

## MRS-J Copyright Policy

Note: Japanese Version to Govern

The original version of this policy has been prepared in Japanese. In the event of any discrepancy between the English and Japanese versions, the Japanese version will govern.

(Purpose)

Article 1 These provisions constitute the basic policy for handling the copyrights of members and contributors (hereinafter collectively referred to as “Members, etc.”) involved with works submitted to this organization.

(Definitions)

Article 2 When used in these provisions, the meanings of the terms listed in the following items shall be as prescribed respectively in those items.

(1) The “Work” means one of the following, as defined in Article 2, Paragraph 1, Item 1 of the Copyright Act.

1. A thesis, article, etc. submitted to one of this organization’s publications.
2. A research paper submitted to this organization.
3. A draft or presentation manuscript provided to this organization on the occasion of an annual event, international conference, or lecture meeting hosted or co-hosted by this organization.
4. A public relations magazine issued by this organization.
5. Content published on this organization’s website.
6. Any other works equivalent to those in 1-6 as designated by this organization.

(2) The “Author” means a Member, etc. as defined in Article 2, Paragraph 1, Item 2 of the Copyright Act.

(3) “Copyright and Property Rights” means the copyright and property rights of the Work, including all rights defined in Articles 21 (Right of reproduction), 22 (Right of performance), 23 (Right of screen presentation), 24 (Right of recitation), 25 (Right of exhibition), 26 (Rights of distribution), 26-2 (Right of ownership transfer), 26-3 (Right of rental), 27 (Rights of translation, adaptation, etc.), and 28 (Right of the original author in the exploitation of a derivative work) of the Copyright Act.

(4) The “Author’s Moral Rights” means the moral rights of an Author connected to the Work, including all rights defined in Articles 18 (Right to make the work public), 19 (Right to determine the indication of the author's name), and 20 (Right to maintain integrity) of the Copyright Act.

(Attribution of Copyright)

Article 3 All Copyright and Property Rights shall be attributed to this organization.

2. Copyright and Property Rights are transferred to this organization upon the approval, within the organization, of the publication or release of the Work.
3. In the event that special circumstances render the handling established in the previous two items impossible, the Author shall inform this organization of this fact in writing upon submission of the Work, upon which the handling of the Work shall be determined according to discussions between this organization and the Author.
4. Regardless of any special circumstances established according to the preceding item, the Author shall consent, to the extent permitted by law and/or by the special circumstances established in the preceding item, to this organization's exclusive and international exercise, without compensation, of Copyright and Property Rights (including those of reproduction, release, transmission, transfer, rental, translation, interpretation, and of use in derivative works, and of the right to sublicense, with or without compensation).
5. In the event that it is determined that the submitted Work will not be published in one of this organization's publications (or, in the case of Works corresponding to Article 2, Item 1, Number 3, if the annual event, international conference, or lecture meeting, etc. is not held), this organization shall return all Copyright and Property Rights to the Author.

(Author's non-exercise of Moral Rights)

Article 4 The Author shall not exercise the Author's Moral Rights towards this organization, nor towards any third party to whom this organization has granted permission to use the Work.

2. The preceding paragraph also applies to any derivative works based on the original Work created by this organization, or by any third party to whom this organization has granted permission to use the Work.

(Use of the Work by the Author)

Article 5 When using a Work that they created (including when granting permission to a third party to use the Work), the Author of that Work shall first apply for and receive permission from this organization by providing this organization with the required information (established separately), such as the purpose of that usage, in writing.

2. This organization shall grant permission for all uses of the Work that is not in conflict with this organization's goals or activities.
3. The Author shall retain the right to use the Work in the following circumstances

regardless of the provisions established by Paragraph 1. When using the Work, the Author should clearly state the source.

- (1) When the Work is published to the personal website of the Author, or to the website of a corporation or organization with which the Author is affiliated (including storage or release via an institutional repository).
- (2) When the Work used as permitted by Articles 30 to 50 (Limitations on Copyright) of the Copyright Act.
- (3) When the Work is reproduced or processed for presentation or submission within this organization's media.
- (4) When applicable to separately-established provisions of the Submissions Policy.

(Author's guarantees, etc.)

Article 6 The Author shall guarantee that 1. the Work does not infringe in any way on any third party's intellectual property rights, including copyright, patent rights, utility model rights, design rights, trademark rights, domain names, or any other intellectual property rights, nor on any rights being applied for or registered, and 2. if the Work has been co-authored, that upon submission to this organization, the Author has received consent from each of the Work's co-authors. Further, if the Work quotes the works of third parties, the Author must ensure that these are clearly sourced.

(Prohibition of dual transfer)

Article 7 The Author shall transfer absolutely no copyright or property rights, nor any usage permissions concerning the Work (including establishment of the right of publication) to any third party other than this organization.

(Cooperation in dispute resolution)

Article 8 In the event, or apparent risk of any dispute arising from a third party's infringement of rights concerning the Work, or from the infringement of the Work on the rights of a third party, the Author and this organization shall cooperate to deal with the issue.

(Discussions)

Article 9 In the event of any doubts concerning issues not established by these provisions, or regarding the interpretation of any of its stipulations, those issues shall be resolved on the basis of good-faith discussions between the Author and this organization.

(Date effective)

Article 10 These terms are effective retroactively as of February 15, 2019. The copyright of papers, etc. submitted prior to February 15, 2019 shall also be handled according to this policy, excepting where the submitter has made a special request, and this organization has determined that legitimate reason exists for this request.