

## Joint Research Agreement

(Table of agreement terms)

1. Parties to agreement	UEC	The University of Electro-Communications		
	Partner			
2. Title of research				
3. Description of research				
4. Research period	From MM/DD/YY to MM/DD/YY			
5. Researchers (Asterisk indicates principal investigator.)		Name	Title and organization	Visiting research
	UEC	*		
	Partner	*		Yes/No
6. Research expense burden		Direct expenses (UEC expenses for conducting the research)	Indirect expenses (UEC expenses for management, etc.; equivalent to 10 percent of UEC direct expenses)	Joint researcher fees (When researcher is accepted 432,000 yen per person annually)
		yen	yen	yen
	Partner	Total yen (including consumption tax) (Any cost shall be paid in Japanese “yen”, not “dollar”)		
7. Know-how confidentiality period		From the date the know-how was identified until two years after completion or early termination of the joint research		
8. Continuation of confidentiality obligation		From the date the joint research started until two years after completion or early termination of the research		

UEC and Partner, the parties to the agreement in item 1 of the above table of agreement terms, in order to implement the joint research described in the above agreement terms (hereinafter, “Joint Research”), enter into a Joint Research Agreement in accordance with each of the following provisions (hereinafter, “Agreement”), and in witness to the concluding of this Agreement, the parties shall prepare two copies with each party retaining one copy.

MM/DD/YY

(UEC) Fumiharu Kawanaka Member of the Board of Directors (General and Financial Affairs) The University of Electro-Communications 1-5-1 Chofugaoka, Chofu-shi, Tokyo, Japan	(Partner) (Name) (Title) (Organization) (Address)
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## Article 1. Definitions

1. The definitions of terms used in this Agreement shall be as provided in the applicable items below.
  - (1) “Research Results” shall mean matters obtained based on this Agreement, namely, the inventions, utility models, designs, works, know-how, and other technical results relating to the purpose of the Joint Research, established as results in the results report stipulated in Article 18.
  - (2) “Intellectual Property Right(s)” shall mean the following.
    - (i) Patent rights, utility model rights, design rights, trademark rights, layout design exploitation rights for semiconductor integrated circuits, breeder’s rights as stipulated in the Plant Variety Protection and Seed Act, and the right to register each of these rights, as well as rights outside Japan equivalent to each of these rights (hereinafter referred to collectively as “Patent Rights”)
    - (ii) As stipulated in the Japanese Copyright Act, the copyrights to computer program works, as well as specifications and other documents attached to computer program works, and the copyrights to database works (hereinafter referred to collectively as “Program Works”), as well as rights outside Japan equivalent to each of these rights
    - (iii) know-how protected under Article 2 (6) of the Unfair Competition Prevention Act concerning the useful technical information identified in Article 15 and managed as secrets (hereinafter, “Know-how”)
2. “Invention(s)” in this Agreement shall refer to inventions when covered by patent rights; to utility models when covered by utility model rights; to creations when covered by design rights, trademark rights, layout design exploitation rights, and copyrights; to breeding when covered by breeder’s rights; and to devices in the case of Know-how.
3. The “exercising” of an Intellectual Property Right in this Agreement shall mean the acts stipulated in Article 2 (3) of the Patent Act, Article 2 (3) of the Utility Model Act, Article 2 (3) of the Design Act, Article 2 (3) of the Trademark Act, Article 2 (3) of the Act on the Circuit Layout of Semiconductor Integrated Circuits, and Article 2 (5) of the Plant Variety Protection and Seed Act, as well as the act of exploiting the works stipulated in the Copyright Act and of using Program Works, and the use of Know-how.

## Article 2. Researchers

1. The researchers involved in the Joint Research by UEC and Partner shall be the persons indicated in item 5 of the above table of agreement terms (hereinafter, “Researchers”), of which the Researchers from Partner who are to be engaged in this Joint Research in the facilities of UEC shall be accepted by UEC as private entity joint researchers (hereinafter, “Joint Researchers”). In such a case, Partner shall pay a research fee to UEC for accepting the Joint Researchers

(hereinafter, “Joint Researcher Fees”).

2. When wishing to add new Researchers to the Joint Research, UEC and Partner shall notify the other party in advance in writing, etc. (including electronic documents that remain as a record, hereinafter the same).

