

## Terms of Participation of Japan Link Center

Established by the Steering Committee of Japan Link Center (JaLC) on  
January 16, 2013

Revised (January 16, 2014 by the JaLC Steering Committee)  
Revised (May 26, 2014 by the JaLC Steering Committee)  
Revised (August 17, 2015 by the JaLC Steering Committee)  
Revised (March 11, 2016 by the JaLC Steering Committee)  
Revised (March 1, 2017 by the JaLC Steering Committee)  
Revised (October 1, 2019 by the JaLC Steering Committee)  
Revised (February 28, 2020 by the JaLC Steering Committee)  
Revised (October 29, 2020 by the JaLC Steering Committee)

Japan Link Center (JaLC) is operated by the Secretariat of JaLC (hereinafter referred to as “the Secretariat”) separately stipulated in the JaLC Rules of Operation (hereinafter referred to as “Rules of Operation”). The objectives of JaLC are to ensure the integrated management of the location information of electronic academic content that is produced in the process, or as a result of academic activities that create, practice, disseminate, and inherit knowledge, skills, and technology; and to facilitate the distribution of academic information by realizing the interlink between them.

The conditions that each corporation or organization must comply with to become a regular member of JaLC, that is, the Terms of Participation of JaLC (hereinafter referred to as “the Terms”), are defined as follows:

(Definition of JaLC and scope of the Terms)

Article 1 (1) JaLC provides regular members with services, which include the management of all or part of the following (hereinafter referred to as “the Services”): Digital Object Identifiers (DOIs) assigned to academic papers (including information accompanying papers such as figures and tables), books, patent information, research data, etc. published in Japan (hereinafter referred to as “Content”); bibliographic data (i.e., data separately specified by JaLC, that is, a document’s title, author, journal name, volume, issue, starting page, ISBN, ISSN, etc.); information that identifies the location of the Content such as internet addresses (URLs) (Uniform Resource Identifiers [URIs]); information on citations (e.g., cited references or cited data for each specific Content (hereinafter referred to as “Citation Information;” Bibliographic data, URIs, and citation

information are collectively called "Bibliographic Data etc."); abstracts ("Bibliographic Data etc." and abstract are collectively called "Bibliographic Data etc. and Abstract"). Specifically, JaLC provides regular members with the services listed in the following items in accordance with the Terms and Rules of Operation. Services (i) to (iii) below are not provided to search members.

- (i) Collection, reduction, and management of "Bibliographic Data etc. and Abstracts" provided by regular members
- (ii) Activation of DOIs (DOI registration) for the Content to which "Bibliographic Data etc. and Abstracts" are provided by regular members
- (iii) Provision of information related to other Content that is listed as a citation based on the Citation Information provided by regular members (hereinafter referred to as "Cited Information")
- (iv) Provision of "Bibliographic Data etc. and Abstracts," DOIs, and Cited Information managed by JaLC (hereinafter collectively referred to as "JaLC Data") to regular members
- (v) Other services associated with each of the previous items

(2) JaLC provides JaLC Data to corporations or organizations with which JaLC cooperates (hereinafter referred to as "Cooperation Organization"). The Cooperation Organization is determined upon the approval of the Steering Committee.

(3) The Terms apply to all actions of regular members when using the Services.

(4) By using the Services, regular members shall be deemed to have consented to all the contents of the Terms.

#### (Operations of JaLC)

Article 2 JaLC shall be operated by the Secretariat and regulated by the Rules of Operation. In order to facilitate the effective and smooth operation of JaLC, it established the Japan Link Center Steering Committee (hereinafter referred to as the "Committee").

