

April 1, 2021

## Super Smart Society Promotion Consortium Agreement

### Article 1 (General Provisions)

This Agreement applies to the members of the Super Smart Society Promotion Consortium to be established and operated by Tokyo Institute of Technology (the “Institute”) and pertains to its members as defined under the provisions of Article 3.

### Article 2 (Definitions)

The terms appearing in this Agreement are defined as follows:

1. “Super Smart Society Promotion Project” refers to the activities described in the following items, to be undertaken with the purpose of creating a research and education platform aligned with a next-generation society and based upon a new approach to industry-government-academia collaboration that integrates fields ranging from human resource development through research and development, and empowers the Institute to excel as a global pioneer in the transformation into a Super Smart Society.
  - i. Promote cooperation between the industrial and academic sectors in formulating a next-generation curriculum and education collaboration system to develop human resources capable of assuming the responsibilities within the Super Smart Society we envision.
  - ii. Propose and realize new employment experiences that integrate corporate human resource strategies and student learning content.
  - iii. Design educational experiences that integrate cyberspace and physical space, paving the way to cutting-edge learning rooted in the basics of the emerging era of artificial intelligence (AI).
  - iv. Provide opportunities for diversified ongoing education based upon corporate human resource development policies, and assess conventional individual working doctoral education approaches to build systematic recurrent education programs.
  - v. Develop an environment that promotes participation by doctoral course students to advance joint collaborative research, and implement technical

consultations from broad-based perspectives and other endeavors through the Super Smart Society Promotion Consortium to support new industry-academia collaborations.

2. The “Super Smart Society Promotion Consortium” (the “Consortium”) refers to the association established to endorse, support, cooperate on, and propose the objectives of the Super Smart Society Promotion Project.
3. “Consortium Members” refers to parties approved by the Institute after undergoing the Consortium’s admission procedures under the provisions of Article 4.
4. “Steering Committee” refers to the steering committee under the provisions of Article 7.

#### Article 3 (Member Classifications, Membership Fees, etc.)

The classifications of Consortium Members, as well as the relevant qualifications, requirements, accompanying rights, benefits, and membership fees, are detailed below. The membership fees and benefits listed here, however, will not apply until after March 31, 2019.

##### i. Premium Members

**Qualifications:** Companies and organizations that support the objectives and business activities of the Super Smart Society Promotion Project and pay an annual membership fee of no less than three (3) million yen from April 1, 2019.

**Rights:** The right to participate in the activities of the expert committees under the provisions of Article 12

**Benefits:**

- 1) Placement of one free banner advertisement on the Consortium website
- 2) Preferential placement rates for advertisements in pamphlets and other printed material the Consortium publishes
- 3) Preferential exhibition rates at various Super Smart Society Promotion Project events
- 4) The right to plan and sponsor one workshop or other event annually as one phase of the activities of the expert committees under the provisions of Article 12

##### ii. General Members

**Qualifications:** Companies and organizations that support the objectives and

business activities of the Super Smart Society Promotion Project and pay an annual membership fee of 1.5 million yen from April 1, 2019

Rights: The right to participate in the activities of the expert committees under the provisions of Article 12

#### iii. Small and Medium-Sized Enterprise Members

Qualifications: Companies and organizations with no more than three hundred employees that support the objectives and business activities of the Super Smart Society Promotion Project and pay an annual membership fee of 500,000 yen from April 1, 2019

Rights: Of the activities of the expert committees under the provisions of Article 11, the right to join the Super Smart Society Promotion Committee and the Interdisciplinary Research Promotion Committee. If these Members wish to participate in the Social Collaborative Education Steering Committee under the provisions of Article 12, they must pay separately determined fees.

#### iv. Special Members

Qualifications: Organizations and individuals recognized by the Institute that make special contributions to the Institute's activities.

Rights: The right to participate in the activities of the expert committees under the provisions of Article 12

#### v. Collaborative Research Programs and Collaborative Research Cluster Member

Qualifications: Companies and organizations that support the objectives and business activities of the Super Smart Society Promotion Project and establish Collaborative Research Programs or Collaborative Research Cluster within the Institute during the academic year in question

Rights: The right to participate in the activities of the expert committees under the provisions of Article 12

Benefits:

- 1) Placement of one free banner advertisement on the Consortium website
- 2) Preferential placement rates for advertisements in pamphlets and other printed material the Consortium publishes
- 3) Preferential exhibition rates at various Super Smart Society Promotion Project events

- 4) The right to plan and sponsor one workshop or other event annually as one phase of activities of the expert committees under the provisions of Article 12

vi. Long-Term, Large-Scale Project Members

Qualifications: Companies and organizations that support the objectives and business activities of the Super Smart Society Promotion Project, as well as: 1) entering into collaborative research agreements with the Institute for two years or more related to industry-academia collaborative research and development programs implemented by the government or other parties; and, 2) allocating two (2) million yen or more annually as research assistant costs within that collaborative research spending

Rights: The right to participate in the activities of the expert committees under the provisions of Article 12

Article 4 (Admission)

Companies, organizations, and individuals wishing to become Consortium Members may apply by submitting membership applications to the Steering Committee, which will be subject to approval by the Institute.

