Timely Disclosure Documents Corpus

Data Terms of Use Consent Form

[Month] [Date], 2019

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| --- |
| 【Applicant】 |
| Affiliation/Job Title |  |
| Name |  | 　　　(signature) |
| Address |  Postcode |
| Phone Number | 　　　　　　 |
| E-mail Address | 　　　　　　　　　　　　　@ |
| 【Loaned Data】　　Timely Disclosure Documents Corpus |

The above-mentioned applicant (the “Applicant”) agrees to use the above-mentioned loaned data received from Japan Exchange Group, Inc. (“JPX”) which JPX owns (the “Data”), in accordance with the following Terms of Use (the “Terms of Use”). The contents of the Terms of Use constitute an agreement between the Applicant and JPX regarding loan of the Data (this “Agreement”).

Terms of Use

Article 1. Scope of Application

The articles in the Terms of Use shall apply to all aspects of the relationship between the Applicant and JPX under this Agreement, and each of the parties shall fulfill their obligations under this Agreement in faith.

Article 2. Purpose of this Agreement

The Applicant shall use the Data only for the purpose of research on natural language processing such as machine translation (the “Purpose”), and shall not use the Data nor allow the organization to which the Applicant belongs, or its executive officers and employees (collectively, the “Employees”) to use the Data for any purpose other than the Purpose, such as commercial use, without the prior consent of JPX.

Article 3. Term

1. This Agreement shall become effective on the execution date shown above, and remain in full force up to the closing day of the Workshop on Asian Translation 2019 (“WAT2019”).

2．Notwithstanding the provisions of the preceding paragraph, if the Applicant submits the results of translation using the Data, receives evaluation on it and presents research papers on that topic at WAT2019, the Applicant may request for JPX to extend the duration of this Agreement prescribed in the preceding paragraph. The extended duration shall be determined by consultation between JPX and the Applicant.

3. The provisions of Articles 2, 5, 6, 7, 8, 9, 11, 13, and 14 shall survive expiration or termination of this Agreement.

Article 4. Termination

JPX may terminate this Agreement immediately without notice if any of the following occurs:

1. The Applicant commits gross negligence or a breach of faith in connection with this Agreement;
2. The Applicant does not submit the results of translation or research papers to WAT2019 by the due date;
3. The Applicant breaches any provisions of this Agreement; or
4. For any reason other than the above, it has become inappropriate to keep this Agreement valid, or difficult to achieve the purpose of this Agreement.

Article 5. Limitation on Assignment of the Data

The Applicant shall not assign, loan or disclose all or part of the Data to any third parties other than the Employees, or allow the Employees to use or copy all or part of the Data (collectively, the “Assignment”) for any purpose without the prior consent of JPX.

Article 6. Intellectual Property Rights of Deliverables

1. All ownership, intellectual property and other rights to the Data shall belong to JPX.

2. Intellectual property rights of deliverables created through the Applicant’s research using the Data shall belong to the Applicant, provided that ownership and any intellectual property rights of the Data shall be and remain the sole property of JPX.

3. For the purpose of Data enhancement, the Applicant agrees to share with JPX, free of charge, any data or information which would lead to improvement of the value of the Data, such as mistranslation data. Intellectual property rights arising in connection with the results of analysis and improvement of the Data conducted by JPX which are based on the data provided by the Applicant shall be the sole property of JPX.

Article 7. Confidentiality

For the purposes of this Agreement, “Confidential Information” that the Applicant is required to keep confidential under this Agreement shall mean the Data, all trade secrets which the Applicant obtains in connection with execution of this Agreement, and any information designated as “confidential” that JPX or a person designated by JPX discloses to the Applicant. However, Confidential Information does not include any of the following items:

1. information that is publicly known at the time of disclosure or becomes publicly known after disclosure through no fault of the Applicant;
2. information that is rightfully acquired by the Applicant from a third party who did not obtain it under any obligation of confidentiality to JPX or another person;
3. information that is in the lawful possession of the Applicant at the time of disclosure;
4. information that the Applicant independently develops or creates in its own right without using disclosed information; and
5. information of which disclosure is approved by JPX or a person designated by JPX.

Article 8. Management of Confidential Information

1. The Applicant must manage Confidential Information under the same duty of care as its own confidential information. In order to prevent divulgence, theft, or mix-ups with its own information etc., this should include putting Confidential Information in a continuously locked depository, or if the Applicant stores Confidential Information electronically for the access of Employees who need it for execution of the Agreement, the Applicant shall encrypt or password protect it, control access to it and maintain access logs.