#### (Regular membership qualification and enrollment procedure)

Article 3 (1) Those who wish to apply for regular membership may do so through the Secretariat using the method prescribed by JaLC in agreement on all the contents of the Terms and Rules of Operation. Only those who meet all the conditions specified in each of the following items can apply for a membership:

- (i) Be corporations and organizations in Japan
- (ii) Understand and agree with the objectives and activities of JaLC

- (iii) Fall under any of the following items:
  - (a) Publish or provide the Content
  - (b) Implement digital archives and other electronic services related to the Content
- (2) Those who wish to apply for regular membership shall select one of the following two membership types when carrying out the application described in the preceding paragraph:
  - (i) General members: Receive all services specified in all items of Article 1
  - (ii) Search members: Receive only the services specified in Item (iv) of Article 1 and the associated services
- (3) Those who wish to apply for regular membership shall apply for the required number of DOI prefix(es) in accordance with the form prescribed by JaLC when carrying out the application described in Paragraph (1).

(Enrollment Approval Procedures)

- Article 4 (1) When such application for membership as described in Paragraph (1) of Article 3 is made to JaLC, the Committee will examine the qualification stipulated in each item of the Paragraphs of the Article to determine whether or not to approve it.
- (2) The Secretariat will notify those who have applied for membership of JaLC (hereinafter referred to as “applicants”) in accordance with Paragraph (1) of Article 3 regarding the result of membership examination described in the preceding Paragraph regardless of their approval or disapproval.
- (3) Depending on the application made, applicants shall either become general members or search members based on the approval decision by the Committee.
- (4) Regular member shall submit a membership registration request to the Secretariat, and the membership shall be officially completed upon the receipt by the Secretariat.
- (5) Whenever a change occurs in the content of the application approved by the Committee, regular members shall notify the Secretariat of the content of the change by the method prescribed by JaLC. The content of the change shall be approved by the Committee when the Secretariat deems it necessary.

(Membership fee)

- Article 5 (1) Among regular members, general members shall pay the membership fee specified in Appendix 1 once a year in accordance with the invoice issued by the Secretariat or a person designated by the Secretariat.
- (2) General members who register DOIs through JaLC using the service, “Crossref,”

provided by the Publishers International Linking Association, Inc., shall pay the Secretariat the actual cost based on the achievements (i.e., the cost equivalent to that related to Crossref, which was actually paid by the Secretariat) in addition to the fee described above.

(Withdrawal)

Article 6 (1) Regular members shall withdraw from JaLC if they fall under any of the following items:

- (i) When a regular member notifies the Committee regarding his/her withdrawal at least three months before the date when he/she wishes to withdraw, and the day comes (if a regular member does not specify the date when he/she wishes to withdraw, then it would be effective three months after the date he/she notified the Committee)
- (ii) When the Secretariat has been unable to contact a regular member by phone or email for more than a year, for example, due to the member's violation of Paragraph (5) of Article 4 (i.e., notification of change in the content of the application)
- (iii) When a regular member conducts inappropriate behavior as a regular member, such as violating the Terms, and the Committee decides his/her withdrawal after fair deliberation based on facts and because no possibility of improvement can be expected even though improvement is encouraged by the Committee
- (iv) When the Services end

(2) Regular members who withdraw from the membership pursuant to the preceding paragraph are obliged to pay the Secretariat for membership fees and other burden charges incurred until the time of withdrawal.

(3) When a regular member withdraws, JaLC may delete, transfer, and take other necessary measures for the "Bibliographic Data etc. and Abstracts" of the Contents that have been registered by the member in the Services until that time, and may charge the member for reasonable costs incurred by the relevant measures until that time. The Secretariat shall discuss with the withdrawing member in advance about the necessity of the relevant measures and the specific contents thereof, and the member shall agree to hold talks. However, the handling of matters that fall under Item (ii) of Paragraph (1) of this Article shall be left to the discretion of the Committee.

(General obligations of regular members)

Article 7 (1) When using the Services, regular members shall comply with the Terms

and Rules of Operation and shall cooperate to ensure the smooth operation of JaLC.