#### Article 3. Research Collaborators

1. In carrying out the Joint Research, if UEC or Partner needs to obtain the cooperation of persons other than the Researchers stipulated in the preceding Article, each party may have such persons participate in the Joint Research as research collaborators upon obtaining the other party’s consent.
2. In the case stipulated in the preceding clause, UEC or Partner shall require the person enlisted as a research collaborator to observe the provisions of this Agreement.
3. When a research collaborator produces an Invention as a result of the Joint Research, the provisions of Article 11 and Article 13 shall apply mutatis mutandis.

#### Article 4. Research Expense Burden

1. UEC and Partner shall provide their own facilities and equipment for use in the Joint Research and shall each bear the operating expenses, etc. necessary for maintenance and management of their respective facilities and equipment.
2. Partner shall bear responsibility for the raw materials expenses, personnel expenses, travel expenses, miscellaneous expenses, outsourcing expenses, and other direct expenses, indirect expenses, and Joint Researcher Fees necessary for UEC to conduct the Joint Research provided in item 6 of the above table of agreement terms (hereinafter, “Research Expenses”).
3. The amount of the indirect expenses shall be equivalent to 10 percent of the direct expenses.
4. The Joint Researcher Fees shall be 432,000 yen per year per Joint Researcher; provided, however, that the Joint Researcher Fees shall not be calculated on monthly pro-rata basis.

#### Article 5. Payment of Research Expenses

1. Based on the invoice issued by the UEC person responsible for finance, Partner shall pay the Research Expenses by the last day of the month following the invoice issuance date (hereinafter, “Payment Deadline”). Partner shall bear the transfer handling charge.
2. If Partner fails to pay the Research Expenses under the preceding clause by the Payment Deadline, Partner shall pay late fees on the unpaid amount calculated at a 5 percent annual rate prorated based on the number of days from the day following the Payment Deadline up to the date of payment.

#### Article 6. Accounting

Accounting of Research Expenses shall be performed by UEC.

#### Article 7. Ownership of Equipment Acquired with Research Expenses

Equipment acquired with Research Expenses shall belong to UEC.

#### Article 8. Provision of Facilities and Equipment

1. With Partner's consent, UEC may receive from Partner, free of charge, Partner's equipment for use in the Joint Research. UEC shall manage the equipment received from Partner with the due care of a prudent manager, from the time its installation is completed until the work of returning it begins.
2. Partner shall bear the expenses of delivering and installing the equipment stipulated in the preceding clause.

#### Article 9. Early Termination of Research or Extension of Research Period

1. In the case of a natural disaster or other unavoidable circumstances arising in the course of the research for which neither UEC nor Partner is responsible, the parties may discuss and terminate the Joint Research or extend the research period.
2. If there are unused direct expenses in the case of early termination of the Joint Research as set forth in the preceding clause, Partner shall be able to request UEC to return the unused direct expenses. In such case, UEC shall comply with such request for return from Partner.
3. If the research period of the Joint Research is extended as set forth in clause 1 and as a result, the Research Expenses may fall short, UEC shall promptly notify Partner in writing, etc. In such a case, Partner shall determine in consultation with UEC whether Partner will make up the shortage of expenses; provided, however, that Partner shall in any case be responsible for the Joint Researcher Fees.

#### Article 10. Return of Provided Items

When the Joint Research is completed or terminated early, UEC shall return to Partner the equipment received from Partner as per the provision of Article 8, clause 1, in the condition that it was at the time the Joint Research was completed or terminated early. In such a case, Partner shall bear the expenses of removing and transporting the equipment, etc.

#### Article 11. Application for Intellectual Property Rights

1. If Inventions are made in the course of the Joint Research, UEC or Partner shall promptly notify the other party.
2. If a Researcher of UEC or Partner produces an Invention independently as a result of the Joint Research, such Invention shall belong to UEC or Partner exclusively and the respective party may make an application independently. In such a case, prior to making an application for Intellectual Property Rights for the Invention, advance confirmation shall be obtained from the other party that it is an independent invention.
3. If the Researchers of UEC and Partner produce an Invention jointly as a result of the Joint Research, the rights shall belong to UEC and Partner jointly or to one or the other as granted in consultation between the parties.
4. If the rights are to be shared by UEC and Partner pursuant to the provision in the preceding clause, the parties shall decide the respective ownership ratios, conclude a Joint Patent Application Agreement, and make a joint application. The licensing fees received when the Intellectual Property Rights shared by UEC and Partner are licensed to a third party shall be distributed between UEC and Partner according to their respective ownership ratios of the licensed intellectual property, after subtracting the expenses required for negotiations or other procedures.
5. When rights are granted to either UEC or Partner pursuant to the provisions of the preceding clause 3, the parties shall determine a transfer price and conclude a Transfer Agreement.
6. Notwithstanding the preceding clauses, the handling of Program Works shall be as prescribed in Article 13.

