

Research Announcement on Greenhouse gases Observing SATellite Series

Appendix B

General Terms and Conditions for the Joint Research Agreement in Accordance with the Research  
Announcement on Greenhouse gases Observing Satellite Series

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## **General Terms and Conditions for the Joint Research Agreement in Accordance with the Research Announcement on Greenhouse gases Observing Satellite Series**

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Japan Aerospace Exploration Agency  
National Institute for Environmental Studies  
Office of Global Environment and Decarbonizing Innovation Research,  
Policy and Coordination Division, Global Environment Bureau,  
Ministry of the Environment of Japan

The Japan Aerospace Exploration Agency (JAXA), the National Institute for Environmental Studies (NIES), and the Ministry of the Environment (MOE) of Japan (hereinafter collectively, the “Three Parties”) hereby issue a research announcement on the Greenhouse Gases Observing Satellite Series (abbreviated “GOSAT RA”) (hereinafter, “RA”) to solicit research proposals that utilize any products defined in the GOSAT/GOSAT-2 Data Policy (hereinafter, “GOSAT Data”) aiming to further enhance and exploit the outcomes obtained from the Greenhouse gases Observing SATellite (GOSAT) and the Greenhouse gases Observing SATellite 2 (GOSAT-2). The Three Parties have decided to carry out joint research (hereinafter, “Joint Research”) based on those proposals that have been evaluated as appropriate by the Research Announcement on Greenhouse Gases Observing SATellite Series (GOSAT RA) Selection and Evaluation Committee, established separately from the Three Parties (hereinafter, the “Committee”) from those submitted in response to the RA. The Three Parties shall herein provide the General Terms and Conditions for the Joint Research Agreement in accordance with Research Announcement on Greenhouse Gases Observing Satellite Series (hereinafter, “Terms and Conditions”).

The Principal Investigator (hereinafter, “PI”) is a person who writes a research proposal in response to the RA. The Research Organization (hereinafter, “RO”) is the organization with which the PI is affiliated. The Three Parties and the RO are each hereinafter referred to as a “Party” or collectively as “Parties”. The RO shall agree to comply with the Terms and Conditions and send an application form for the Joint Research. The agreement for the Joint Research between Parties (hereinafter, “Agreement”) shall be executed accordingly as NIES issues a written notice (hereinafter, “Letter of Notice”) to the RO whose application for the Joint Research is approved by the Three Parties based on the evaluation of the Committee. If the PI is not affiliated with any such RO, references to the “RO” should hereunder be substituted with “PI”.

### Article 1 (Definitions)

1.1 For the purposes of the Terms and Conditions, the following terms shall have the meanings below.

- 1.1.1 “Earth Observation Satellite Data” is data acquired by the earth observation satellites (except GOSAT Data) of which JAXA has ownership at the time of the data provision. The names of the subject satellites and sensors, and each available observation period and area is listed in the Appended Table.
- 1.1.2 “Satellite Operation Data” is data acquired either as housekeeping (HK) telemetry data or as calibration data.
- 1.1.3 “Research Results” shall mean any outcomes obtained in the course of the execution of the Joint Research associated with the Agreement. This shall refer to any deliverables, including reports, charts, and data acquired in the course of the execution of the Joint Research using GOSAT Data and Earth Observation Satellite Data by the PI, in line with the work plan submitted with the proposal, or technical outcomes and scientific findings that are congruent with the purposes of the Joint Research, including but not limited to inventions, devices, designs, copyrighted literary works, and “know-how”, which are indicated as Research Results in documents including, but not limited to, research reports prepared in accordance with the provisions of Article 5 hereof.
- 1.1.4 “Intellectual Property Rights” shall refer to the rights stipulated in Article 2.2 of the Japanese Intellectual Property Basic Law.
- 1.1.5 “Implementation” of Intellectual Property Rights shall refer to any actions stipulated by Article 2.3 of the Patent Law; Article 2.3 of the New Utility Model Law; Article 2.3 of the Design Law; Article 2.3 of the Trademark Law; Article 2.3 of the Law Concerning Semiconductor Integrated Circuit Layouts; the creation of derivative works as stipulated by Article 2.1.11 of the Copyright Law; and actions stipulated by Articles 2.1.15, Articles 2.1.19 and 2.1.20 of the same law as regards the implementation of “know-how.”
- 1.1.6 “Interim Evaluation” shall refer to the evaluation by the Three Parties of the Research Results on the basis of the Progress Report and Interim Report on Research Results as compiled and submitted by the RO in accordance with Article 5.2 hereof.
- 1.1.7 “Invention(s)” shall specifically include inventions and improvement inventions subject to patent rights, devices subject to utility model rights, creations subject to design rights, trademark rights, circuit layout access rights, and copyrighted literary work rights (including programs), as well as knowledge or skills designated as constituting “know-how” as defined in Article 6 hereof.
- 1.1.8 The “Co-Investigator” (hereinafter, “Co-I”) is an investigator who cooperates in the research activities represented by the PI and shall be approved by the RO and registered by the Three Parties. The Co-I is required to either have obtained a doctorate degree in a relevant field or currently be in the latter stages of attendance in a graduate school doctoral course, or have experience or qualifications equivalent to or exceeding the aforementioned.
- 1.1.9 “RA Investigators” is the collective term indicating the PI, the Co-I, and other supporting investigators, including students, research assistants, and postdoctoral fellows whose involvement shall be requested in writing by the RO and approved by the Three Parties.

