

## **ABOUT THE CONSORTIUM TERMS**

Hiroshima Love It Consortium Terms Established on October 22, 2021

Revised on January 21, 2022

(Name)

### Article 1

This Consortium is the Hiroshima Love It Consortium (hereinafter referred to as the "Consortium").

### Article 2

This consortium will establish a next-generation industry-academia-government-fund collaboration support system centered on Hiroshima University that integrates various knowledge of human resource development, research and development, creation of new industries, etc. owned by regional universities, and will promote digital transformation (hereinafter referred to as "DX") by operating the system quickly and effectively, we aim to create new business models and added value centered on the Hiroshima region, and to contribute to the revitalization of the local economy.

### Article 3

In order to achieve the purpose of the preceding Article, the Consortium shall conduct the following projects (hereinafter referred to as the "Services").

- (1) Solving issues faced by companies by matching corporate needs with university research results using DX
- (2) Promoting human resource development and personnel exchanges through collaboration with companies, educational and research institutions, local governments, etc.
- (3) Creation and support of university-launched ventures
- (4) Dissemination of information on industry-academia-government-fund collaboration
- (5) Other necessary projects for achieving the objectives of the Consortium

(Members)

#### Article 4

Members of this Consortium shall be companies, organizations, and Local governments, universities, individuals, experts, etc. (hereinafter referred to as "members")

2. The types of members of the Consortium and their eligibility requirements shall be as follows:

(1) Gold members; Members who agree with the purpose and business of the Consortium and pay 5 or more monthly membership fees

(2) Silver members; Members who agree with the purpose and business contents of the Consortium and pay 3 or more monthly membership fees

(3) Bronze members; Members who agree with the purpose and business contents of the Consortium and pay 1 or more monthly membership fees

(4) Special cooperating members; Members recognized by the Steering Committee stipulated in Article 11 to make a special contribution to the business activities of the Consortium. Membership fees for special cooperative members shall be free of charge.

(Representative Organization)

#### Article 5

The representative institution of this consortium shall be Hiroshima University.

(Enter)

#### Article 6

A person who wishes to join the Consortium shall submit a separately prescribed application form to the Representative Organization.

(Exclusion of Antisocial Forces)

Article 7 Members represent and promise that they will not fall under any of the following items at the time of enrollment and in the future.

- (1) Organized crime groups, members of organized crime groups, associate members of organized crime groups, persons related to organized crime groups, extortionists, social movement thugs, special

intelligence groups, and other persons equivalent to these (hereinafter collectively referred to as "antisocial forces").

- (2) Antisocial forces substantially control management or are involved in management.
- (3) To allow antisocial forces to use their own names and become members.
- (4) Engaging in such activities as providing funds, etc. or providing facilities to antisocial forces.
- (5) The applicant must have a socially reprehensible relationship with antisocial forces.

2. Members represent and warrant that they will not engage in fraudulent, violent, threatening rhetoric, unreasonable demands beyond legal responsibility, damaging the credibility of the other party or interfering with the business of the other party, or any other equivalent act against the Consortium, other members, or related parties themselves, either by themselves or through a third party.

3. If a member violates the representations and affirmations set forth in the preceding two paragraphs or if a violation is discovered, the Consortium may expel the member without any demand and upon written notice.

(Membership fee)

Article 8

The membership fee shall be 10,000 yen per unit per month.

2. After claiming the membership fee, if the payment is not made within 3 months from the date specified for payment, the membership or membership status may be canceled.

3. Membership fees already paid shall not be refunded due to withdrawal from membership or for any other reason.

(Withdrawal from Membership)

Article 9

A member may voluntarily withdraw from membership at the will of the member. However, in the case of withdrawal from membership, the

representative shall be the separately stipulated application for withdrawal  
It shall be submitted to the Representative Organization.

(Executive officer)

#### Article 10

The Consortium shall have the following officers:

- (1) 1 member of the association
- (2) 3 members of the sub-committee
- (3) 2 auditors

2 members of the association shall be filled by the representative of Hiroshima University, who is the representative of the representative institution.

3. The Vice Membership shall be appointed by the Association from among the members.
4. Auditors shall be appointed by the Association from among the members.
5. The Association shall represent the Consortium and preside over its affairs.
6. The Vice Member shall assist the Association, and in the event of an accident at the Association, shall perform the duties of the Vice-Member.
7. The Auditors shall audit the financial and business operations of the Consortium.
8. The term of office of the Vice-Chairmen and Auditors shall be one year. However, reappointment is not prevented.
9. When a Deputy Assembly member or an Auditor offers to resign, or when there is a vacancy, the term of office of the successor shall be the remaining term of office of the predecessor.

