

Terms of Use for Mr. Ishimoto Yasuhiro's Photographic Works

Article 1 (Aim)

These Terms of Use shall stipulate procedures required for licenses to use Mr. Ishimoto Yasuhiro's photographic works, to which the copyrights are held by Kochi Prefecture (hereinafter referred to as "Copyrighted Work") in connection with rights entitled under the Copyright Act, with the purpose that such use would maintain the artistic value of the Copyrighted Work and expand its cultural recognition.

Article 2 (Application for License)

1. A person intending to get a license to use any of Copyrighted Work shall submit to the Governor an Application for License in accordance with the attachment Form No. 1.
2. Any applicant shall principally submit an application pursuant to the paragraph 1 no later than thirty (30) days prior to the date when the applicant intends to start using the Copyrighted Work, except where the Governor specifically acknowledges that unavoidable circumstances have prevented the applicant from submitting such an application by the time limit.
3. Any applicant shall make such an application pursuant to the paragraph 2 through The Museum of Art, Kochi and applications shall be accepted only during the business hours of The Museum of Arts, Kochi.

Article 3 (Grant of License)

1. When an applicant submits an application pursuant to the preceding Article, the Governor shall review the application, and may grant the applicant a license to use the relevant Copyrighted Work subject to certain conditions of use, etc., in case where the Governor acknowledges and agrees that contents of the application are consistent with the purpose of license and fall under any of the following cases where:
 - (1) the state, any local public entity, or other public entity or quasi-public entity would offer the relevant Copyrighted Work for public use, for any purpose for the public or for public service;
 - (2) a museum, art museum or any institution equivalent to them which is established by the state or any local public entity, or any institution registered under Article 10 of the Museum Act (Act No. 285 of 1951) or designated by a prefectural board of education as an institution equivalent to a museum under Article 29 of the Act would use the Copyrighted Work for official purposes; or
 - (3) in addition to the cases set forth in the foregoing subparagraphs, the Governor specifically acknowledges that it is necessary to grant a license.
2. Notwithstanding the preceding paragraph, the Governor may not grant an applicant a license to use any of the Copyrighted Work in any of the following cases where:
 - (1) a use of the Copyrighted Work violates or may violate any law or the public policy;

- (2) a use may impair the reputation or image of Kochi Prefecture, Mr. Ishimoto Yasuhiro or the Copyrighted work;
 - (3) the Copyrighted Work is or may be used for political activities and so on;
 - (4) the copyright to the Copyrighted Work may be infringed;
 - (5) the Copyrighted Work is used by an organized crime group (as set forth in Article 2, item 1 of the Kochi Prefecture Ordinance to Eliminate Organized Crime Groups (Kochi Prefecture Ordinance No. 36 of 2010)) or any person involved with such an organized crime group; or
 - (6) in addition to the cases set forth in the foregoing, the Governor acknowledges that such a use of the Copyrighted Work is not proper.
3. The Governor shall notify an applicant of a grant of the license by the attachment Form No. 2 in a case where a license to use the Copyrighted Work is granted pursuant to the paragraph 1 or of a refusal of license in the attachment Form No. 3 in a case where license is not granted.
 4. A license agreement to use any of the Copyrighted Work shall be made or entered into with an User (defined as below) in writing if requested by the Governor.

Article 4 (Terms of Use)

The Governor hereby subjects any person who gets a license to use the Copyrighted Work pursuant to the provision of paragraph 1 of the preceding article (hereinafter referred to as the “User”) to the following conditions:

- (1) the User shall comply with laws and the public policy;
- (2) the User shall not modify the Copyrighted Work, such as altering the colour or tone, adding text or cropping the Copyrighted Work;
- (3) the User shall not support specific politics, thoughts, etc., and shall not give rise to a misunderstanding that it would support them;
- (4) the User shall not impair the reputation and image of Kochi Prefecture and Mr. Ishimoto Yasuhiro, as well as the Copyrighted Work;
- (5) the user shall deal with, if required, any third party’s right, including, but not limited to, a right to image of any photogenic subject such as a figure, goods, or building, etc., at the user’s own expense and on her own responsibility.
- (6) in case where the user exploit the Copyrighted Work, the user shall give a clear credit “©高知県, 石元泰博フォトセンター” or “©Kochi Prefecture, Ishimoto Yasuhiro Photo Center.”
- (7) The user shall deliver to Kochi Prefecture any deliverables to be prepared by using the Copyrighted Work in the number of copies designated separately by the governor.
- (8) In case where the user posts any image data of the Copyrighted Work on a website, etc., the user shall utilize anti-copying technology (which shall conform to the standard technical level at the time of use and be approved by the governor) for the image, in principle.

- (9) In case where the user posts any image data of the Copyrighted Work on a website, etc., the user shall comply with Kochi Prefecture's instructions such as deletion of the image or resubmission of an Application for License, and take required actions, if specifically requested by the governor.
- (10) With respect to exploitation of the Copyrighted Work, a license shall be required for each intended purpose or project and the user shall make separate applications, pursuant to Article 2 of the TOU, in case where the user intends to exploit the Copyrighted Work for any other purpose.
- (11) The user shall exploit the Copyrighted Work with the care and diligence of a good manager.
- (12) The user shall not assign or sublease the right to exploit the Copyrighted Work to any third party.

