

**Consent to Assignment of Copyright
to the Japan Association of Aerosol Science and Technology “Earozoru Kenkyu”**

(Please submit this completed and signed form at the time of submission of Works.)

Manuscript Title: _____

Full Name(s) of Author(s) _____

I agree to assign to the Japan Association of Aerosol Science and Technology all copyrights for this manuscript.

Name of Author or Author’s Representative: _____

Signature: _____

Date: _____

- If there is more than one Author, all Authors or their Representative shall sign.
(Please check: All/Representative)
- If all Authors sign, use copies of this form for additional signatures.
- If a Representative signs, the Representative shall transmit this form (or copies thereof) to all Authors, and obtain their consent to assignment of copyright.

(Please complete this section if approval is required by an organization of the Author.)

Name of Responsible Person: _____

(Name of the responsible person of the organization)

Signature: _____

Name of Organization: _____

Title: _____

Date: _____

(For use of the Association: No. of Article -)

Copyright Regulations of Japan Association of Aerosol Science and Technology

Established in March 2010

Purpose

Article 1 These Regulations address basic matters related to the treatment of copyrights of Members and Contributors (hereinafter collectively referred to as “Members, etc.”) for Works they contribute for publication or other use by the Association.

Definitions

Article 2 For the purpose of these Regulations, the terms set forth in each item below shall have the following meanings:

- (1) Work(s) shall mean copyrighted works provided for in the Copyright Act, Article 2, paragraph 1, item 1, which fall under any of the following:
 - [1] Original articles and feature articles, etc., which are contributed to publications of the Association;
 - [2] Study reports contributed to the Association;
 - [3] Information posted on the website of the Association; or
 - [4] Any other works that are similar to [1] through [3] above and are designated as Works by the Association.
- (2) Author(s) shall mean Members, etc. who are provided for in the Copyright Act, Article 2, paragraph 1, item 2.
- (3) Copyright(s) shall mean copyright(s) to the Work(s), and include all the rights provided for in the Copyright Act, Article 21 (Reproduction Right), Article 22 (Performance Right), Article 22-2 (Screen Presentation Right), Article 23 (Public Transmission Right, etc.), Article 24 (Recitation Right), Article 25 (Exhibition Right), Article 26 (Distribution Right), Article 26-2 (Ownership Transfer Right), Article 26-3 (Rental Right), Article 27 (Translation and Adaptation Right, etc.), and Article 28 (Original Author’s Right in Exploitation of Derivative Works).
- (4) Moral Rights shall mean moral rights in the Work(s), and include all the rights provided for in the Copyright Act, Article 18 (Publication Right), Article 19 (Name Indication Right), and Article 20 (Integrity Maintaining Right).

Attribution of Copyright

Article 3

- (1) All Copyrights for contributed work(s) shall be transferred to the Association.
- (2) Copyrights shall be deemed to be assigned to the Association when an Author contributes

Work(s) to the Association.

- (3) If it is impossible to treat the Copyright as provided in the preceding two paragraphs due to special circumstances, the Author shall offer to the Association a statement in writing to that effect when contributing, and treatment in such a case shall be determined through consultations between the Association and the Author.
- (4) The Author shall grant licenses to the Association for the exclusive right (including the right of sublicense by the Association, whether with or without consideration) to use the Copyright (including reproduction, publication, transmission, distribution, transfer, rental, translation, adaptation and exploitation of derivative works) within and outside of Japan, to the extent permitted by law and considering any special circumstances under the preceding paragraph.
- (5) In the event that the Association decides not to publish the contributed Work, the Association shall return the Copyright to the Author.

Non-exercise of Moral Rights

Article 4

- (1) Author shall not exercise Moral Rights against the Association or any licensee of the Work sublicensed by the Association.
- (2) The preceding paragraph shall also apply in the event that the Association and the licensee of the Work sublicensed by the Association has created any derivative works, exploiting the Work as original work.

Use of Work by Author

Article 5

- (1) If the Author wishes to use his/her Work (including licensing to any third party), the Author shall obtain the license of the Association by written application to the Association, describing the matters separately determined by the Association, including the purpose of use.
- (2) The Association shall grant license to the application of the Author provided for in the preceding paragraph, unless the use of the Work is inconsistent with the purpose and objectives of activities of the Association.
- (3) Notwithstanding paragraph 1, the Author may use the Work without licensing by the Association in the following events set forth in each item below:
 - [1] If the Author publishes his/her Work on the website of a corporation or organization to which an individual Author or Authors belong (including storage in an institutional repository and publication); or
 - [2] Use permitted under the Copyright Act, Article 30 through Article 50 (Restrictions on Copyrights).

Guarantee by the Author, etc.

Article 6 The Author guarantees the following:

[1] The Work shall not infringe upon the copyright, patent right, utility model right, design right, trademark right, domain name and any other intellectual property rights and such intellectual property rights as the right of application and registration thereof and any other rights;

[2] The Work has not been contributed in duplicate (nor was it previously published);

[3] If the Work was jointly authored, consent of all Authors of the Work was obtained at the time of contribution to the Association;

[4] Persons who made substantial contribution to the content are all included in the Authors; and

[5] The consent of the competent person of the affiliated organization of the Author was obtained, if necessary. In this regard, the Author shall specify the sources, when the Author cites works of third parties in the Work.

No Double Assignment

Article 7 The Author shall not assign any Copyrights in the Work to any third party other than the Association or grant any license thereto (including establishment of publication rights).

Cooperation Infringement and Dispute Resolution

Article 8 If any dispute arises or might arise, including infringement of the Work by a third party or infringement of the third party's rights by the Work, etc., the Author and the Association shall address it in cooperation with each other.

Consultations

Article 9 If any doubt arises about matters not stipulated herein, or the interpretation of any provision herein, the Author and the Association shall consult with each other in good faith to resolve it.