#### Article 12. Foreign Application

The provisions of the preceding Article shall apply also to the handling of Patent Rights on Inventions outside Japan.

#### Article 13. Handling of Program Works

1. When Program Works that are Research Results are divided into multiple program units, program copyrights shall be established for each program unit.
2. The copyright on Program Works that are Research Results shall be as follows.
  - (1) The copyright on Program Works that were created only by the Researchers and research collaborators of UEC shall belong to UEC, and the copyright on Program Works created only by the Researchers and research collaborators of Partner shall belong to Partner.
  - (2) The copyright on Program Works other than (1) above shall be shared by UEC and Partner, and the ownership ratios of UEC and Partner shall be determined in consultation between the

two parties based on the respective contributions of the Researchers of UEC and Partner to the creation of the work (hereinafter, “Jointly Owned Work”).

3. No later than the time that the results report stipulated in Article 18 is completed, UEC and Partner shall consult each other regarding the ownership of copyrights on Program Works that are Research Results as set forth in clause 2 of this Article, and shall obtain confirmation from the other party regarding ownership.
4. While observing the confidentiality obligations under Article 17, UEC and Partner may use, duplicate, and modify without charge the Jointly Owned Work as long as the purpose is for their own research use. The same shall apply to Program Works after they have been modified.
5. When Partner wishes to exclusively exercise copyrights on Jointly Owned Works and on Program Works after they have been modified as per the preceding clause (hereinafter “Modified Work(s),” but excluding works that are entirely new as a result of the modification, including within the scope of derivative works), Partner shall pay the amount stipulated separately in a license agreement to UEC. Even in such a case, UEC shall be able to exercise copyrights on the Jointly Owned Work and Modified Work as long as the purpose is for its own education and research.
6. When Partner wishes to exercise copyright nonexclusively on a Jointly Owned Work and/or Modified Work for commercial use or in its own operations, the conditions of such use shall be prescribed in a license agreement, considering that joint copyrights may be exercised with the consent of the joint owners.
7. Except when Partner exclusively exercises the copyright on a Jointly Owned Work as set forth in clause 5 of this Article, UEC and Partner shall be permitted to license the copyright to a Jointly Owned Work and/or Modified Work to a third party, and the other party shall consent to this. The compensation obtained from the third party by UEC and Partner shall be distributed to UEC and Partner based on their respective ownership ratios.

#### Article 14. Exclusively Owned Intellectual Property Rights

When Partner desires the ownership or licensing of Intellectual Property Rights belonging exclusively to UEC, UEC shall transfer or license the rights to Partner under conditions no less favorable than those extended to a third party.

#### Article 15. Identification of Know-how

1. If Know-how is produced in the course of the Joint Research, upon consultation, UEC and Partner shall promptly identify such Know-how and notify each other in writing, etc.
2. The Know-how identified pursuant to the provisions of the preceding clause shall not, without the other party’s consent in writing, etc., be disclosed or leaked to persons other than the Researchers, research collaborators, or their own persons who need to know such Know-how for the management of the Joint Research (hereinafter referred to collectively as “Researchers, etc.”).

3. The period in which Know-how is to be kept confidential shall be as indicated in item 7 of the above table of agreement terms; provided, however, that the confidentiality period may be extended or shortened in consultation between UEC and Partner.

#### Article 16. Exchange of Information

1. UEC and Partner shall provide or disclose to each other, without charge, the information and materials necessary to conduct the Joint Research; provided, however, that this shall not apply to information and materials prohibited from disclosure by virtue of a nondisclosure agreement with a third party.
2. The provided materials shall be returned upon completion or early termination of the Joint Research when so requested by the other party.