## Article 2 (Roles and Responsibilities in the Joint Research)

- 2.1 The Three Parties shall undertake the tasks defined in each of the following provisions in conjunction with the Joint Research.
  - 2.1.1 Acceptance of data processing requests as submitted by the RO to the extent that has previously been acknowledged and approved, and provision of the requested GOSAT Data to the RO;
  - 2.1.2 Provision of information on Satellite Operation Data, etc. necessary for the RO to carry out its research activities under the RA scheme, to the extent possible;
  - 2.1.3 Evaluation of the Progress Report and Interim Report of Research Results in the Interim Evaluation and notification of the results of this evaluation to the RO; and
  - 2.1.4 Organization of research report meetings and other assemblages of relevant persons necessitated in the course of the execution of the Joint Research.
- 2.2 The RO shall undertake the tasks defined in each of the following provisions in conjunction with the Joint Research.
  - 2.2.1 Implementation of the research in accordance with the work plan for the Joint Research while ensuring the highest standards of research ethics and integrity. If any research misconduct occurs, the RO and the PI shall bear full responsibility for that;
  - 2.2.2 Submission of the Progress Report, Interim Report of Research Results, and the Final Report of Research Results to the Three Parties; and
  - 2.2.3 The PI or the Co-I's participation in the research report meetings and assemblages of relevant persons necessitated in the course of the execution of the Joint Research organized by the Three Parties.
- 2.3 JAXA shall provide the Earth Observation Satellite Data necessary for the implementation of the Joint Research free of charge to the RO.

## Article 3 (Investigators to be Engaged in the Joint Research)

- 3.1 The RO shall ensure that the PI, designated in the research proposal, participates in the Joint Research.
- 3.2 The Co-I is mutatis mutandis bound by the articles governing the RO in the Terms and Conditions, and the PI shall be responsible for taking every possible measure to ensure that the Co-I observes the stipulations provided for in the Terms and Conditions.
- 3.3 If the PI intends to add an investigator as a Co-I, the PI shall apply to the Committee in writing for approval for such by the Three Parties.
- 3.4 If the PI intends to solicit the participation of an investigator who is not registered as such by the Three Parties, in the Joint Research as an RA Investigator, the PI shall notify the Three Parties of such in writing and take the necessary measures to ensure that the new RA Investigator observes the stipulations provided for in the Terms and Conditions.
- 3.5 The RA Investigators, excluding the PI and the Co-I, may access the GOSAT Data under the

supervision of the PI and the Co-I for tasks necessitated in the fulfillment of the purposes as defined in the research proposal.

#### Article 4 (Research Expenses)

The Three Parties and the RO shall individually bear expenses incurred in the course of performing the respective tasks associated with the Joint Research.

