

Note: This is an unofficial translation. Only the original Japanese texts of regulations have legal effect, and translations are to be used solely as reference material to aid in the understanding of Japanese regulations. For all purposes of interpreting and applying the regulations to any legal issue or dispute, users should consult the original Japanese texts. If you have any questions, please contact Materials Data Platform Center.

この翻訳は公式訳ではありません。法的効力を有するのは日本語の利用規約自体であり、翻訳はあくまでその理解を助けるための参考資料です。利用規約の解釈や、法的な問題、係争に利用規約を適用する際に基準となるものは、日本語の利用規約自体です。質問等がございましたら、材料データプラットフォームセンターにお問い合わせください。

Materials Data Repository Terms of Use

Materials Data Repository Terms of Use (hereinafter referred to as “Terms”) set forth the terms and conditions of use of the Material Data Repository (MDR) managed and operated by National Institute for Materials Science (hereinafter referred to as “Institute”).

Users of the MDR are obligated to comply with this Terms when using the MDR, and by using the MDR, Users are deemed to have agreed to this Terms, the site policy (<https://www.nims.go.jp/eng/siteinfo/site-policy.html>) and the privacy policy (<https://www.nims.go.jp/eng/siteinfo/privacy-policy.html>) on the official website of the Institute. Therefore, please carefully read this Terms, the site policy and the privacy policy before using the MDR.

Article 1: Definitions

The terms set forth in the following items shall have the meanings set forth in the corresponding items in this Terms.

- (1) The term “MDR” shall mean a system in which services are provided so that research data and publications (hereinafter referred to as “Data”) can be deposited, disclosed, accessed, searched, and downloaded to contribute to development of materials data and integrated system as well as research and development for other materials science, by using data science. (<https://mdr.nims.go.jp>)

- (2) The term "Users" shall mean individuals who have agreed to this Terms and who use of the MDR to browse, search, and download the Data.
- (3) The term "deposition/deposit" shall mean to upload the Data to the MDR so that they can be managed.
- (4) The term "disclosure/disclose" shall mean to disclose deposited Data so that they can be accessed, searched, and downloaded.
- (5) The term "publicly known data" shall mean Data already published in methods such as publication of papers, publication of books, publication on websites, or other methods in which the Data can be accessed as public knowledge (excluding publication using the MDR).

Article 2: Purpose of Use

Users shall use the MDR and the Data downloaded from the MDR within the scope of the purpose of MDR set forth in Article 1 (1).

Article 3: Users

Users shall comply with the following items when using Data downloaded from the MDR:

- (1) Users shall comply with conditions of licenses specified with the Data.
- (2) If Users publish research deliverables or the like using the Data, they shall indicate their sources.

Article 4: Prohibited Acts

Users shall not perform the acts set forth in the following items:

- (1) Acts of using the MDR for purposes other than those set forth in Article 2.
- (2) Acts that make the MDR available to persons other than approved Users
- (3) Unauthorized access to the MDR and acts that adversely affect the server and network for the MDR including (such as sending of a virus)
- (4) Acts that may cause interference with management and operations of the MDR
- (5) Any other acts deemed inappropriate by the Institute.

Article 5: Limitation of Use

If the Institute confirms inappropriate use of the MDR or deems it necessary for proper management, efficient operations, and the like of the MDR, the Institute may limit use of the MDR by specified Users, by suspension, cancellation or the like.

Article 6: Modification and Deletion of Deposited and Disclosed Data

1. In the case of the following items, the Institute may modify or delete deposited and disclosed Data:
 - (1) A person who deposited the Data made a request for modification or deletion.
 - (2) In addition to the modification or deletion pursuant to the request set forth in the preceding item, modification or deletion of the related Data is deemed appropriate.
 - (3) The deposited Data contain an inappropriate content and modification or deletion of the Data is deemed appropriate.
 - (4) It is deemed necessary for proper management of the MDR for other reasons.
2. Deposited and disclosed Data may be modified or deleted without notice for Users.

