

National Institute for Materials Science

MDR Open Data Terms of Use

National Institute for Materials Science

Established on September 1, 2021

Revised on October 22, 2021

Revised on January 17, 2023

MDR Open Data Terms of Use (hereinafter referred to as “Terms”) set forth the terms and conditions and other matters concerning the use (defined in Article 1 below; hereinafter referred to as “Service”) regarding research data, literature and other information (hereinafter collectively referred to as “Open Data”) published on the Materials Data Repository (MDR), which is managed and operated by National Institute for Materials Science (hereinafter referred to as “Institute”).

Users (defined in Article 1 below) of the Service are obligated to comply with these Terms when using the Service, and at the start of using the Service, Users are deemed to have agreed to these Terms, the site policy (<http://www.nims.go.jp/siteinfo/site-policy.html>) and the privacy policy (<http://www.nims.go.jp/siteinfo/privacy-policy.html>) on the official website of the Institute.

Please carefully read these Terms, the site policy and the privacy policy before using the Service.

Article 1: Definition

For the purpose of these Terms, the following terms shall have the meaning respectively prescribed in the following items.

- (1) “Service” Services provided to Users (defined in the following item) through systems managed and operated by the Institute, including, without limitation, the Materials Data Repository “MDR” and the accompanying web pages and applications, allowing Users to search for, view and download Open Data;
- (2) “Users” Individuals who search for, view and download Open Data after agreeing to these Terms;
- (3) “Site” Web page of MDR;
- (4) To “Acquire” data from MDR To access and obtain Open Data by using the

Service.

Article 2: Applicability and Amendment to These Terms

1. These Terms shall apply to use of the Service that is provided by the Institute and all matters in conjunction with provision of the Service.
2. Provisions announced through MDR from time to time by the Institute and provisions for use posted on the Site when using the Service shall also constitute a part of these Terms.
3. The Institute may amend the details of these Terms at any time without the prior consent of Users. The Terms after such amendment shall be deemed to have been agreed by all Users on the effective date after such terms have been posted on the Site for at least one (1) week before the effective date.
4. In addition to the case described in the preceding paragraph, when the Institute judges it necessary, the Institute shall notify Users of necessary information from time to time. The notified content shall be deemed to have been agreed by all Users after it has been posted on the Site for one (1) week.

Article 3: Purpose of Use of Service, Functionality, etc.

MDR and the Service are provided for the purpose of contributing to research and development in materials science technology. The Institute will provide the Service only to those individuals who use the Service for the purpose of education or research and development.

Article 4: Rights to Open Data

Copyrights and other rights related to Open Data shall be vested in the right holders who actually have rights in and to the Open Data and no rights shall be assigned or transferred to third parties.

Article 5: Use of Open Data

When using Open Data Acquired from MDR, Users shall comply with the following matters.

- (1) Users shall follow the Right Statement posted on the page on which the data is displayed on the Site.
- (2) When Users publish research deliverables or other materials prepared by using Open Data, Users shall expressly indicate the source.

Article 6: Prohibited Acts

Users shall not commit any of the following acts.

- (1) Act of using the Service for any purpose other than the use mentioned in Article 3;
- (2) Act of allowing those other than Users to use the Service;
- (3) Act of attempting any unauthorized access to MDR or any alteration or deletion of

data, etc., or the act of otherwise disrupting the server or network of MDR (including, without limitation, by sending a virus);

- (4) Act that may interfere with the management or operation of MDR;
- (5) Act that violates these Terms;
- (6) Act of impersonating another User;
- (7) Act of using the Service for the purpose of developing, designing, manufacturing, storing and using nuclear weapons, chemical weapons, biological weapons, missile weapons or other weapons of mass destruction regulated by the Foreign Exchange and Foreign Trade Act and its relevant laws and regulations, for the purpose of military applications, or for other purposes that may hinder the maintenance of international peace and security, or act of using the Service for the purpose of providing the Open Data to any third party having such aforementioned purposes;
- (8) Any other acts deemed inappropriate by the Institute.

Article 7: Restrictions on Use

If MDR is used in an inappropriate manner, or if the Institute otherwise judges it necessary for, inter alia, the appropriate management or efficient operation of MDR, the Institute may impose, on specific Users, restrictions, including, without limitation, suspension or cancellation of use of MDR.