#### Article 5 (Preparation of Research Result Reports)

- 5.1 The RO shall collate and organize the Research Results produced during the term of the Joint Research in a written report (the Final Report of Research Results) in English or in Japanese and submit it to the Three Parties upon completion of the Joint Research.
- 5.2 In accordance with the notifications provided for in the Letter of Notice issued by NIES, the RO shall in principle submit the Progress Report or Interim Report of Research Results once a year in English or in Japanese, to the Three Parties, for the purpose of the Interim Evaluation of the Research Results. Notwithstanding the foregoing, if the research term shall be completed within a year after the Joint Research is agreed, such submission is not necessary.

#### Article 6 (Designation and Definition of “Know-How”)

- 6.1 The Three Parties and the RO shall promptly indicate any items, including knowledge, skills or facilities that are deemed as constituting “know-how”. Specifically, know-how shall refer to any faculty or skill in a particular activity specifically relevant to the execution of the Joint Research and that is attained in the course of the execution of any aspect thereof (hereinafter, “Know-How”), from the items stated as Research Results in the research reports provided for in the preceding Article, and agreement on such shall be reached by mutual discussion and consensus.
- 6.2 When indicating items constituting Know-How, the Parties hereto shall clearly stipulate the period over which the indicated Know-How shall be considered confidential (hereinafter, “Confidentiality Period”).
- 6.3 The Confidentiality Period as set forth hereinabove shall be determined in consultation between the Three Parties and the RO, whereas it is set, in principle, at five (5) years from the day following the completion of the Joint Research, provided, however, that the Three Parties and the RO may extend or shorten the Confidentiality Period by mutual discussion and consensus agreement.

#### Article 7 (Installation of Equipment)

- 7.1 The Three Parties and the RO may install into the facilities of any other Party the necessary equipment and other materials necessary for the implementation of the Joint Research, provided that such installation is approved by the other Party in advance. In this case, the Party responsible for such installation shall abide by the rules and regulations of the other Party.
- 7.2 The Three Parties and the RO shall not use the equipment or materials installed by the other Party

(hereinafter, “Installed Materials”) for any purposes other than the implementation of the Joint Research.

- 7.3 If the Installed Materials are lost or damaged, regardless of the cause thereof, the Three Parties and the RO shall promptly notify the other Parties.

#### Article 8 (Exchange of Technical Documents)

- 8.1 The Three Parties and the RO shall mutually provide their own technical documents, including but are not limited to, programs (other than the GOSAT Data) necessary for the implementation of the Joint Research (hereinafter, “Technical Documents”) free of charge to the other Party, allow the other Party to use the Technical Documents, and may request advice from the other Party as necessary in connection with any such documentation. However, the Technical Documents to be provided by the Three Parties shall be limited to those that do not conflict with the Foreign Exchange and Foreign Trade Act.
- 8.2 The Three Parties and the RO shall not use the Technical Documents as set forth hereinabove provided by the other Party for any purpose other than the implementation of the Joint Research, nor disclose them to any third Party not involved in the Joint Research without the other Party’s agreement.
- 8.3 The Three Parties and the RO shall return, discard, or store the Technical Documents provided by any of the other Parties, after the expiration of the Agreement, according to the instructions given by the other Party.

#### Article 9 (Provision of and Rights to the GOSAT Data)

- 9.1 The Three Parties shall provide the RO with the GOSAT Data free of charge, based on Article 2.1.2 hereof, conforming to the stipulations hereunder.
- 9.1.1 The RO shall be provided with the GOSAT Data to the extent approved for submitting data distribution requests by the Three Parties based on the proposal of the Committee.
- 9.1.2 The Three Parties shall not be liable for guaranteeing the quality or the timely delivery of the GOSAT Data.
- 9.1.3. The Three Parties shall not be liable for any situation in which the RO is unable to access the GOSAT Data due to an anomaly of GOSAT or GOSAT-2, operational constraints, or other contingency.
- 9.2 The RO shall abide by the following provisions with regard to the acquisition and handling of the GOSAT Data to be provided by the Three Parties directly or through other organizations.
- 9.2.1 The RO shall be entitled to submit observation requests to the extent predetermined per research theme by the Three Parties based on the proposal of the Committee. However, applications of such requests will be cancelled after the termination of the Agreement.
- 9.2.2 The RO may use the GOSAT Data solely for the purpose of the implementation of the Joint Research.
- 9.2.3 The RO shall not duplicate the GOSAT Data, in part or in full, except standard data

products for any purpose other than data backup, except for duplication of the data to distribute to the RA Investigators, and then solely for the purpose of the implementation of the Joint Research.

