

## Joint Patent Application Agreement

The University of Electro-Communications (hereinafter, “UEC”) and ○○○○ (hereinafter, “Partner”) hereby agree as follows concerning the joint application by the two parties for a patent on the following invention (hereinafter, “Invention”), pursuant to the Joint Research Agreement executed on MM/DD/YY (Research title: “○○○○○○○○”).

Invention covered by this Agreement: “\_\_\_\_\_”

UEC administration number: \_\_\_\_\_

Partner administration number: \_\_\_\_\_

### Article 1. Ownership Ratios

UEC and Partner shall jointly own the right to obtain patents and the patent rights so obtained (hereinafter, the “Patent Rights”), and their respective ownership ratios shall be XX percent for UEC and YY percent for Partner.

### Article 2. Procedures

UEC (Partner) shall file a patent application for the Invention and take the necessary procedures for the maintenance and preservation of the Patent Rights; provided, however, that UEC (Partner) shall consult with Partner (UEC) in advance and Partner (UEC) shall cooperate in filing a request for a patent examination, application withdrawal, response to application rejection, abandonment rights, or when otherwise deemed appropriate to consult with each other prior to a procedure.

### Article 3. Expenses

Partner shall pay the expenses required for the procedures set forth in the preceding article (including patent attorney fees) and patent fees relating to the Patent Rights.

### Article 4. Notifications

Partner (UEC) shall without delay notify UEC (Partner) of any progress in the procedures set forth in Article 2.

### Article 5. Transfer of Rights by UEC and Licensing

1. Partner’s prior consent shall be required if UEC wishes to transfer to a third party all or part of the Patent Rights or to license the Patent Rights.
2. Partner shall respond to UEC’s request for consent in the preceding clause within 30 days from the date of the request. If there is no response from Partner, it shall be deemed as Partner’s granting of consent to UEC.

3. If Partner refuses to give consent to the aforementioned request by UEC, UEC and Partner shall enter into consultation concerning the handling of the Patent Rights.

#### Article 6. Licensing by Partner

Partner or a subsidiary of Partner under the Companies Act (hereinafter, “Subsidiary of Partner”) may utilize the Invention, and Partner may license the Patent Rights to a third party.

#### Article 7. Licensing Fees

The licensing fees received when the Patent Rights are licensed to a third party shall be distributed between UEC and Partner according to their respective ownership ratios of the licensed intellectual property rights, after subtracting the expenses required for negotiations, etc. and the expenses borne by Partner for the UEC ownership ratio pursuant to Article 3.

#### Article 8. Transfer of Rights to the Other Party

When UEC or Partner wishes to transfer its portion of the rights to the other party, the two parties shall enter into consultation concerning the management of such transfer.

#### Article 9. Confidentiality

1. UEC and Partner shall not leak to a third party the technical or trade secrets of the other party obtained in connection with the Invention.
2. UEC and Partner shall keep the information concerning the Invention in strict confidence and shall not announce or leak it to a third party, except when the patent application has been published or the patent has been registered, or when agreement is reached by UEC and Partner through mutual consultation.

#### Article 10. Applicability

Each of the provisions of this Agreement shall apply mutatis mutandis to cases when the patent application concerning the Invention is split or changed, or when a domestic priority application or foreign application is made.

#### Article 11. Term of Agreement

This Agreement shall be in effect from the date of patent application concerning the Invention until the expiration date of the Patent Rights; provided, however, that the Agreement shall terminate on the same day as a final decision to reject the patent application is made, a trial decision to reject the patent application becomes final and binding, or a decision is made that the Patent Rights are to be invalidated.

Article 12. Consultation

If any questions arise regarding matters not stipulated in this Agreement or regarding the interpretation of its provisions, UEC and Partner shall resolve such questions through mutual consultation in good faith.

Article 13. Jurisdiction

Any dispute arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each party shall keep one original.

MM/DD/YY

UEC:

AA ZZ

Member of the Board of Directors  
(General Affairs)

The University of Electro-Communications  
1-5-1 Chofugaoka, Chofu-shi, Tokyo, Japan

Partner:

PP QQ

(title)

Contract Manager

(organization)

(address)