Article 7: Changes in the Contents of the Services

1. If the Institute cannot provide services due to system maintenance, a power failure, or the like, or it deems it necessary for management or operations of a system, the Institute may change all or part of contents of services of the MDR, or suspend or stop the provision of the services (hereinafter referred to as a "Change in Services") as needed in any circumstances.
2. A Change in Services pursuant to the provision of the preceding paragraph may be performed without notice for Users.

Article 8: Disclaimers

1. The Institute shall give no guarantee to the Users regarding integrity, accuracy, and the like of deposited and disclosed Data.
2. The Institute shall give no guarantee to the Users that the MDR shall always operate normally and usable without hindrance, and that the deposited Data shall remain disclosed without hindrance.
3. The Institute shall not be liable to Users for any loss or damage caused by use of the MDR.
4. The Institute shall not be liable to Users for any loss or damage caused by modification or deletion of deposited and disclosed Data.
5. The Institute shall not be liable to Users for any loss or damage caused by any Change in Services of the MDR.

Article 9: Amendment to This Terms

The Institute may amend the details of this Terms at any time without prior consent of Users. The Terms after such amendment shall be posted on the website or communicated to Users in such manner as deemed appropriate by the Institute. By

using the MDR after the effective date of the amended Terms, Users shall be deemed to have agreed to the amended Terms.

Article 10: Handling of User Information

1. The accessing device's IP address, usage date and time, pages used, usage environment and other such data of Users are automatically collected in connection with use of the MDR. Before using the MDR, Users shall agree that the access logs so collected will be used as information for making a decision as for operations of the 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. Except for those set forth in Article 12, the site policy and the privacy policy shall apply to the protection of the information and privacy of Users in connection with use of the MDR.
3. Users agree that the Institute may disclose the information described in the preceding two paragraphs to third parties in the following cases.
 - (1) In the case of disclosing to the other party that has entered into a non-disclosure agreement with the Institute for the purpose set forth in paragraph 1.
 - (2) When the Institute is required by laws or regulations to disclose such information.

Article 11: Use of Cookies

1. User's Cookie may be acquired in connection with use of the MDR in order to understand the access status and improve convenience. Cookies are used to identify connected devices such as computers, and are not be used for the purpose of identifying individuals, unless it is necessary to deal with improper use of the MDR or acts that damage the Institute or a third party.
2. Users can refuse the use of Cookies by the settings in the browser to be used. If Users choose to reject all Cookies, Users may be subject to some restrictions, such as being unable to use all or part of the MDR.

Article 12: Use of Google Analytics

1. The Institute uses web access analysis tools provided by Google LLC (hereinafter referred to as "Google Analytics") to perform access analysis of the MDR. Google Analytics collects access analysis data for the MDR, but the information obtained does not identify an individual and does not relate access information to User's

personal information. The analysis results will be used to understand the usage status of the MDR and improve convenience.

2. The data collected by Google Analytics are managed in accordance with Google's privacy policy. For details, please confirm the Google Analytics Terms of Service (<https://marketingplatform.google.com/about/analytics/terms/us/>) and Privacy Policy (<https://policies.google.com/privacy?hl=en>).
3. Users can disable the data collection by Google Analytics by using the Google Analytics Opt-out Browser Add-on (<https://tools.google.com/dlpage/gaoptout/?hl=en>) provided by Google.

Article 13: Compensation for Damages

If User causes damages to the Institute or a third party regarding the use of the MDR, the Institute shall be able to claim damages compensation to the User.

Article 14: Duration of This Terms

Even after User have terminated use of the MDR, this Terms shall remain in force with respect to matters arising in connection with use of the MDR.

Article 15: Miscellaneous

1. The formation, effect, implementation and interpretation of this Terms shall be governed by the laws of Japan.
2. All disputes arising in connection with this Terms and the MDR shall be referred to the Tokyo District Court as the court of first instance having exclusive jurisdiction.

This Terms shall come into force as from June 15, 2020.