9.2.4 The RO shall handle the GOSAT Data such that the original data is recoverable in accordance with the provisions of Article 16 “Confidentiality” hereof, and shall not provide or disclose such, in part or in full, to any third party not involved in the Joint Research.

9.2.5 When the Agreement expires, the RO shall return, dispose of, or appropriately store the GOSAT Data provided by the Three Parties according to the terms of use defined in the GOSAT/GOSAT-2 Data Policy.

9.3 Any rights regarding the GOSAT Data provided to the RO by the Three Parties shall conform to the following:

9.3.1 “Intellectual Property Rights” related in any way to the GOSAT Data provided to the RO shall belong to the Three Parties.

9.3.2 Notwithstanding the preceding provision, if the RO modifies the GOSAT Data and creates higher-level, value-added data such that the original data is unrecoverable, by means of advanced data processing, in the process of implementing the Joint Research, the ownership of the “Intellectual Property Rights” of such data shall be determined upon consideration of the respective shares equivalent to intellectual contribution by each of the Three Parties and the RO to the data, along with any other contingent factors, in mutual consultation.

#### Article 10 (Provision of data other than GOSAT Data)

10.1 JAXA shall provide the RO with Earth Observation Satellite Data free of charge via internet, in accordance with Article 2.3 hereof, conforming to the following items:

10.1.1 The data to be provided to the RO by JAXA shall be limited in accordance with the capacity of data processing facilities and the amount of resources of JAXA. Among the Earth Observation Satellite Data, the standard processing data acquired by Advanced Land Observing Satellite (ALOS) and Advanced Land Observing Satellite-2 (ALOS-2) to be provided to the RO shall be limited to twenty (20) scenes in total for one (1) fiscal year.

10.1.2 JAXA shall not be liable for guaranteeing the quality or the timely delivery of the Earth Observation Satellite Data.

10.1.3 JAXA shall not be liable for any situation in which the RO is unable to access the Earth Satellite Observation Data due to anomalies of Earth Observation Satellites, operational constraints, or other contingencies.

10.2 The RO shall abide by the following conditions with regard to the acquisition and handling of the Earth Satellite Observation Data provided by JAXA.

10.2.1 Among the Earth Observation Satellite Data, the RO shall be entitled to utilize ALOS and ALOS-2 data solely for the purpose of the implementation of the Joint Research.



10.2.2 The RO shall not duplicate all or any portion of the ALOS or ALOS-2 data for any purpose other than data backup, except for duplication of the data to distribute to the RA Investigators, and solely for the purpose of the implementation of the Joint Research.

10.2.3 The RO shall not disclose the acquired ALOS data and ALOS-2 data, in part or in full, to any parties other than the investigators who are engaged in the Joint Research.

10.2.4 When the Agreement expires, the RO shall return, dispose of, or appropriately store the ALOS and ALOS-2 data provided by JAXA in accordance with the instructions given by JAXA.

10.2.5 With respect to the Earth Observation Satellite Data acquired via the Globe Portal System (G-Portal), the RO shall abide by the terms of use defined for G-portal.

10.3 Any rights regarding the Earth Observation Satellite Data provided by JAXA to the RO shall conform to the following:

10.3.1 “Intellectual Property Rights” related in any way to the Earth Observation Satellite Data provided to the RO shall belong to JAXA, while “Intellectual Property Rights” related in any way to the ALOS PALSAR Data belong jointly to JAXA and the Ministry of Economy, Trade and Industry (METI).

10.3.2 If the RO modifies the Earth Observation Satellite Data and creates higher-level value-added data such that the original data is unrecoverable, by means of advanced data processing, in the process of implementing the Joint Research, the ownership of the “Intellectual Property Rights” of such data shall be determined upon consideration of the respective shares equivalent to the intellectual contribution by each of the Three Parties and the RO to the data, along with any other contingent factors, in mutual consultation.

