

(DISCLAIMER: This English version is a reference translation of the original Japanese document. This translation may be used only for reference purposes.)

## Embedded Multicore Consortium Regulations Governing the Intellectual Property Rights Over Developed Deliverables

Enacted on October 22, 2014  
Proposal for revisions dated April 16, 2015

### Article 1 (Purpose)

These Regulations set forth the handling of intellectual property rights over developed deliverables at the Embedded Multicore Consortium (hereinafter referred to as "EMC").

### Article 2 (Definitions)

- (1) A program or other written work that has been developed or written (hereinafter referred to as "develop" or "developed") by a member of EMC (hereinafter referred to as "Member") and for which EMC has obtained the agreement of the Member that developed this written work as to the handling thereof in accordance with these Regulations shall be referred to as a developed deliverable of EMC (hereinafter referred to as "Developed Deliverable");
- (2) The provisions of the preceding paragraph shall not be construed so as to have the development of a Developed Deliverable by a Member impede efforts to alter and develop written works other than the Developed Deliverable.
- (3) Items prescribed as constituting items in a Developed Deliverable to be distributed within EMC shall be referred to as EMC officially released items (hereinafter referred to as "Officially Released Items").
- (4) A program or other written work that has been developed by a Member in the course of developing a Developed Deliverable and that does not constitute a Developed Deliverable of EMC shall be referred to as an intermediate deliverable and shall not be subject to the application of these Regulations.

### Article 3 (Ownership of intellectual property rights)

- (1) All intellectual property rights linked to a Developed Deliverable shall belong to the Member that developed the Developed Deliverable and the Member that developed the Developed Deliverable shall grant EMC handling rights in accordance with these Regulations.
- (2) Notwithstanding the preceding paragraph, where an agreement is reached by and between the Member that developed a Developed Deliverable and EMC, intellectual property rights linked to the Developed Deliverable may be vested in EMC.
- (3) The provisions of the preceding two (2) paragraphs shall also apply to Developed Deliverables developed by EMC upon obtaining a public grant; provided, however, that this shall not apply where this is not permitted for systemic reasons.

### Article 4 (Terms and conditions of use)

- (1) Except in cases falling under the following items, the terms and conditions applicable to the use of a Developed Deliverable shall comprise an EMC license for programs and attached documents (hereinafter referred to as "Software") and an EMC document license for written works rendered independent of programs (hereinafter referred to as "Documents"):
  - (i) Where a Developed Deliverable that has been developed by altering a written work other than a Developed Deliverable cannot be distributed with either an EMC license or an EMC documents license due to the restrictive terms and conditions of use applicable to the original written work;

- (ii) Where a Developed Deliverable constitutes an early-release item under Article 9 hereof;
- (iii) Where it is deemed to be particularly required by EMC.
- (2) The terms and conditions applicable to the use of Officially Released Items shall comprise an EMC license or EMC documents license. Developed Deliverables that cannot be delivered under these terms and conditions of use are not included in Officially Released Items.
- (3) The timing at which Developed Deliverables are generally released to the public shall be prescribed by Committee established within EMC.

Article 5 (Obligations of a Member in connection with compliance)

- (1) No Member shall distribute or disclose Developed Deliverables or other information distributed exclusively among Members to a non-Member without the permission of EMC.
- (2) A Member using for itself an intellectual property right linked to a Developed Deliverable belonging thereto shall not be subject to the provisions of the preceding paragraph.

Article 6 (Obligations of a Member in connection with copyright)

A Member shall not infringe upon the copyright of another party in a Developed Deliverable developed by the Member.

Article 7 (Obligations of a Member in connection with industrial property rights)

- (1) Where an industrial property right owned by a Member (such as a patent right, utility model right, and any right under application) is exercised or used in a Developed Deliverable developed by the Member, the Member must permit users of the Developed Deliverable to exercise the said industrial property right free of charge.
- (2) Notwithstanding the preceding paragraph, where a Member, EMC, or a user of a Developed Deliverable is subject to a suit filed by another user of the Developed Deliverable for an infringement of an intellectual property right, the Member or EMC may terminate the granting of permission as provided for in the preceding paragraph to the user who filed the suit.
- (3) Where a Member constitutes a section of a juridical person, the provisions of the preceding two (2) paragraphs shall apply only to an industrial property right that is owned by the juridical person, provided that the inventor or designer linked to the said industrial property right belongs to the said section.

Article 8 (Reporting obligations of a Member)

Where a Member discovers that a Developed Deliverable infringes upon an intellectual property right, the Member must promptly report the fact thereof to EMC.

