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## Embedded Multicore Consortium Regulations Governing Committee

### Chapter 1: General provisions

#### Article 1 (Purpose)

These Regulations set forth the required matters in connection with any Committee to be established pursuant to the provisions of Article 35 of the Articles of Association of the Embedded Multicore Consortium.

### Chapter 2: Committee organization

#### Article 2 (Purpose of Committee)

The purpose of Committee shall be prescribed through the adoption of a resolution at a meeting of the Executive Board pursuant to the provisions of paragraph (2) of Article 35 of the Articles of Association of the Embedded Multicore Consortium.

#### Article 3 (Committee Chair)

- (1) One (1) Committee Chair shall be established for Committee.
- (2) Committee Chair shall be appointed from amount the regular members by the Executive Board.
- (3) Committee Chair shall administer the affairs of Committee thereof.

#### Article 4 (Members)

Members of Committee shall be appointed by Committee Chair from among the regular members.

#### Article 5 (Convening meetings of Committee)

Meetings of Committee shall be convened by Committee Chair.

#### Article 6 (Temporary members)

- (1) Where deemed necessary by Committee Chair, temporary members can be established for Committee thereof.
- (2) Temporary members of Committee shall be appointed by Committee Chair.

#### Article 7 (Attendance of persons other than members)

Where deemed necessary, Committee may request the attendance of persons other than members and solicit their opinions.

### Chapter 3: Handling of information

#### Article 8 (General rule)

Information provided or disclosed by a member (including temporary members; same hereinafter) for actions undertaken by Committee may be used by other members in accordance with these Regulations; provided, however, that there must be no infringement of the industrial property rights or other rights of the member that provided or disclosed the said information.

#### Article 9 (Confidential information)

- (1) "Confidential information" as used in this chapter shall consist of the following:

- (i) Information that has been disclosed or provided at a meeting of Committee by a member disclosing information (hereinafter referred to as “Disclosing Party”) to a member receiving information (hereinafter referred to as “Recipient”) in written form, on a magnetic medium, in electronic mail or on another electronic medium, or otherwise in a form resulting from its tangible embodiment in another medium and for which the fact of its confidentiality has been indicated;
  - (ii) For information that has been disclosed at a meeting of Committee to a Recipient by oral or visual means or otherwise by way of a method not involving the tangible embodiment of information in a medium, information for which the Disclosing Party indicated the fact of the confidentiality thereof at the time of its disclosure and, within thirty (30) days of the date of the disclosure thereof, summarized the contents thereof in written form and submitted the results thereof with an indication of the fact of the confidentiality thereof to the said Committee;
  - (iii) For information that has been disclosed or provided at a meeting of Committee in a form constituting a sample article, information for which the fact of the confidentiality thereof was indicated on the said sample article or on the packaging or container thereof (including information that came to be known from a sample article on which the said indication was made);
  - (iv) Proposed specifications of Committee prior to its establishment;
  - (v) Other deliverables of Committee that have been designated as confidential at a meeting of the said Committee.
- (2) Confidential information as provided for in the preceding paragraph shall not include the following types of information:
- (i) Information that was already in the possession of the Recipient at the time it was disclosed or provided and for which there was no obligation to maintain confidentiality;
  - (ii) Information that was already publicly known at the time it was disclosed or provided;
  - (iii) Information that became publicly known after it was disclosed or provided for a reason not attributable to the Recipient;
  - (iv) Information that the Recipient lawfully obtained from a third party other than the Disclosing Party without having to assume an obligation to maintain confidentiality;
  - (v) Information that the Disclosing Party disclosed to a third party without assuming an obligation to maintain confidentiality;
  - (vi) Information that the Recipient independently developed without referring to confidential information.

Article 10 (Maintaining confidentiality)

- (1) The Recipient may not disclose, divulge, or publicize confidential information belonging to the Disclosing Party to a third party other than the Disclosing Party, except in a case as specified in Article 11 hereof, or use such information for a purpose other than the purpose of Committee. In all cases, the standard by which confidential information shall be managed shall not fall short of the duty of due care of a good manager.
- (2) The Recipient may copy confidential information only to the extent that such an action is reasonably required to attain the purpose of Committee. Where confidential information belonging to the Disclosing Party is copied pursuant to this paragraph, an indication of the fact that the copy is as confidential as the original must be made.
- (3) Where the disclosure of confidential information subject to the strict obligation to maintain confidentiality as mandated in this Chapter at a meeting of Committee is desired, the said Committee members may separately consult with one another and decide on matters concerning the handling thereof in writing.

