

Copyright Regulations of Japan Association of Aerosol Science and Technology

Last revised in April 2024

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. The articles submitted after April 1, 2024 and accepted after the review are published under the terms of the [CC-BY-NC-ND \(Attribution-Noncommercial-Noderivs\) 4.0 International License](#) under the

Creative Commons License (CC License). The Author and co-authors must agree to the granting of the CC license.

- (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.
- (6) The Author must retain the copyright when submitting their manuscripts to the preprint servers.

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, except for patent publication publicity, public notice gazettes, dissertations and technical reports, proceedings of conferences, workshops, and international meetings, and community-recognized preprint servers);
- (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.

Established in March 2010

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