

Terms and Conditions for Using GRANTS Data System

This Terms and Conditions (hereinafter referred to as the “Terms”) is a “GRANTS Data Repository” web service (the “Service”) operated by Japan Science and Technology Agency (“JST”) to prescribe the matters to be complied for users who use the Service (the “User”).

Article 1. Purpose

- 1.1 The Service provides an appropriate place to store and release Research Data for researchers who need a repository of Research Data required to be publicly available. The purpose of the Service is to promote the release and utilization of Research Data, thereby contributing to the promotion and development of science and technology.
- 1.2 Only those who have registered for the Service through the prescribed user registration procedures may use the Service in accordance with the Terms, except in the case of mere viewing of publicly available data.

Article 2. Definition

The definitions used in the Terms shall be as follows:

- (1) “Public Funds” means all expenses granted, subsidized, or entrusted to universities, research and development agencies by the government or funding agencies, and consists of publicly solicited research funds and other expenses (including operating grants that are basic expenses for the institution).
- (2) “User” means a person who conducts its research with Public Funds but has not secured a storage location for releasing Research Data and its Metadata, who has been approved by JST to use the Service through the procedures set forth in the Terms, and registers, manages, releases, and deletes the Research Data on the Service.
- (3) “Research Data” means all data produced in the course of the research and development with Public Funds that can be managed in electromagnetic form.
- (4) “Registered Data” means Research Data registered in the Service.
- (5) “Metadata” means information/data created to describe the Registered Data, including the name, the description, the manager or the storage location of the Research Data (digital object identifier (DOI)), and the policy for providing the Research Data. In principle, Metadata will be made into Publication.
- (6) “Information” means information provided by the Service (including without limitation, Research Data regarding the research with Public Funds).
- (7) “License Information” means information indicating the terms and conditions of use (Creative Commons License, etc.) attached to the Registered Data.
- (8) “Laws” means collectively laws, cabinet orders, notices, rules, orders, ordinances and other regulations.

- (9) “Publication” means to make the Registered Data available to any (unspecified) person in a condition that enables its utilization.

Article 3. Application

- 3.1 The Terms shall apply to all activities regarding the use of the Service by the User and all relationships between the User and JST. By using the Service, the User is deemed to agree to the Terms.
- 3.2 “GRANTS Data Privacy Policy,” which is separately stipulated by JST, shall apply to the handling of personal information of the User.
- 3.3 If another service is linked to the Service, the use of the linked service is not subject to the Terms. In this case, the User shall follow the terms and conditions of the other service.

Article 4. Application for Registration

- 4.1 If a User wishes to use the Service, the User shall first understand that this service uses the “figshare” system as a platform, and agree to (i) the Terms, (ii) the “Terms and Conditions for Viewing GRANTS Data System,” (iii) the “GRANTS Data Privacy Policy,” and (iv) the Registration Guidelines, and then complete and submit the form and method for application for registration prescribed by JST (the “Application for Registration”).
- 4.2 JST approves the Application for Registration in Article 4.1 (the “Approval”) if JST determines that the application meets all of the following requirements and the requirements set forth in the Registration Guidelines (hereinafter collectively or individually referred to as the “Usage Requirements”):
- (1) The User conducts the research with Public Funds;
 - (2) The User meets the conditions for users set forth in the Registration Guidelines;
 - (3) The User does not violate the provisions under Article 22; and
 - (4) The User makes no false declaration in the Application for Registration.
- 4.3 JST shall notify the applicant of the result of the review of approval or disapproval of the Application for Registration. JST shall not be obligated to disclose any reasons for disapproval.
- 4.4 Upon approval of the User’s Application for Registration, JST will issue an ID (user account), password, and other authentication information (the “User Authentication Information”) to the User without delay.
- 4.5 The User may register, update, delete, make Publication or temporarily private, and change the settings of its own Research Data on the Service, unless otherwise specified in the Terms or otherwise instructed by JST.
- 4.6 In the event that the User no longer meets any of the Usage Requirements set forth in the Terms, the User shall immediately notify JST and follow JST’s instructions.
- 4.7 The User shall notify JST (the operating secretariat of the Service) without delay of any change in the User’s information submitted to JST at the time of Application for Registration.

