

Terms of Use

This Online Knowledge Co-Creation Program (hereinafter referred to as “Online KCCP”) implemented by Japan International Cooperation Agency (hereinafter referred to as “JICA”) is provided to Users (as defined in Article 1) under the following terms and conditions (hereinafter referred to as the “Terms”). All users (Participants and Audiences) are required to agree with the following Terms of Use and observe it.

Article 1. Definitions

“Compilation” means a compilation, which constitutes an intellectual creation because of the selection or arrangement of its contents.

“Database Work” means a database, which constitutes an intellectual creation because of the selection or systematic construction of information contained therein.

“Derivative Work” means a work created by translating, composing as a musical arrangement, reformulating, dramatizing, making into a cinematographic work, or otherwise adapting a pre-existing work.

“Materials” means any or all materials including lecture images/video distributed and provided to Users by various means in this Online KCCP.

“Original Author” means the author of any of Materials, whether or not the author is an official’s member at JICA.

“Participants” means the representatives of target countries for the Online KCCP who are nominated by their government and are selected by JICA.

“Audiences” means the persons who are allowed to participate in the Online KCCP by JICA other than the Participants in accordance with the prescribed procedure.

“Users” means Participants and Audiences who take this Online KCCP.

Article 2. Scope of Authorized Use

1. Users are allowed to browse and view Materials distributed and provided through Online KCCP for the purpose of only for the following purposes:
 - for the achievement of the program goals
 - for the improvement of knowledge necessary for operations that contribute to the development of each country and non-commercial use.
2. Regarding the handling of Materials by Users, the following acts are prohibited.
 - (1) copy or reproduction of Materials without the written consent of JICA and Original Author, including download or scan, or production of a digital copy, print-out or the like of Materials;
 - (2) distribution, sale, making available for transmission, or transmission of Materials;
 - (3) transfer or assignment of the right, or grant of a license, to use Materials to any other person or entity;
 - (4) inclusion of Materials in Compilation or Database Work without written consent of JICA and Original Author; or
 - (5) creation or exploitation of Derivative Work from Materials, and use it or allow it to be used by third party, without the written consent of JICA and Original Author.
 - (6) quotation from Materials beyond the scope stipulated in ‘Article 32 of Copyright Act in Japanese Law’^{*1}, without the written consent of JICA and Original Author.
3. In addition to the prohibitions specified in the preceding clause, Users may not do any of the following:

¹ Copyright Act in Japanese Law - Article 32:

- (1) It is permissible to quote and thereby exploit a work that has been made public. In such a case, the work must be quoted consistent with fair practices and within a scope that is justified for the purpose of news reporting, critique, study, or other place in which the work is quoted.
- (2) It is permissible for public relations materials, research or statistical materials, reports, and other similar works, which have been prepared by a national or local government agency, incorporated administrative agency, or local incorporated administrative agency with the goal of making them widely known to the general public, and have been made public under the authorship of such agency, to be reprinted as explanatory materials in a newspaper, magazine, or other printed publication; provided, however, that this does not apply if it is expressly indicated that this is prohibited.

- (1) alter, decompile, disassemble or reverse engineer any or all of the information platform software in connection with the provision of Online KCCP, including analyzing and converting the software into a human readable format;
 - (2) perform or cause third party to be performed unauthorized access to the information platform used for Online KCCP as far as ;
 - (3) commit any act that would otherwise violate any law, regulation, order or public policy, or interfere with the operation of Online KCCP (including any act that would defame, harass or otherwise cause harm to Online KCCP);
 - (4) commit any act that would infringe any right of third party or entity, interfere with the use of Online KCCP by third party or entity, or otherwise cause third party or entity trouble or problem. (for the purposes of this item (iv), the term “third party or entity” includes any other Users of Online KCCP); or
 - (5) act in any other manner or way that JICA deems inappropriate.
4. Users will, at their own risk and expense, set up all communications environment such as the internet and provide all equipment and devices that are necessary for Users to access Online KCCP. However, Participants may be able to receive support from JICA upon request if it is difficult to maintain and procure the same communications environment as above. If the participation of Participants in Online KCCP is hindered due to the communication environment, based on their request or information, JICA will consider whether it is possible to take the course again within the technically possible range and answer it.

