

General Contractual Conditions for the Joint Research on the GOSAT data
(Third RA)

The Japan Aerospace Exploration Agency (JAXA), The National Institute for Environmental Studies (NIES), and the Ministry of the Environment (MOE) of Japan (hereinafter referred to as the “Three Parties” collectively) made the third research announcement on greenhouse gases observing sensor onboard the satellite (hereinafter referred to as the “RA”), in August 2010 following the last year’s second RA, with regard to the use of data acquired by Greenhouse gases Observing SATellite (“GOSAT”) (hereinafter referred to as the “GOSAT data”), to solicit research proposals from public which will further enhance and exploit the outcomes of the GOSAT Project. The Three Parties selected and approved research proposals submitted in response to the RA, which were deemed as appropriate by the RA Selection and Evaluation Committee (hereinafter referred to as the “Committee”). The Three Parties and the research organization (hereinafter “RO”) of the principal investigator (hereinafter “PI”) whose research proposal was accepted hereby agree to and execute accordingly the contract (hereinafter “Contract”) to carry out a joint research (hereinafter “Joint Research”) as provided for hereunder. If the PI does not belong to any organization, the “RO” referred to hereunder shall be read as the “PI”.

Article 1 (Definitions)

1.1 For the purpose of the Contract, the following terms shall have the meanings as provided below.

1.1.1 The “Research Result” is the output acquired as a result of executing the Contract and it means the technical outcomes and scientific findings, including but not limited to invention, device, design, copyrighted literary work, and know-how, which are stated as Research Results in connection with the purpose of the Joint Research in documents including, but not limited to, research reports prepared in accordance with the provisions of Article 6 hereof.

1.1.2 The “Intellectual Property Right” means the rights stipulated by Article 2.2 of the Japanese Intellectual Property Basic Law.

1.1.3 The “Interim Evaluation” means an evaluation by the Three Parties on the Research Results and the progress reports submitted. The first Interim Evaluation is currently scheduled for the second quarter of 2012 (April through June) and will evaluate the interim report compiled and submitted by the RO in accordance with Article 6.2 hereof.

1.2 For the purpose of the Contract, the “Invention(s)” specifically includes inventions subject to patent right, device subject to utility model right, creation subject to design right, trademark right, circuit layout access right, and copyrighted literary work (including programs), and idea subject to the know-how to be defined in Article 7 hereof.

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

1.3 For the purpose of the Contract, the “Implementation” of the Intellectual Property Rights means the deeds as stipulated by Article 2.3 of the Patent Law, Article 2.3 of the New Utility Model Law, Article 2.3 of the Design Law, Article 2.3 of the Trademark Law, and Article 2.3 of the Law Concerning Semiconductor Integrated Circuit Layouts, the creation of derivative works as stipulated by Article 2.1.11 of the Copyright Law, the deeds as stipulated by Articles 2.1.15 and 2.1.19 of the same law and the implementation of the know-how.

1.4 For the purpose of the Contract, the “PI” is the representative researcher who submitted his/her research proposal in response to the third RA and investigates on the research theme proposed and selected and approved in the RA. On the other hand, the “RA Investigators” indicates investigators who cooperate and participate in the research activities of the PI on said research theme and are approved by the RO and registered by the Three Parties.

Article 2 (Roles and Responsibilities in the Joint Research)

2.1 The Three Parties shall undertake the tasks defined in the following provisions in conjunction with the Joint Research.

2.1.1 Acceptance of data processing requests submitted by the RO to the extent approved by the Three Parties and provision of the requested GOSAT data to the RO.

2.1.2 Provision of information on mission control data, etc. necessary for the RO to carry out its research activities under the RA scheme, to the extent possible.

2.1.3 Evaluation of the Research Results and the progress reports in the Interim Evaluation and notification of the evaluation results to the RO.

