

(Annex 6, Appendix 3)

XX Consortium Terms and Condition

Year XX / month XX / day XX enacted

Chapter 1 General Rules

(Name)

Article 1. This organization is called the XX Consortium (hereinafter referred to as the "Consortium").

(Office)

Article 2. The Consortium shall have its main office in the XX Research Institute located in XX Ward, XX City, XX Prefecture that is a member.

(Purpose)

Article 3. The purpose of the Consortium is to conduct research for the development of XXX.

(Project)

Article 4. To achieve the purpose of the preceding article, the Consortium will carry out work related to the Moonshot Research and Development Program for Agriculture, Forestry and Fisheries (hereinafter referred to as "this research project").

2 The division of responsibility for this research project by each member shall be as stipulated in the commissioned research and development implementation plan attached to the commissioned contract agreement concluded between the consortium and the Director of the Bio-oriented Technology Research Advancement Institution (BRAIN), National Agriculture and Food Research Organization (hereinafter referred to as the "Director of BRAIN").

Chapter 2 Members

(Member)

Article 5. The Consortium shall consist of the members listed in the following items.

- (i) XX research institute
- (ii) Graduate School of XX, University of XX
- (iii) XX Research Institute Co., Ltd.
- (iv) XX Agricultural Cooperative XX Department

(Preservation of documents and account books)

Article 6. The Consortium must keep the documents and books listed in the following items at the office in Article 2.

- (i) This terms and condition and regulations listed in each item of Article 18

- (ii) A document stating the member's name and address (if the member is an organization, its name, location, and representative's name)
- (iii) Evidence documents and account books regarding income and expenses
- (iv) Other documents and books based on the regulations listed in each item of Article 18

2. When there is a change in the name or address of the member (if the member is an organization, the name, location, or the name of the representative), the member must notify the representative organization to that effect without delay.

(Restrictions on assignment of status)

Article 7. Members shall not transfer all or part of their rights or status regarding this research project to a third party without obtaining the consent of all members.

(Admission)

Article 8. Persons who wish to become members of the Consortium must obtain the consent of all members.

(Withdrawal)

Article 9. Members cannot withdraw until the end of this research project. However, this shall not apply in the following cases.

- (i) When all the part of this research project that the member concerned is supposed to implement is canceled or terminated
- (ii) If there is a decision to commence bankruptcy proceedings
- (iii) Decease
- (iv) In addition to the cases listed in the preceding items, if the representative institution recognizes that there is an unavoidable reason for withdrawal

(Expulsion)

Article 10. If a member falls under any of the following items, the Consortium may expel the member through a resolution of the General Assembly. In this case, the representative organization shall notify the member concerned in writing to that effect no later than 30 days prior to the day of the General Assembly and shall give the member an opportunity to make an explanation to the representative organization.

- (i) When the member interferes with the project of the Consortium or acts to damage the reputation of the Consortium
- (ii) When the member acts disregarding this agreement or the resolution of the General Assembly

2. When a resolution for expulsion is passed, the representative organization shall notify the member to that effect.

Chapter 3 General Assembly

(Holding a General Assembly)

Article 11. A General Assembly of the consortium shall be ordinary General Assembly and extraordinary General Assembly.

2. The chairman of the General Assembly shall be elected by mutual vote of the attending members of the General Assembly.

3. The ordinary General Assembly shall be held at least once every year.

4. An extraordinary General Assembly shall be held in the following cases.

(i) When more than half of the current number of members requests in writing that indicates the purpose of the meeting

(ii) What else when the representative organization deems it necessary

(Convocation of General Assembly)

Article 12. Convocation of the General Assembly must be notified to the members at least 7 days prior to the meeting in writing, stating the date, time, place, purpose, and agenda of the meeting.

2. When a request is made pursuant to the provisions of paragraph 4, item 1 of the preceding article, the representative organization must convene a General Assembly within 30 days from the date of the request.

(Way of voting at General Assembly, and others)

Article 13 The General Assembly cannot be held without the attendance of all members, and the proceedings of the General Assembly shall be decided with the consent of all members.

2. Member (including the chairman) has one voting right each at the General Assembly.

3. At the General Assembly, only matters notified in advance pursuant to the provisions of paragraph 1 of the preceding article can be resolved. However, this shall not apply to urgent matters.

(Authority of General Assembly)

Article 14. In addition to the matters separately stipulated in this Terms and Condition, the General Assembly shall resolve the matters listed in the following items.

(i) Setting or changing the fiscal annual project implementation plan and income and expenditure budget

(ii) Fiscal annual project result report, fiscal annual project performance report, and income and expenditure settlement

(iii) Changes of this Terms and Condition

(iv) Establishment, revision, and abolition of regulations

(v) Dissolution of the Consortium

(vi) Expulsion of members

(vii) Matters on the implementation of this research project

(viii) In addition to the matters listed in the preceding items, important matters related to the operation of the Consortium

(Exercise of voting rights in writing or by proxy)

Article 15. Members who are unable to attend the General Assembly due to unavoidable reasons may exercise their voting rights in writing or by proxy on matters notified in advance.

2. The document set forth in the preceding paragraph shall be invalid if it does not reach the representative organization by the day before the date of the General Assembly.
3. The agent in paragraph 1 must submit a document certifying the power of proxy to the representative organization.
4. Regarding the application of the provisions of Article 13, paragraph 1, those who exercised their voting rights pursuant to the provisions of paragraph 1 shall be deemed to have attended the General Assembly.