(2) Regular members have the following obligations to promote the domestic and international distribution of the Contents:

- (i) Register the “Bibliographic Data etc. and Abstracts” of the Contents owned by themselves or their subordinate organizations that wish to register DOIs in the system (hereinafter referred to as “the System”) managed and operated by JaLC for the Services, promptly after releasing the relevant Contents (The definition of the subordinate organizations is stipulated in Article 10).
- (ii) Promptly make any modifications according to the changes, if there is a change in ‘Bibliographic Data etc. and Abstract’ registered in the System.
- (iii) Do not delete the DOIs provided by the “Bibliographic Data etc. and Abstracts” registered in the System and by the Services unless there is a rational reason. In case of deletion, regular members shall promptly notify the Secretariat of the reasons and the scheduled deletion date, then discuss about it.
- (iv) The URIs of the Contents to which DOIs are provided by the Services shall be appropriately managed and maintained. If there is a change in the URI, follow Item (ii) of this Paragraph.
- (v) Regular members shall report the usage status of the DOI prefix to the Secretariat once a year in the prescribed format, and notify the Secretariat of returning the DOI prefix when they themselves or JaLC judge that there is no possibility of using it.

(3) Regular members affirm that the “Bibliographic Data etc. and Abstracts” and corresponding Contents may become publicly known by registering the “Bibliographic Data etc. and Abstracts” in the System.

(4) Regular members shall not make heavy use of the System that may lead to performance degradation, and shall not behave in a manner that causes or may cause system failure by any means.

(5) Regular members shall not make any objections against the handling of DOIs provided by the Services in accordance with the arrangements of the International DOI Foundation, Crossref, DateCite, and other DOI registration agencies.

(Utilization of Bibliographic Data etc.)

Article 8 (1) JaLC allows any third party to freely utilize the “Bibliographic Data etc.” registered by regular members in the System, irrespective of its purpose or commerciality.

(2) JaLC allows other regular members and Cooperation Organizations to freely utilize

the “Abstracts” registered by regular members in the System, regardless of usage. When registering abstracts in the System, regular members shall implement necessary rights processing in advance with the authors and copyright holders of the abstracts concerned at their own risk and expense.

(3) When JaLC allows a third party other than the regular members or Cooperation Organization to utilize the abstracts registered by regular members in the System, JaLC shall obtain the consent of the regular members concerned in advance.

(Handling of DOI resolution log)

Article 9 (1) Of the resolution logs related to DOIs registered in the Service that are obtained from the International DOI Foundation (i.e. access log to doi.org), JaLC shall provide the resolution logs related to DOI registered by a regular member in the Services to all regular members.

(2) With the consent of the Committee, JaLC may provide a third party with resolution logs related to DOIs with the aim of operation of JaLC and distribution of scientific and technological information, and regular members shall understand this in advance.

(Subordinate organization and associate member)

Article 10 (1) At the request of other corporations or organizations in Japan, general members may register the “Bibliographic Data etc. and Abstracts” of the Contents owned by the relevant corporation or organization in the System, and may receive DOIs (the corporation or organization making the request is referred to as the “subordinate organization” in a relationship with the relevant general member, while the latter is called its “superordinate organization”).

(2) When superordinate organization register “Bibliographic Data etc. and Abstracts” in the System according to the preceding paragraph, if their respective subordinate organizations fall under any of the following, then the subordinate organization shall be registered as an “associate member” of JaLC by the method prescribed by JaLC. When a change occurs in registration details, the superordinate organization shall promptly notify the Secretariat of the change by the method prescribed by JaLC.

(i) When a subordinate organization manages the Contents to which a DOI is provided

(ii) When a subordinate organization has its own DOI prefix

(3) Superordinate organizations shall bear all responsibility for the possession and management of the “Bibliographic Data etc. and Abstracts” as well as for the utilization of JaLC Data by their subordinate organizations. In this regard, superordinate organizations shall oblige their subordinate organizations to have a duty equal to or

greater than the Terms.

