

Terms and Conditions of Use of Ultra-High Voltage Electron Microscope Laboratory of EcoTopia Science Institute at Nagoya University

Article 1. Conduct of Research

1. The Ultra-High Voltage Electron Microscope Laboratory of EcoTopia Science Institute at Nagoya University (the "Laboratory" hereafter) shall support a Laboratory user to carry out research (the "Research" hereinafter).

2. The user shall perform the Research on his/her own responsibility and demand no compensation from the Laboratory for any damages incurred in conducting the Research. Notwithstanding the above, if the user suffers any damages due to any defect or error in the Laboratory equipment, the description or instructions regarding the equipment, or any other cause attributable to the Laboratory, the Laboratory shall compensate the user for the damages.

Article 2. User's Fee Burden

The user shall pay a fee for use of the equipment according to the tariff set by the Laboratory ("the user's fee" hereinafter).

Article 3. Payment of User's Fee

1. The user shall pay the user's fee determined pursuant to the provision of Article 2 by the due date for payment as specified on the invoice issued by the Treasurer of Nagoya University.

2. If the user fails to pay the user's fee as provided in the preceding paragraph by the predetermined due date, the user shall pay, in addition to the accounts payable, the delay damage of five percent (5%) per year to the amount in accordance with the number of days from the day following the payment due date to the day actual payment is made.

3. Notwithstanding the preceding two paragraphs, if the user is a member of Nagoya University, the user's fee is collected by money transfer.

Article 4. Operation of Equipment

1. No person other than those approved by the Laboratory shall operate the equipment of the Laboratory.

Article 5. Change of Research

1. Any change of the Research and/or the use of the Laboratory shall be made upon mutual consultation between the Laboratory and the user.

Article 6. Termination of Research

1. The Laboratory and the user may terminate the Research if circumstances arise beyond their control, such as a natural disaster, so as to make the Research no longer viable.

Article 7. Termination of Use

1. The Laboratory may immediately terminate the Research by the user if the user breaches the Terms and Conditions.

Article 8. Damages

1. If the user causes damage to the Laboratory equipment willfully or due to gross negligence, the Laboratory may demand all or part of the cost of the equipment repair.

Article 9. Research Report

1. The user shall submit a research report in a predetermined format (the "Research Report" hereinafter) to the Laboratory within 30 days from the expiration date of the research or the last day of March of the year of the equipment use, whichever comes earlier.

Article 10. Publication or Non-Publication of Research Report

1. If the user pay the Laboratory the "Fee for Non-Publication of the Result Report," the Laboratory shall not publish the Research Report except for the following:

(1) It is deemed that such non-publication will be grossly detrimental to public interest.

(2) Minimum information necessary to publicize the achievements of the Laboratory (e.g., research titles, the period of equipment use, the number of users, and amounts of fee collected).

2. If the user does not desire non-publication, as a general rule, the Research Report shall be opened to public. Notwithstanding the above, if the user wishes to postpone the publication of the Research Report for the purpose of obtaining a patent, the publication may be postponed for two years from the expiration date of the research as provided in Article 1, Paragraph 4.

3. If the Laboratory or the user publishes the result of the Research other than in the Research Report as provided in the preceding paragraph, the timing, manner, and details of such publication shall be decided upon mutual consultation between the Laboratory and the user.

Article 11. Moral Rights of Author

1. In the event where the user does not desire non-publication, if the Research Report is not a work made for hire, the user shall obligate the creator of the Research Report not to exercise the moral rights of author as provided in the Copyright Act Article 18, Paragraph (1), Article 19, Paragraph (1), and Article 20, Paragraph (1).

Article 12. Report on Research Results

1. If the results of the Research is entitled to an application or grant of a patent, or commercialization, the user shall notify the Laboratory of the patent application before its filing and of the grant of a patent or commercialization the Laboratory as soon as it occurs.

Article 13. Ownership of Intellectual Property Rights

1. The intellectual property rights resulting from the Research belong to the user. However, if the Laboratory contributes to the obtainment of such rights, the ownership shall be determined upon mutual consultation between the Laboratory and the user.

Article 14. Confidentiality

1. The Laboratory shall treat all information obtained from the Research as confidential and shall not disclose to a third party without prior consent of the other party. Notwithstanding the above, the preceding paragraph does not apply in the case of any of the following circumstances:

(1) Such information has been in the public domain;

(2) The Laboratory or the user rightfully and legitimately obtained such information without the duty of confidentiality;

(3) Such information had already been in possession of the Laboratory or the user when it was obtained from the other

party;

(4) The Laboratory or the user can prove by a document that the party obtained the information independently and not

from the other party;

(5) It is deemed that treating the information as confidential by the Laboratory will be grossly detrimental to public

interest.

2. Before publishing information corresponding to information provided under Subparagraph (5) of the preceding paragraph, the Laboratory shall inform the user of the reason for such publication by a written notice to the user.

3. At the start of the Research, if the user is in possession of intellectual property rights that may be closely related to any intellectual property rights that resulting from the Research, the user may, as a preservative measure, document and seal the intellectual property rights already in possession within sixty (60) days from the conclusion of this Agreement.

Article 15. Consultation

1. If there is any doubt or question about the use of the Laboratory or if an issue arises that is not covered by this Agreement, the Laboratory and the user shall make settlement upon mutual consultation.

Date: