

National Institute of Informatics Academic Content Service Usage Regulations

Established	January 28, 2014
Revised	October 1, 2014
Revised	October 22, 2015

Article 1 (Objective)

The objective of these Regulations is to stipulate matters necessary for usage of the Academic Content Service (hereinafter referred to as the “Service”) provided by the National Institute of Informatics (hereinafter referred to as the “Institute”) of the Research Organization of Information and Systems.

Article 2 (Compliance with Regulations)

A person using the Service (hereinafter referred to as the “User”) must agree to these Regulations in order to be able to use it, and each User shall be deemed to have so agreed at the time that User commences usage of the Service.

Article 3 (Definitions)

1. The meanings of the terms in the items below that are used in these Regulations shall be as set out in those items and shall apply uniformly throughout these Regulations.
 - (i) CiNii Articles (Citation Information by NII):
Provides citation information and the full texts of papers published in academic journals.
 - (ii) CiNii Books (Book Information by NII):
Provides catalog information of holdings in university libraries, etc.
 - (iii) CiNii Dissertations (Doctoral dissertation Information by NII):
Provides doctoral dissertation information in Japan and the link to full texts of doctoral dissertations.
 - (iv) KAKEN (Database of Grants-in-Aid for Scientific Research):
Provides information on the results of research supported by the Ministry of Education, Culture, Sports, Science & Technology in Japan and Japan Society for the Promotion of Science grants-in-aid for scientific research.
 - (v) NII-DBR (Academic Research Database Repository):
Provides access to specialized academic databases created by Japan’s researchers and others.
 - (vi) JAIRO (Japanese Institutional Repositories Online):
Provides access to academic information accumulated in Japanese institutional repositories.
 - (vii) NII-REO (NII Repository of Electronic Journal and Online Publications):
Provides electronic journal and online publications in local hosting environments.
2. Matters such as the scope of academic information provided by the Service and the

method of using it shall be determined at the judgment of the Institute.

3. Details concerning Item (i) of Clause 1, such as User category, usage application, forms of usage, usage charges, etc., are stipulated in the National Institute of Informatics CiNii Articles Usage Detailed Regulations (hereinafter referred to as “CiNii Articles Usage Detailed Regulations”).

Article 4 (Purpose of using the Service)

The Service shall be used by Users wishing to use it for their own academic research, and Users agree not to use it for any other purpose.

Article 5 (Copyright of academic information, etc.)

1. The copyright of academic information provided by the Service is held by the providers of the information, and the database copyright relating to screen displays, indexes of academic information, and databases concerning links, etc., provided by the Service is held by the Institute or by persons designated by the Institute.
2. The User agrees that searching, viewing, and downloading shall be permitted nonexclusively within the scope stipulated below in accordance with the purpose of use stipulated in the preceding article.
 - (i) No duplication, modification, translation, editing, etc., shall be conducted, provided that downloading and printing may be carried out for the purpose of use in the User’s own academic research.
 - (ii) Irrespective of whether the Service is used on a paid or free basis and irrespective of the format of media recording, material duplicated on the basis of the proviso in the preceding item (i) must not be provided, distributed, loaned, or transferred to other persons or be transmitted publicly (including being left in a state in which it is capable of automatic public transmission).
 - (iii) Although material may be downloaded and duplicated in accordance with the proviso in item (i) hereof, that material must not be stored or used on a server, etc., used in common by any other person.
 - (iv) Indications of authors’ and other names, trademarks, service marks, etc., displayed by the providers of academic information must not be deleted or modified.
 - (v) In addition to the provisions of the preceding four items, the User must not act in any other way that infringes the copyright of academic information.

Article 6 (Matters to be complied with by the User)

When using the Service, the User must comply with the matters described in each of the following items.

