

Terms of Use of I-Scover Data

February, 2017

The Institute of the Electronics,
Information and Communication Engineers

The following are the Terms of Use of the Institute of Electronics, Information and Communication Engineers (hereafter referred to as the "IEICE") Knowledge Discovery (hereafter referred to as "I-Scover") data (hereafter referred to as "Data") via its Websites, application interface (API*), and database. The user of the Data shall comply with the Terms of Use herein. The user agrees to be bound by the Terms of Use when using the Data. The contents of the Terms of Use will be subject to change as necessary without prior notification.

*API means SPARQL API and OpenSearch API provided by I-Scover.

1. Use of Data

The IEICE provides a literature search system named I-Scover.

The Data includes literature information about the papers published in journals of the IEICE, journals of companies, and bulletins of universities accumulated in I-Scover, which can be accessed in I-Scover, and which is provided under license granted by information providers. When using the Data, the user shall indicate that the Data is retrieved from I-Scover. Also, because the Data is updated

frequently, the user shall review the latest version of the Terms of Use before obtaining and using the latest Data.

2. Redistribution of Data*

The user can redistribute the Data. However, the user shall acknowledge the Terms of Use when redistributing the Data. Also, the user shall indicate the date of acquisition of the Data when redistributing the Data.

Any secondary user of the redistributed Data agrees to be bound by the Terms of Use when using the Data.

*The redistribution of the Data refers to the act of someone who is provided with the Data providing the Data to another person, or the act of someone who is provided with the Data using the Data in collaboration with another person.

3. Form of Use

A user (including a secondary user) who agrees to the Terms of Use is permitted to use the Data in the manner described below. However, if the user (including the secondary user) provides the following for profit, the user is required, in advance, to consult with and obtain agreement from the IEICE regarding the terms of compensation to be paid to the IEICE.

- (1) Provision of application programs and systems developed using the Data

(2) Provision of services using the Data

(3) Provision of reports including the results of analysis of the Data or knowledge based on the Data

4. Handling of Intellectual Property Rights

The user of the Data shall understand the following matters regarding the information included in the Data and respect the intellectual property rights of a third party. Careful consideration is required in handling the information.

Some information (such as paper abstracts) included in the Data is subject to copyright. According to Paragraph 1, Article 3 of IEICE Provisions on Copyright, the copyright of the information included in the Data, except for that of the information appearing in the search results on external websites, belongs to the IEICE, or, in other cases, the IEICE is permitted to use the information. The copyright of the information included in the Data is protected by the Copyright Act of Japan and by international treaties.

5. Disclaimers

1) The IEICE takes great care when storing information in the Data. However, the IEICE does not give any guarantee of the completeness, accuracy, usefulness, or safety of the contents. Also, the information stored in the Data does not cover all the information on the activities of the IEICE, only a part of them. The IEICE will bear no responsibility for or will be not liable for any results

from the use of the Data, the failure to use the Data, or the decisions and acts of the user based on the information stored in the Data.

- 2) The information included in the Data is all the information at the time it was provided. The IEICE will bear no responsibility for or will be not liable for any problems, effects, or damage to users arising from the subsequent modification and removal of any information included in the Data by the IEICE or the user of the Data.

6. Compensation for the IEICE

The user shall, at his/her own cost and responsibility, resolve or settle all complaints and claims arising from or in relation to the use of the Data by the user, the violation of the Terms of Use by the user, or the violation or infringement of the rights of a third party by the user. The IEICE bears no responsibility. Also, if the IEICE incurs any costs (including payment for damages) pertaining to the settlement of any complaints and claims arising from or in relation to the violation of the Terms of Use by the user or the violation or infringement of the rights of a third party by the user, the user shall compensate the IEICE for such costs.

7. In case of Violation of Terms of Use/Contact Information

If the user becomes aware of any act which violates the Terms of Use or has a question concerning any term, the user should send an email to the contact point for the Terms of Use of I-Discover (E-mail address:

please remove "nospam_" from nospam_FukyuIS@ieice.org) or contact the secretariat of the IEICE.

8. Others

- 1) The Terms of Use shall be interpreted and applied under Japanese law.
- 2) The IEICE does not charge a fee for the use of the Data at present, but may impose a fee for the use of the Data in the future.
- 3) I-Scover is the registered trademark of the IEICE. Please indicate the following in any applications, systems, and services utilizing the Data.

"This application (or system, service, etc.) utilizes the Data obtained from the IEICE Knowledge Discover (I-Scover®) provided by the Institute of Electronics, Information and Communication Engineers."

If the user wishes to use an acknowledgement other than that given above, or to use the I-Scover logo, the user should send an email to the contact point for the Terms of Use of I-Scover.

- 4) In the event of a conflict or dispute between the IEICE and the user regarding this website, service, or the Terms of Use, both parties shall make sincere efforts to reach a mutually satisfactory

solution. If the conflict or dispute is not settled by the procedure described above, a final settlement shall be reached through arbitration in Tokyo, which is governed by Japanese law, and shall be conducted in Japanese in accordance with the Rules for Arbitral Proceedings of the Japan Intellectual Property Arbitration Center.