2. If the Applicant is given prior consent by JPX to carry out an Assignment of any Confidential Information to Employees or a third party, it must impose on such Employees and third party the confidentiality obligations provided in the preceding article. Violation of such confidentiality obligations by any such Employees or third party shall be considered as that by the Applicant itself.

3. The Applicant must not make copies of Confidential Information beyond the minimum amount necessary for executing the Purpose.

Article 9. Disposal of Confidential Information

1. Upon expiration or termination of this Agreement, or a request from JPX or a person designated by JPX, the Applicant must immediately dispose of or delete all Confidential Information and all of its copies, including any Confidential Information and its copies provided to Employees and third parties.

2. If the Applicant disposes of or deletes Confidential Information in accordance with the preceding paragraph, the Applicant must report the date and the method of such disposal or deletion in writing to JPX or a person designated by JPX.

Article 10. Notification

If the affiliation of the Applicant changes, or any other circumstances affecting use of the Data change during the validity of this Agreement, the Applicant must notify JPX in advance, and discuss handling of the Data and other concerns about this Agreement with JPX.

Article 11. Disclaimer

1. The Applicant agrees that JPX provides the Data for the Applicant as-is without warranty of any kind. JPX assumes no responsibility and shall not be liable for any damages or loss arising in connection with the Applicant’s using or being unable to use the Data.

2. If any disputes occur between the Applicant and a third party in connection with using the Data, the Applicant shall assume all responsibility for resolving any issues at its own expense and JPX shall assume no responsibility or liability for any damages and loss related to the disputes.

3. The Data is not intended to solicit investment, and does not guarantee or approve the value of any security.

Article 12. Dispute Resolution

Any dispute arising out of, or in connection with, this Agreement or any matter not stipulated herein shall be settled upon discussion between JPX and the Applicant.

Article 13. Jurisdiction

JPX and the Applicant agree that the Tokyo District Court shall have exclusive jurisdiction as the court of first instance to resolve any disputes between JPX and the Applicant concerning this Agreement.

Article 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

Article 15. Language

This English translation is for reference purposes only. In the case of any discrepancy between the Japanese and English versions, the Japanese shall take precedence.

Article 16. Declaration of Elimination of Organized Crime

1. In light of it being a company which operates financial instruments markets as a public service, JPX hereby declares that it will block any transactions with anti-social forces including criminal and extremist elements ("Anti-Social Forces"), and that it will take a resolute stance against Anti-Social Forces which jeopardize the order and safety of the civic society.

2.　The Applicant hereby declares that it will block any transactions with Anti-Social Forces.

3.　JPX and the Applicant shall recognize the purpose and intent of the declaration in the preceding two paragraphs and cooperate with the other party so as to observe the declaration.

Article 17. Definition of Anti-Social Forces

In this Agreement, Anti-Social Forces shall be a person or entity which falls under any of the following items:

 (1) Organized criminal group;

 (2) Member of any organized criminal group;

 (3) A person or entity (including its officers (regardless of their titles such as advisor and counsellor; the same shall apply hereinafter), its employees, and any other constituent members; the same shall apply hereinafter) that have close relationships with any organized criminal group or any member of an organized criminal group;

 (4) Corporate extortionist;

 (5) A person or entity which has made unreasonable demands to citizens or enterprises in the name of social activism, human rights movements, or political activism, etc.;

 (6) A person or entity which commits any act which undermines social order or civic safety, etc.; or

 (7) A person or entity which is deemed to have a relationship subject to social criticism with any person/entity enumerated in any of the above six items.

Article 18. Pledge

1. JPX and the Applicant shall pledge that any person or entity enumerated in the following items does not fall under Anti-Social Forces.

 (1) JPX or the Applicant, its shareholders (limited to those that have de facto participation in the management of JPX or the Applicant), directors, auditors, executive officers, or employees; and

 (2) A person or entity that is an agent or intermediary of JPX or the Applicant with regard to transactions with the other party.

2. JPX and the Applicant must cooperate, as needed, to a reasonable extent possible, with surveys on whether or not a person or entity referenced in the items of the preceding paragraph falls under Anti-Social Forces, and submit materials, etc. reasonably requested by the other party.

As a proof of consent to the Terms of Use, the Applicant affixes its name and seal to the cover page and sends the consent form to JPX.