2.1.4 Organization of research report meetings and other necessary gatherings.

2.2 The RO shall undertake the tasks defined in the following provisions in conjunction with the Joint Research.

2.2.1 Implementation of the research in accordance with the work plan for the Joint Research.

2.2.2 Submitting interim reports on the research progress to the Three Parties (basically once a year).

2.2.3 Participation in the research report meetings and other necessary gatherings organized by the Three Parties.

Article 3 (Term of the Joint Research)

The Contract for the Joint Research shall enter into force when the Three Parties acknowledges the application of the RO based on the application form, and the term of the Joint Research under the Contract shall commence on the day of the signing of the Contract and continues for the operational period of GOSAT/TANSO plus the operational period of its ground system—five years after the launch, in principle (until January 22, 2014). However, in case that the Joint Research is evaluated as

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

disapproved for extension by the Interim Evaluation, it may be possible that the Joint Research be terminated. On the other hand, in case that the RO wants to extend the term of the Joint Research, the RO can apply the extension for the three Parties, and if approved, the Joint Research will be extended with the same conditions for one (1) more year.

Article 4 (Investigators to be Engaged in the Joint Research)

- 4.1 The RO shall ensure that the PI, designated in the research proposal, and the RA Investigators, listed in the RA Investigator list submitted by the PI to the Three Parties, participate in the Joint Research.
- 4.2 The Three Parties may consult and coordinate with the RO so as to make their researchers, listed in the Three Parties' researcher list to be prepared separately, participate in the Joint Research.
- 4.3 The RA Investigators are mutatis mutandis bound by the articles governing the RO in the Contract, and the RO shall be responsible for taking every possible measure to ensure that the RA Investigators observe the stipulations provided in the Contract.
- 4.4 In case that the RO is willing to add an investigator to the RA Investigator list, the RO shall notify the Three Parties of such situation in writing and take necessary measures to ensure that the new RA Investigator observes the stipulations provided in the Contract.

Article 5 (Research Expenses)

The Three Parties and the RO shall individually bear necessary expenses incurred in the course of performing the respective tasks in association with the Joint Research.

Article 6 (Preparation of Research Result Report)

- 6.1 The RO shall pull together and organize the Research Results attained during the term of the Joint Research in a written report ("Research Report") and submit it to the Three Parties at the completion of the Joint Research.
- 6.2 The RO shall submit a progress report and an interim report by March 1, 2012, to the Three Parties, for the purpose of the Interim Evaluation of the Research Results slated for the second quarter of 2012 (April through June). Notwithstanding the foregoing, if the research term shall be completed by the end of March 2012, the submission is not necessary.

Article 7 (Specification of Know-How)

- 7.1 The Three Parties and the RO shall promptly specify the items, which are deemed as the know-how arising out of the Joint Research (hereinafter referred to as the "Know-How"), from the items stated as the Research Results in the Research Report provided for in the previous provision, in mutual discussion.

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

7.2 When specifying the Know-How, the parties hereto shall clearly indicate the confidentiality period during which the specified Know-How shall be classified (hereinafter referred to as the “Confidentiality Period”).

7.3 The Confidentiality Period as set forth hereinabove shall be determined in consultation between the Three Parties and the RO, whereas it is set, in principle, at five (5) years from the following day of the completion of the Joint Research, provided, however, that the Three Parties and the RO may extend or shorten the Confidentiality Period in mutual discussion.

Article 8 (Carrying-in of Equipment, etc.)

8.1 The Three Parties and the RO may carry in equipment or commodities necessary for implementing the Joint Research into the facility space of the other party, provided that such carrying-in is approved by the other party in advance. When carrying the equipment, etc. in, the carrying party shall abide by the rules and regulations of the other party.

8.2 The Three Parties and the RO shall not use the equipment or commodities having carried in by the other party (hereinafter referred to as the “Carried-in Commodities”) for any other purpose than the implementation of the Joint Research.

8.3 In case that the Carried-in Commodities are lost or damaged, the Three Parties and the RO, regardless of the cause of such loss or damage, shall promptly notify the other party.