Article 8: Amendment, Deletion, etc., of Open Data

1. The Institute may amend or delete Open Data if:
 - (1) A depositor of Open Data requests its amendment or deletion; or
 - (2) In addition to the amendment or deletion of Open Data requested under the preceding item, the Institute judges it appropriate to amend or delete other relevant Open Data.
2. The Institute may take measures to suspend Open Data from being displayed or to add a description about questions raised regarding Open Data if:
 - (1) The Institute judges that there is a high possibility that Open Data contains inappropriate content that cannot be ignored; or
 - (2) The Institute otherwise judges that such measures are necessary for the appropriate management of MDR or for any other such purpose.
3. Pursuant to the provisions of the preceding two paragraphs, the Institute may, without notice to Users, amend, delete or suspend Open Data from being displayed or add a description about questions raised regarding Open Data.

Article 9: Service Change, etc.

1. Whenever the Institute is unable to provide services due to system maintenance, power

failure or other event, or whenever the Institute otherwise judges it necessary for the management or operation of the system, the Institute may, as needed, amend the whole or any part of the service content of MDR, or suspend or discontinue the provision of services (hereinafter referred to as “Service Change, etc.”).

2. The Institute may make the Service Change, etc., under the provision of the preceding paragraph without notice to Users.

Article 10: Disclaimer

1. If a dispute with a third party arises out of MDR and use of the Service or use of Open Data, User shall settle the dispute at its own responsibility and cost, and the Institute shall assume no liability for such dispute.
2. The Institute does not warrant nor shall the Institute assume any liability to Users for the completeness, accuracy or relevance of purpose, etc., of Open Data. When using the Service, Users shall, on their own responsibility, assess the completeness, accuracy, or relevance of purpose, etc., of the data.
3. The Institute shall assume no liability to Users for the functionality of MDR and the relevant system, including, without limitation, continuous proper operation and trouble-free use of MDR.
4. The Institute shall assume no liability to Users for any damages caused as a result of use of MDR or the Service.
5. The Institute shall assume no liability to Users for any damages caused by amendment, deletion or suspension of Open Data from being displayed or addition of a description about questions raised regarding Open Data.
6. The Institute shall assume no liability to Users for any damages caused as a result of any Service Change, etc., made for MDR.

Article 11: Handling of User Information

1. MDR automatically collects the access source IP address, use dates and times, use pages, usage environment and other such data of Users. Before using MDR, Users shall agree that the access logs so collected will be used as information for making a decision as regards the operation of MDR, system maintenance, analysis of usage conditions, improvement in convenience of services, etc. The Institute will not use such access logs for any purpose other than the above-described purposes.
2. MDR uses the web access analysis tool provided by Google for access analysis (hereinafter referred to as “Google Analytics”). The data collected by Google Analytics shall be managed in accordance with the privacy policy of Google (<https://www.google.com/intl/ja/policies/privacy/>). Users may disable data collection by

Google Analytics by using the Google Analytics Opt-out Add-on provided by Google (<https://tools.google.com/dlpage/gaoptout/>).

3. The site policy and the privacy policy of the Institute shall apply to the protection of the information and privacy of Users in connection with use of MDR, except in the case of the preceding paragraph.
4. Users agree that the Institute may disclose the information described in paragraph 1 and paragraph 3 to third parties in the following cases:
 - (1) When, for the purpose mentioned in paragraph 1, the information is disclosed to those who are bound by any contractual or other obligation of confidentiality; or
 - (2) When the Institute is required by laws or regulations to disclose such information.

Article 12: Compensation for Damages

If User causes damages to the Institute in connection with use of the Service, the Institute may claim damages against the User.

Article 13: Duration of these Terms

Even after User ceased using the Service, these Terms shall remain in force with respect to matters arising in connection with use of the Service and to the handling of data Acquired from MDR.

Article 14: Miscellaneous

1. The formation, effect, implementation and interpretation of these Terms shall be governed by the laws of Japan.
2. All disputes arising in connection with these Terms, MDR and the Service shall be referred to the Tokyo District Court as the court of first instance having exclusive jurisdiction.
3. Notwithstanding the preceding paragraph, when the address of User exists outside Japan, disputes arising in connection with these Terms between User and the Institute shall be settled only by arbitration by the Japan Commercial Arbitration Association in Tokyo, Japan in accordance with its Arbitration Rules. The arbitral award shall be final and binding upon both User and the Institute. The arbitration expenses (including fees of attorneys and lawyers) shall be borne by the losing party unless otherwise specified in the arbitral award.
4. The Japanese version of these Terms shall be the official version. In the event of any conflict between the provisions of the Japanese version and the English language translation thereof, the provisions of the Japanese version shall prevail.

Supplementary Provision

These terms shall come into force on September 1, 2021.

Supplementary Provision (October 22, 2021)

These terms shall come into force on November 1, 2021.

Supplementary Provision (January 17, 2023)

These terms shall come into force on January 17, 2023.