- 4.8 If JST is still unable to contact a User after one year has passed despite repeated attempts by JST to contact the User with reasonable frequency based on the User's contact information and contact method reported to JST, the User's ID (user account) shall be managed by JST, and JST will continue the Publication of the User's Registered Data (including data for which a grace period for Publication has been set). However, JST may, at its sole discretion, delete any non-public Registered Data (excluding data for which a grace period for Publication has been set).

Article 5. Pledges

With respect to the use of the Service, the User pledges to JST the following items:

- (1) Not to use the Service for any purpose other than those listed in Article 1.1;
- (2) Not to transfer or lend the right to use the Service;
- (3) Not to receive any compensation for the use of the Service; Not to use the Service for commercial purposes such as advertising products;
- (4) Use only the interface provided or permitted by JST to access the Service, and do not engage in any activity that interferes with the Service; and
- (5) The User shall be responsible for all actions and results regarding the content and management of the Registered Data and Metadata registered by the User.

Article 6. Management of Authentication Information

- 6.1 The User shall strictly manage the User Authentication Information issued by JST when using the Service at its own responsibility, and shall not allow any third party to use such information, nor shall they transfer, lend, or provide such information to any third party.
- 6.2 In the event that the User Authentication Information is leaked to a third party, or is likely to be leaked, the User shall immediately report to JST and follow JST's instructions.
- 6.3 Unless reported in accordance with Article 6.2, if the User Authentication Information is used by a third party to use the Service, such use shall be deemed to be by the User, and JST shall not be liable for any damage incurred thereby.

Article 7. Registered Data

- 7.1 The User shall endeavor to register Research Data along with its Metadata to the Service in a timely manner as soon as the Service becomes available for use. The Registered Data shall be for Publication and generated with Public Funds, for which the User has the legitimate authority to handle the data, and which is not in Publication at the time of registration to the Service.
- 7.2 Data that is in the grace period for Publication or has not yet been published may be registered for the Service, but data that cannot be in Publication in the future shall not be registered. The

details of the grace period for Publication are defined in the Registration Guidelines separately set forth by JST.

- 7.3 A DOI shall be assigned when the Registered Data is in Publication, and the User and JST shall cooperate to ensure the stable operation of the DOI.
- 7.4 When registering the Research Data, the User shall set the License Information on the Registered Data and indicate the License Information on the Metadata. License Information set at the time of data Publication cannot be deleted or changed.
- 7.5 When registering the Research Data, the User shall follow the Registration Guidelines separately stipulated by JST, and shall make efforts to ensure that the Registered Data and its Metadata are entered/provided accurately and without omissions or errors. If any omission or error is found in the Registered Data or its Metadata, the User shall promptly correct it in accordance with the method prescribed by JST.
- 7.6 The User may not delete the Registered Data and its Metadata after it has been made into Publication. In the event that the deletion of the Publication of Registered Data is unavoidable, the User shall contact JST with the reason for the deletion, and JST shall handle it appropriately. In the case of the deletion, JST shall indicate it in its appropriate manner.
- 7.7 When registering the Research Data, if the personal information of a third party is included in the Registered Data or Metadata, the User shall obtain consent from the third party regarding the possibility that the third party's personal information may also be viewed when the Registered Data or Metadata is made available for viewing on the website before registering them in the Service.
- 7.8 The registration of Research Data and handling of Registered Data shall be in accordance with the Terms and the Registration Guidelines separately stipulated by JST.

Article 8. Prohibition of Registration

- 8.1 The User shall not register in GRANTS Data Repository any Research Data that contains any of the information listed in the following items:
 - (1) Data other than Research Data generated from Public Funds;
 - (2) Projects that require ethical committee review for Publication (including without limitation, Research Data generated by life science and medical research involving human subjects);
 - (3) Data which infringes or may infringe JST's or a third party's copyright, moral rights, honorary rights, privacy rights, portrait rights, publicity rights, trade secrets or other rights or interests;
 - (4) Data that are or may be offensive to public order and morals;
 - (5) Fraud, threats, defamation, libel, or other violations or threats of violations of Laws;
 - (6) Those that include excessive sexual descriptions, cruel expressions, expressions that provoke crimes, or discriminatory expressions;