(Minutes of meeting)

Article 16. Proceedings of the General Assembly must be recorded in minutes.

2. The minutes shall include at least the matters listed in the following items.
 - (i) Holding date and time and venue
 - (ii) The current number of members, the number of members who attended the General Assembly, the number of members who were deemed to have attended the General Assembly according to paragraph 4 of the preceding article, and the names of the members who attended the General Assembly.
 - (iii) Agenda items
 - (iv) Overview of progress of proceedings and results
 - (v) Matters concerning the appointment of signatories to the minutes
3. The minutes must be signed and sealed by the signatories of the minutes selected at the general meeting from among the chairperson and the members who attended the general meeting.
4. The minutes must be kept in the main office.

Chapter 4 Representative Organization

(Representative organization)

Article 17. To execute the works of the Consortium, the XX research institute where the main office specified in Article 2 is located shall be the representative organization of the Consortium.

2. The representative organization shall carry out the works listed in the following article and appoint each responsible person in executing the works listed in each item of the same article.
3. Regarding the implementation of this research project, the representative organization shall, on behalf of the consortium, conclude a contract with the Director of BRAIN, bill and receive commissioned funds under its own name and have the authority to request other members the submission of performance reports, and so on.

(Execution of works)

Article 18. The way of execution of the Consortium's works shall be governed by the regulations listed in the following items in addition to those stipulated in this Terms of Condition.

- (i) XX Consortium Administrative Processing Regulations
- (ii) XX Consortium Accounting Processing Regulations
- (iii) XX Consortium Intellectual Property Rights Handling Regulations

(iv) Other regulations decided at the General Assembly

Chapter 5 Accounting

(Fiscal year)

Article 19. The business year of the Consortium shall begin on April 1st of each year and end on March 31st of the following year. However, the first year of establishment of the Consortium shall begin on the date on which the Consortium was established and shall end on the first March 31 after that date.

(Handling of funds)

Article 20. The method of handling the Consortium's funds shall be stipulated in the XX Consortium Accounting Processing Regulations.

(Way of defraying for office expenditure, and others)

Article 21. The expenses required for the Consortium's clerical work shall be covered by the commissioned funds (charge from the members) related to this research project.

(Distribution of necessary expenses to members)

Article 22. Members shall receive from the Consortium's representative organization the expenses necessary for the implementation of the portion of this research project that they are to implement themselves.

(Fiscal annual project implementation plan and income and expenditure budget)

Article 23. The Consortium's fiscal annual project implementation plan and income and expenditure budget must be prepared by the representative organization and decided by the General Assembly.

Chapter 6 Liquidation

(Dissolution)

Article 24. The Consortium shall be dissolved in the case of each following item.

- (i) When whole this research project is completed.
- (ii) When a resolution for dissolution is made at the General Assembly.
- (iii) When there becomes only one member.

(Liquidator)

Article 25. If the Consortium is dissolved according to the provisions of the preceding article, the person designated by the representative organization (if the representative organization designates itself, the representative organization) will become the liquidator.
2. The liquidator shall immediately start liquidation procedures after the dissolution of the Consortium.

(Authority of Liquidator)

Article 26. The liquidator shall perform duties regarding the matters listed in the following items and have all judicial and extrajudicial authority to represent the Consortium.

- (i) Completion of current duties
- (ii) Collection of claims and payment of debts
- (iii) Disposal of residual assets
- (iv) Any other acts necessary for performing the duties of the preceding items

(Liquidation procedures)

Article 27. The liquidator shall investigate the current state of the property of the Consortium without delay after taking office, prepare a property inventory and balance sheet, determine the specifics of property disposal, and send documents related to these to each member.

2. All other liquidation-related matters shall be handled by the method that the liquidator deems appropriate based on his/her own judgment.

(Handling of residual assets after project termination)

Article 28. When all of this research project is completed, if there are residual assets after repaying the debts, the handling of the residual assets shall be decided by the liquidator after consultation with the Director of BRAIN.

Chapter 7 Miscellaneous provisions

(Compliance with commissioned contract)

Article 29. For the Consortium to fulfill the obligations imposed by the Consortium in the commissioned contract concluded between the representative organization and the Director of BRAIN, the members shall take necessary measures such as implementing the prescribed procedures.

2. If a member does not take the measures prescribed in the preceding paragraph, or if there is malice or gross negligence in carrying out this research project, the member shall be responsible for compensating for damages caused to the Consortium or other members as a result.

(Report of accidents)

Article 30. In the event of an accident that may affect the human body, such as the loss or scattering of poisonous substances, and others, in this research project, members must immediately report the details to the representative organization.

(Detailed regulations)

Article 31. In addition to the national regulations regarding this research project and those stipulated in this Terms and Condition, detailed rules necessary for the administration of the Consortium's affairs shall be separately determined by the representative organization.

2. If any doubt arises regarding the contents of this Terms and Condition, each rule, and detailed regulations, each member shall consult with each other and decide each time it happens.

Supplementary provision

1. This agreement will come into effect from Year XX / month XX / day XX.
2. Regarding the resolution of the project plan and budget for the first fiscal year of establishment of the Consortium, the term "General Assembly" in Article 14 shall be read as "Establishment General Assembly."