

**Articles of Association of the ELSSES Consortium,
Division of University Corporate Relations of the University of Tokyo**

Article 1 (Name)

The name of this Consortium shall be the ELSSES Consortium, Division of University Corporate Relations of the University of Tokyo (hereafter, the “Consortium”).

Article 2 (Purposes)

The purposes of the Consortium are to advance, develop, verify and spread ELSSES (Extra Large Scale Electronic Structure Calculation) as a fundamental research and development technique in the nanotechnology and materials fields.

Article 3 (Activities)

The Consortium shall engage in the following activities for the purposes stipulated in the previous article.

- (1) Development of ELSSES program package
- (2) Activities to spread ELSSES
- (3) Functions development to improve ELSSES
- (4) Meetings to exchange information on technologies related to ELSSES
- (5) Distribution of ELSSES program package to Members and Associate Members
- (6) Unified management of the above results and copyright management

Article 4 (Organizational Structure)

The Consortium shall consist of Members, Associate Members and a Secretariat.

- (1) The Consortium shall appoint a Representative.
- (2) Members shall be individuals who support the purposes and activities of the Consortium, and who introduce and use ELSSES.
- (3) Associate Members shall be individuals who support the purposes and activities of the Consortium, and who introduce and use the load modules of ELSSES program package.

Article 5 (Board)

The Consortium shall have a Board composed of Members appointed by the Representative.

- (1) Board meetings shall be held with a quorum of the majority of all Members

appointed to the Board.

- (2) The Board shall hold meetings as necessary and make decisions on items as necessary for the administration of the Consortium.

Article 6 (Regular Workshops)

The Consortium shall hold regular workshops twice per year.

- (1) The regular workshops shall be planned by the Board and open to participation by Members.
- (2) The regular workshops shall be held for the purposes of spreading and improving ELSSES, with exchange of information among Members on large scale calculation research.
- (3) The regular workshops may include presentations on the latest ELSSES technological developments.
- (4) The regular workshops may include presentations of analytical findings and results obtained using ELSSES.

Article 7 (Handling of Research Results)

- (1) Results obtained by Members using the source programs of ELSSES program package shall belong to each individual Member. In cases when a Member adds a new function to ELSSES or improves an ELSSES function to obtain said results, in principle the Member shall submit the program incorporating said new function or improved function to the Board. Depending on the conditions, however, a grace period may be established prior to this submission. Such grace periods shall be mutually determined by the Representative and the Member submitting the program, and reported to the Board.
- (2) The Board shall hold deliberations and decide whether or not programs stipulated in the previous clause shall be recognized as new functions of ELSSES program package.
- (3) New functions recognized by the Board under the provisions of the previous clause shall be incorporated into ELSSES program package.
- (4) Results obtained by Associate Members using the load modules of ELSSES program package shall belong to each individual Associate Member.
- (5) When announcing results obtained using ELSSES program package, both Members and Associate Members must expressly stipulate that they used ELSSES program package and must cite reference materials stipulated by the Consortium.

Article 8 (Intellectual Property Rights upon Establishment of the Consortium)

The ELSSES intellectual property rights upon the establishment of the Consortium are as follows.

- (1) As of the establishment of the Consortium, the source program copyrights

are held by four individuals including Takeo Fujiwara (the University of Tokyo), a former University of Tokyo assistant, and so on.

- (2) Members are granted non-exclusive usage rights and adaptation rights to the source programs of ELSESES program package by the rights holders.
- (3) Associate Members are granted non-exclusive usage rights to the load modules of ELSESES program package, and are prohibited from transferring or lending said modules to third parties without the express permission of this Consortium.

Article 9 (Intellectual Property Rights upon Research and Development after Establishment of the Consortium)

The ELSESES intellectual property rights upon research and development after the establishment of the Consortium shall be as follows.

- (1) When Members add new functions to ELSESES program package or improve the functions of programs, these shall be deemed derivative works to the ELSESES source programs specified in Article 8(1) (hereafter, “Derivative Works”).
- (2) Members who develop Derivative Works shall hold the copyrights to said Derivative Works.
- (3) The authors of Derivative Works recognized by the Board under the provisions of Article 7(3) shall grant non-exclusive usage rights and adaptation rights to said Derivative Works to the other Members of the Consortium.
- (4) Members are prohibited from transferring or lending the original ELSESES source programs or source programs with new functions added or improved functions, which are Derivative Works, to third parties without the express permission of the Consortium

Article 10 (Commercialization of Intellectual Property Rights)

When a business requests sale, support or maintenance of ELSESES program package, the Board shall discuss whether or not said business may be granted non-transferable, non-exclusive, use rights, adaptation rights and reproduction rights to ELSESES program package for itself or non-transferable, non-exclusive use rights to ELSESES program package for third parties (hereafter collectively referred to as “ELSESES Use Rights”).

- (1) Members who are copyrights holders may not prevent ELSESES Use Rights from being granted to businesses.
- (2) Members who are copyrights holders must inform the Consortium when they change their contact information. When their contact information is unclear, the payment of licensing fees will not be fulfilled.
- (3) The handling of licensing fees for commercialization shall be determined by negotiations between the concerned businesses and the Board.

Article 11 (Membership Dues)

Members must pay annual membership dues as specified below.

- (1) Members must pay annual membership dues determined by the Board.
- (2) Membership dues which have already been paid will not be returned for any reason whatsoever when Members lose their status as Members by withdrawing from the Consortium.
- (3) The annual membership dues shall be ¥50,000.
- (4) Members shall be exempt from payment of the following membership dues (exemption provisions):
 - The annual membership dues of the second and subsequent Members when there are multiple Members from the same institution
 - The annual membership dues of all Members of an organization that pays at least ¥50,000 per year as participation fees for the Consortium
 - The annual membership dues of Members who belong to universities or other public research institutions.

Article 12 (Withdrawal)

Members and Associate Members must notify the Board in writing when they seek to withdraw from the Consortium.

- (1) When Members withdraw, they must render payment of any outstanding membership dues.
- (2) When Members withdraw, the Consortium rescinds their non-exclusive usage rights and adaptation rights to the source programs of ELSESES program package, and in cases when Members who withdraw own Derivative Works they must transfer said Derivative Works to the Representative of the Consortium.
- (3) When Associate Members withdraw, the Consortium rescinds their non-exclusive usage rights to the load modules of ELSESES program package.

Article 13 (Secretariat)

The Consortium Secretariat shall be established at the Division of University Corporate Relations of the University of Tokyo and at Mizuho Information & Research Institute, Inc.

- (1) The Secretariat shall implement works related to items decided by the Consortium and works stipulated in these Articles of Association.
- (2) The Secretariat shall manage the ELSESES source programs and load modules.
- (3) The Secretariat shall manage expenses related to the administration of the Consortium.

Article 14 (Revisions to these Articles of Association)

Revisions to these Articles of Association shall be made by the Board.

Article 15 (Fiscal Year)

The Consortium's fiscal year shall begin on April 1 each year and end on March 31 of the subsequent year.

Article 16 (Accounting Reports)

The Secretariat shall present annual accounts settlement reports for the concerned fiscal year and have them approved by the Board.

Supplementary Provisions

1. The Consortium shall not collect membership dues for FY 2007.
2. Items regarding the term of the Board, the handling of commercialization and other items shall be reviewed at the Board meeting in April 2008.
3. These Articles of Association shall come into effect from January 29, 2008.