Article 9 (Exchange of Information)

9.1 The Three Parties and the RO shall mutually provide its own technical documents and proprietary objects, including but are not limited to, programs, other than the GOSAT data (hereinafter the same applies), necessary for the implementation of the Joint Research (hereinafter referred to as the “Technical Documents”) free of charge to the other party and allow the other party to use the Technical Documents, and may request advice from the other party as necessary.

9.2 The Three Parties and the RO may not use the Technical Documents as set forth hereinabove provided by the other party for any other purpose than the implementation of the Joint Research nor disclose them to any third party not involved in the Joint Research.

9.3 The Three Parties and the RO shall return or appropriately discard the Technical Documents provided by the other party, after the expiration of the Contract, according to the instructions given by the other party.

Article 10 (Provision of and Rights to the GOSAT Data)

10.1 The Three Parties shall provide the RO with the GOSAT data free of charge, based on Article 2.1.2 hereof, conforming to the stipulations hereunder.

10.1.1 The RO shall be provided with the GOSAT data free of charge, to the extent approved

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

for submitting data distribution requests per research theme by the Committee.

10.1.2 The Three Parties shall not be liable for guaranteeing the quality or timely delivery of the GOSAT data

10.1.3. The Three Parties shall not be liable for any situation where the RO is unable to obtain the GOSAT data due to an anomaly of GOSAT, operational constraint, or other contingency.

10.2 The RO shall abide by the following provisions with regard to the acquisition and handling of the GOSAT data to be provided by the Three Parties.

10.2.1 The RO shall be entitled to submit data acquisition requests to the extent predetermined per research theme by the Committee.

10.2.2 The RO may use the GOSAT data solely for the purpose of the implementation of the Joint Research.

10.2.3 The RO shall not duplicate all or any portion of the GOSAT data for any other purpose than data backup, except for duplication of the data to distribute it to the RA Investigators solely for the purpose of the implementation of the Joint Research.

10.2.4 The RO shall handle the GOSAT data such that the original data are recoverable in accordance with the provisions of Article 16 “Confidentiality” hereof, and shall not provide or disclose all or any portion of it to any third party who is not involved in the Joint Research.

10.2.5 When the Contract is expired, the RO shall return to the Three Parties or appropriately store the GOSAT data provided by the Three Parties, in accordance with the instructions given by the Three Parties.

10.3 The ownership of the GOSAT data provided by the Three Parties to the RO shall be managed in accordance with the following provisions.

10.3.1 The “Intellectual Property Rights” whatsoever concerning the GOSAT data provided to the RO shall belong to the Three Parties

10.3.2 Notwithstanding the previous provision, in case that the RO modifies the GOSAT data and creates higher-level value-added data such that the original data is unrecoverable, by means of advanced data processing, in the process of implementing the Joint Research, the ownership of the “Intellectual Property Rights” of such data shall be determined in light of the proportions of intellectual contribution of the Three Parties and the RO to the data and other factors, in mutual consultation.

Article 11 (Ownership of and Application for the Intellectual Property Rights)

11.1 In case that the Invention(s) are derived from the implementation of the Joint Research, the Three Parties and the RO shall promptly notify the other party, and discuss the ownership of and

the necessity of application for the Intellectual Property Rights concerning said Invention(s).

11.2 In case that the Three Parties or the RO invents singly and independently in consequence of the Joint Research, the Intellectual Property Rights concerning the Invention(s) shall belong solely to the inventing party, and said party may proceed with the application process at its own discretion, provided, however, that said party obtains approval of the other party prior to such application. In such a case, the cost and expenses arising out of the application procedure and the preservation of the rights shall be borne by said party.

11.3 In case that the Three Parties and the RO invent jointly in consequence of the Joint Research, both parties shall co-own the Intellectual Property Rights concerning such Invention(s), in proportion to the share of the Intellectual Property Rights mutually discussed and agreed. The two parties shall jointly take such action as application for the Intellectual Property Rights in accordance with the separate agreement regarding joint application to be executed between the parties hereto. In such a case, the cost and expenses arising out of the application procedure and the preservation of the rights shall be borne by both parties in proportion to the respective portions of such Intellectual Property Rights.