Article 5 (Change of Membership Category)

Consortium Members may change their membership category by submitting an application for change of membership category to the Steering Committee and obtaining the approval of the Institute.

Article 6 (Withdrawal)

Consortium Members will be able to discretionally withdraw from the Consortium of their own accord. In such cases, the Consortium Member must submit a notice of withdrawal to the Steering Committee.

2. The Institute may demand the withdrawal of any Consortium Member upon recognition of that Consortium Member's failure to comply with this Agreement or pursuing actions that defame the character of the Institute or the Consortium.
3. As long as the notice of withdrawal is not submitted, the membership status shall be continued.

Article 7 (Steering Committee)

The Consortium's Steering Committee will be established within the Institute in

accordance with the items below:

1. The Steering Committee will be comprised of the Steering Committee Officers and Business Managers under the provisions of Article 8.
2. The Steering Committee will handle Consortium Member admission and withdrawal procedures, and general affairs related to the activities of the expert committees under the provisions of Article 12.
3. The Steering Committee will deliberate on and determine plans for activities the Consortium will implement, as well as activity reports, budgets, settlement of accounts, and other important matters concerning the operation of the Consortium, to support and cooperate with the Super Smart Society Promotion Project.
4. The Steering Committee will oversee the activities of the expert committees under the provisions of Article 12, offering proposals meant to contribute to Super Smart Society Promotion Project activities.
5. The Steering Committee will name committee chairs under the provisions of Article 7 and deputy committee chairs designated by the committee chairs, with the designated committee chairs and deputy committee chairs serving as speakers with the power to hold discussions in writing or via email as deemed necessary.
6. When deemed necessary, the Steering Committee may demand the attendance of Consortium Members at Steering Committee meetings and obtain explanations or opinions.

#### Article 8 (Steering Committee Officers and Administrators)

The following officers and business managers will be part of the Steering Committee:

- i. One committee chair
- ii. Three deputy committee chairs (i.e., Super Smart Society promotion director, social collaborative education steering director, and interdisciplinary research promotion director)
- iii. Several administrators

#### Article 9

The committee chair will represent the Consortium and preside over Committee business.

2. The Institute will appoint the committee chair from among affiliated full-time faculty members.
3. Deputy committee chairs will assist the committee chair, act as proxies to preside

over Committee business in the absence of the committee chair, and serve as chairs of the expert committees under the provisions of Article 11.

4. The Institute will appoint the deputy committee chairs from among affiliated full-time faculty members.
5. The administrators will assist the committee chair and deputy committee chairs, as well as coordinate liaisons and conduct duties concerning the Consortium's operations.
6. The Committee Chair will appoint the administrators from among affiliated administrative staff.

#### Article 10

In principle, the terms of the officers and administrators will be two years, with reappointment possible.

#### Article 11

All officers and administrators will serve without compensation.

#### Article 12 (Expert Committees)

The following expert committees, comprised of Consortium Members, will be established within the Consortium:

- i. Super Smart Society Promotion Committee
- ii. Social Collaborative Education Steering Committee
- iii. Interdisciplinary Research Promotion Committee

#### Article 13 (Super Smart Society Promotion Committee)

The purpose of the Super Smart Society Promotion Committee will be to: 1) furnish the Institute with proposals for the planning and convening of study forums, seminars and other events concerning the Super Smart Society; 2) showcase the latest trends and state-of-the-art technology concerning the Super Smart Society; and 3) provide opportunities for networking between Consortium Members.

2. To promote the activity plans the Steering Committee develops, the Super Smart Society Promotion Committee will determine its own provisions concerning its operation systems, cost burdens, policies, and other matters, and operate through deliberations with the Steering Committee.

#### Article 14 (Social Collaborative Education Steering Committee)

The purpose of the Social Collaborative Education Steering Committee will be to furnish the Institute with specific opinions and proposals for co-creation related to the Super Smart Society Engineering Education Program, as well as on recurrent education, corporate in-house training, and other diversified human resource development schemes.