10.3.3 Except for the cases stipulated in the preceding item, “Intellectual Property Rights” related in any way to the data created by modifying the Earth Observation Satellite Data shall belong to JAXA.

10.3.4 If the RO utilizes the modified Earth Observation Satellite Data for commercial use, the RO shall notify JAXA of such and abide by the instructions of JAXA in relation to the licenses.

#### Article 11 (Ownership of the Intellectual Property Rights and Application for Rights to Invention(s))

11.1 If any Invention(s) are derived in the course of the implementation of the Joint Research, the Three Parties and the RO shall promptly notify the other Party, and discuss the ownership of the Intellectual Property Rights and the formal application for rights to Invention(s).

11.2 If one of the Three Parties or the RO is singly and independently responsible for an Invention(s) in the course of the implementation of the Joint Research, the Intellectual Property Rights related to the Invention(s) shall belong solely to the inventing Party, and said Party may proceed with the application process at its own discretion, provided, however, that said Party obtains the approval of the other Party prior to such application. In such case, the cost and expenses associated with the application procedure and the preservation of the rights shall be borne by said Party.

11.3 If the Three Parties and the RO are jointly responsible for any Invention(s) in the course of the implementation of the Joint Research, both Parties shall co-own the Intellectual Property Rights related to such Invention(s), in proportion to the share of the Intellectual Property Rights as mutually discussed and agreed upon. The two Parties shall jointly undertake such actions as necessitated for the application for Intellectual Property Rights in accordance with the separate agreement regarding joint application to be executed between the Parties hereto. In such cases, the cost and expenses associated with the application procedure and the preservation of the rights shall be borne by both Parties in proportion to their respective portions of such Intellectual Property Rights.

11.4 If the RO intends on ensuring protection regarding its Intellectual Property for the purpose of the Joint Research carried out under the Agreement herein, the RO shall provide notice in writing to the Three Parties. The Three Parties shall agree that their approval for the RO to proceed with measures and procedures for the protection of its Intellectual Property will not be unreasonably withheld.

#### Article 12 (Overseas Application)

12.1 The provisions of the preceding Article shall apply also to the application procedure and the preservation of the Intellectual Property Rights in countries overseas.

12.2 If the Three Parties and the RO jointly apply for the Intellectual Property Rights to be commonly owned by both Parties, in accordance with the third paragraph of the preceding Article, in an overseas country, the two Parties shall confer sufficiently in advance.

#### Article 13 (Application of Research Results)

13.1 If the Three Parties or the RO intends to actively apply the Research Results, the Party may do so (or solicit a third party to do so to serve the Party's purposes) free of charge and without any obligation to obtain the prior consent of the other Parties, provided that any such use is for the purpose of facilitating its internal research and development, is not intended to generate profits, and is for peaceful ends.

13.2 If the Three Parties or the RO intends to use commonly-owned Intellectual Property Rights, the Party shall obtain the advance consent of the other Party and pay any fees associated with this use as determined in a separate agreement regarding the application of the Intellectual Property Rights to be executed between the Parties hereto, excepting such cases provided for in the preceding paragraph.

13.3 Observing Article 17 hereof (Disclosure of Research Results), the Three Parties may use, edit, duplicate, or distribute the Progress Report, and Interim Report of Research Results, as well as the Final Report of Research Results submitted by the RO. In such cases, the RO or RA investigators shall not exploit the moral rights of authorship.

Article 14 (Licensing of the Intellectual Property Rights to a Third Party)

- 14.1 If the Three Parties or the RO intends to license commonly-owned Intellectual Property Rights resulting from the Joint Research to a third party, the Party shall obtain the advance consent of the other Party in writing and both Parties shall discuss and determine the details of licensing conditions.
- 14.2 If the commonly-owned Intellectual Property Rights of the Parties hereto are licensed to a third party in accordance with the preceding provision, the Three Parties or the RO shall collect the license fee as determined in a separate agreement regarding the licensing of the Intellectual Property Rights to be executed between the Parties hereto, from the licensed third party. The license fee thus collected shall be distributed between the Three Parties and the RO in proportion to their respective shares of such Intellectual Property Rights.