(Management meeting)

#### Article 11

The Consortium shall have a Steering Committee to deliberate on important matters related to the planning, drafting and operation of the Consortium's business plan.

2. The Steering Committee shall be composed of officers and persons nominated by the Association from among the members.

3. The Steering Committee shall be held when the meeting deems it necessary.
4. If it is deemed necessary, a subcommittee may be established at the Steering Committee. Matters concerning the members and operation of the Subcommittee shall be stipulated separately.

(Method of Holding Meetings)

#### Article 12

The Steering Committee and Subcommittees shall, in principle, utilize the Website, etc. in accordance with the purpose of the Consortium, and strive for the prompt and effective operation of DX.

(Duty of confidentiality)

#### Article 13

Members shall not leak or disclose to a third party any technical or business information that they have been disclosed, provided, or learned from other members in connection with the activities of the Consortium without the prior consent of the other party. However, this shall not apply to items that fall under any of the following items.

- (1) Information that is already publicly known at the time of disclosure or provision
- (2) Information that is disclosed by the other party or disclosed by a third party under the consent of the other party after the time of disclosure or provision
- (3) Information that has been obtained from a third party with legitimate authority without having a duty of confidentiality

(Termination of the Consortium)

#### Article 14

All the objectives of the Consortium have been achieved and there is no longer a need for the Consortium to operate as a Consortium. If the Steering Committee deems that this is the case, the Consortium shall be terminated.

(Executive office)

## Article 15

The secretariat of this consortium shall be located at Hiroshima University, which is the representative institution. 2. The Secretariat shall provide operational support to the Planning Group, Academic and Social Collaboration Department, Hiroshima University Academic and Social Collaboration Office.

(Operating expenses)

Article 16 The operating expenses of the Consortium shall be covered by membership fees, donations, and other income from members.

2. Operating expenses shall be managed by the Secretariat through appropriate accounting procedures.

(Fiscal year)

## Article 17

The fiscal year of this Consortium shall be from April 1 to March 31 of the following year.

(Disclaimer of Liability for the Consortium)

## Article 18

The Consortium shall not guarantee the effectiveness of the Consortium or the membership of the Consortium, such as the feasibility of open innovation using members, the accuracy of posted information, or the usefulness of resources possessed by members.

2. The Consortium shall not be liable for any damage or disadvantage to the members regarding the exchange between members other than through Hiroshima University and the contents, etc.

3. The Member acknowledges in advance that the System Environment of the Member's computer terminal may prevent the use of all or part of the Service. In this case, the Consortium shall not be obligated to refund the membership fee.

4. Any other damages, etc. incurred by other Members or third parties arising from the content of the Submissions shall be resolved through consultation between the Member or the third party, and the Consortium shall not compensate in any way.

(Management of Account)

Article 19

The Member shall provide the information (hereinafter referred to as "Registration Information") registered at the time of use. Including e-mail addresses, IDs, paths, etc.) shall be registered and managed voluntarily under his or her own responsibility. Members shall not allow third parties to use it, or lend, assign, change the name of, buy or sell, etc.

2. In the event that the Consortium or a third party incurs damages due to the unauthorized use of the Registration Information, the Member shall compensate the Consortium and the third party for such damages.

3. If it is found that the Registration Information has been stolen or used by a third party, the Member shall immediately notify the Computer to that effect and follow the instructions from the Consortium.

(Modification of these Terms and Conditions)

Article 20

The Consortium may amend these Terms of Use if it deems it necessary. In the event of amending these Terms, the Subscriber shall be notified of the timing and contents of the revised Terms of Use by posting on the Website or by other appropriate means, or shall be notified to Members. provided, however, that in the event of a change in content that requires the consent of the member under laws and regulations, the consent of the member shall be obtained in the manner prescribed by this Consortium.

(Consultation)

Article 21

If any doubt arises regarding matters not stipulated in these Terms of Use or the provisions of these Terms, both parties shall cooperate in good faith and endeavor to resolve the matter amicably.

(Miscellaneous rules)

Article 22

In addition to the matters stipulated in these Terms, matters necessary for the operation of the Consortium, such as rights incidental to members and methods of payment of membership fees, shall be stipulated separately.

#### Supplementary Provision

- 1 These Terms and Conditions shall come into force on October 22 2021.
2. These Terms and Conditions shall come into effect on January 21.
3. Notwithstanding the provisions of Article 8, Paragraph 1, membership fees from the date of enforcement of these Terms of Use until August 31, 2022 shall be free of charge.