

# Hitotsubashi Journal Copyright Policy

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## (Purpose of the Policy)

### Article 1

This Policy sets forth the copyright policy for works that are submitted to Hitotsubashi University (hereinafter called the "University") for publication in Hitotsubashi Journal(s) (hereinafter called the "Journal(s)") published by the University.

## (Definitions)

### Article 2

Unless the context otherwise requires, the terms defined below shall have the following meanings:

#### a) Work(s)

shall mean copyrightable works, as defined by the Copyright Act of Japan or the applicable laws of any other country or region that are submitted to the University, and that fall within any of the following:

- i) Any articles, research notes or book reviews to be published in the Journals; or
- ii) Any other copyrighted materials similar to the foregoing that are designated by the University from time to time.

In addition, any appendix attached to a Work (hereinafter called an "Appendix") shall be included in the Work.

#### b) Author(s)

shall mean the creator(s) of the Works.

#### c) Copyrights

shall mean any copyrights in any works to be protected in accordance with the Copyright Act of Japan or the applicable law of any other country or region (including, but not limited to, all rights stipulated in Articles 21 through 28 of the Copyright Act of Japan. See “Exhibit”).

d) Moral Rights

shall mean any moral rights in any works to be protected in accordance with the Copyright Act of Japan or the applicable law of any other country or region (including, but not limited to, the right to make a work public, the right to indicate an author's name and the right to maintain the integrity of a work as stipulated in Articles 18 through 20 of the Copyright Act of Japan. See “Exhibit”).

(Assignment of Copyrights)

Article 3

The Copyrights in any Works (including any rights stipulated in Articles 27 and 28 of the Copyright Act of Japan, as provided for in Article 2 hereof) shall be assigned by the Author exclusively to the University immediately (i) upon submission of the Work by the Author to the University if peer-review to be conducted for the purpose of publication in the Journals (hereinafter called the “Peer-Review”) is not required, or (ii) upon acceptance of the Work by the University as result of the Peer-Review if the Peer-Review is required, in any form to the extent permitted under the applicable law; provided, however, that, the Copyrights in the Appendix that are not published in any printed version of the Journals are not subject to the assignment under this Article 3 hereof. Such Appendix shall be subject to the exclusive license under Article 3.2 hereof.

2. If the handling of Copyrights in the Works as provided in Article 3.1 hereof cannot be done for any reason whatsoever (including the case where such handling is not allowed under the applicable law), then the Author shall provide, at the time of submission, written notice of such issue to the University. Such issue shall be settled by the Author and the University through mutual discussion; provided however, that, the Author hereby acknowledges and agrees that, upon submission of any Works to the University, the Author, at least, shall be deemed to have granted to the University a worldwide, perpetual, royalty-free, sub-licensable (whether such sub-license is granted with or without charge), and exclusive license to exercise the Copyrights in the Works, to the extent permitted under any applicable law and such reason preventing the handling of Copyrights in the Works as provided in Article 3.1 hereof.

3. The Author shall conduct certain cooperation to be reasonably requested by the University in connection with the assignment or grant of license of the Copyrights in the Works, including but not limited to the execution of acknowledgment of assignment of copyrights for confirming the assignment of the Copyrights in the Works.

4. In the case the University has decided not to publish any Works in any Journals, the University shall return to the Author(s) the Copyrights in such Works assigned to the University under Article 3.1 hereof.

(Non-Exercise of Moral Rights)

Article 4

The Author shall not exercise or use the Moral Rights in the Works against the University or any third party to which the University has granted a license to use the Works.

2. The preceding paragraph shall also apply in the event that the University or any licensee of the University creates any derivative works of the assigned Works.

3. Notwithstanding the Articles 4.1 and 4.2 hereof, the University will make effort to pay due regard to the Moral Rights in the management of the Works and the exercise of the Copyrights in such Work.

(Rights of Authors)

Article 5

The Author may use all or part of the Work(s) in compilations or other publications of his/her own works or may grant licenses in the Work(s) without paying any royalty to the University on the condition that the Author sends prior written notice to the University.

2. Notwithstanding the foregoing, each Author shall have the right to use the Work in the following manner without notifying the University, provided that the Work so used shall contain an indication that such Work is “to be published” or “published” in the Journals as the case may be:

- a) To use the Work in a manner consistent with the provision of the Copyright Act of Japan (and any other applicable law) that allows a third party to use a work, even if he or she does not own the copyright to the work and has not been granted a license to use the work;
- b) To publish any portion of the Work only in the Author’s institutional repository and/or on the Author’s website;

(Warranties and Responsibilities of the Author)

Article 6

The Author warrants that nothing in any Work is obscene, defamatory, or libelous, and that such Work does not violate any right of privacy, or infringe upon any intellectual property rights (including, without limitation, copyright, patent, utility model, design, trademark or domain name-related right) or any other rights of any third party, and does not violate any law.

2. In the event that any dispute with respect to the Work such as infringement of the Work by a third party or infringement of a third party’s right by the Work, etc. arises, then the Author shall indemnify, defend, and hold harmless the University from and against any and all loss, damage, or liability arising from or in connection with such disputes.

3. The Author warrants that the Work is an original work created by the Author.

4. The Author warrants that he/she has never assigned or licensed, and is under no obligation to assign or license the Copyrights (including the right of publication) to any third party other than the University.

5. The Author warrants that quotations of any work by any third party in the Work are duly made

in accordance with Articles 32-1 of the Copyright Act of Japan (and any other applicable law).

6. In the case the Work is a work of joint authorship and one or more Author(s) of the co-authors submit the Work to the University on behalf of the co-authors, such Author(s) shall warrant that all other co-authors have accepted and agreed on submission of the Work to the University in accordance with this Policy.