(4) To disseminate DOIs in Japan, superordinate organizations shall endeavor to enlighten their subordinate organizations to understand the purpose of JaLC and work cooperatively.

(Attribution of intellectual property rights, etc.)

Article 11 (1) JaLC and regular members affirm that the copyright of abstracts registered by regular members in the System belong to the author of the abstracts, or the person to whom the copyright is transferred from the author, and shall not be transferred to JaLC.

(2) Notwithstanding the provision of the preceding paragraph, the copyright and other intellectual property rights related to the database as a collection of the entire JaLC Data shall belong to the Secretariat, the Organizations that appoint committee members as stipulated by Paragraph (2) of Article 4 of the Rules of Operation, and those persons designated by JaLC.

(3) When a regular member makes an invention and the like under the Services and other JaLC operation activities, the intellectual property rights generated by this shall belong to the regular member concerned. In this case, the regular member shall grant a royalty-free, non-exclusive license with sublicense right to the Secretariat, the Organizations that appoint committee members as stipulated by Paragraph (2) of Article 4 of the Rules of Operation, and those persons designated by JaLC, to the extent necessary to provide the Services.

(Representations and Warranties)

Article 12 Regular members represent and warrant to JaLC that the abstracts registered in the System and the utilization of the abstracts based on the Terms do not infringe the copyrights and other intellectual property rights, honor rights, privacy rights, portrait rights, and other rights as well as legal interests of a third party.

(When the Contents violate laws and regulations)

Article 13 When there is a risk that the “Bibliographic Data etc. and Abstracts” and the Content registered by a regular member in the System go against public policy and violate laws and regulations, JaLC may refuse to register the “Bibliographic Data etc. and Abstracts,” delete them, or discontinue provision of the relevant “Bibliographic Data etc. and Abstracts.”

(Suspension of the Services)

Article 14 When temporarily suspending the operation of the Services due to regular maintenance or other reasons, JaLC, in principle, shall notify regular members at least one month in advance. Regular members with subordinate organizations shall promptly notify the subordinate organization of that suspension.

(Termination of the Services)

Article 15 (1) When terminating all of the Services, JaLC, in principle, shall notify regular members at least one year in advance. Regular members with subordinate organizations shall promptly notify the subordinate organization of the termination.

(2) In case of the preceding paragraph, JaLC shall endeavor to maintain the system, even after termination of the Services, that are related to DOIs corresponding to the “Bibliographic Data etc. and Abstracts” registered by regular members before the termination of the Services.

(Confidentiality)

Article 16 (1) Regular members shall maintain the confidentiality of the confidential information related to JaLC (i.e., information disclosed in connection with the Terms, whether in writing or not; the same shall apply hereinafter), and shall not disclose, publicize, or leak it to any third party except with the prior written consent of JaLC. However, information that falls under any of the following items shall not be considered as confidential information:

- (i) Information, which is already publicly known at the time of disclosure
- (ii) Information, which later becomes publicly known through no fault of the member
- (iii) Information, which is already possessed by the member at the time of the disclosure
- (iv) Information disclosed by a third party with legitimate authority, without restrictions on disclosure

(2) When the disclosure of confidential information is required by laws, regulations, etc., regular members may disclose it to the extent necessary after immediately notifying the Secretariat of that fact.

(Exemption)

Article 17 The Secretariat and the Organizations that appoint committee members as stipulated in Paragraph (2) of Article 4 of the Rules of Operation shall not be liable for damages caused to regular members (including damages caused to subordinate



organizations of regular members) due to or related to the following matters:

- (i) Use or inability to use the Services by a regular member
- (ii) Change, revision or abolition, and discontinuation of the Services
- (iii) Dispute between regular members, and between a regular member and a subordinate organization
- (iv) Infringement of rights of third parties and other damages caused by registering the “Bibliographic Data etc. and Abstracts” in the Services
- (v) Loss or destruction of the JaLC Data not due to gross negligence of the Secretariat
- (vi) Interference / intrusion or information modification of this service by a third party, failure or defect of system equipment, etc. not due to gross negligence of the Secretariat

(Revision of the Terms)

Article 18 (1) The revision of the Terms is determined after deliberation on the necessity and rationality of the revision by the Committee.