Article 12 (Overseas Application)

12.1 The provisions of the previous Article shall apply also to the application procedure and the preservation of the Intellectual Property Rights in overseas countries.

12.2 In case that the Three Parties and the RO jointly apply for the Intellectual Property Rights commonly owned by both parties, in accordance with the third paragraph of the previous Article, in an overseas country, the two parties shall sufficiently confer in advance.

Article 13 (Exploitation of the Research Results)

13.1 In case that the Three Parties or the RO is willing to exploit the Research Results, the party in need of such exploitation may do so (or make a third party do so to serve the party's purpose) free of charge without consent of the other party, only for the purpose of its internal research and development, which is nonprofit-making and peaceful.

13.2 In case that the Three Parties or the RO is willing to exploit the Intellectual Property Rights commonly owned, the party shall obtain consensus of the other party in advance and pay the exploitation fee determined in the separate agreement regarding exploitation of the Intellectual Property Rights to be executed between the parties hereto, except for such cases as provided for in the previous provision.

13.3 The Three Parties may exploit, edit, duplicate and distribute freely the progress reports, interim reports and the Research Report submitted by the RO. In such a case, the PI and RA Investigators shall not execute the moral rights.

Article 14 (Licensing of the Intellectual Property Rights to the Third Party)

14.1 In case that the Three Parties or the RO is willing to license the co-owned Intellectual Property Rights resulting from the Joint Research to a third party, the party shall obtain consensus of the other party in advance in writing and both parties shall discuss and determine the details of licensing conditions.

14.2 In case that the Intellectual Property Rights commonly owned by the parties hereto are licensed to the third party in accordance with the previous provision, the Three Parties or the RO shall collect the license fee determined in the separate agreement regarding licensing of the Intellectual Property Rights to be executed between the parties hereto, from the licensed third party. The collected license fee shall be distributed between the Three Parties and the RO in proportion to the respective portions of such Intellectual Property Rights.

Article 15 (Transfer of the Portion of the Intellectual Property Rights)

15.1 The Three Parties and the RO may transfer portion of the Intellectual Property Rights resulting from the Joint Research solely to a designated party, in consultation with the other party. Such transfer shall be executed in accordance with the separate agreement regarding transfer of the Intellectual Property Rights to be executed between the parties hereto. In case that either party transfers its own portion of the Intellectual Property Rights, the transferring party shall ensure to transfer all the rights and obligations associated with said Intellectual Property Rights to the designated party.

15.2 In case that the Three Parties or the RO is willing to abandon its portion of the Intellectual Property Rights commonly owned, the abandoning party shall notify the other party first in advance and transfer it to the other party if the other party so requests.

Article 16 (Confidentiality)

16.1 For the purpose of the Joint Research, the “Confidential Information” shall include all information to which any of the following provisions applies.

16.1.1 Documents and tangible products, such as samples, out of the outcomes obtained in consequence of the implementation of the Joint Research, which are indicated as confidential, or any tangible and intangible items that are confirmed as confidential between the Three Parties and the RO in writing.

16.1.2 Any tangible and intangible information disclosed or provided as classified information by the other party

16.2 The Three Parties and the RO shall manage the Confidential Information in an appropriate manner and shall not leak or disclose it to any other party than the investigators and researchers

who are engaged in the Joint Research, except for the following.

- 16.2.1 Information already in the public domain at the time of disclosure or coming to the knowledge of the party.
 - 16.2.2 Information that became publicly known due to reasons not attributable to the party after the time of disclosure or coming to its knowledge.
 - 16.2.3 Information that can be proven to be already known to the party at the time of disclosure or coming to its knowledge.
 - 16.2.4 Contents that can be proven to be learned by legal means from the third party with appropriate right without an obligation to secrecy.
 - 16.2.5 Information or materials that can be proven to be obtained by the party independently of the information disclosed by the other party
 - 16.2.6 Information approved for disclosure in writing by the other party
 - 16.2.7 Any information, the disclosure of which is required by a court order or legal authority; if required, the required party shall promptly notify the other party of such requirement.
- 16.3 The obligation to maintain the confidentiality based on the previous paragraph shall remain effective for five (5) years from the expiration (including termination) of the Contract, provided, however, that the Three Parties and the RO may extend or shorten the Confidentiality Period based on mutual discussion and agreement.