Article 9 (Early release)

- (1) In principle, a Developed Deliverable shall be distributed exclusively to Members before it is released to the general public. A Developed Deliverable distributed in this manner shall be referred to as an early-release item.
- (2) Even where an EMC license or EMC documents license is indicated for an early-release item, an early-release item must not be re-distributed to a non-Member except in either of the following cases:
  - (i) Where Software is embedded in equipment or is otherwise redistributed in a form that prevents use for Software development;
  - (ii) Where individually approved by EMC.

- (3) For individual Members (individual regular members, associate members, and individual special members), the provisions of the preceding paragraph shall apply even to persons belonging to the same organization.
- (4) Where a Member constitutes a section of a juridical person, the provisions of paragraph (2) hereof shall apply even to persons belonging to another section of the same juridical person.
- (5) Where a Member uses for itself an intellectual property right linked to a Developed Deliverable that belongs thereto, the Member shall not be subject to the provisions of paragraphs (1), (2), (3), and (4) hereof.

Article 10 (Amending these Regulations)

Any amendment to these Regulations must be made through the adoption of a resolution at a general meeting.

(Appendix 1) EMC License (Japanese language version)

<Name of software>

Copyright (c) <year of development> by <copyright holder 1>

Copyright (c) <year of development> by <copyright holder 2>

...

The above copyright holders shall permit the use, reproduction, alteration, and redistribution (hereinafter referred to as "use") of the Software (including altered versions of the Software; same hereinafter) free of charge provided that conditions (i) through (iv) as enumerated below are satisfied; provided, however, that the copyright holders may terminate the granting of permission to a user where they are subject to a suit filed by the said user for an infringement of an intellectual property right:

- (i) Where the Software is used in the form of its source code, the above copyright indication, these terms and conditions of use, and the non-guarantee provisions below shall be included on an unmodified basis in the source code;
- (ii) Where the Software is redistributed in a library format or other form that can be used for the development of other Software, the above copyright indication, these terms and conditions of use, and the non-guarantee provisions below shall be printed in Documents associated with re-distribution (such as user manuals);
- (iii) Where the Software is embedded in equipment or otherwise re-distributed in a form that cannot be used for the development of other Software, either of the following conditions shall be satisfied:
  - (a) The above copyright indication, these terms and conditions of use, and the non-guarantee provisions below shall be printed in Documents associated with re-distribution (such as user manuals);
  - (b) The form of re-distribution shall be reported to the Embedded Multicore Consortium by way of a separately prescribed method.
- (iv) Neither the above copyright holders nor the Embedded Multicore Consortium shall be held liable for any damage directly or indirectly arising from use of the Software.  
Neither the above copyright holders nor the Embedded Multicore Consortium shall be responsible for accommodating demands based on any grounds made by a user or end user of the Software.

The Software is provided free of charge. No guarantee, including in terms of suitability for a specific purpose of use, is made with respect to the Software by either the above copyright holders or the Embedded Multicore Consortium. No liability shall be assumed in connection with any damage directly or indirectly arising from use of the Software.

(Appendix 2) EMC Document License (Japanese language version)

<Name of document>

Copyright (c) <year of production> by <copyright holder 1>

Copyright (c) <year of production> by <copyright holder 2>

...

The above copyright holders shall permit the use, reproduction, alteration, and re-distribution (hereinafter referred to as "use") of the Documents (including altered versions of the Documents; same hereinafter) free of charge provided that conditions (i) through (iii) as enumerated below are satisfied; provided, however, that the copyright holders may terminate the granting of permission to a user where they are subject to a suit filed by the said user for an infringement of an intellectual property right:

- (i) Where the Documents are used, the above copyright indication, these terms and conditions of use, and the non-guarantee provisions below shall be included on an unmodified basis in the Documents;
- (ii) Where the Documents are altered, a statement of the fact that the Documents have been altered shall be included in the altered Documents; provided, however, that this shall not apply where the altered Documents constitute a Developed Deliverable as designated by the Embedded Multicore Consortium;
- (iii) Neither the above copyright holders nor the Embedded Multicore Consortium shall be held liable for any damage directly or indirectly arising from use of the Documents.  
Neither the above copyright holders nor the Embedded Multicore Consortium shall be responsible for accommodating demands based on any grounds made by a user or end user of the Documents.

The Documents are provided free of charge. No guarantee, including in terms of suitability for a specific purpose of use, is made with respect to the Documents by either the above copyright holders or the Embedded Multicore Consortium. No liability shall be assumed in connection with any damage directly or indirectly arising from use of the Documents.