Article 15 (Partial Transfer of Intellectual Property Rights)

- 15.1 The Three Parties and the RO may only execute a partial transfer of the Intellectual Property Rights resulting from the Joint Research to a designated party, having first consulted with and received the consent of the other Party. Any such transfer shall be executed in accordance with a separate agreement regarding the transfer of Intellectual Property Rights to be executed between the Parties hereto.
- 15.2 If the Three Parties or the RO intends to relinquish its share of commonly-owned Intellectual Property Rights the relinquishing Party shall first issue advance notification of such intention to the other Parties before completing such transfer, should the other Party so request.

Article 16 (Confidentiality)

- 16.1 For the purpose of the Joint Research, "Confidential Information" shall include all information to which any of the following provisions applies.
- 16.1.1 Documents and tangible products, such as samples, taken from the outcomes obtained in the course of the implementation of the Joint Research, which are indicated to be confidential, or any tangible and intangible items that have been identified as being confidential between the Three Parties and the RO in writing.
- 16.1.2 Technical information (including information stored in electromagnetic records and any copies or reproductions of confidential information) provided or disclosed in the course of implementing the Joint Research. If the information is disclosed as confidential through any media other than oral presentations, demonstrations, films, projections, or other documents and articles, the Disclosing Party shall summarize such Confidential Information in writing indicating as confidential and send it to the other parties within thirty (30) days from the day of disclosure.
- 16.2 Notwithstanding the provisions provided for in the preceding paragraph, information that falls under any of the following provisions shall not be treated as Confidential Information.
- 16.2.1 The Information is already in the public domain at the time of disclosure or at which the

Party became aware of it;

16.2.2 The Information became publicly known due to reasons not attributable to the Party after the time of disclosure or at which the Party became aware of it;

16.2.3 The Information can be proven to have already been known to the Party at the time of disclosure or at which the Party became aware of it;

16.2.4 The Information or contents can be proven to have been obtained by legal means from a third party with appropriate rights and without an obligation of confidentiality; or

16.2.5 The Information or materials can be proven to have been obtained by the Party independently of the disclosure of any such information by any of the other Parties.

16.3 The Three Parties and the RO shall manage the Confidential Information in an appropriate manner and shall not use it for any purpose other than the implementation of the Joint Research nor disclose it to any third Party than the investigators who are engaged in the Joint Research, except if written consent for the disclosure or divulgement of the information is obtained from the other party. However, if the disclosure is ordered in accordance with a court order or the corresponding laws, the information shall be disclosed to the necessary extent and the other party shall be informed of the disclosure promptly.

16.4 The Three Parties and the RO shall return, dispose of, or properly manage the Confidential Information provided by the other party in accordance with the instructions of the providing party.

16.5 The obligation to maintain confidentiality based on the preceding two paragraphs shall remain effective for five (5) years after the expiration (including the termination) of the Agreement, provided, however, that the Three Parties and the RO may extend or shorten the Confidentiality Period based on mutual discussion and agreement.

#### Article 17 (Disclosure of Research Results)

17.1 The Three Parties and the RO may disseminate or disclose the Research Results obtained in the course of the implementation of the Joint Research (hereinafter, "Disclosure of Research Results"), provided that the obligations set forth in Article 16 above are strictly observed.

17.2 In the case provided for in the preceding paragraph, the Three Parties or the RO intending to disclose the Research Results (hereinafter, "Disclosing Party") shall notify the other Party in writing of any such Disclosure of Research Results and obtain the prior written consent of the other Party in advance. In such cases, the notified Party shall not reject such request for approval without a justifiable reason. In respect to such notification from the RO to the Three Parties, in principle it shall be made at least thirty (30) days before submission to journals or presentation at conferences.

17.3 If the Party that receives notice under the preceding paragraph becomes aware that the contents to be disclosed have the potential to infringe on its future interests, the Party shall issue a written request to the Disclosing Party for the appropriate modification of the contents to be disclosed, and the Disclosing Party shall consult sufficiently with the other Party with respect to such. The Disclosing Party shall not disclose any such contents as outlined above in the notice received from the other Party in accordance with this provision due to the potential of a future infringement

of the other Party's interests, without the express approval of the other Party.

