceptions of the obligations and liabilities provided for in Paragraphs 14.5 and 14.6.

# Article 15. Legal Addresses, Notices, and Communications

* 相手国事業者（AAA）および助成・委託事業者（BBB）の所在、通知および連絡に関して規定します。

1) Legal Addresses

15.1 The principle offices of AAA and BBB are as follows:

[ AAA ] Name: AAA Corporation

Address: [ ADDRESS ], [ COUNTRY ]

Telephone: +xx-xxxx-xxxx

Email: xxx.xxxx@xxx.xx.xx

Facsimile: +xx-xxxx-xxxx

[ BBB ] Name: BBB Corporation

Address: [ ADDRESS ], Japan

Telephone: +81-x-xxxx-xxxx

Email: xxx.xxxx@xxx.xx.xx

Facsimile: +81-x-xxxx-xxxx

2) Notices

15.2 All notices to be given under this PA shall be sent to AAA or BBB, as the case may be, at the addresses set forth below or such other addresses as is notified pursuant to Paragraph 15.3 below.

To AAA:

AAA Corporation

[ ADDRESS ], [ COUNTRY ]

Telephone: +xx-xxxxxxx

Email: xxx.xxxx@xxx.xx.xx

Facsimile: +xx-xxxxxxxx

Attention: Manager, [ xxxxxxxx ] Department

To BBB:

BBB Corporation

[ADDRESS], Japan

Telephone: +xx-xxxxxxx

Email: xxx.xxxx@xxx.xx.xx

Facsimile: +xx-xxxxxxx

Attention: Manager, [ xxxxxxxx ] Department

3) Communications

15.3 Communications between AAA and BBB shall be conducted in English by airmail post, facsimile, and email. AAA and BBB shall each designate a representative for communication purposes and communications shall be addressed to such representatives. The initial representative of each party for such purposes is as set forth in Paragraph 15.2. In the event that either party changes its representative, this shall be made known to the other party without delay.

IN WITNESS WHEREOF, the parties hereto have affixed their signature to two (2) copies of this PA and　each party retaining a copy thereof.

For: AAA Incorporated For: BBB Corporation

By: By:

Name: Name:

Title: Title:

# Form 1

Certificate of Completion of Installation

* 各代表者は、実証機器がサイトに据え付けられたことを確認し「据付完了証明書」に署名します。

Pursuant to Paragraph 7.8 of the Project Agreement entered into by AAA Incorporated (hereinafter referred to as “AAA”) and BBB Corporation (hereinafter referred to as “BBB”) on MONTH DAY, 20XX, for the Demonstration Concerning the Equipment for the ABC Project at the Site, it is hereby confirmed by the undersigned representatives of AAA and BBB that Installation was satisfactorily completed on the date indicated below.

Date of completion of Installation:

Representative of AAA Incorporated Representative of BBB Corporation

# Form 2

Certificate of Completion of Commissioning

* 各代表者は、実証設備の機能が性能基準に適合していることを確認し「試運転完了証明書」に署名します。

Pursuant to Paragraph 7.11 of the Project Agreement entered into by AAA Incorporated (hereinafter referred to as “AAA”) and BBB Corporation (hereinafter referred to as “BBB”) on MONTH DAY, 20XX, for the Demonstration Concerning the Equipment for the ABC Project at the Site, it is hereby confirmed by the undersigned representatives of AAA and BBB that Commissioning was satisfactorily completed on the date specified below.

Date of completion of Commissioning:

Representative of ［AAA Incorporated］ Representative of ［BBB Corporation］

# Form 3

Certificate of Completion of Performance Verification

* 各代表者は、相手国事業者（AAA）による性能確認の結果、対象となる全ての性能基準が満たされたことについて、性能確認報告書と共に、「性能確認完了証明書」に署名します。

Pursuant to Paragraph 7.16 of the Project Agreement entered into by AAA Incorporated (hereinafter referred to as “AAA”) and BBB Corporation (hereinafter referred to as “BBB”) on MONTH DAY, 20XX, for the Demonstration Concerning the Equipment for the ABC Project at the Site, it is hereby confirmed by the undersigned representatives of AAA and BBB that Performance Verification was satisfactorily completed and the Performance Criteria was satisfactorily attained on the date specified below.

Date of confirmation of Performance Verification:

Representative of ［AAA Incorporated］ Representative of ［BBB Corporation］

# Form 4

Confirmation After Collection and Review of Operating Data

* 各代表者は、運転データに関する相手国事業者（AAA）の報告書が普及活動に使用できる方法で完成したら、「運転データの収集・評価確認書」に署名します。

Pursuant to Paragraph 7.19 of the Project Agreement entered into by AAA Incorporated (hereinafter referred to as “AAA”) and BBB Corporation (hereinafter referred to as “BBB”) on MONTH DAY, 20XX, for the Demonstration Concerning the Equipment for the ABC Project at the Site, it is hereby confirmed that Operating Data has been submitted to ［ZZZ］ by AAA and reviewed and analyzed by BBB and that a report has been completed by AAA based on the Operating Data. The report attached hereto can be disclosed in a seminar held as part of Deployment Activities.

