

Corporate Consortium for Avatar Symbiotic Society Membership Agreement

This agreement states how to join the Member of Corporate Consortium for Avatar Symbiotic Society (hereinafter referred to as the “Corporate Consortium”) and the rights and obligations of members of the Corporate Consortium (hereinafter referred to as “Members”)

Article 1 (Corporate Consortium for Avatar Symbiotic Society)

1. The name of the Corporate Consortium shall be “Corporate Consortium for Avatar Symbiotic Society”.
2. The Japan Science and Technology Agency is promoting a research and development program called Moonshot-type research led by the Cabinet Office. #1 project has the aim of “The Realization of an Avatar-Symbiotic Society where Everyone can Perform Active Roles without Constraint” (hereinafter referred to as “this project”). In the Corporate Consortium, the results of the research related to cybernetic avatars (hereinafter referred to as “CA”) and its utilization are introduced to members. Corporate Consortium will organize a forum for discussing the concept of the service and hypotheses necessary for establishing the service with the researchers of this project and promote joint research with the researchers of this project.
3. The Representative and Secretariat of the Corporate Consortium are defined as follows.

Representative of a Corporate Consortium: Hiroshi Ishiguro (Professor, Graduate School of Engineering Science, Osaka University, Project Manager of this project)

Secretariat of a Corporate Consortium: Secretariat, Corporate Consortium for Avatar Symbiotic Society, Advanced Telecommunications Research Institute International (ATR), Deep Interaction Laboratory Group (DIL)

4. Members shall be classified into the following categories.

Information Members: Members can receive information from e-mail.

Subcommittee Members: Members can receive information from e-mail and can participate in discussions with researchers and companies on the concept of services using CA.

5. (1) Information members and subcommittee members are provided with information related to CA (hereinafter referred to as “CA related information”) through participating the symposiums and information provided by e-mail.

(2) In preparation for conducting a proof of concept (PoC) of services using CA in up-coming social demonstration experiments, Corporate Consortium will organize subcommittees for each category of industry. In the subcommittee, members shall discuss service concepts that should be verified with researchers. In addition, Corporate Consortium will provide a place for business matching to the researchers and members(company). When concepts and experimental ideas are modeled through discussions, the members and researchers (or research institutes) shall discuss and consult each other to proceed with further social demonstration experiments.

Article 2 (Scope of Application and Changes of the Agreements)

1. This agreement shall apply to both members below and detailed agreements that occur in individual phases such as subcommittees and joint research shall be negotiated between the parties concerned and individual contracts shall be exchanged as appropriate manner.

1. Information members
2. Subcommittee members

2. Changes or revocation of these Terms will be implemented with the deliberation and approval of the Representative of the Corporate Consortium and the Secretariat.

Article 3 (Eligibility for Membership)

Membership is limited to corporations and similar organizations.

Article 4 (Member Registration Procedure)

1. Application form shall be submitted to Corporate Consortium Secretariat. Please use the application form specifies by the Corporate Consortium. After the Corporate Consortium Representative and Secretariat approve the membership, the Corporate Consortium will issue a “membership card” by e-mail. The Applicant shall become a member from the date of issuance of the “Membership Card”.

2. The Corporate Consortium may not approve the membership application of the person who wishes to become a member at its own discretion, such as when there is false information in the application, or when membership has been revoked in the past due to violation of the membership agreement.

3. If there is a change in the registered information, the member shall promptly inform to Secretariat using the “change application form” specified by the Corporate Consortium.

Article 5 (Membership Fee)

Admission and membership fees for members are free of charge.

Article 6 (Validity Period of Membership and Procedures for Withdrawal)

1. Membership is valid from the date of issuance of the “membership card” in Article 4 to the end of the relevant fiscal year, and will be automatically renewed every year until the end of fiscal year of 2025, when the operation of the Corporate Consortium is scheduled to end, unless a request for withdrawal is made. Regarding the continuation after the end of fiscal year of 2025, Secretariat shall notify the continuation of operations.

2. If a member wishes to withdraw from membership, the member must notify the Secretariat in e-mail at least three months before the expiration of the valid period.

3. Even if the member loses eligibility or this agreement expires, Article 7 (Cancellation of Membership), Article 9 (Confidentiality), Article 10 (Privacy Protection), Article 11 (Intellectual Property Right), Article 12 (Coverage), Article 15 (Court of Competent Jurisdiction) through Article 17 (Contact Information) shall remain in effect.

Article 7 (Cancellation of Membership)

Membership shall be revoked if the violation occurred on any of the following items. In addition, the Corporate Consortium will not compensate for any damage caused by the revocation of the membership.

- ①When the member violate any of these agreements.
- ②When there was a falsehood in the content of the application.

- ③When found that the member falls under the matters prescribed in Article 14.
- ④In addition, when the member performs an act that the Corporate Consortium deems inappropriate.

Article 8 (Display of Corporate Consortium related Logos)

Consortium-related logo display by members shall follow the manner specified by the Corporate Consortium (Including display method and display location).