Article 11 (Scope of disclosure)

- (1) The Recipient shall disclose confidential information disclosed or provided by the Disclosing Party only to its own board members and employees who need to know in order to attain the purpose of Committee (including, for a university, teaching staff members belonging to the university as well as undergraduate students, graduate students, and post-doctoral students who have not concluded an employment agreement with the university; the same hereinafter) and shall guarantee to the Disclosing Party that board members and employees to whom the information was disclosed shall assume and fulfill the same obligations as the obligations that are assumed by the Recipient pursuant to these Regulations.
- (2) Where the Recipient receives a request made by a public office, a court of law, or other public body to disclose confidential information belonging to the Disclosing Party pursuant to the relevant law, ordinance, or order, the Recipient may disclose the confidential information in question to the said public body. In such a case, the Recipient shall notify the Disclosing Party in advance of the disclosure in question in order to ensure that protective measures can be taken for the confidential information to be disclosed and shall cooperate with the Disclosing Party in order to minimize the scope of the disclosure. Where reasonable grounds rendering it difficult to provide the said Disclosing Party with prior notification exist, notification shall be promptly made on an ex-post facto basis.
- (3) Notwithstanding the provisions of the preceding two (2) paragraphs, the Recipient may, where it is necessary to disclose confidential information that has been disclosed by the Disclosing Party to a third party in order to attain the purpose of Committee, obtain the prior, written consent of the Disclosing Party, conclude a confidentiality agreement to ensure fulfillment of the same obligation to maintain confidentiality as set forth in these Regulations with the said third party, and disclose the said confidential information to the said third party on condition that the Disclosing Party is provided a guarantee that the said third party will comply with the said obligation to maintain confidentiality. While the Recipient may disclose confidential information to another member in order to attain the purpose of Committee without having to obtain the consent of the Disclosing Party, disclosure to the said other member shall be carried out in such a way that it is understood that the said confidential information constitutes confidential information belonging to the Disclosing Party at the time of the disclosure thereof. For confidential information belonging to the said Disclosing Party, the said other member shall be deemed to be the Recipient of the said confidential information.

Article 12 (Negation)

- (1) No provisions other than these Regulations shall impose any obligation to disclose information whatsoever on a member.
- (2) Except where expressly provided for in these Regulations, the Disclosing Party neither assigns nor licenses any rights pertaining to information that it discloses pursuant to these Regulations to the Recipient.
- (3) The disclosure of information to a Recipient pursuant to these Regulations shall not be construed as a commitment made by a member to commence any sort of transaction with another member.

Article 13 (Prohibition against the assignment of rights and obligations)

No member shall assign or submit as collateral any rights or obligations pursuant to these Regulations, in whole or in part, to a third party without obtaining the prior written consent of all other members.

Article 14 (Non-guarantee)

No member assumes any liability for defects or gives any warranty, including with respect to the existence of any infringement of the intellectual property rights of a third party, in connection with information that it discloses or with the use thereof.

Article 15 (Handling of new inventions)

Where the Recipient produces an invention or design using confidential information in the course of attaining the purpose of Committee and intends to file a patent application or an application for the registration of a utility model, a written notification of the fact thereof shall be made to the Disclosing Party and the ownership thereof, the method by which the application is to be filed, handling matters, and other pertinent details shall be subject to consultations held in good faith prior to the filing of a patent application or an application for the registration of a utility model.

Article 16 (Effective term)

Unless otherwise specified, the obligation to maintain confidentiality as provided for in this chapter shall remain in force for a period of three (3) years from the date on which the said confidential information is received.

Article 17 (Effect after withdrawal)

A member that has withdrawn from Committee shall continue to be subject to the provisions of this chapter.

Supplementary provisions

1. These Regulations shall take effect on April 16, 2015.