- (7) Those whose main purpose is to gain support for a specific political party or other political activities;
 - (8) Those intended to solicit for a specific religion;
 - (9) Those for advertising or promotional purposes;
 - (10) Anything which, if made public, would or might violate the Foreign Exchange and Foreign Trade Act, the Financial Instruments and Exchange Act, or any other Laws;
 - (11) Data generated by fabrication, falsification, plagiarism, or other research misconduct; or
 - (12) Data that violates the Registration Guidelines
 - (13) Any other items that JST deems inappropriate in light of the purpose of the Service.
- 8.2 When a User finds that its Registered Data or its Metadata contains information that falls under any of the items of Article 8.1, the User shall immediately report to JST and delete such information from its Registered Data and Metadata in accordance with JST's instructions.
- 8.3 When JST determines that the Registered Data or its Metadata contains information that falls under any of the items of Article 8.1, JST may delete all or part of the Registered Data or Metadata containing such information or change the setting to private without prior notice to the User who has registered such data.

Article 9. Publication of Registered Data

- 9.1 In principle, the User shall immediately make the Registered Data and its Metadata into Publication on the Service. However, for reasonable reasons, such as to ensure industrial competitiveness or scientific and technological superiority, a grace period may be set aside and the Publication of the data may be postponed.
- 9.2 If the case falls under the exceptions in Article 9.1, the Registered Data will be automatically into Publication without any notice to the User once the grace period set by the User expires.

Article 10. Rights of Registered Data

- 10.1 JST and the User confirm that all rights, including copyrights of the User's Research Data are not transferred to JST by the registration of the User's Research Data on the Service, and that such rights are reserved to the User or other previous right holders.
- 10.2 The User represents and warrants to JST that the User has the valid authority to make registration and Publication of the Research Data on the Service, that the use of the Registered Data by third parties under the Terms does not infringe on copyrights, moral rights, neighboring rights, trade secrets, or any other rights or interests, and that the User has the valid authority to grant JST permission to use the Registered Data and its Metadata.
- 10.3 The User shall not allow the author to exercise moral rights against JST for any use of the Registered Data and its Metadata in accordance with the Terms.

Article 11. Rights regarding the Service

- 11.1 All intellectual property rights and all other rights in the program, software, database, name, trademark, trade name, logo, domain name, and anything regarding the Service shall belong to JST or the third party holding the rights.
- 11.2 When a User uses the Information, which contains data other than Research Data that the User has registered for the Service, the User shall handle the Information in accordance with the following conditions:
- (1) To use the Information in accordance with the Terms, the “Terms and Conditions for Viewing GRANTS Data System” and Registration Guidelines;
 - (2) To Understand and agree to the purpose of the Service, and use the Service only to the extent necessary;
 - (3) To handle individual Research Data in accordance with the License Information set for individual Research Data registered on the Service (the License Information for individual Research Data will be displayed in the Metadata), and not to reproduce, modify, edit, distribute, or otherwise use the individual Research Data beyond the scope permitted by such License Information; or
 - (4) When copyright notices, trademark notices, or other rights management information other than License Information is attached to individual Research Data or its Metadata, such rights management information shall not be deleted or altered.
- 11.3 The use of the Service by the User does not transfer or assign all or any part of rights of JST and any third party regarding the Service to the User.

Article 12. Prohibitions

JST prohibits any and all of the following acts by a User in connection with the Service:

- (1) Any act that violates any provision of the Terms;
- (2) Any act that violates or may violate the Laws, or public order and morality;
- (3) Any act that infringes or may infringe on the intellectual property rights, privacy or any other rights of others (including JST);
- (4) Any act that slanders, libels, or defames the reputation or credibility of others, or any act that may cause them;
- (5) Any act that threaten others or obstruct their business, or cause or may cause annoyance or disadvantage to others;
- (6) Use of the Service for any purpose that deviates from the purpose of the Service as set forth in the Terms;
- (7) Any act that uses the Information obtained through the Service for the purpose of solicitation based on commercial, political, or religious activities of the User or others, such as its advertisement or promotion of the products or services.

- (8) Reverse engineering, disassembling, decompiling, or extracting or attempting to extract the source code of related systems or programs of the Service;
- (9) Unauthorized access, attempts to gain unauthorized access, acts that place an excessive burden on the Service, or acts that transmit or attempt to transmit files infected with viruses, etc.;
- (10) Downloading or attempting to download a large amount of information registered on the Service by mechanical or similar means;
- (11) Any act that may be regarded as attacks on the server, system, or security of the Service, such as the use of computer viruses or harmful programs, including acts that may induce such attacks;
- (12) Any act that may interfere with the Service or other business operations of JST; or
- (13) Any other act that JST reasonably determines to be inappropriate.

