

Public Interest Incorporated Foundation  
The Japan Society of Information and Communication Research

Copyright Policy

**(Purpose)**

**Article 1** This Policy shall provide for the handling of the copyrights in the theses, articles, and other works to be printed on publications that are published by the Public Interest Incorporated Foundation of The Japan Society of Information and Communication Research (hereinafter referred to as “the Society”).

**(Definitions)**

**Article 2** In this Rule, the meanings of the terms listed in the following items shall be as prescribed respectively in those items.

- (i) “Work” means a thesis, an article, or any other work (meaning a work as prescribed in Article 2, paragraph 1, item (i) of the Copyright Act (Act No. 48 of 1970). The same shall apply in Article 5, paragraph 3, item (ii).) to be printed on publications published by the Society.
- (ii) “Author” means the author (meaning the author as prescribed in Article 2, paragraph 1, item (ii) of the Copyright Act. The same shall apply in Article 6.) in a Work.
- (iii) “Copyright” means the copyright (meaning the rights provided in Article 21(right of reproduction), Article 22 (right of performance), Article 22-2 (right of screen presentation), Article 23 (rights of public transmission, etc. ), Article 24 (right of recitation), Article 25 (right of exhibition), Article 26 (right of distribution), Article 26-2 (right of ownership transfer), Article 26-3 (right of rental), Article 27 (rights of translation, adaptation, etc.), and Article 28 (right of the original author in the exploitation of a derivative work) of the Copyright Act. The same shall apply in Article 7.) in a Work.
- (iv) “Moral Rights of Author” means the moral rights of author (meaning the rights provided in Article 18 (right to make the work public), Article

19 (right to determine the indication of the author's name), and Article 20 (right to maintain integrity) of the Copyright Act.).

### **(Ownership of the Copyright)**

**Article 3** The Copyright shall be deemed to have been transferred to the Society at the time in which the publication of the Work is decided by the Society.

2 Notwithstanding the provision of the preceding paragraph, in the case where there are special circumstances that make it difficult to comply with the provision of the said paragraph, the Author shall state the Society to that effect in writing at the time of submission. Regarding the handling of the Copyright in this case, it shall be determined by consultation between the Society and the Author.

3 Even in the case of prescribed in the preceding paragraph, the Author, within the possible range under the provisions of the laws and regulations and the circumstances referred to in the said paragraph, shall authorize the Society to exploit the Work (including reproduction, exhibition, transmission, distribution, ownership transfer, rental, translation and adaptation of the Work, and exploitation of a Derivative Work (meaning a derivative work as prescribed in Article 2, paragraph 1, item (xi) of the Copyright Act. The same shall apply in paragraph 2 and paragraph 3 of the next Article.), and also the authorization to exploit the Work for a third party, regardless of with or without charge) exclusively in and outside Japan.

### **(No Exercise of Moral Rights of Author)**

**Article 4** The Author, towards the Society as well as a third party that has been authorized to exploit the Work by the Society, shall not exercise his/her Moral Rights of Author.

2 The provision of the preceding paragraph shall be applied even in the case of the Society or a third party that has been authorized to exploit the Work by the Society creating a Derivative Work from the Work as the original work.

- 3 The Society, in the case attempting to create a Derivative Work from a Work as the original work, or attempting to authorize to a third party to exploit a Work, shall endeavor to notify the Author to that effect in advance.

#### **(Exploitation of a Work by the Author)**

**Article 5** The Author, in the case exploiting the Work by himself/herself or authorizing a third party to exploit the Work, shall request to the Society by a document containing the purpose of the exploitation and other matters specified separately by the Society, and obtain its authorization.

- 2 The Society, except when it finds that the exploitation pertaining to the request referred to in the preceding paragraph would run counter to the purpose of the Society, shall authorize the request referred to in the said paragraph.

- 3 Notwithstanding the provision of paragraph 1, the Author, in the following cases, may exploit the Work without obtaining the authorization by the Society.

- (i) In the case of publishing or displaying the Work on websites (including institutional repositories) of the Author or a juridical person or an organization to which the Author belongs

- (ii) In the case of exploiting the Work as a part of his/her another work

#### **(Pledges by the Author)**

**Article 6** The Author shall pledge to the Society that the Work does not infringe on any third parties' copyright, patent right, utility model right, design right, trademark right, and other intellectual property rights, rights regarding the application or registration of these, and any other right or interest, that the submission of the Work does not fall under a duplicate submission, and that the Work has never been published in the past, and in the case where the Work is a work of joint authorship (meaning a work of joint authorship as prescribed in the Article 2, paragraph 1, item (xii) of the Copyright Act; hereinafter the same shall apply in this Article.) the submitting Author shall pledge to the Society

that he/she has obtained the consent of all other authors of the work of joint authorship for its submission.

**(Prohibition of Double Transfers)**

**Article 7** The Author shall not transfer any copyright pertaining to the Work or authorize its exploitation (including the establishment of a right of publication) to any person other than the Society.

**(Cooperation regarding Dispute Resolution)**

**Article 8** In the case where a dispute on infringement of rights or interests concerning a Work by a third party or a dispute on infringement of a third party's rights or interests by a Work has arisen or is likely to arise, the Author shall dispose of these matters by himself/herself.

**(Consultations)**

**Article 9** In the case where questions over matters that are not prescribed in this Policy or over the interpretation of provisions of this Policy have arisen, the Author and the Society shall resolve these through bona fide consultations in accordance with the principle of good faith.

**Supplementary Provision** (concluded by the 24th Board of Directors, March 20, 2014)

This Policy shall come into force as from March 20, 2014.

