

(Purpose)

Article 1 These provisions are issued by the Japan Institute of Tourism Research (hereinafter referred to as “the Institute”) to define the fundamentals as regards how copyrights of works submitted to *The Tourism Studies* bulletin are to be handled.

(Definitions)

Article 2 For these provisions, the listed terms shall be defined as follows:

- (1) Copyrighted materials mean any works printed in *The Tourism Studies*, and which fall within ‘work’ defined in Article 2 (1) (i) of Copyright Act.
- (2) The copyright holder means the copyright holder of the copyrighted materials (Copyright Act, Article 2 (1) (jj)).
- (3) The copyright means copyrights relating to the copyrighted materials (all the rights set forth in Copyright Act, Chapter II, Section 3, Subsection 3).
- (4) The moral rights of the author mean the moral rights pertaining to the copyrighted materials (all the rights set forth in Copyright Act, Chapter II, Section 3, Subsection 2).

(Copyright Ownership)

Article 3 The copyright (including the rights set forth in Copyright Act, Articles 27 and 28) is assigned to the Institute at the time when the copyrighted materials are submitted to the Institute.

2 The provisions of the preceding paragraph notwithstanding, in the event that special circumstances prevent the transfer of the copyright from the copyright holder, how the copyright is handled could be arranged through consultation between the Institute and the copyright holder. In this event, the copyright holder must advance the reason why the copyright on the copyrighted materials cannot be transferred in writing to the Institute by the time of submission.

3 In cases where the copyright is retained by the copyright holder through the consultation discussed in the preceding paragraph, the Institute will have the rights at no charge to use the copyrighted materials domestically and overseas (including the rights to reproduce, make the work public, transmit to the public, distribute, transfer, rent out, translate and adapt, and rights of the original author in connection with the exploitation of a derivative work) to the extent of the Institute’s necessity, and to grant a third party authorization to exploit the copyrighted materials.

(Non-use of the Moral Rights of the Copyright Holder)

Article 4 The moral rights of the copyright holder will not be exercised against the Institute or any third parties permitted the use of the copyrighted materials by the Institute.

2 The provisions of the preceding paragraph also apply to cases where the Institute and any third parties permitted the use of the copyrighted materials by the Institute create any derivative works.

(Use of the Copyrighted Materials by the Copyright Holder)

Article 5 The copyright holder may use the copyrighted materials (including to grant a third party to use) with advance notice to the Institute. However, the individual copyright holder, or any corporations and organizations to which the copyright holder belongs, are only permitted to display the copyrighted materials on their website (including storing and publishing in their repository) from at least six months after *The Tourism Studies* in which the copyrighted materials are printed has been issued.

2 The copyright holder, making use of the copyrighted materials based on the provisions of the preceding paragraph, must comply with each of the following items.

- (1) An attribution notice; ‘© Japan Institute of Tourism Research XXXX’ (where “XXXX” is the year of the publication of *The Tourism Studies* in which the copyrighted materials were printed) must be displayed.
- (2) *The Tourism Studies* in which the copyrighted materials were printed must be cited.
- (3) In the case where the copyrighted materials are displayed on a website page, they will be linked to the electronic publication website of the Institute.

(Representations)

Article 6 The copyright holder, with regard to the copyrighted materials, represents and warrants that 1) they do not infringe copyrights, patent rights, utility model rights, design rights, trademark rights, domain names, or any other intellectual property rights of a third party, neither rights of application or registration of any intellectual property rights, or any other rights whatsoever; 2) they are not currently submitted or published elsewhere (and that they have never been published at all in the past); and 3) if they are works of joint authorship, submission to the Institute is based on the consent of all co-authors/copyright holders.

2 When a part of works of third parties are quoted in the copyrighted materials, the works must be specified and be quoted in a way consistent with fair practices provided for in Copyright Act, Article 32.

(Prohibition on Double Copyright Assigning, etc.)

Article 7 The copyright holder shall not assign copyrights to, set liens for, or grant authorization to exploit to (including establishment of print rights) any third parties other than the Institute, with regard to the copyrighted materials.

(Cooperation for Dispute Resolution)

Article 8 Should any disputes, such as; infringement of the copyrighted materials by a third party or infringement of the rights of a third party by the copyrighted materials, occur or become likely to occur, the copyright holder and the Institute will cooperate with each other to resolve the situation.

(Consultation)

Article 9 In cases when there are questionable points, related to matters not set out in these regulations or interpretation of the terms of these regulations, the copyright holder and the Institute will consult in accordance with good faith to resolve the issue.