

## **IDEAS Program (Online Training) Regulations**

### **Chapter 1 General Provisions**

#### **Article 1 Scope of these Regulations**

These Regulations shall be applied to the IDEAS Program provided over the Internet (hereinafter, “Service”) by the Institute of Developing Economies, the Japan External Trade Organization (hereinafter, “IDE”) to those who have signed up for the use of the Service for training (hereinafter, “Fellows” or “Fellow” as the case may be).

Fellows comprise Overseas Fellows who are selected from among government administrators in Asia, Africa, and other regions, as well as Domestic Fellows in Japan.

#### **Article 2 Service**

The Service provides Fellows with training over the Internet.

#### **Article 3 Fellows**

Fellows shall be those who agree to these Regulations and apply to IDE and receive approval of their application to use the Service, in accordance with the procedures specified by IDE. The applications of Fellows shall be deemed as approved by IDE when IDE completes all the necessary procedures and tasks pursuant to Article 9 hereof.

Fellows for whom approval was withdrawn by IDE in the past may not be given approval.

#### **Article 4 Means of providing the Service**

The Service shall be implemented on a cloud service provided by IDE as well as through electronic mail address designated by IDE.

#### **Article 5 Disapproval and withdrawal of approval of the application for sign-up**

In the case of any of the following, IDE may disapprove, or withdraw its approval of, an application for sign-up for the Service.

1. The Fellow has violated these Regulations.
2. Any false entry, error, or omission has been made with respect to information provided in the application.

3. The Fellow has failed to pay the tuition by the due date specified by IDE after being invoiced by IDE. (Not applicable to Overseas Fellows)
4. Other cases in which IDE has determined it inappropriate to approve sign-up for the Service.

## **Article 6 Notification of changes**

Fellows shall promptly notify any change in their information theretofore provided to IDE.

## **Article 7 Equipment**

Fellows or their institution shall prepare all the necessary equipment for the Service, including communications line, communications equipment, computer, and software, at their own expense.

# **Chapter 2 Application and Sign-up**

## **Article 8 Date of application**

The date on which an applicant files an application for sign-up for the Service via electronic shall be regarded as the date of application.

## **Article 9 Date of sign-up completion**

After an application is received, IDE shall examine the applicant, and, when he/she is selected as a Fellow, confirm and approve his/her intention to use the Service in accordance with the method established separately by IDE (refer to 1. of the Supplementary Notes), and complete all the necessary procedures and tasks for the Fellow's training. The date of completion of the procedures and tasks shall be deemed as the date of sign-up completion.

## **Article 10 Date and time of commencement of the Service**

The Service shall be commenced on the date of sign-up completion or other date and time thereafter designated by IDE.

## **Article 11 Issuance of certificate**

Fellows shall complete the entire curriculum established by IDE. Upon satisfaction of the criteria set by IDE, Fellows shall receive a certificate issued by IDE.

## **Article 12 Training period**

The training period shall be fixed for each course. After the training period is over, Fellows' right to receive the Service shall cease. However, Articles 22 and 23 hereof shall remain effective even after the training period is over.

The training period shall, in principle, not be extended.

## **Article 13 Cancellation of the use of the Service by Fellow**

In the case that a Fellow desires to stop using the Service on or after the date of sign-up completion, he/she shall notify IDE to that effect at least three (3) days prior to the intended date of discontinuing use of the Service via the electronic mail address designated by IDE. Should the use of the Service be cancelled by a Domestic Fellow, the tuition already paid shall not be refunded.

## **Article 14 Suspension or abolition of the Service by IDE**

IDE may, upon advance notice, suspend or abolish the provision of the Service in the middle of the training period signed up for by Fellows. If this is the case, IDE shall notify Fellows to that effect via electronic mail or on its website.

## **Article 15 Ancillary services**

It is Fellows' responsibility and up to their judgement to decide the accuracy of, and whether or not to adopt, answers to Fellows' questions, information and other materials, and advice which may be provided by IDE. IDE shall bear no responsibility whatsoever for any disadvantage that may be caused to a Fellow as a result of or in connection with his/her use of information and/or advice provided by IDE.

## **Chapter 3 Tuition (Applicable only to Domestic Fellows in Japan)**

### **Article 16 Tuition payment method**

The tuition for the Service shall be paid according to the method selected by each Fellow from among the options provided separately by IDE. (Refer to 2. of the Supplementary Notes)

### **Article 17 Refunding of tuition**

In principle, tuition already paid shall not be refunded. This applies even when the Service is suspended or abolished pursuant to Article 14 hereof.

