

Participation Rules for
the Tokyo Waterfront City Area Field Operational Test (through simulation)

The Participation Rules (hereinafter referred to as the "Rules") established for the Tokyo Waterfront City Area Field Operational Test (hereinafter referred to as the "Field Operational Test") stipulate rights and obligations among the Executive Secretariat for the Tokyo Waterfront City Area Field Operational Test (hereinafter referred to as the "Secretariat"), the Field Operational Test contractor (hereinafter referred to as the "Contractor"), and a test participant(s) (hereinafter referred to as the "Participant(s)").

The Participant(s) shall peruse the full text of the Rules and consent before participating in the Field Operational Test

(Purpose)

Article 1

The Contractor and the Participant aim to attempt a proper and smooth implementation of the Field Operational Test pursuant to the Rules that stipulate matters necessary for ensuring mutual cooperation in executing the Field Operational Test.

(Mutual cooperation)

Article 2

The Secretariat, the Contractor, and the Participant agree to cooperate with each other in implementing the Field Operational Test.

(Assignment of Responsibilities and Expense Allocation related to the Field Operational Test)

Article 3

The Participant shall connect via network to a portal site, created on a server provided by the Contractor, where the Participant is exposed to simulation experience.

The Participant shall cooperate with the Contractor in analysis and evaluation by returning its feedback on simulation experience. The Participant shall perform feedback by means mainly of a report form as stipulated in Article 4.

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The Participant shall pay for network access to the server, and procure terminals (such as PCs) for the network connection at its own cost.

(Test Reporting)

Article 4

The Participant shall accept a request from the Contractor for cooperation in questionnaires and inquiries about evaluation results, unless the Participant has any special reasons to the contrary.

(Provision of Test Data to Third Parties)

Article 5

The Cabinet Office SIP, the concerned government ministries and agencies, the Executive Secretariat, and the Contractor can disclose evaluation results by the Participant of the Test and other study results to companies subcontracted to perform analysis or to related organizations, in order to evaluate and summarize Test results. The Participant shall be informed of a disclosure and requested for consent in advance to the extent that the Participant is identified through the disclosure.

(Public Exposure and Distribution of Results)

Article 6

The Secretariat and the Contractor shall be entitled to collect and process evaluation results into those that do not identify the individual Participants and to publicly expose or distribute or use the processed results as the results of the Field Operational Test.

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The Participants may not publicly expose nor distribute simulation results of the Field Operation Test and related information and data

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The Participant shall obtain consent from the Contractor in a case where the

Participant publicly exposes by itself its evaluations of the Test and achievements obtained through the evaluations.

(Patent application)

Article 7

If the Contractor and the Participant develop an invention based on the results of the Field Operational Test and intend to apply for a patent for the said invention, the Contractor and the Participant shall negotiate in good faith.

(Compensation for Losses or Damages)

Article 8

In an event where the Field Operational Test becomes disabled partly due to a failure occurrence, the Contractor shall not be held liable to compensate the Participants for losses or damages.

(Field Operational Test Period)

Article 9

The Field Operational Test is planned to run from November 2021 to the end of January 2022.

(Termination of participation in the Field Operational Test)

Article 10

If the Participant intends to terminate for convenience its participation in the Field Operational Test, the Participant shall be entitled to terminate its participation after discussions between the Contractor and the Participant.

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The Contractor perhaps may request the Participant to terminate the Field Operational Test, in an event where the Participant falls under any of the provisions below:

- 1) Descriptions in the application form are entirely or partially misrepresented;
- 2) The Participant comes to fail to satisfy the requirements of participation;
- 3) The Participant is identified for its relationships with anti-social forces;
- 4) A Cabinet Office order is issued; or,
- 5) The Secretariat adjudicates the participation to be inappropriate in the Field Operational Test for other reasons.

(Changes in the Rules)

Article 11

In an event where any provisions stipulated in the Rules need to be amended, the Secretariat shall amend the Rules and obtain consent from the Participants to the amendments.

(Matters of cooperation)

Article 12

The Participants shall cooperate in presenting their evaluation report at debriefing sessions for sharing information convened as needed if thus requested by the Contractor.

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The Participants shall cooperate with the Contractor in shooting the Field Operation Test films for public-relations purposes, at events of media coverage, and about evaluation matters if requested by the Secretariat or the Contractor.

(Confidentiality)

Article 13

In addition to the foregoing provisions of Article 6 Paragraph 2 and Paragraph 3, the Participants may not leak for external exposure information that they can obtain secondarily through the Test

(Other)

Article 14

Any matter not stipulated in the Rules or any dispute arising with respect to any provision of the Rules shall be resolved upon consultation among the Secretariat, the Contractor and the Participant.