17.4 If the Disclosing Party carries out said Disclosure of the Research Results, that Party shall be required to make explicit the fact that the disclosed Research Results have been obtained in the process of the implementation of the Joint Research and indicate the source of the GOSAT Data.

17.5 The Three Parties and the RO shall be required to notify each other in accordance with the provision of the second paragraph above during the effective term of the Joint Research and also for one additional year from the day following the completion of the Joint Research, provided, however, that the Three Parties and the RO may choose to extend or shorten this period by mutual discussion and agreement.

#### Article 18 (Mutual Liability for Damage)

The Three Parties or the RO shall not claim for indemnification for any impediment or death that occurs to its staff or damage to or loss of its assets, caused by the other Party in the process of implementation of the Joint Research, unless such impediment or death occurring to its staff, or damage to or loss of its assets has resulted from the intentional malpractice or gross negligence of the other Party.

#### Article 19 (Temporary Suspension and Restart of the Joint Research)

The RO shall be permitted to temporarily suspend the Joint Research upon consultation with the Three Parties for any of the following reasons listed below, which can be considered as interruptions to the Joint Research beyond the control of the PI or RO. The duration of any such suspension and the timing of the restart of the Joint Research will be also decided upon consultation between the Three Parties and the RO. In such cases, none of the Parties hereto shall claim for any compensation whatsoever.

If the duration of any such suspension exceeds the effective term of the Agreement, or that the timing of the restart of the Joint Research cannot be anticipated, the RO shall request the termination of the Agreement to the Three Parties, who shall agree with the request in any of the circumstances outlined in Article 20.1.1.

- (1) Devastating natural disasters such as earthquakes, fires, windstorms, flooding, etc.
- (2) Retirement of the PI
- (3) Long-term hospitalization or medical treatment due to sickness or an accident involving the coordinating investigator for the research activity in question
- (4) Parturition, maternity leave, or nursing leave of the coordinating investigator for the research activity in question
- (5) Long-term business transfer or trip to another organization of the coordinating investigator for the research activity in question
- (6) Difficulty sustaining the research system and its environment due to budgetary constraints, etc.
- (7) Difficulty sustaining the research team due to organizational changes in the RO; and

- (8) Other unavoidable reasons not provided for above, which the Committee judges and the Three Parties confirm as constituting circumstances that hinder the effective implementation of the Joint Research.

#### Article 20 (Termination of the Agreement)

20.1 The Three Parties and the RO may terminate the Agreement in any of the following circumstances:

20.1.1 The Three Parties and the RO mutually agree to the termination of the Agreement;

20.1.2 Any Party conducts improper or unlawful deeds in the process of executing the Agreement and fails to remedy such deeds within seven (7) days from receipt of notice requesting the remediation of any such breach by the other Party;

20.1.3 Any Party breaches the Agreement and fails to remedy such breach within seven (7) days from receipt of notice requesting the remediation of any such breach by the other Party; or

20.1.4 The RO sends a written notice to the Three Parties in accordance with the Article 25.2 hereof.

20.2 The Three Parties may terminate the Agreement in any of the following cases:

20.2.1 The Joint Research is evaluated as not eligible for approval for continuation under the Interim Evaluation; or

20.2.2 The RA scheme comes to an end by mutual agreement of the Three Parties.

20.3 Even if the Agreement should be terminated in accordance with this Article, the RO shall still remain obligated to compile all outcomes from the Joint Research performed to that point in time and to submit such in the form of the Final Report of the Research Results to the Three Parties.

#### Article 21 (Effective Term of the Agreement)

21.1 Except as otherwise provided, the effective term of the Agreement shall be the term written on the Letter of Notice issued by NIES. The commencement date of the Agreement to be written on the Letter of Notice shall be the date when NIES issues the Letter of Notice to the RO whose application is approved by the Three Parties based on the evaluation by the Committee from among those applications submitted in response to the RA. The date of termination shall be set within up to five (5) years from the commencement of the Agreement.