Article 17 (Disclosure of the Research Result)

- 17.1 The Three Parties and the RO may release or disclose the Research Results obtained in consequence of the Joint Research (hereinafter referred to as the “Disclosure of the Research Results”), provided that the obligations set forth in Article 16 above are strictly observed.
- 17.2 In case of the previous provision, the Three Parties or RO who is willing to disclose the Research Result (hereinafter referred to as the “Disclosing Party”) shall notify the other party in writing of such Disclosure of the Research Results in advance and obtain prior written consent of the other party, provided that the notified party shall not reject such request for approval without justifiable reason.
- 17.3 If the notified party recognizes that the contents to be disclosed have a possibility of infringing its interests anticipated for the future, the party shall send a written request to the Disclosing Party for correcting the contents to be disclosed, and the Disclosing Party shall sufficiently consult with the other party. The Disclosing Party shall not disclose the contents mentioned in the notice received from the other party in accordance with this provision because of the possibility of infringing the other party’s potential interests in the future, without approval of the other party.
- 17.4 The Disclosing Party may make said Disclosure of the Research Results, provided that the party explicates that the disclosed Research Results have been obtained in the process of the Joint

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

Research and indicates the source of the GOSAT data.

17.5 The Three Parties and the RO shall be required to notify each other in accordance with the provision of the second paragraph above during the effective term of the Joint Research and also an additional one year from the following day of the completion of the Joint Research, provided, however, that the Three Parties and the RO may extend or shorten this period by mutual discussion and agreement.

Article 18 (Mutual Liability for Damage)

The Three Parties or the RO shall not claim for indemnification for any impediment or death that occurs to its staff or damage to or loss of its asset, caused by the other party in the process of implementing the Joint Research, unless otherwise such impediment or death that occurs to its staff or damage to or loss of its asset has resulted from the intentional malpractice or gross negligence of the other party.

Article 19 (Temporary suspension and restart of the Joint Research)

For the following reasons listed below, which are considered to interrupt the Joint Research beyond the PI's or the RO's control, the RO shall be allowed to temporarily suspend the Joint Research upon consultation with the Three Parties. Its duration and the timing of restart will be also decided upon consultation between the Three Parties and the RO. In such a case, neither of the parties hereto shall claim for compensation whatsoever.

In case if the duration of suspension becomes longer than the effective term of the Contract, or in case if the timing of restart cannot be anticipated, the RO shall request the Three Parties for the termination of the Contract and the Three Parties shall agree with the request according to the Article 20.1.

- (1) Devastating natural disasters such as earthquakes, fires, windstorm, flood, etc.
 - (2) Retirement of the PI
 - (3) Long-term hospitalization or medical treatment due to sickness or an accident
 - (4) Parturition, maternity leave, and nursing leave
 - (5) Long-term business transfer or trip to the other organization
 - (6) Difficulty to sustain the research system and its environment due to the budgetary situations, etc.
 - (7) Difficulty to sustain the research team due to the RO's organizational changes
- And other unavoidable reasons that the Committee judges as hindering of the Joint Research.

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

Article 20 (Termination of the Contract)

20.1 The Three Parties or the RO may terminate the Contract if any of the following cases occurs:

20.1.1 The Three Parties and the RO mutually agree to termination of the Contract;

20.1.2 The other party conducts improper or unrightful deeds in the process of executing the Contract and fails to remedy such deeds within seven (7) days from receipt of notice requesting for cure of such breach by the party; and

20.1.3 The other party breaches the Contract and fails to remedy such breach within seven (7) days from receipt of notice requesting for cure of such breach by the party.