Article 3. Copyrights

1. Copyrights in Materials

The copyrights of Materials for Online KCCP are owned by JICA and/or the respective Original Authors.

Users may use Online KCCP, Materials and the Website only in ways that comply with the Terms and all applicable laws and regulations, including copyright laws of the relevant country or region.

2. Copyrights in the document prepared by Users

- (1) All the documents prepared by Users in the KCCP (including reports, action plans, presentations, and etc.) shall be prepared by Users themselves in principle. If Users use a third party's work (reproduction, photograph, illustration, map, figures, etc.) which is protected under the laws and

regulations in User's country or copyright-related multinational agreements, Users shall obtain a license to use the work within the scope approved by the copyright holder.

- (2) Users shall agree that JICA may use the documents prepared by Users (for example, reproduction, public transmission, distribution and modification) for other programs conducted by JICA (for example, references for other KCCP courses and project formulation).

Article 4. Disclaimer

1. JICA and Original Authors make every effort to assure the accuracy and completeness of the content of Materials consistent with high Technical standards. However JICA and Original Authors hereby disclaim all warranties of any kind, express or implied, regarding the accuracy, completeness, quality or fitness for a particular purpose of Materials.
2. Online KCCP, the Website and Materials are provided "as is", and JICA and Original Authors make no representation or warranty, express or implied, including but not limited to representation or warranty of technical availability (including the absence of bugs or other failure, or fitness for or compatibility with User's devices, equipment or software), timeliness or continuity of provision of services, merchantability, fitness for a particular purpose, non-infringement, the absence of latent or other defects, accuracy, or the presence or absence of errors whether or not discoverable. JICA accepts no liability for the conformity of any of Materials with any other materials. Further JICA makes no warranty that Online KCCP, the Website or Materials, or any use thereof does not or will not infringe any patent, copyright or other intellectual property rights, or any other rights including right to privacy or reputation of JICA or any other person or entity.
3. In no event shall JICA, its trustees, directors, officers, employees or other affiliates be liable for incidental, consequential or any other damages, including but not limited to economic damages, damage or injury to persons or property, or lost profits, regardless of whether JICA has been advised, knows or has reason to know of such damages. However, the above provisions do not apply to any damages incurred by Users resulting from JICA's willful misconduct or gross negligence.

Article 5. Alteration or Discontinuation

1. The services of Online KCCP and the Website may be supplemented, altered, deleted, suspended or discontinued due to system maintenance (whether regular or emergency), system failure or any other reason, without any prior notice.
2. JICA accepts no liability for any loss or damage incurred by Users resulting from such supplement, alteration, deletion, suspension or discontinuation as specified in the preceding clause.

Article 6. Privacy Policy

1. Scope of Use

Any information used for identifying individuals that is acquired by JICA will be stored, used, or analyzed only within the scope of JICA activities. JICA reserves the right to use such identifying information and other materials in accordance with the provisions of this privacy policy.

2. Limitations on Use and Provision

JICA shall never intentionally provide information that can be used to identify individuals to any third party, with the following three exceptions:

- (a) In cases of legally mandated disclosure requests;
- (b) In cases in which the provider of information grants permission for its disclosure to a third party;
- (c) In cases in which JICA commissions a party to process the information collected; the information provided will be within the scope of the commissioned tasks.

3. Security Notice

JICA takes measures required to prevent leakage, loss, or destruction of acquired information, and to otherwise properly manage such information.

Article 7. Miscellaneous

If any provision of the Terms is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the Terms, and without further action by the parties to the Terms, the invalid or unenforceable provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

Article 8. Governing Law and Jurisdiction

The Terms shall be governed by and construed in accordance with the laws of Japan. It is agreed that the Tokyo District Court shall have exclusive jurisdiction for the first instance over any dispute arising out of or in connection with the Terms.

Article 9. Notice

1. JICA will, from time to time, notify Users of any information as may be necessary for Users, by posting notices on the Website or in any other manner that JICA deems appropriate.
2. The notice specified in the preceding clause will become effective at the time when JICA uploads such notice on the information platform.

Article 10. Update of Terms

JICA reserves the right to modify, revise or otherwise update the Terms at its own discretion without User's prior consent, in which case JICA will notify User's of such modification, revision or update by posting the same on the Website.

This Terms of Use was updated on October 9.

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