- (i) The User must not infringe the property rights, privacy, or other rights of other persons.
- (ii) The User must not abuse or defame other persons or commit any act that subjects

- other persons to inconvenience, disadvantage, etc.
- (iii) The User must not commit any act that violates public order or morals or laws or regulations, such as by disseminating obscenities or falsehoods.
 - (iv) The User must not commit any act that gains improper access, such as through improper use of user IDs or passwords of other persons.
 - (v) The User must not perform automated large-volume searches or downloads.
 - (vi) The User must not act in any way that may impair the operation of the Service.
 - (vii) The User must not commit any other act judged by the Institute to be inappropriate.

Article 7 (Suspension of usage)

If the User violates these Regulations, the Institute may suspend that User's usage and take necessary measures. This shall also apply in cases where there is sufficient cause to suspect a violation.

Article 8 (Handling of personal information)

1. The Institute shall appropriately manage information that enables Users to be identified individually (hereinafter referred to as "Personal Information"), and shall take measures to prevent its improper use, leakage, etc.
2. The Institute may use Personal Information to the extent necessary in the following cases. The same shall apply to provision to third parties.
 - (i) When necessary for the User's usage application and approval, etc., therefor.
 - (ii) When necessary to notify or contact the User for such purposes as the invoicing of usage charges.
 - (iii) When necessary in order to request compliance or performance under these Regulations.
 - (iv) When the User himself or herself has given consent therefor.
 - (v) When provision is requested by law by public entities such as courts, public prosecutors offices, or the police, or when similarly necessary in the public interest.
3. The period of retention of Personal Information shall in principle be one year after termination of use of the Service by the User (including expiration of the period of usage and cancellation of usage authorization), and Personal Information shall be disposed of when one year has elapsed.
4. In addition to the provisions of the preceding three clauses, other matters necessary with regard to the handling of Personal Information shall be in accordance with the Regulations for Protection of Personal Information of the Research Organization of Information and Systems.

Article 9 (Responsibilities of the User)

1. If the User violates these Regulations and thereby hinders the operation of the Service or causes the Institute to incur loss or damage, the Institute may invoice the said User for compensation therefor.
2. If a dispute arises between the User and a third party (including disputes regarding copyright of academic information and disputes with other interested parties) through the use of the Service, the User himself or herself shall be responsible for resolving it and shall not impute any responsibility whatsoever to the Institute.

Article 10 (Institute's exemption from liability)

1. The Institute shall accept no responsibility whatsoever with regard to the veracity, accuracy, utility, etc., of academic information provided by the Service.
2. The Institute may suspend the Service for maintenance or repair or in other cases where necessary.
3. The Institute shall accept no responsibility whatsoever with regard to delay, interruption, or suspension of provision of the Service or for disputes, damage, etc., that involve the User as a result of use of the Service. Notwithstanding the aforesaid, responsibility with regard to failure of provision of paid Content shall be provided for in the CiNii Articles Usage Detailed Regulations.
4. The User shall manage his or her own user ID and password, and the Institute shall deem all instances in which that user ID and password are used as being usage by that User.

Article 11 (Revisions, etc.)

1. The Institute may revise these Regulations as required, notifying Users by posting a notification on the Service website or by other means judged appropriate by the Institute. In such cases, unless otherwise stated explicitly, the revised Regulations will take effect from the time of posting or other notification.
2. In order to facilitate implementation of the Service or to provide detail for the application of these Regulations, the Institute may, when necessary, lay down detailed regulations for usage and/or usage guidelines, etc. Such detailed regulations and guidelines shall form an integral part of these Regulations.
3. These Regulations shall be governed by the laws of Japan, and the court of first instance for any disputes concerning the Service shall be the Tokyo District Court.

Article 12 (Miscellaneous provisions)

1. In addition to the matters provided for in these Regulations, any others necessary for implementation of these Regulations will be stipulated separately.

2. In the event that any inconsistencies arise between the Japanese version of these regulations and any translated version hereof, the text of the Japanese version shall take precedence.

Supplementary provision

These Regulations shall come into effect on October 1, 2014.

Supplementary provision

These Regulations shall come into effect on October 22, 2015.