20.2 Even in such a case that the Contract is terminated in accordance with this Article, the RO shall still be required to compile all outcomes from the Joint Research performed thus far and submit in form of a report to the Three Parties.

Article 21 (Effective Term of the Contract)

21.1 The Contract shall be valid for the period provided in Article 1, 2, 3, and 6 hereof.

That is, the time of commencement is the latest signing date among the authorized signers among the Three Parties and the RO. Whereas, the time of expiration is the date when the Committee confirms and accepts the Research Report submitted by the PI at the completion of his/her Joint Research in accordance with Article 6, within 1 year from the most current Interim Evaluation that the Three Parties approved the continuation of the Joint Research.

21.2 The provisions of Articles 9, 10.2-3, and 11-15 shall survive after the effective term of the Contract stipulated by the previous paragraph for the effective period for the Intellectual Property Rights stipulated by the respective provisions, and Articles 16 and 17 shall remain valid for the period stipulated by the respective provisions.

Article 22 (Consultation)

The matters not provided in the Contract, if any, shall be stipulated in consultation between the Three Parties and the RO.

Article 23 (Change of RO)

23.1 The Contract between the RO and the Three Parties will be automatically terminated when the PI leaves the RO due to his/her transfer to the other organization etc.

23.2 For continuation of the RA research, new RO of the PI (or the PI him-/herself if he/she does not belong to any organization) and the Three Parties must agree anew to the Contract to carry out the Joint Research.

23.3 During the anew contracting process mentioned in the previous section, in case if the new RO itself or its belonging country is deemed as not complying with the purpose of the RA or as concerned to use the GOSAT data for non-peaceful purposes, the Three Parties have a right to reject an execution of the Contract with the new RO.

Terms for Clarification in the General Contractual Conditions for the Joint
Research on the GOSAT data

The following “Terms for Clarification” are attached in order to give the RO clear idea of the Contract and to enhance the smooth contracting process by disclosing its interpretations, which were agreed between the Three Parties and certain ROs of the first and the second RA in the past. This clarification does not alter the contents of the Contract of the first and the second RA themselves, but it is used to clarify their terms of the general contractual conditions.

Article 1 (Definitions)

The “Research Result(s)” as defined in Article 1.1.1, does explicitly not include Know-How of the RO. The “Research Result” defined hereof is limited to modified, higher-level, value-added outcomes and data derived from GOSAT data, in relation to the research proposed by the PI in the RA. The “Research Results” are those confirmed in the research reports prepared in accordance with the provisions of Article 6 hereof and are the technical outcomes and scientific findings in consistent with the Joint Research.

Article 4 (Investigators to be Engaged in the Joint Research)

RA Investigators including PI and Co-Is may share the GOSAT data with their laboratories, including students, research assistants, and postdoctoral fellows without having to obtain permission from the Three Parties for each such person. However, in such case, it is on the premise that the RO shall have provided the Three Parties with a list of RA Investigators for access and registration to the GOSAT data delivery site. The students, assistants, and postdoctoral fellows working for the PI or Co-Is may access the data under the control of the PI or Co-Is strictly for tasks of fulfilling the purposes as defined in the research proposal.

Article 7 (Specification of Know-How)

The Three Parties’ Know-How shall be considered confidential and treated as such for the Confidentiality Period of 5 years or until publicly released by the Three Parties, whichever comes sooner. The Three Parties’ Know-How will be identified to the RO before delivery by the Three Parties so that the RO can treat such Know-How accordingly. The Know-How is limited to the technical outcomes and scientific findings specified as the Research Results. Because the Know-How is Confidential Information described in Article 16, each party (the Three Parties and the RO) shall treat the Know-How as Confidential

Appendix E General Contractual Conditions for the Joint Research on the GOSAT data (Third RA)

Information. However, the Three Parties acknowledge that the RO is not obligated to treat its own RO Know-How as Confidential Information in conformity of the provision of Article 16.2.3; “Information that can be proven to be already known to the party at the time of disclosure or coming to its knowledge.” Therefore, the Three Parties acknowledge that the RO decides how the RO treats its own Know-How.