21.2 Notwithstanding the preceding paragraph, if the RO wishes to extend the term of the Joint Research, the RO may indicate its intention to apply for such an extension to the Three Parties in writing. Should such application be approved, the Joint Research will be extended with the same conditions to a maximum of three (3) additional years from the date of issuing the written notice from NIES.

21.3 The provisions of Articles 8, 9.2-3, 10.2-3, and 11-15 shall survive after the effective term of the Agreement stipulated by the preceding paragraph for the effective period for the Intellectual Property Rights stipulated by the respective provisions, and Articles 16 and 17 shall remain valid for the period stipulated by the respective provisions.

#### Article 22 (Change of RO)

- 22.1 If the RO of the PI changes for some reason (e.g. the PI is transferred to another organization), the PI shall promptly inform the Three Parties of the change. The Agreement between the RO and the Three Parties shall be automatically terminated at the time the relevant event occurs.
- 22.2 If the PI wishes to continue the RA research, the new RO to which the PI is then affiliated (or the PI if the PI does not belong to any organization) and the Three Parties must agree anew to an Agreement to carry out the Joint Research.
- 22.3 During any such subsequent contracting process conforming to that described in the preceding paragraph, if the new RO itself or the country in which it is located is deemed incongruent with the purposes of the RA, the Three Parties reserve the right to reject any subsequent execution of the Agreement with the new RO.
- 22.4 In the case of the “Automatic Termination” in accordance with the first paragraph hereof, the RO shall collate and organize the research results implemented by the time of the termination of the Joint Research in a written report (the Final Report of Research Results) in English or in Japanese and submit to the Three Parties by no later than six (6) months from the date of termination of the Joint Research, provided, however, that this shall not apply to cases in which the RO to which the PI is newly affiliated and the Three Parties execute the Agreement for the Joint Research in accordance with the provision provided for in the second paragraph hereof.

#### Article 23 (Change of PI in Exceptional Circumstances)

In the circumstances that the RO wishes to designate another employee of the RO as the PI due to compelling reasons to facilitate the continuation of the Agreement, the RO of the PI candidate shall apply to the Three Parties in writing. Should the application be approved by the Committee and confirmed by the Three Parties, the Joint Research between the RO and the Three Parties will be continued with the same conditions. However, if the new PI candidate is affiliated with another organization, the RO of the new PI candidate shall carry out the necessary procedures in accordance with the provision stipulated in Article 22.

#### Article 24 (Protection of Personal Information)

The Three Parties and the RO shall not use the Personal Information obtained in the course of implementing the Joint Research for any purpose not related to this Joint Research, and shall handle the Personal Information properly, pursuant to the laws with respect to the Protection of Personal Information.

#### Article 25 (Changes to the Agreement)

- 25.1 The Three Parties reserve at any time the right to change the Terms and Conditions provided for in the Agreement herein. If any changes are made, the Three Parties shall notify the revised terms and conditions to the RO immediately and post the contents of the changes on the website. Thereafter, the Parties shall follow the revised Agreement.

25.2 The RO may terminate the Agreement, if the RO has justifiable grounds, by notifying the Three Parties of such intent in writing within thirty (30) days from posting the changes on the website.

Article 26 (Consultation)

If there arise any matters not provided for in the Terms and Conditions herein, or questions regarding the consistency or interpretation of the Terms and Conditions, the Three Parties and the RO shall clarify and resolve any such matters through mutual consultation.

Appended Table: Earth Observation Satellite Data (Re: Art. 1.1.1)

Satellite and Sensor	Available Period (JST)	Observation Area
ALOS (Advanced Land Observing Satellite) Limited to 20 scenes in total per fiscal year together with ALOS-2	May 16, 2006 – April 22, 2011	Global
ALOS-2 (Advanced Land Observing Satellite-2) Limited to 20 scenes in total per fiscal year together with ALOS	August 4, 2014 and later	Global

NOTE: Other Earth Observation Satellite Data not indicated above can be utilized via JAXA's Globe Portal System (G-Portal) by agreeing to its Terms of Use: <https://gportal.jaxa.jp/gpr/>