

Rikkyo University Center for Statistics and Information

Terms of Use of Social Survey Data Archive

Effective as of: October 1, 2010

Article 1. Scope of Application

These Terms of Use of Social Survey Data Archive (hereinafter referred to as these “Terms of Use”) set forth the terms and conditions for the access to the social survey data archive (hereinafter referred to as the “Archive”) operated by Rikkyo University Center for Statistics and Information (hereinafter referred to as the “Center”), and shall apply to the relationship between the Center and the User.

Article 2. Access and Users

- 1 The term “access” as used herein means the access to the services provided by the Center such as the user registration, acceptance of application for access to data, and data distribution.
- 2 The term “User(s)” as used herein means any and all users who may access the services provided by the Center.

Article 3. Agreement to Terms of Use

The User shall be deemed to apply for access to the services provided by the Center and access the same after giving consent to the terms and conditions of these Terms of Use.

Article 4. Revision of Terms of Use

- 1 The Center may revise these Terms of Use without prior notice to the Users.
- 2 If these Terms of Use are revised during the data access permit period, the Center may require that the Users give consent to the new Terms of Use and apply for access to the services once again.

Article 5. User Registration

The User shall be required to register as a User with the Center under the name of an individual person without fail. When the User receives data distribution services from the Center, the User must register as a User under his/her own real name without fail.

Article 6. Change of User Registration Information

The User shall promptly notify the Center or take procedures for changing the

registered information through the webpage of the Archive within the website of the Center whenever any change arises in the registered information such as the name and the organization to which the User belongs.

Article 7. Prohibition of Use of User Account by Third Party

The User shall not cause or allow a third party to use the User account issued in response to his/her User registration. Further, the User shall make every effort to take necessary measures (such as password management) for preventing such use by a third party.

Article 8. Data

In these Terms of Use, the social survey data (individual data, questionnaire, code book, electronic data of frequency table) provided by the Center to the Users shall be referred to as the "Data".

Article 9. Purpose of Use of Data

- 1 The User may access the Data solely for the secondary analysis conducted for academic purpose or for lessons in classes for educational purpose.
- 2 The User shall not access the Data or the Archive services for commercial purposes.

Article 10. No Distribution of Data to Third Party; No Use by Third Party

The User may not distribute the Data to any third party, or cause or allow any third party to use the Data unless otherwise permitted by the Center.

Article 11. Data Access Permit Period

- 1 The User shall promptly erase any Data for which the data access permit period has elapsed, and thereafter shall not access such Data.
- 2 If the User desires to continue accessing the Data, the User shall submit a new application for such access.

Article 12. Report of Status of Access

The User shall report the status of access to the Data after the data access permit period in the manner designated by the Center.

Article 13. Notification of Publication

When the User publicly announces the result of analysis utilizing the Data, the User shall give notice to the Center stating the content of such publication in the manner designated by the Center.

Article 14. Indication of Source Information

Whenever the User makes any public announcement of the result of analysis utilizing the Data, the User shall indicate the source information of such Data in the manner designated by the Center.

Article 15. Inquiry

The User shall not make an inquiry directly to the depositor, investigator or other interested person of the investigation with regard to the Data, and shall make such inquiry through the Center without fail.

Article 16. Analysis

The User shall not make any analysis that may identify the survey subjects (observational unit such as an individual or a household) by utilizing the Data. Further, the User shall not publicly announce any result of analysis that may identify the survey subjects.

Article 17. Compliance with Rules

In addition to the obligations under Articles 1 through 16 of these Terms of Use, the User shall comply with the obligations of Users specified in these Terms of Use and other rules of the Archive, pursuant to the provisions set forth herein or therein. Further, the User shall comply with any and all terms and conditions of access to the Data as designated by the Center.

Article 18. Cancellation of Access Qualification

The Center may cancel the access qualification of any User related to the Archive if the User falls under any of the following items:

- (1) The User accesses the Data in breach of any provision of these Terms of Use or other term and condition of access to the Archive;
- (2) Whether or not the access to the Data by the User falls under item (1) above, the Center or a third party suffers any damage as a result of such access; or
- (3) The User proposes or requests the cancellation of the User registration or the access qualification.

Article 19. Data Erasure

When the access qualification for the Archive is cancelled, the User shall promptly erase any and all Data and any other data processed or prepared on the basis of the Data, and ensure that the User or any other person will no longer be able to

access such Data.

Article 20. Penalty

If the User breaches any provision of these Terms of Use, or other rules of the Archive, or the terms and conditions of access to the Data, the Center may impose any of the following penalties on the User depending on the circumstances. Provided, however, that the penalty may be reduced or exempted if the User becomes aware of such breach, and notifies and declares the same voluntarily:

- (1) Submission of a letter of explanation;
- (2) Refusal of an application for access to any data or of any data distribution for certain period beginning from the date of submission of the letter of explanation;
- (3) Report to the organization to which the User belongs, or to the host professor or teacher of the User; and/or
- (4) Other measures taken under the applicable laws and regulations, cabinet orders, ordinances, operational rules.

Article 21. Retention and Use of Personal Information

The Center may retain and use the personal information of the Users but only to the extent necessary for performing its operations.

Article 22. Scope of Personal Information

The Center will retain and use the following personal information for the performance of its operations: name, address and e-mail address of the User, and the organization to which the User belongs and its contact information.

Article 23. Protection of Personal Information

The Center does not use the collected personal information for any purpose other than to perform its operations. Further, the Center will strictly manage the personal information it retains and make efforts to prevent divulgence thereof. The Center will not provide any third party with the personal information it retains unless the Center is required to provide such personal information by law, cabinet order, ordinance, court decision or otherwise on the legal basis.

Article 24. Disclaimer

- 1 The User shall be solely responsible and liable for the recovery and compensation for any damage suffered by the User or any third party as a result of access to the Data and the services of the Center by the User.
- 2 If any event set forth in Article 24.1 occurs during the access for any educational

purpose, the person in charge of the lessons in the class who is the User shall be responsible and liable.

- 3 The Center shall not be responsible or liable for any damage set forth in Article 24.1 or 24.2 unless such damage has been caused by willful misconduct or gross negligence of the Center.

Article 25. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of Japan.

Article 26. Exclusive Jurisdiction

The parties hereto agree to submit to the exclusive jurisdiction of the Tokyo District Court of Japan for the first instance in case of any necessity of lawsuit between Rikkyo University and the User with regard to the access to the Center.

Supplementary Provisions

These Terms of Use shall come into effect as of October 1, 2010.