Article 13. Expenses

The User may use the Service free of charge within certain limits set by JST. All computers, Internet lines, etc. necessary for the use of the Service (including the maintenance of the telecommunications and usage environment) shall be prepared by the User at its own responsibility and expense. JST shall not be involved in, or liable for, any communication costs or other expenses incurred in connection with the use of the Service.

Article 14. Access Restrictions

When JST determines that a User violates any provision of the Terms, JST may suspend or restrict the use of the Service by the User or take any other measures as appropriate, without any liability to the User.

Article 15. No Warranties

- 15.1 JST makes no warranties, express or implied, regarding the truthfulness, accuracy, suitability, usefulness, timeliness, or any other aspect of the Information provided on an “as is” basis through the Service.
- 15.2 The User acknowledges that the Information provided through the Service is Research Data which may lack reproducibility, truthfulness, accuracy, suitability, or usefulness due to unforeseen factors or events.
- 15.3 JST makes no warranties, express or implied, regarding the continuity, stability, or security of the Service, including without limitation, no malfunction, error, or failure of the systems of the Service.

Article 16. Disclaimer

- 16.1 The User shall use the Service entirely at its own risk and discretion.
- 16.2 JST shall not be liable for any damage or other disadvantage incurred by the User arising from or in connection with any of the following items:
 - (1) Continued Publication of public data or deletion of non-public data in accordance with Article 4.8;

- (2) Deletion of Registered Data in accordance with Article 7.6;
 - (3) Measures such as updating, deleting, and making public/private settings of Registered Data in accordance with Article 8.3;
 - (4) Release of Registered Data upon expiration of the grace period for release under Article 9.2;
 - (5) Measures such as termination, suspension, restriction, or cancellation of approval for use of the Service in accordance with Article 14 or Article 21;
 - (6) Suspension or discontinuation of the Service in accordance with Article 18;
 - (7) Change or termination of the Service in accordance with Article 19;
 - (8) Termination of use of the Service by the User in accordance with Article 20;
 - (9) Malfunctions, errors, or failures regarding the system and network communications of the Service; or
 - (10) Unauthorized access to, destruction, or falsification of the system of the Service.
- 16.3 Although the search results of the Service include links to external sites, JST shall not be involved in or liable for any trouble, loss, or damage incurred by the User on these external sites.
- 16.4 If a User has a dispute with a third party regarding the use of the Service, the User shall resolve the dispute at its expense and responsibility, and JST shall not be involved in the dispute or liable for any loss or damage.
- 16.5 If a User is a consumer under the Consumer Contract Act, the extent of damages to be compensated by JST for damages incurred by the User due to JST's default or tortious act committed in the performance of JST's obligations shall be limited to direct and ordinary damages actually incurred by the User, except in cases of JST's intentional or gross negligence.

Article 17. Damages

If a User causes damage to JST with respect to the use of the Service, JST may claim damages against the User.

Article 18. Suspension or Discontinuation of Service

JST may suspend or discontinue operation of all or part of the Service upon prior notice to the User when JST deems it necessary:

- (1) For maintenance or repair of the Service;
- (2) In the event of a failure of the Service;
- (3) To restrict usage due to access concentration or otherwise similar reasons; or
- (4) In the event of any other reason requiring suspension or discontinuation of the operation of the Service.

However, in case of emergency, JST may suspend or discontinue the operation of the Service without prior notice.

Article 19. Change or Termination of Service

- 19.1 JST may change the contents of the Service with prior notice to the User. If it is necessary to change the Terms in accordance with changes in the contents of the Service, the Terms shall be changed in accordance with the procedures stipulated in Article 25.
- 19.2 JST may terminate the Service with prior notice to the User. However, in case of unavoidable and urgent necessity, JST may terminate the Service without prior notice, and make an appropriate notice thereafter.
- 19.3 JST shall make efforts to continue to store and keep Publication of the Registered Data and its Metadata by reasonable means even after the termination of the Service.

