

Agreement for Use of Copyrighted Work

Copyrighted work: _____

Author: _____

Copyright holder: _____

[_____] (hereinafter referred to as “Party A”) and Ochanomizu University Library (hereinafter, “Party B”) hereby enter into the following agreement (hereinafter, the “Agreement”) pertaining to the use of electronic and other versions of the abovementioned copyrighted work (hereinafter, the “Copyrighted Work”).

Date: _____

Party A (copyright holder)

Address: _____

Name: _____

Ⓢ (Seal)

Party B

Address: _____

Organization: _____

Representative: _____

Ⓢ (Seal)

Article 1: Consent for Use as Publications

1. Party A hereby consents to Party B's nonexclusive and nonmonopolistic use of the Copyrighted Work without compensation for the reproduction and transmission of said Copyrighted Work as an electronic publication. This consent shall be considered valid in all regions.
2. The preceding paragraph shall not preclude Party A from consenting to the use by third parties of copyrighted works recognized as clearly resembling the Copyrighted Work or the publication of copyrighted works bearing the same title as said Copyrighted Work, or the exercising of such rights by Party A itself throughout the effective period of this Agreement
3. Party A likewise consents to Party B's nonexclusive and nonmonopolistic use of the Copyrighted Work in all regions pertaining to its storage in databases and its use during database searches and access.

Article 2: Copyright Ownership and Delegation of Rights Handling

Copyrights owned by Party A shall belong to Party A, with both Party A and Party B hereby confirming that such rights shall not be assigned or transferred to Party B.

Article 3: Guarantee of Contents

1. Party A guarantees to Party B that the Copyrighted Work does not infringe upon the copyrights, image rights or any other rights of any third parties, and that it is legal in content.
2. In the event that a violation of rights or occurrence of other problems due to the Copyrighted Work results in damages to Party B or any third party, Party A shall assume the responsibility in handling the matters in question.

Article 4: Deference for Author Personal Rights

In the event that changes must be made to the contents, expressions, names, titles or other aspects of the Copyrighted Work, Party B shall be required to obtain Party A's consent first. Notwithstanding this provision, Party A hereby grants its consent to Party B for revisions, modification, editing and adaptation—as well as addition of headlines, keywords and other elements—to the extent necessary for use as an electronic publication. In such cases, Party B shall exercise ample care in avoiding damage to the personal rights of Party A.

Article 5: Publication Responsibilities

Party B shall issue the Copyrighted Work as an electronic publication (hereinafter, the "Electronic Publication") no later than one (1) month subsequent to the effective date of this

Agreement. Notwithstanding this provision, in the event of unavoidable circumstances, said date may be changed through mutual deliberations between Party A and Party B.

Article 6: Indication of Copyright Symbol

To protect the intellectual property rights of Party A, Party B shall place the copyright symbol (©) at a prescribed location on Party B's Electronic Publication, indicating the name of Party A and the initial year of publication.

Article 7: Circulation Subsequent to Agreement Termination

Subsequent to the expiration of this Agreement, Party B shall halt transmission of the Electronic Publication belonging to Party A.

Article 8: Ban on Transfer of Rights and Obligations

Party A and Party B shall not engage in the transfer or supply as security of the status pursuant to this Agreement or the rights or obligations originating in this Agreement to any third party in the absence of the prior consent in writing of the other party to this Agreement.

Article 9: Measures in Case of Disasters, etc.

In the event that the Copyrighted Work is damaged due to earthquake, flooding, fire or other unavoidable circumstances or for reasons not attributable to the responsibilities of either Party A or Party B, or upon the recognition of difficulties in the fulfillment of this Agreement, Party A and Party B shall determine the measures to be adopted through mutual deliberations.

Article 10: Agreement Termination

1. Either Party A or Party B shall be able to terminate this Agreement by means of a request in writing to the other party.
2. In the event that provisions of this Agreement are violated by the other party, either Party A or Party B shall have the right to terminate all or part of this Agreement if said violations are not corrected within a reasonable, designated period of time subsequent to the issuing of written demands for their correction.

Article 11: Effective Period of Agreement

The effective period of this Agreement shall be one (1) year from the date the Agreement is finalized. In the event that no notice in writing is submitted to terminate this Agreement

from either Party A or Party B no later than three (3) months prior to the expiration of this Agreement, said Agreement shall be automatically renewed under the original conditions for an effective period of one (1) year on each such occasion.

Article 12: Issue of Revised, Enlarged or Other New Editions and Automatic Renewal of the Agreement

1. Revised, enlarged or other new editions of the Copyrighted Work shall be issued only after mutual deliberations between Party A and Party B.
2. In the absence of any particular objections expressed during mutual deliberations between Party A and Party B concerning revised, enlarged or other new editions, this Agreement will be automatically renewed under the original conditions.
3. The effective period of the Agreement upon renewal pursuant to the stipulations in the preceding paragraph shall follow the provision of the preceding Article, with the issue date of the revised, enlarged or other new editions as the effective date.

Article 13: Nondisclosure

Party A and Party B shall not disclose or leak to third parties any confidential information concerning the other party, or that of any customers or other entities of the other party learned pursuant to the performance of this Agreement in the absence of consent in writing thereof from the other party.

Article 14: Handling of Personal Information

1. Party A and Party B shall act in compliance with the principles of the Act on the Protection of Personal Information in devoting due consideration and due diligence to the handling of personal information acquired through the publication of the Copyrighted Work or operations incidental to said publication.
2. Party A shall recognize the use by Party B of information necessary for the production, publicity and other aspects of the Electronic Publication, as well as the furnishing of such information to third parties. Notwithstanding the above provision, the handling of the use of images, personal history and other information pertaining to Party A shall be determined through mutual deliberations between Party A and Party B.

Article 15: Changes in Agreement Content

In the event that additions, deletions or other changes are required in the content of this Agreement, no such changes shall be binding in the absence of an agreement in writing between Party A and Party B.

Article 16: Deference to the Agreement

Both Party A and Party B shall show deference to this Agreement, and in the event of disparities in its interpretation or with regard to matters not stipulated in this Agreement, deliberations shall be held in good faith to resolve the matters in question.

Article 17: Special Stipulation Provisions

Special stipulations other than the provisions determined in this Agreement shall be pursuant to the attached Special Stipulation Provisions.

This Agreement has been prepared in duplicate, and upon the signing and sealing of both copies Party A and Party B shall retain one copy each.