The Three Parties acknowledge the RO’s position that the RO does not wish to receive information or data from the Three Parties that places any sort of confidentiality obligation on the RO that inhibits the RO from publishing its own Research Results, its own Know-How, or any RO-generated higher-level, value-added GOSAT data. And that is, the Three Parties understand that certain ROs wish to act under a principle of free publication of their own Research Results, which is, except the Three Parties’ Know-How, these ROs may freely publish their own Research Results, Know-How, or any RO-generated higher-level, value-added GOSAT data without a moratorium or prior approval from any other party.

However, in order to preserve scientific integrity and to allow all parties involved to coordinate fair opportunities in prospective publications, the RO shall submit proposed publications to the Three Parties 30 days prior to submission of said publication to journals or conferences in writing, in order to allow the Three Parties to review and coordinate said publication and to identify Three Parties’ confidential or proprietary information.

Article 9 (exchange of Information)

Article 9 is for the purpose of granting an offer or an exchange of technical documents, programs, and advices between the Three Parties and the RO when the both parties agree. This is absolutely not to intend the RO for submitting program code or algorithms to the Three Parties or any third parties (other research institutes).

Regardless of Article 9, validation methods or algorithms are the subjects to be published in scientific journals or magazines.

Article 11 (Ownership and Application of the Intellectual Property Rights)

For purposes of the work carried out under this Contract, the RO will provide notice to the Three Parties when the RO intends on pursuing protection regarding its intellectual property. The Three Parties agree that approval for the RO to proceed with protecting its intellectual property will not be unreasonably withheld. The Three Parties understand that the RO does not usually accept a requirement to get approval from another party to proceed with protecting our own intellectual property.

Article 13 (Exploitation of the Research Results)

The RO can exploit the Research Results generated by itself for any purpose, but they must be non-profit-making and peaceful purpose. The Three parties understand that this provision is meant to grant a license to the Three Parties to use the Research Results in a particular way and not meant to restrict the RO's use of its own Research Results.

Article 16 (Confidentiality)

The Three Parties and the RO shall manage the Confidential Information defined in Article 16.1 in an appropriate manner and shall not leak or disclose it to any other party than the investigators who are engaged in the Joint Research during the Confidentiality Period of Article 13.3. (The Confidential Information includes the Know-How of other organizations, but for the RO's own Know-How, its own Research Results, or any RO-generated higher-level, value-added GOSAT data that the original data is unrecoverable, they might not be considered as the Confidential Information if the RO decides them not to be defined so.)

Article 17 (Disclosure of the Research Result)

As defined in Article 16 hereof, the Confidential Information is the Know-How and other information that are agreed as confidential between the Three Parties and the RO in writing. Therefore, for the RO's own Know-How, its own Research Results, or any RO-generated higher-level, value-added GOSAT data that the original data is unrecoverable, if they are not confirmed as the Confidential Information between the Three Parties and the RO, they are not the Confidential Information and the RO can freely publish them. However, again, in order to preserve scientific integrity and to allow all parties involved to coordinate fair opportunities in prospective publications, the RO shall notify the Three Parties about the prospective publication in writing and submit proposed publications to the Three Parties 30 days prior to submission of said publication to journals or conferences in order to allow the Three Parties to review and coordinate said publication and to identify Three Parties' confidential or proprietary information.

Article 18 (Mutual Liability for Damage)

Each party (the Three Parties and the RO) shall be responsible for any claims and demands arising under the Joint Research in proportion to its fault in the events giving rise to such claims and demands, as determined by the law and judicial precedent and as limited by any law applicable to one or the other of the Parties.

Appendix E General Contractual Conditions for the Joint Research
on the GOSAT data (Third RA)

Article 22 (Consultation)

In case of conflict between these Terms for Clarification and the “General Contractual Conditions for the Joint Research on the GOSAT data”, the Three Parties and the RO shall agree to further discuss the clarification.