(2) When the Terms are to be revised based on the preceding paragraph, the Secretariat shall notify regular members by e-mail and post it on the website where it can be viewed by regular members. Regular members who have subordinate organizations shall promptly notify the subordinate organizations of the content and take appropriate measures to make it known to the subordinate organizations such as by posting it on a website where it can be viewed by the subordinate organizations.

(3) In principle, the revision of the Terms shall take effect one month after the notification based on the preceding paragraph.

(Survival of debt and text)

Article 19 (1) Monetary claims already incurred before the termination of the Terms shall not be extinguished even after the termination of the validity of the Terms (including cases when the Terms become invalid for all regular members due to the end of the Services or other reasons, and cases when the Terms become invalid only for a particular regular member due to withdrawal of the member; the same shall apply hereinafter).

(2) Article 5, Paragraphs (2) and (3) of Article 6, Paragraphs (4) and (5) of Article 7, Article 8, Article 11, Article 12, Article 13, Paragraph (2) of Article 15, Articles 16, Article 17, and Article 20 shall survive after the termination of the Terms.

(Laws complied with and jurisdiction)

Article 20 (1) The Terms shall comply with Japanese laws and shall be interpreted

in accordance with Japanese laws.

(2) The Tokyo District Court shall serve as the Exclusive Agreement Court of Jurisdiction of the first instance for disputes due to or related to the Services.

(Supplementary provision) The Terms will be effective from April 1, 2021.

Appendix 1 Fees

1. Annual membership fee for a regular member

[General member]

Rank <sup>(*1)</sup> <sub>*7)</sub>	Cumulative number of registered Content <sup>(*2 *3)</sup>	Annual membership fee (non-profit organizations) <sup>(*4 *6)</sup>	Annual membership fee (For-profit organizations) <sub>(*4 *6)</sub>
A	100,000 ~	JPY300,000 <sup>(*5)</sup>	JPY360,000 <sup>(*5)</sup>
B	30,000 ~ 99,999	JPY200,000	JPY240,000
C	10,000 ~ 29,999	JPY100,000	JPY120,000
D	3,000 ~ 9,999	JPY50,000	JPY60,000
E	0 ~ 2,999	JPY20,000	JPY24,000

(\*1) The Secretariat evaluates and decides the membership rank in April of the year based on the cumulative number of registered content as of April 1 of the year. The Secretariat shall notify any changes in membership rank, if applicable.

(\*2) The cumulative number of registered Content shall be based on the total number of registered DOIs without any exception, regardless of the type of Content (e.g., thesis, research data, etc.).

(\*3) For regular members who make registrations or conducts search at the request of subordinate organizations, those numbers of registrations shall be added up to determine the rank.

(\*4) The judgement on whether for-profit or non-profit shall be made by the Committee.

(\*5) The Committee separately determines the fee for each regular member based on the number of registrations.

(\*6) The annual membership fees indicated in the table for general members include taxes.

(\*7) First-time members are all classified under the E rank regardless of their self-assessed rank.

Note 1 Even if members join or withdraw the membership in the middle of the year, they are required to pay the annual membership fee for that year.

Note 2 Possession of multiple site IDs is allowed in all membership ranks.

[Search member]

Search members are not required to pay an annual membership fee.

## 2. Timing and method of payment

The Secretariat charges the annual membership fee for the fiscal year (April to March in the following year) during the fourth quarter. Regular members shall pay their membership fees to the bank account specified by the Secretariat within 30 days from the date of invoice receipt. The transfer fees shall be at the expense of regular members. If a regular member fails to pay on time, the Secretariat may claim a delayed damage at an annual yield 5% from the next day of the time appointed for payment to the completion of payment.