

LICENSING AGREEMENT ON FREE UTILIZATION OF  
WHOLE-BODY HUMAN DATABASE OF JAPANESE  
AVERAGE ADULT MALES AND FEMALES

National Institute of Information and Communications Technology, Incorporated Administrative Agency (hereinafter referred to as “NICT”) and ~ University, ~ Faculty, ~ (hereinafter referred to as “LICENSEE”) entered into an agreement (hereinafter referred to as the “present agreement”) on the license of the whole-body human database of Japanese average adult males and females (hereinafter referred to as the “present database”) under the following articles.

(Gist of Agreement)

Article 1: NICT shall grant to LICENSEE the fundamental utilization license of the present database.

(Contents of Fundamental Utilization License)

Article 2: The fundamental license NICT granted to LICENSEE based on the present agreement shall be a worldwide, nonexclusive license.

Article 2-2: LICENSEE can take actions stipulated in the following items on its own responsibility with the aim of nonprofit research utilization based on the present agreement.

1. LICENSEE enables itself and researchers belonging to LICENSEE’s research room and research group under LICENSEE’s control and supervision to utilize the present database.

2. LICENSEE can make only a single duplicate copy of the present database in an optional medium only for the purpose of backup or conservation.

3. LICENSEE can add part of the present database to the database LICENSEE has already retained.

4. LICENSEE can make an alteration, edition, etc. (hereinafter referred to as “alteration etc.”) of all or part of the present database.

Article 2-3: LICENSEE cannot license, assign, loan or offer as collateral the present database and fundamental license to third parties.

(Prohibited Matter):

Article 3: LICENSEE cannot utilize the present database with respect to the matter applicable or likely to be applicable to each of the following items.

1. Matters not approvable under normal social conventions.

2. Matters offensive to public order and morals.

3. Matters constituting a violation of fundamental human rights of an individual.

4. Specifying the test subjects or bringing the test subjects to a state assumable by third parties.

5. Profit-making utilization.

(Delivery and Introduction of Present Database):

Article 4: NICT shall deliver the present database to LICENSEE in the providing form NICT prescribed.

Article 4-2:

Upon examining the present database NICT provided, LICENSEE shall perform the introduction and adequate operation of the present database on its own responsibility.

(Announcement of Results)

Article 5: When announcing the results of use of the present database, LICENSEE shall refer to “use of the whole-body human database of Japanese average adult males and females jointly developed by National Institute of Information and Communications Technology, Incorporated Administrative Agency, Kitasato University, Keio University and Tokyo Metropolitan University” or cite in the paper of the following treaty.

Tomoaki Nagaoka, Soichi Watanabe, Kiyoko Sakurai, Etsuo Kunieda, Satoshi Watanabe, Masao Taki and Yukio Yamanaka, “Development of Realistic High-Resolution Whole-Body Voxel Models of Japanese Adult Male and Female of Average Height and Weight, and Application of Models to Radio-Frequency Electromagnetic-Field Dosimetry,” Physics in Medicine and Biology, Vol. 49, pp. 1-15, 2004.

Article 5-2: When announcing the results of use of the present database altered, LICENSEE shall add to the explanation on the altered portions.

(Accountability)

Article 6: LICENSEE shall report to NICT within a term from April 1 to April 30 every year on the utilization status of the present database including the research status, research results and result announcement performed within the term from April 1 of the last year or the effective date of the agreement to March 31 of this year.

(Handling of changes etc. of fundamental Licensee)

Article 7: When the right holder of the fundamental license of the present database has anything to change including affiliation, organization reform, employee movement, etc., LICENSEE shall inform NICT beforehand of it in writing.

(Attribution of copyright etc.)

Article 8: The intellectual property rights including the copyrights, the rights of ownership in accordance with the Civil Code and all other rights belong to NICT. Furthermore, the present database partially altered or edited similarly belongs to NICT.

(Immunity)

Article 9: NICT has no responsibility for the defects of the present database and altered database at all to the fullest extent irrespective of any legal reason.

Article 9-2: NICT has no responsibility for all the damages incurred in respect of the present database at all to the fullest extent.