Date of confirmation of

collection and review of Operating Data:

Representative of ［AAA Incorporated］ Representative of　[ BBB Corporation］

技術仕様書

# Appendix 1

**Technical Specifications**

**FOR**

**THE ABC PROJECT**

**EQUIPMENT**

 **APPENDIX TO PROJECT AGREEMENT**

**MONTH DAY, 2021**

 **[ COUNTRY ]: AAA Corporation**

 **JAPAN: BBB Corporation**

* 参考例では、技術仕様書をPAに添付しています。
* 内容はプロジェクトごとに異なるため、実態に応じて個別具体的に検討し、規定します。

(Appendix 1)

TECHNICAL SPECIFICATIONS

FOR

THE ABC PROJECT

EQUIPMENT

Contents

 1. Description of Equipment

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第１条　設備機器解説

1. 一覧図
2. 配置図
3. 機器リスト

第２条　訓練および技術的助言

第３条　試験

1. 性能試験
2. 性能基準

第４条　使用許可諸条件

第５条　単位、記号および基準

第６条　調達先リスト

(Appendix 1)

1. Description of Equipment

1-1 Diagram of Equipment



※ この一覧図は架空のシステムを想定して例示したものです。PA作成の際には、実証設備の実情を反映したものを記載してください。

(Appendix 1)

1-2 Layout Plan for Equipment



※ この配置図は架空の実証設備を想定して例示したものです。PA作成の際には、実証設備の実情を反映したものを記載してください。

1-3 Equipment List

1-3-1 Japan Supplied Equipment

|  |  |  |  |
| --- | --- | --- | --- |
|  | Specifications | Quantity | Owner During Demonstration Period |
| Controller | BBB |  | BBB |
| System |  |  | BBB |
| Subsystem 1 |  |  | BBB |
| Subsystem 2 |  |  | BBB |
| Subsystem 3 |  |  | BBB |
| Network Device |  |  | BBB |

1-3-2 [ COUNTRY ] Supplied Equipment

|  |  |  |  |
| --- | --- | --- | --- |
|  | Specifications | Quantity | Owner During Demonstration Period |
| Network |  |  | CCC and/or AAA |
| Building 1 |  |  | CCC and/or AAA  |
| Building 2 |  |  | CCC and/or AAA  |
| Building 3 |  |  | CCC and/or AAA  |
| Control Center |  |  | CCC and/or AAA  |

※ このリストは架空のシステムを想定して例示したものです。PA作成の際には、システムの実情を反映したものを記載してください。

 (Appendix 1)

2. Training and Technical Advice

 Training and Technical Advice from BBB to AAA

 System training:

 Operation training: [ Month, Year ]

 Maintenance training: [ Month, Year ]

 Subsystem training:

 Operation training: [ Month, Year ]

 Maintenance training: [ Month, Year ]

 Controller and device

 training:

 Operation training: [ Month, Year ]

 Maintenance training: [ Month, Year ]

 Designation of personnel for training: [ Name ] and [ Name ] of BBB

※ 上記は架空のシステムを想定して例示したものです。PA作成の際には、システムの実情を反映したものを記載してください。以下の各項目も同様です。

(Appendix 1)

3. Testing

3-1 Performance Testing

[Month, Year] (Tentative)

If the performance criteria in 3-2. (below) are satisfied, a Certificate of Completion of Performance Verification (Form 3) shall be signed.

3-2. Performance Criteria

 Parameter Condition

 [ 1 ] More than [ value ]

 [ 2 ] More than [ value ]

 [ 3 ] Less than [ value ]

 [ 4 ] From [ value ] to [ value ]

 [ 5 ] From [ value ] to [ value ]

 [ 6 ] More than [ value ]

 [ 7 ] Less than [ value ]

 [ 8 ] Not detected

4. Licensing Terms and Conditions

 Software license granted to AAA for use.

 Conditions: To be submitted later

5. Units, Codes, and Standards

 Weight: gram

 Length: meter

 Capacity: liter

 Temperature: degree Centigrade

 Rate: percent

 Force: newton

 Language: English

6. Vendor List

 Device A: [ ] Company

 Device B: [ ] Company

 Device C: [ ] Company

 Component D: [ ] Company

 Component E: [ ] Company

 Network device: [ ] Company

業務分担、費用負担および業務の実施

# Appendix 2

**LIST OF WORK ITEMS AND WORK SHARING**

* 明確に規定しないと揉める原因になるため、実際はより詳細な事項を規定します。

1. Work Items

1. Surveys required for the work set out in Items b. to h. below
2. Basic planning, engineering, and design of Equipment
3. Manufacturing, procurement, and transportation of Equipment
4. Civil work, construction, and installation of Equipment
5. Commissioning of Equipment
6. Training of AAA’s operation and maintenance personnel
7. Demonstration of Equipment
8. Deployment activity

2. Work Sharing

E: Execution C: Cooperation/support

|  |  |  |  |
| --- | --- | --- | --- |
| Work Items | AAA | BBB | Remarks |
| 1. Surveys | C | E |  |
| 2. Basic planning, engineering, and design (1) Basic planning (2) Engineering (3) Design | CCC | EEE |  |
| 3. Manufacturing, procurement, and transportation (1) Manufacturing (2) Procurement (3) Transportation | C C E | EEE |  |
| 4. Civil work, construction, and installation (1) Civil work (2) Construction (3) Installation | EEE | CCC |  |
| 5. Commissioning | E | E |  |
| 6. Training | E | E |  |
| 7. Demonstration | E | C |  |
| 8. Deployment activity | E | C |  |

# Appendix 3

**MASTER SCHEDULE**

* 揉める原因とならないよう、プロジェクトに応じた適切な粒度でスケジュールを記載します。