Article 9 (Confidentiality)

1. Members shall not disclose or leak any CA-related information provided by the Corporate Consortium to third parties.
2. Notwithstanding the provisions of the preceding Articles, the provisions of the preceding Articles shall not apply to those that fall under any of the following items.
 - ①Things that were already publicly known at the time of knowledge or wisdom.
 - ②Information that has become publicly known after acquisition due to reasons not attributable to the member.
 - ③Information already owned by the member at the time of acquisition
 - ④Independently researched and developed by members without contact with CA-related information
 - ⑤Information legally obtained by a member without obligation of confidentiality from a third party who independently researched and developed without contacting CA related information
3. The Corporate Consortium shall use information (including personal information) collected from members only for the dissemination of CA-related information and the management of the Corporate Consortium, and members shall agree to this usage.

Article 10 (Privacy Protection)

1. The member shall use the personal information disclosed to the member by the Corporate Consortium to the extent necessary for the purpose specified by the Corporate Consortium at the time of disclosure and shall not use it for any other purpose. In addition, members who have received personal information from the Corporate Consortium shall comply with the obligations as a business operator handling personal information stipulated by the Act on the Protection of Personal Information and the Terms of use stipulated by the Corporate Consortium at the time of disclosure.
2. In the event that the personal information provided by the Corporate Consortium is leaked or there is a risk of leakage, the member shall immediately contact the Corporate Consortium Secretariat.

Article 11 (Intellectual Property Right)

1. Newly generated intellectual property such as ideas and business models proposed based on discussions in various subcommittees in which members of the Corporate Consortium participate are regarded as shared assets during the operating period of the Corporate Consortium. During the period, including the end of the period, shall be discussed and decided between the parties concerned.
2. As a result of discussions on hypotheses and concepts regarding CA services with the researchers of this project, if there is a possibility that intellectual property may arise, Corporate Consortium will specify the handling of such intellectual property in individual contracts that are exchanged as appropriate based on Article 2, Paragraph 1.

Article 12 (Coverage)

1. The Corporate Consortium will provide the CA-related information held by the Corporate Consortium to the member in its current state at the time of receiving a request for provision from the relevant member and shall not take any guarantee regarding the CA-related information.

2. Members shall use CA-related information at their own risk to the extent that it does not violate Article 9, and shall not cause damage to the Corporate Consortium. The Corporate Consortium shall not take any responsibility regarding the performance, quality, safety, technical, economic and other matters (including but not limited to product liability) of products manufactured by members based on CA related information.

3. The provisions of this article stipulate all the responsibilities of the Corporate Consortium, including legal defect warranty liability and non-conformity liability, and including the preceding Articles regardless of the legal cause of claim. The Corporate Consortium shall not take any responsibility for any direct, indirect, special damages or any other damages related to this agreement.

4. Members may not use their own products based on CA-related information and related materials for such products (including, but not limited to, Proposals, Catalogs, Manuals, and Internet homepages) as intellectual property of third parties. In the event that a dispute arises or is likely to arise with a third party due to infringement of rights or other rights, the members shall resolve the matter at its own responsibility and expense.

Article 13 (Member ID)

Members are responsible for managing the membership numbers on membership cards.

Article 14 (Elimination of Antisocial Forces)

Members are required to pledge not to fall under any of the following descriptions.

①Organized crime groups, gang members, persons who have not been a member of organized crime groups for less than 5 years, quasi-members of organized crime groups, companies related to organized crime groups, racketeers, gang members under the guise of social movements, gang members with special intelligence and other similar persons (Hereinafter collectively referred to as “organized crime group members”)

②Having a relationship in which an organized crime group member is recognized to control the management.

③Having a relationship in which an organized crime group member is deemed to be substantially involved in the management.

④ Having a relationship that is recognized as unfairly using organized crime group members for the purpose of seeking unfair profit for oneself or for the purpose of inflicting damage on a third party.

⑤Having a relationship that is recognized as being involved in providing funds or providing convenience to organized crime group members.

⑥The corporate officer or a person who is substantially involved in the management has a socially stigmatized relationship with an organized crime group member.

Article 15 (Court of Competent Jurisdiction)

If necessary to file a lawsuit regarding these Terms, the Osaka District Court shall be the exclusive jurisdictional court of first instance.

Article 16 (Agenda)

Any matters not stipulated in these agreements and any doubts regarding the provisions of these agreements shall be resolved through consultation between the Corporate Consortium and the members.

Article 17 (Contact Information)

Inquiries to the Corporate Consortium are the following contact address.

Corporate Consortium for Avatar Symbiotic Society Secretariat
2-2-2 Hikaridai Seika-cho, Sorakugun, Kyoto 619-0288 Japan (Kansai Science City)
Advanced Telecommunications Research Institute International (ATR)
Inside Deep Interaction Laboratory Group (DIL)
E-mail: contact_ascc@atr.jp

Article 18 (Entry into Force of the Agreements)

This Agreement will come into effect from August 1, 2021.