

UTokyo Online Education Terms of Use

Enacted on April 1, 2016

These Terms of Use establish matters that the University of Tokyo (“UTokyo”) wishes the users of the UTokyo Online Education website (“Website”) and the lecture materials, attachments to those, and lecture videos (“Materials”) provided through the Website confirm and observe in using the Website and Materials. The UTokyo Online Education website refers to the websites for online education projects (including similar media developed in the future) run by UTokyo, such as UTokyo OCW (OpenCourseWare), UTokyo-eTEXT, and UTokyo Online Course catalogue. When each website of UTokyo OE has its own Terms of Use, please comply with them. To use MOOC (massive open online courses) provided by UTokyo on platforms such as edX and Coursera, please comply with the Terms of Use of each platform.

By using the Website and the Materials, the users are deemed to have agreed to observe these Terms of Use.

1 Ownership of Rights

- (1) The copyright of the Website will be owned by the University of Tokyo.
- (2) The copyrights in the Materials will be, in principle, owned by UTokyo and the lecturers in charge of the lectures at UTokyo who prepared the relevant Materials (“UTokyo’s Lecturers”). The Materials, however, may include those in the public domains or copyrighted works of third parties that t UTokyo publishes upon obtaining a license to use such copyrighted works, and the copyrights in such copyrighted works of third parties will belong to the relevant third parties.
- (3) The University of Tokyo will not assign any copyright, patent right, utility model right, design right, trademark right, or other intellectual property right in the Materials to any user, nor will it grant to any user any license to use any of the foregoing rights.
- (4) UTokyo retains the right to add, delete, and amend the content and address of the Website and the Materials, including these Terms of Use, at any time without notice to the users.

2 License and Limitation on Use

(1) UTokyo authorizes the users, subject to these Terms of Use, to use the Materials exclusively for non-commercial and educational purposes in any country without charge, in accordance with the provisions presented at the beginning of the Materials.

(2) The users are expected to use the Materials in accordance with the provisions presented at the beginning of the Materials, and may not use them in any manner that infringes on the copyright of the Materials.

(3) The users will give consideration to the personal interests of UTokyo and the UTokyo's Lecturers, and may not use the Materials in any manner that will harm the honor or reputation of those.

(4) When providing the Materials to a third party, the users must require the third party to observe these Terms of Use, and the users may not add, delete, or amend any or part of these Terms of Use.

(5) The users may not use names such as “東京大学”, “東大”, “The University of Tokyo”, “UTokyo”, “UTokyo Online Education”, “UTokyo OE”, “UTokyo OpenCourseWare”, and “UTokyo OCW”, any other representations displaying UTokyo, or names of UTokyo's Lecturers, in any copyright notice other than the credits presented at the beginning of the Materials, without written approval of UTokyo.

3 Disclaimer

(1) The University of Tokyo and the University of Tokyo's Lecturers will try to assure that the accuracy, completeness and quality of the Materials are consistent with the academic standards required from the University of Tokyo. The University of Tokyo and the University of Tokyo's Lecturers, however, will make no warranty with respect to the Materials, express or implied, including, without limitation, warranties of accuracy, completeness, quality, fitness for a particular purpose, merchantability, and non-infringement of rights.

(2) The University of Tokyo and the University of Tokyo's Lecturers will not be liable for damages of any kind, under any circumstances.

4 Severability

(1) If any provision of these Terms of Use is held invalid or unenforceable under laws of any country other than Japan, it will not affect the validity or enforceability of the

remainder of these Terms of Use, and such provision will be amended to the minimum extent necessary so that it will become valid and enforceable.

(2) Even in the event stipulated in Section 4(1), such invalidity or unenforceability will not affect these Terms of Use in any country other than the relevant country.

5 Termination

(1) The license stipulated in Section 2(1) will be effective until the expiration of the copyright protection period with respect to all copyrighted works contained in the Materials that are used by the users.

(2) Notwithstanding the provision of Section 5(1), if any user breaches these Terms of Use, the license stipulated in Section 2(1) will be terminated immediately at the time of such breach. As for persons who have received all or part of the Materials or derivative works arising from the Materials from such user, the license stipulated in Section 2(1) will continue to subsist in relation to such persons as long as such persons observe these Terms of Use.

(3) The provisions of Section 2(2) to 2(5), 3, 4 and 6, survive the termination of the license stipulated in Section 2(1).

6 Governing Law and Jurisdiction

(1) These Terms of Use will be governed by and be construed in accordance with the laws of Japan.

(2) It is agreed that the Tokyo District Court has the exclusive jurisdiction for the first instance over any dispute arising in relation to these Terms of Use.

UTokyo OCW Terms of Use

Enacted on May 15, 2005

Revised on October 1, 2012

Revised on March 18, 2014

Revised on April 1, 2016

Revised on August 10, 2018

Please observe the Terms of Use established separately by UTokyo Online Education when using the UTokyo OCW (OpenCourseWare) website (“Website”) and the lecture materials, attachments to those and lecture videos (“Materials”) provided through the Website by the University of Tokyo.

By using the Website and the Materials, the users are deemed to have agreed to observe these Terms of Use and UTokyo Online Education Terms of Use.

Supplementary Provisions

These Terms of Use come into force as from October 1, 2012. The limitation on use of the copyrighted works in Materials with respect to the lectures given on or before September 30, 2012, excluding some exceptions, will be viewed at: “About the mark to show the limitation on use of the copyrighted works”.

Supplementary Provisions

These Terms of Use come into force as from March 18, 2014.

Supplementary Provisions

These Terms of Use come into force as from April 1, 2016. The limitation on use of the copyrighted works in Materials with respect to the lectures given on or before March 31, 2016, excluding some exceptions, will be viewed at: "Limitation on Use of the Copyrighted Work and Copyright Notice".

Supplementary Provisions

These Terms of Use come into force as from August 10, 2018.

著作権の制限を示すマークについて

About the mark to show the limitation on use of the copyrighted works

一部の例外を除き、2012年9月30日までに開講された講義についての資料等には、次のマークが付されています。

With some exceptions, the following mark is attached to the Materials which lectures were given on or before September 30, 2012.

マーク the mark: †

上記のマークが付してある著作物は、第三者が有する著作物ですので、同著作物の再使用、同著作物の二次的著作物の創作等については、著作権者より直接使用許諾を得る必要があります。

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