

Terms of Use; KCCP materials

The Knowledge Co-Creation Program (hereinafter referred to as “KCCP”) implemented by Japan International Cooperation Agency (hereinafter referred to as “JICA”) is provided to the Users (as defined in Article 1) under the following terms and conditions (hereinafter referred to as “The Terms”). All Users are required to observe the following Terms.

Article 1. Definitions

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

“Database Work” means a database that 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.

“The Original Work” means a work based on which a Material is created.

“The Original Author” means the author of the Original Work that is used as the Material.

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

“The Participants” mean the representatives of target countries for the KCCP, who are nominated by their governments and are selected by JICA.

“The Observers” mean the persons who are allowed to participate in the KCCP by JICA other than the Participants in accordance with the procedure separately prescribed by JICA.

“The Users” mean the Participants and the Observers.

Article 2. Scope of Authorized Use

1. The Users are allowed to use the Materials for non-commercial use within the scopes and/or conditions separately approved by JICA and/or the Original Author for only the following purposes:
 - for the achievement of the goals of the KCCP
 - for the improvement of the Users' knowledge necessary for operations that contribute to the development of Users' countries.
2. Notwithstanding the foregoing, the Users are prohibited without prior written consent of JICA and/or the Original Author:
 - (1) to copy or reproduce the Materials, including download, scan or screenshot, produce a digital copy, or print the Materials;
 - (2) to distribute, sell, make available for transmission, or transmit the Materials;
 - (3) to transfer or assign the right, or to grant a license to use the Materials to any other person or entity;
 - (4) to include the Materials in Compilations or Database Works;
 - (5) to create or exploit Derivative Works from the Materials, and use it or allow it to be used by a third party;
 - (6) to quote from the Materials beyond the scope stipulated in 'Article 32 of Copyright Act in Japanese Law'^{*1};
 - (7) to alter, decompile, disassemble or reverse engineer (including analyze and convert the software into a human readable format) any part or all of the information platform software in connection with the provision of KCCP;
 - (8) to engage in unauthorized access to the information platform used for the KCCP, or cause a third party to do so;

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 in manner that is 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 that 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.

- (9) to commit any act that would otherwise violate any law, regulation, order or public policy, or to interfere with the operation of the KCCP (including any act that would defame, harass or otherwise cause harm to JICA and/or the Original Author, and other Users);
 - (10) to commit any act that would infringe any right of a third party or an entity (for the purposes of this item (10), “a third party or an entity” includes the other Users of the KCCP), interfere with the use of the information platform used for the KCCP by a third party or an entity, or otherwise cause a third party or an entity any trouble or problems; or
 - (11) to act in any other manners or ways that JICA deems inappropriate.
3. Even after returning to their countries or after the end of the KCCP, the Users may use the Materials for non-commercial use within the scopes and/or conditions approved by the Original Authors and/or JICA for the purpose of the achievement of the goals of the KCCP or for the improvement of the Users’ knowledge necessary for operations that contribute to the development of Users’ countries.

Article 3. Environment to participate in the KCCP online

- 1. Regarding the KCCP held online, the Users (including the organizations the Users belong to) will, at their own risk and expense, set up all communications environment such as the internet communications and all devices to access the KCCP. However, if it is difficult to maintain the above environment, the Participants may receive support from JICA upon request.
- 2. If the participation of the Participants in the KCCP is disturbed due to the insufficient communication environment, based on their request, JICA may allow the Participants to take the KCCP course again as far as technically possible.

Article 4. Copyrights

- 1. Copyrights in the Materials
The copyrights of the Materials are owned by JICA and/or the respective

Original Authors.

The Users may use the Materials and the information platform only in ways that comply with this Terms as well as the copyright laws and all the other applicable laws and regulations in the Users' countries or regions.

2. Copyrights in the document prepared by the Users

- (1) All the documents prepared by the Users for the KCCP (including reports, action plans, presentations, etc.) shall be prepared by the Users themselves in principle. If the Users use any third party's(ies') works (photograph, illustration, map, figures, etc.) which are protected under the copyright laws and regulations in the Users' countries or copyright-related multinational agreements, the Users shall obtain a license necessary to use the works from such third party(ies).
- (2) The Users agree that JICA may use (including, but not limited to, reproduce, publicly transmit, distribute and modify) any documents prepared by the Users for other programs conducted by JICA (for example, as a reference for the other KCCP courses and a project formulation).
- (3) JICA will not be liable for the contents of any documents created by the Users for the purpose of the KCCP.

Article 5. Disclaimer

1. JICA and the Original Authors make every effort to assure that the content of the Materials is accurate, complete and consistent with high technical standards. However, JICA and the Original Authors hereby disclaim all warranties of any kind, express or implied, regarding the accuracy, completeness, quality or fitness of the Materials for a particular purpose.
2. The Materials are provided "as is," and JICA and the Original Authors make no representation or warranty, express or implied, including but not limited to a representation or warranty of technical availability (including the absence of bugs or other failure, or fitness for or compatibility with the User's devices, equipment or software), timeliness or continuity of provision of services, merchantability or fitness for a particular purpose, non-infringement, the absence of latent or other defects, accuracy, or the presence or absence of errors whether discoverable or not. JICA accepts no liability for the conformity

of any of the Materials with any other materials. Further JICA makes no warranty that the 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 or other persons or entities related to the KCCP course operation 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 any willful misconduct or gross negligence of JICA or other persons or entities related to the KCCP course operation.

Article 6. Alteration or Discontinuation

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

Article 7. Privacy Policy

1. Scope of Use
Any information used for identifying individuals (hereinafter referred to as "Personal Information") 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 Personal Information in accordance with the provisions of this privacy policy.
2. Limitations on Use and Provision
JICA shall never intentionally provide Personal Information 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 the Personal Information grants permission for its disclosure to a third party;
- (c) In cases in which JICA needs to provide Personal Information for the persons or entities where JICA contracts out all or part of the KCCP and its relevant projects. The Personal Information provided herein will be only limited to the information necessary for the persons or entities to implement the contracted tasks.

3. Security Notice

JICA takes measures required to prevent the divulgence, loss, or destruction of Personal Information, and to otherwise properly manage such information.

Article 8. Miscellaneous

If any provision of the Terms shall be held invalid or unenforceable under any applicable laws, such invalidity or unenforceability shall not affect the remaining provisions of the Terms. The invalid or unenforceable provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable without any further action by the parties to the Terms.

Article 9. 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 10. Update of Terms

JICA reserves the right to modify, revise or otherwise update the Terms at its own discretion without the User's prior consent. JICA will notify the Users of such modification, revision or update by posting the updated Terms on the JICA Website. The updated Terms will become effective at the time when JICA posts the Terms on the JICA Website.

These Terms of Use were updated on April 19, 2023.