Article 20. Termination of Use of the Service by User

- 20.1 If a User wishes to terminate use of the Service, the User may terminate use of the Service by notifying JST in writing at least two months prior to the termination of use.
- 20.2 After termination of the use of the Service, the User shall continue the Publication of the public Registered Data and its Metadata, and delete the non-public Registered Data and its Metadata from the Service, except in the case of special circumstances such as those described in Article 8.1. In the case of transferring the public Registered Data to another site for Publication, the User and JST shall make arrangements so that the DOI can be transferred to the new site.

Article 21. Cancellation of Approval for Use

- 21.1 JST may take any action JST deems necessary, such as cancellation of the approval for use of the Service, suspension or restriction of use, against the User if the User falls under any of the following items or otherwise violates any provision of the Terms:
- (1) When the User no longer meets the requirements for use as set forth in Article 4 and the Registration Guidelines;
 - (2) When the User does not register any Research Data with the Service even after one year has passed from the date of approval for use by JST;
 - (3) When the User has committed or is deemed likely to commit any of the acts listed in Article 12;
 - (4) If the User violates the representations and warranties stipulated in Article 22; or
 - (5) When JST is still unable to contact the User after one year has passed, despite repeated attempts by JST to contact the User with reasonable frequency based on the User's contact information and contact method reported to JST.
- 21.2 If the User's authorization to use the Service is cancelled in accordance with Article 21.1, Article 20.2 shall apply mutatis mutandis to the handling of Research Data and Metadata that the User has registered for the Service.

Article 22. Exclusion of Anti-Social Forces

- 22.1 The User represents and warrants that it has not fallen and shall not fall under any of the followings: an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a company affiliated with an organized crime group, a corporate racketeer, a member of a group engaging in criminal activities under the pretext of conducting social campaigns, a member of a crime group specialized in intellectual crimes, or any other group that may encourage illegal activities on a collective or habitual basis, a member of such group, or a person deemed to be equivalent thereto (collectively referred to as the “Anti-Social Forces”).
- 22.2 The User represents and warrants that it has not fallen and shall not fall under any of the followings:
- (1) A person having relationships with Anti-Social Forces that are recognized as controlling its own business or management;
 - (2) A person having relationships with Anti-Social Forces that is recognized to be substantially involved in its own business or management;
 - (3) A person that is recognized to have used Anti-Social Forces for the purpose of seeking unjust profits for itself or a third party, or for the purpose of inflicting damage on a third party;
 - (4) A person that is recognized to be involved in providing funds or benefits to Anti-Social Forces; or
 - (5) Its officers or persons substantially involved in the management of the User are deemed to have a socially reprehensible relationship with Anti-Social Forces.

Article 23. Confidentiality

- 23.1 The User shall maintain confidentiality with respect to “Confidential Information” (which means non-public information of research or business importance, whether in writing or not, disclosed in connection with the Service.) provided by JST or other Users, and shall not disclose or divulge the Confidential Information to any third party without the prior written consent of the other party that provided the Confidential Information. However, the information falling under any of the following items shall not be included in the Confidential Information:
- (1) Information that were already public knowledge at the time they were disclosed by JST or other Users;
 - (2) Information that have become public knowledge due to a reason for which the User is not responsible, after the User received the information from JST or other Users;
 - (3) Information already in its own possession at the time of disclosure by JST or other Users;
 - (4) Information that were disclosed by a third party with legitimate authority without restriction on disclosure; or

- (5) Information created independently without the Confidential Information disclosed by JST or other Users.
- 23.2 In the event that a User is required by the Laws to disclose the Confidential Information, the User may disclose the Confidential Information to the minimum extent required after immediately notifying JST or other Users who have provided such User with the Confidential Information that is the subject of the disclosure request.
- 23.3 The obligation of confidentiality of the User set forth in this Article 23 shall remain in effect even after the use of the Service is terminated.

Article 24. Language

The original of the Terms is Japanese version. The Terms may be translated into languages other than Japanese for the convenience of the User. In the event of any inconsistency between the Japanese version and the translated version, the Japanese version shall prevail.

Article 25. Change to Terms

- 25.1 When JST reasonably deems it necessary, JST may change the Terms, specifying an effective date.
- 25.2 In the case of Article 25.1, JST makes the revised Terms known to the User by publicizing the revised Terms on the Service or by any other method as appropriate.
- 25.3 If a User does not agree to any change to the Terms, such User may terminate use of the Service, but if the User uses the Service after the effective date of such changes, the User will be deemed to agree to the revised Terms.

Article 26. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any dispute between the User and JST regarding the Service.