(Duty to Keep Secret)

Article 10: NICT and LICENSEE shall not leak to third parties the confidential information of the counterparty obtained based on the present agreement. When NICT and LICENSEE disclose the confidential information to third party, NICT or LICENSEE shall obtain a letter of consent in advance from the counterparty. The information applicable to each of the following items is not regarded as the confidential information.

1. Information which has already become publicly known when being disclosed or information which has become publicly known without depending on the responsibility of the receiving party after being disclosed.

2. Information the receiving party has already retained when being disclosed.

3. Information received from authorized third parties without any duty to keep secret.

4. Information independently developed and acquired without depending on the confidential information disclosed from the counterparty to the receiving party.

(Agreement Term):

Article 11 The present agreement shall be effective for three years from the effective date of the present agreement insofar as the present agreement is not cancelled based on the provision of Article 12 below. The present agreement shall effectively continue for one year when LICENSEE has had reasonable grounds and informed NICT of the same 60 days before the termination of the present agreement and NICT has approved of the same, and thereafter as well.

(Immediate Termination of Agreement):

Article 12: NICT can offer cancellation of the agreement by way of a notice in writing to LICENSEE when LICENSEE falls under each of items below. In this case, the agreement terminates on the day on which the offer of cancellation is noticed.

1. when LICENSEE has violated the provisions of the present agreement.

2. when LICENSEE has attained the object of the research conducted utilizing the present database.

3. when LICENSEE has received an offer of levy, provisional levy, provisional ruling or auction, or levy by delinquency in tax and public dues.

4. when LICENSEE has dishonored drafts and checks, received a petition in bankruptcy, an offer of start of the civil rehabilitation proceedings, an offer of

start of the corporate consolidation, an offer of start of the corporate reorganization proceedings or a final return of liquidation.

5. when the organization including the research group and research laboratory to which LICENSEE belongs has been disbanded.

6. when the fact that the agreement was concluded based on false indication and counterfactual report by LICENSEE has been aware of.

Article 12-2: When LICENSEE falls under any of the items under Article 12 to cancel the agreement, it loses the benefit up to the due date and shall fulfill all other obligations relating to the present agreement.

Article 12-3: When LICENSEE falls under any of the items under Article 12 to find that intentional or negligent damages are given to NICT, in spite of the presence or absence of the cancelled agreement, it shall compensate for the ordinary direct damages resulting from the failure to pay financial debt or abuse of rights, provided that the case where damages are particularly determined in the present agreement is excluded.

(Provision for Termination of Agreement):

Article 13: When the present agreement has terminated, the fundamental license stipulated in Article 2 ceases to exist ex officio.

Article 13-2: LICENSEE shall return to NICT or purge all information relating to the present database (including the duplicating and altered ones) utilized based on the fundamental license in accordance with the instructions of NICT within 30 days of the date of termination of the present agreement and submit a defeat certificate showing that the information has completely been purged from research equipment etc.

Article 13-3: Even after the termination of the present agreement, Article 9 (Immunity) and Article 10 (Duty to Keep Secret) further continue to exist effectively.

(Conference):

Article 14: As regards items not stipulated in the present agreement and interpretational questions relating to each article, NICT and LICENSEE shall confer separately to conspire amicable settlement.

(Court Jurisdiction and Applicable Law):

Article 15: With respect to an appeal relating to the present agreement, The Tokyo District Court shall be designated as an exclusive competent court of first instant.

Article 15-2: The completion and effect of the present agreement and the interpretation and execution of problems arising in re the present agreement shall be pursuant to the Japanese Law.

In witness of the agreement conclusion, the present agreement was prepared in duplicate. Each of NICT and LICENSEE retains the duplicate having been signed and sealed.

Date:

(NICT)  
National Institute of Information and Communications  
Technology, Incorporated Administrative Agency  
4-2-1 Nukui-Kitamachi, Koganei-shi, Tokyo, Japan  
Group Leader: Tatsuhito Ootake (Seal)

[Signature] \_\_\_\_\_

(LICENSEE)  
(Name of Organization and Affiliation)  
(Address)  
(Post and Representative Researcher) (Seal)

[Signature] \_\_\_\_\_