Terms of the HERMES-IR License Agreement

(Objective)

1. The terms of this license agreement state all necessary conditions when authors deposit an electronic version of their work in HERMES-IR for public viewing on and off campus.

(Public Access and Archiving by Electronic means)

2. The Chief HERMES-IR Officer (Director of Hitotsubashi University Library, hereinafter referred to as "CHIO") shall copy the electronic version of the work (hereinafter referred to as "contents") on the HERMES-IR server and archive it with content-related data such as title, author, and abstract (hereinafter referred to as "metadata".)

3. The CHIO shall allow the work for public accessing on and off campus through the network, by providing the aforementioned reproduced work and metadata that can be regularly accessed through a standard computer environment.

4. The CHIO shall provide the metadata to external document retrieval services in a standard machine-readable format. This term shall not apply to the abstract (summarized contents, including outline, overview, etc.) described in the metadata if the copyright owner does not agree to provide it.

5. The CHIO shall maintain stable and smooth operation of HERMES-IR as well as maintain security by making reproduction, media conversion, and creation of back-up data.

(Terms of Use of Contents)

6. The CHIO shall comply to the following sub-clauses:

a) The CHIO shall not change the title or expressions included in the work except a difficult case to reproduce for technical reasons.

- b) To indicate the author's name and copyright.
- c) To clearly notify and caution users to abide by copyright law, at the time public access is allowed to the work.
- 7. The contents subject for public access shall be in general the entire work.
- 8. HERMES-IR allows users to download or printout the entire work.
- 9. The use of the contents is free of charge.

(Authorization of the Use of Work)

10. The consenter shall grant the CHIO the use of the work on the basis of the information provided on the front side of this agreement form.

11. In cases where a contents' copyright work belongs to several authors or if the copyright belongs to someone other than the consenter, the consenter must receive permission to use the work from all copyright holders. However, in cases where the

consenter has difficulty in attaining permission by himself/herself, the consenter may consider entrusting the CHIO with this matter.

12. To prevent any conflict with a third person regarding the use of the works, the consenter shall make adjustments with parties concerned in advance (in such a case as the work has been published by another publisher.)

(Ownership of Copyright)

13. The copyright of the contents is retained by the copyright owner regardless of the HERMES-IR registration status.

14. Copyright is not granted for metadata, except for the abstract described in the metadata.

15. The copyright of the HERMES-IR database shall belong to Hitotsubashi University.

(Changes to the License Agreement)

16. On occasions that the consenter wishes to change the terms of the Agreement regarding the work registered for public access, the consenter may be allowed to amend the terms by submitting a request with the reason for amendment to the CHIO.

(Termination of Public Viewing)

17. On occasions that the consenter wishes to delete files of his/her work, the consenter may be allowed to do so by submitting a request with the reason for deletion to the CHIO.

18. In cases where deletion of the files from the database is approved by the HERMES-IR Operations Council, the CHIO shall notify the consenter of the termination of public access to his/her work with the reason for termination.

(Disclaimers Terms)

19. All responsibilities concerning contents shall belong to the consenter of contents.

20. Hitotsubashi University accepts no liability for any damages or disadvantages incurred by the user or the consenter while using the contents.

(Other)

21. Any matter not stipulated in the terms of this agreement shall be determined by the consenter and the CHIO upon consultation.