Article 5 (Amendment to License)

1. In case where the contents of the license obtained under Article 3, paragraph 1 might be amended, the User shall submit to the Governor an Application for Amendment to License in the attachment Form No. 4, together with a copy of the original Grant of License to obtain a new license for such an amendment.
2. Article 3 shall be correspondingly applied to an application for amendment to license set forth in the preceding paragraph.

Article 6 (Royalties)

1. Copyright royalties under a license to use the Copyrighted Work (hereinafter referred to as a "Royalties") shall be in an amount calculated in accordance with the attached Schedule, plus an amount of consumption tax calculated by multiplying the said amount of Royalties by the tax rate stipulated in Article 29 of the Consumption Tax Act (Act No. 108 of 1988) and an amount of local consumption tax calculated by multiplying the said amount of consumption tax by the tax rate stipulated in Article 70-4 of Kochi Prefecture Ordinance (Kochi Prefecture Ordinance No. 1 of 1958) (a fraction less than ten yen (¥10), if any, shall be discarded).
2. The User shall pay the Royalties set forth in the preceding paragraph in advance.
3. Notwithstanding the preceding paragraph, the Governor may separately set a due date for payment of the Royalties in case where the Governor specifically acknowledges that such a treatment is necessary.
4. In case where a User fails to pay the Royalties by a designated due date, the Governor may charge the User for a penalty interest on the unpaid amount at an annual rate of fourteen point five percent (14.5%) according to the number of days of the period from the date following the

due date to the date of actual payment.

5. In case where a fraction of a penalty interest set forth in the preceding paragraph is less than one hundred yen (¥100), the said fraction or the said entire penalty interest shall be discarded.
6. Neither Royalties nor penalty interest, once paid pursuant to any of the foregoing paragraphs, shall be refunded for any circumstances.

Article 7 (Reduction or Exemption of Royalties)

The Governor may reduce or exempt the Royalties in any of the following cases where:

- (1) the state, any local public entity, or other public entity or quasi-public entity would offer the Copyrighted Work for public use, for any purpose for the public or for public service;
- (2) a museum, art museum or any institution equivalent to them which is established by the state or any local public entity, or any institution registered under Article 10 of the Museum Act (Act No. 285 of 1951) or designated by a prefectural board of education as an institution equivalent to a museum under Article 29 of the Act would use the Copyrighted Work for the purpose of research study or preparation of catalogs, public relations materials, etc. in connection with an exhibition of works, except for cases where any articles to be distributed for profit, excluding admission tickets or catalogs, are made; or
- (3) in addition to the cases set forth in the foregoing subparagraphs, the Governor specifically acknowledges that reduction or exemption of the Royalties would be necessary.

Article 8 (Termination of License Agreement)

1. The Governor may terminate any license agreement in any of the following cases where:
 - (1) it has come out that the User made a false application;
 - (2) notwithstanding the fact that the contents of a license granted under Article 3, paragraph 1 has been amended, the User fails to submit to the Governor an Application for Amendment to License pursuant to Article 5, paragraph 1;
 - (3) the User violates any of the conditions of the license provided in Article 4;
 - (4) the User does not pay the Royalties or the penalty interest for unpaid Royalties; or
 - (5) in addition to the cases set forth in the foregoing subparagraphs, the Governor acknowledges that it is proper to terminate the license agreement for public interest or for any administrative reason.
2. The Governor shall assume no responsibility for any damage suffered by a User as a result of the termination of the license agreement under the provision of the preceding paragraph.
3. The Governor shall not grant another future license to a person whose license agreement has been terminated pursuant to the paragraph 1.
4. In case where a license agreement is terminated pursuant to the paragraph 1, the User shall immediately stop using the Copyrighted Work and prove to Kochi Prefecture that the User has destroyed any articles or something prepared by the User by using the Copyrighted Work.

Article 9 (Compensation for Damage)

In case where a User does damage to Kochi Prefecture by using the Copyrighted Work for any reason attributable to the User, the User shall compensate for any damage incurred by Kochi Prefecture.

Article 10 (Exemption from Responsibility)

In case where a User's use of the Copyrighted Work infringes any third party's right, the User shall bear the full responsibility for that infringement and hold Kochi Prefecture harmless from any third party's claim.

Article 11 (Governing Law)

Any license to use the Copyrighted Work under this Terms of Use shall be governed by laws of Japan.

Article 12 (Jurisdiction)

The Kochi District Court shall have the exclusive jurisdiction over any dispute arising from or in connection with the Terms of Use in the first instance.

Article 13 (Miscellaneous)

Unless otherwise provided herein, the Governor may determine anything for implementation of the Terms of Use.

Supplementary Provision

Terms of Use shall come into force on November 18, 2013.

Supplementary Provision

Terms of Use shall come into force on May 7, 2014.

Supplementary Provision

Terms of Use shall come into force on March 9, 2015.

Supplementary Provision

Terms of Use shall come into force on March 11, 2016.

Supplementary Provision

Terms of Use shall come into force on February 14, 2018.