#### Article 17. Confidentiality

1. UEC and Partner shall not disclose or leak to persons other than the Researchers, etc. any information provided or disclosed by the other party in conducting the Joint Research, which is either marked by the other party as being confidential at the time the information is provided or disclosed, or disclosed orally as being confidential and later notified in writing, etc. to the other party within 30 days after it is disclosed orally (hereinafter referred to collectively as “Confidential Information”); provided, however, that this shall not apply to any of the following information :
  - (1) Information that is already in the possession of the recipient at the time of provision or disclosure
  - (2) Information that is already public knowledge at the time of provision or disclosure
  - (3) Information that becomes public knowledge after provision or disclosure through no fault of the recipient
  - (4) Information rightfully obtained from a third party having legitimate rights to it, without the obligation to maintain confidentiality
  - (5) Information developed or acquired by the recipient independent of the Confidential Information
  - (6) Information for which consent for disclosure is obtained in writing, etc. from the other party in advance
2. UEC and Partner shall continue to obligate their Researchers, etc. to maintain confidentiality regarding the Confidential Information (excluding the items set forth in the preceding clause, hereinafter the same) even after they leave their positions.
3. UEC and Partner shall not use the Confidential Information for purposes other than the Joint

Research; provided, however, that this shall not apply to information for which advance written consent for disclosure is obtained from the party owning the Confidential Information.

4. The period in which the confidentiality obligations provided for in the preceding three clauses is to be maintained shall be as indicated in item 8 of the above table of agreement terms; provided, however, that the period may be extended or shortened in consultation between UEC and Partner.

#### Article 18. Preparation of Results Reports

UEC and Partner shall cooperate in preparing a results report regarding the Research Results obtained during the term of the Joint Research.

#### Article 19. Handling of Research Results

1. Beginning six months after the completion of the Joint Research (or at the end of each fiscal year if the research term extends across multiple fiscal years) or its early termination, UEC and Partner may disclose, announce, or make public the Research Results obtained from the Joint Research (or the Research Results obtained at the end of the fiscal year if the research term extends across multiple fiscal years), while observing the confidentiality of Know-how stipulated in Article 15 and the confidentiality obligations stipulated in Article 17 (hereinafter “Release of Research Results”); provided, however, that information may be made public sooner with the consent of the other party, due to the societal mission of universities to make Research Results public.
2. In the case set forth in the preceding clause, UEC or Partner (hereinafter in this Article “Party Wishing to Release Results”) shall notify the other party in writing, etc. of the information to be released, at least 30 days prior to the date of the Release of Research Results.
3. If the party receiving notification pursuant to the provisions of the preceding clause is of the opinion that release of the notified information may damage future expected interests of the party receiving the notification, the party receiving the notification shall within 15 days of the receipt of the notification issue a request in writing, etc. to the Party Wishing to Release Results, requesting changes to the information to be released; and the Party Wishing to Release Results shall engage in due consultation with the other party; provided, however, that the other party shall not refuse consent without a legitimate reason.
4. The period during which the notification of clause 2 must be made shall be two years after completion or early termination of the Joint Research; provided, however, that the period may be extended or shortened in consultation between UEC and Partner.



#### Article 20. Termination of Agreement

1. UEC may terminate this Agreement if Partner fails to pay the Research Expenses by the Payment Deadline.
2. UEC and Partner may terminate this Agreement if any of the matters in the following items applies and is not cured within 30 days after the notice.
  - (1) If the other party commits misconduct or improper behavior regarding the execution of this Agreement; or
  - (2) If the other party violates this Agreement.
3. UEC and Partner may terminate this Agreement without prior notice if it is found that any of the matters in the following items applies to the other party.
  - (1) If the other party or an officer, etc. of the other party is a criminal organization or a member of a criminal organization;
  - (2) If an officer, etc. of the other party makes use of a criminal organization or a member of a criminal organization for the purpose of improperly benefitting his or her self or organization or a third party, or for the purpose of inflicting harm on a third party;
  - (3) If an officer, etc. of the other party provides funds, etc. to or offers benefits to a criminal organization or a member of a criminal organization, or otherwise directly or actively cooperates with or is involved in the maintenance and operation of a criminal organization; or
  - (4) If an officer, etc. of the other party knowingly has a relationship with a criminal organization or a member of a criminal organization that is deserving of social condemnation.

#### Article 21. Compensation for Damages

UEC and Partner shall compensate the other party for damages incurred due to the reasons in the preceding Article or other reasons, only in cases of a willful act or gross negligence on the part of its Researchers or research collaborators.

#### Article 22. Term of Agreement

1. The term of this Agreement shall be the same as the research period given in item 4 of the above table of agreement terms.
2. Notwithstanding the provisions of the preceding clause, the provisions of Article 3, Article 9, Articles 11 to 19, Article 21, and Article 24 shall remain in effect after termination until the period set forth in the relevant clauses expire or the applicable events stipulated in the respective clauses no longer exist.

Article 23. Consultation

Matters not stipulated in this Agreement shall be decided in consultation between UEC and Partner.

Article 24. 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.