(Cooperation on Dispute Resolution)

Article 7

In the event that any dispute with respect to the Work such as infringement of the Work by a third party or infringement of a third party's right by the Work, etc. arises or threatens to arise, the Author shall, in addition to the obligation under Article 6.2 hereof, consult with the University concerning measures to be taken in response and shall cooperate with the University to resolve the same.

(Grant of Licenses to Third Parties)

Article 8

In the event that any third party requests a license to use the Works, the University will consider the request and may agree to grant the license as appropriate.

2. All royalty or license fees collected from a third party shall be the income of the University, and shall not be distributed to the Author.

(Governing Law and Jurisdiction)

Article 9

This Policy shall be governed by and construed in accordance with the laws of Japan without reference to principles of conflict of laws. The parties concerned shall submit to the exclusive jurisdiction of the Tokyo District Court of Japan.

(Force Majeure)

Article 10

No delay in the performance nor any other breach of the University's obligations hereunder due to earthquake, fire, flood, natural disaster, storm, war, terrorism, armed conflict, labor strike, lockout, boycott, or any other event that is beyond the control of the University shall be deemed a default in respect of this Policy nor shall such obligate the University to indemnify, defend or hold harmless any Author from and against any and all damages suffered by the Author.

(Manuscript Submission Guidelines of Each Journal)

Article 11

In addition to this Policy, the manuscript submission guidelines of certain Journals that the Work will be published in (hereinafter called the "Manuscript Submission Guidelines") shall apply to such Work.

2. If there is any conflict between the provisions of this Policy and those of the Manuscript Submission Guidelines, the provisions of the Manuscript Submission Guidelines shall prevail.

(Supplementary Provisions)

This Policy shall come into effect on April 1, 2018; provided, however, that this Policy shall not apply to any Works that will be published in certain Journals to be issued before April 1, 2019.

Exhibit:

The term "Copyrights" includes without limitation the following rights:

- Right of reproduction (Article 21 of the Copyright Act of Japan); "reproduction" means the reproduction in a tangible form by means of printing, photographing, photocopying, sound or visual recording or other methods;
- Right of performance (Article 22); the right to perform a work publicly ("publicly" means for the purpose of making a work seen or heard directly by the public); "performance" includes stage performances and musical performances, and "stage performance" means the performance of a work, excluding, however, musical performances ("musical performances" include singing);
- Right of screen presentation (Article 22-2 of the Copyright Act of Japan); the right to make the work publicly available by screen presentation; "screen presentation" means the projection of a work (other than a publicly transmitted work) on a screen or other object, and includes the replaying, in accompaniment with such projection, of sounds that have been fixed in a cinematographic work;
- Right of public transmission, etc. (Article 23 of the Copyright Act of Japan); (a) the right to effect the public transmission of a work (including, in the case of automatic public transmission, making a work transmittable), and (b) the right to communicate publicly any work that has been publicly transmitted, by means of a receiving apparatus receiving such public transmission; "public transmission" means the transmission, by wireless communications or wire-based telecommunications, intended for direct reception by the public; excluding, however, transmissions (other than transmissions of a computer program work) by telecommunication facilities, one part of which is located on the same premises where all remaining parts are located or, if the premises are occupied by two or more persons, all parts of which are located within the area (within such premises) occupied by the same person(s);
- Right of recitation (Article 24 of the Copyright Act of Japan); "recitation" means oral communication by means of reading aloud or any other method, but excluding any oral communication falling within the term "performance";
- Right of exhibition (Article 25 of the Copyright Act of Japan); the right to exhibit the original of the work (an artistic work or an unpublished photographic work) publicly;
- Right of distribution (Article 26 of the Copyright Act of Japan); (a) the right to distribute a

cinematographic work by distributing reproductions of such work, (b) the right to distribute a work (a work reproduced in a cinematographic work) by distributing reproductions of the same;

"distribution" means the transfer or rental of reproductions of a work to the public, whether for free or for a fee, and in the case of cinematographic works or works reproduced therein, and "distribution" includes the transfer of ownership or rental of, reproductions of a cinematographic work for the purpose of making such cinematographic work itself or the works reproduced therein available to the public;

- Right to transfer or assign ownership (Article 26-2 of the Copyright Act of Japan); the right to offer a work (that is not a cinematographic work) to the public by assigning or transferring ownership of the original or reproductions of such work (excluding, however, reproductions of a cinematographic work where the author's work has been reproduced in said cinematographic work);
- Right of rental (Article 26-3 of the Copyright Act of Japan); the right to offer a work (that is not a cinematographic work) to the public through the rental of reproductions of the work (excluding, however, reproductions of a cinematographic work where the author's work has been reproduced in said cinematographic work);
- Rights of translation, adaptation, etc. (Article 27 of the Copyright Act of Japan); the right to translate, arrange musically or transform, or dramatize, cinematize, or otherwise adapt a work; and
- Right of the original author in the exploitation of a derivative work (Article 28 of the Copyright Act of Japan); in connection with the exploitation of a derivative work, the author of an original work owns the same rights as are possessed by the author of a derivative work thereof, as stipulated in Articles 21 through 27.

The term "Moral Rights" includes without limitation the following rights:

- Right of making the work public (Article 18 of the Copyright Act of Japan); the right to offer to and to make available to the public his/her work which has not yet been made public;
- Right of determining the indication of the author's name (Article 19 of the Copyright Act of Japan); the right to determine whether his/her true name or pseudonym should be indicated or not, as the name of the author, on the original of his/her work or when his work is offered to or made available to the public;
- Right of preserving the integrity (Article 20 of the Copyright Act of Japan); the right to preserve the integrity of his/her work and its title against any distortion, mutilation or other modification against his/her will.