2. To promote activity plans determined by the Steering Committee, the Social Collaborative Education Steering Committee will determine its own provisions concerning its operating systems, cost burdens, policies and other matters, and operate through deliberations with the Steering Committee.

#### Article 15 (Interdisciplinary Research Promotion Committee)

The purpose of the Interdisciplinary Research Promotion Committee will be to engage in discussions concerning the need for ecosystems, high-priority research and development themes, and other efforts for the Super Smart Society and the sharing of its visions, and to strive through these endeavors to furnish the Institute with specific opinions and proposals for co-creation of new interdisciplinary research themes.

2. To promote the activity plans the Steering Committee develops, the Interdisciplinary Research Promotion Committee will determine its own provisions concerning its operating systems, cost burdens, policies, and other matters, and operate through deliberations with the Steering Committee.

#### Article 16 (Briefing Sessions)

The Institute and the Steering Committee will convene briefing sessions for Consortium Members once or more annually to review the results of expert committee activities, research and development for the Super Smart Society Promotion Project, human resource development, and other areas.

#### Article 17(Confidentiality)

1. Consortium Members are not permitted to disclose or supply the following categories of information provided by other members (“Disclosers”) concerning the activities of the Consortium (“Confidential Information”) to parties other than Consortium Members engaged in Consortium activities without prior approval in writing from Disclosers, nor use such information for purposes other than

Consortium activities:

- i. Technical or operational information divulged by Disclosers in documents, drawings, or other tangible means, or information indicated as being confidential through tangible methods when provided.
  - ii. Technical or operational information divulged by Disclosers verbally, through images, or other intangible means, information indicated as being confidential through appropriate methods when provided, or information for which notification is provided in writing as being confidential within a period of thirty (30) days following disclosure.
2. Information divulged or provided by Disclosers will not be considered Confidential Information if it corresponds to any of the following items:
- i. Information already in the possession of Consortium Members upon its disclosure or provision by Disclosers
  - ii. Information that is already public knowledge upon its disclosure or provision by Disclosers
  - iii. Information becoming public knowledge subsequent to its disclosure or provision by Disclosers for reasons not attributable to Consortium Members
  - iv. Information obtained legitimately by Consortium Members from third parties possessing rightful authority and without incurring confidentiality obligations
  - v. Information independently developed or obtained by Consortium Members and not on the basis of Confidential Information divulged or provided by Disclosers
3. Members are responsible for ensuring that employees and other parties in charge of handling Confidential Information assume the same responsibilities as Consortium Members under the provisions of this Agreement, as well as the discharging of those responsibilities, including those subsequent to the separation of such parties from that affiliation.
4. If agreements, memorandums, etc. between specified Consortium Members concerning Confidential Information already exist or are subsequently concluded (including joint collaborative research agreements, etc. extending to provisions concerning confidentiality), the provisions of those agreements, memorandums, etc. pertaining to matters targeted in those agreements, memorandums, etc. will have priority for application.
5. Even if Consortium Members lose their membership status, the duty of confidentiality under the provisions of this Article will remain in force for a period



of three years from the day following the loss of that Consortium Member status. In addition, in cases of the use and application of Confidential Information after the duty of confidentiality period has expired, prior notice in writing must be provided to Disclosers and the approval of Disclosers obtained.

#### Article 18 (Treatment of Intellectual Property)

Consortium Members will treat intellectual property created as a result of Consortium activities under the provisions of the separately determined intellectual property treatment policy.

#### Article 19 (Revision or Abolishment of the Agreement)

The Institute will determine any revisions to or the abolishment of this Agreement.

#### Article 20 (Other Matters)

1. In addition to matters under the provisions of this Agreement, the Institute will separately determine any matters deemed necessary concerning the Consortium.
2. In case of any inconsistency between the Japanese version and the English version, the Japanese version shall prevail.

#### Supplementary Provisions

##### (Date of Enforcement)

1. The enforcement date of this Agreement will be \_\_\_\_\_, 2018. (Foundation Preparatory Committee)
2. A Foundation Preparatory Committee, comprised of the following individuals as members, will be established for the purpose of conducting the necessary general affairs prior to enforcement of these regulations:

##### (Foundation Preparatory Committee)

Nobuyuki Iwatsuki (School of Engineering, Tokyo Institute of Technology)

Kei Sakaguchi (School of Engineering, Tokyo Institute of Technology)

Koichi Shinoda (School of Computing, Tokyo Institute of Technology)

Junichi Imura (School of Engineering, Tokyo Institute of Technology)

Masayuki Fujita (School of Engineering, Tokyo Institute of Technology)

Misako Takayasu (Institute of Innovative Research, Tokyo Institute of Technology)