## **Article 18 Change in the amount of tuition**

IDE may change or revise the amount of tuition according to circumstances. Any change in the amount of tuition shall be announced on IDE's website. For Fellows who are already registered at the time when the amount of tuition is changed, the amount before revision shall apply during the rest of the training period for which they have signed up. No additional fees shall be charged, nor will any difference be refunded, to such Fellows.

## **Chapter 4 Account**

### **Article 19 Responsibility for management of account, etc.**

Each Fellow shall manage their accounts and passwords issued by IDE under their own responsibility. IDE shall assume no responsibility whatsoever for any damage incurred by Fellows resulting from the use by a third party or the loss of their accounts and/or passwords. Fellows shall never share their accounts or passwords issued by IDE with any third party, nor shall lend, transfer, or disclose them to any third party. Fellows shall manage their accounts and passwords responsibly to prevent any unauthorized use by a third party of their accounts and/or passwords.

IDE reserves the right to monitor and check the usage of Fellows' accounts as appropriate.

## **Chapter 5 Provisions Regarding the Service**

### **Article 20 Audio and video recording of lectures**

IDE may audio- and video-record the whole or part of each live lecture for the improvement of Service quality and deliver the recordings to absent Fellows at later dates.

### **Article 21 Recommended operating environment**

Fellows shall ensure that their personal computer and other terminal equipment, Internet line, and applications meet the operating environment requirements, including the setup of the application designated by IDE (hereinafter, "Designated Application"), as specified below (hereinafter, "Operating Environment").

Operating Environment

(1) Installation of the Designated Application (which may be changed from time to time)

See the following Zoom sites for details.

<https://zoom.us/>

(2) Setup of microphone and speaker

In the case that Fellows fail to meet the Operating Environment, they may face such problems as audio and/or video breakups and freezes that will make them unable to continue to use the Service in a normal way. Fellows must also note that IDE does not answer any technical inquiries regarding the Operating Environment.

## **Article 22 Copyrights**

(1) Information and materials provided for the Service shall be used by Fellows only and may not be given to any third parties.

(2) Copyrights of video, images, text, and audio used for, and materials related to, lectures of the Service (hereinafter, "Content" or "Contents" as the case may be), whether whole or in part, shall belong to IDE. However, this does not apply to work that is already in a Fellow's possession.

## **Article 23 Secondary use of information**

(1) Unless IDE approves in writing or electromagnetically, the secondary use of any of the Contents, such as reproduction (including but not limited to video and/or audio recording and still image capturing. The same applies hereinafter.), screening, public transmission (including but not limited to making any Content transmittable. The same applies hereinafter.), display, distribution, transfer, renting out, adaptation, and translation, shall be prohibited. Should a Fellow violate this provision, the whole or part of the Service shall be stopped immediately.

(2) The secondary use of any of the Contents, such as reproduction, screening, public transmission, display, distribution, transfer, renting out, adaptation, and translation, without approval from IDE is an act of infringement of IDE's copyrights, and secondary users may be liable to criminal charges. Such an act is also an act of infringement on the right to privacy, right of portrait, and other rights of those who provide the Contents.

## **Article 24 Handling of personal information**

(1) IDE shall adhere to the Privacy Policy adopted by IDE and JETRO overseas offices when using personal information provided by Fellows and their agents at the time of their application for sign-up for the Service. (Refer to 3. of the Supplementary Notes)

(2) IDE may outsource tasks involving personal information to an outside party(ies) when such outsourcing is necessary to provide the Service. If this is the case, IDE shall ensure that the

outside party(ies) will be under its appropriate control by, among other measures, subjecting the party(ies) to confidentiality obligations by contract.

(3) IDE shall not supply a Fellow's personal information to any third parties except in the case of legal obligation or unless the Fellow consents otherwise.

(4) IDE may use and show a Fellow(s)' information and/or visual materials on its advertising media (including Web media). Such information and materials include a Fellow(s)' affiliation, position, and/or nationality and video showing a class(es) during a lecture(s).

## **Article 25 Alteration and validity of the Regulations**

These Regulations set forth the entire agreement between the parties hereto and shall replace any prior agreement and communication between the parties. IDE may change these Regulations in line with any changes of the Service at any time without advance notice. If IDE changes these Regulations, it shall notify the change to Fellows via electronic mail and on its website and cloud platform. When a Fellow uses the Service for the first time after he/she is notified of the change, he/she is deemed to have agreed to the change of the Regulations.

If any provision of these Regulations is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The obligations of Fellows in these Regulations shall survive the termination of the Regulations and continue in full force and effect.

## **Article 26 Matters not covered in the Regulations**

Any matters not provided for in these Regulations shall be determined through mutual consultation between IDE and the Fellow concerned for each case as needed.

# **Chapter 6 Disclaimer and Compensation for Damages**

## **Article 27 Disclaimer**

(1) IDE disclaims and makes no guarantee as to the accuracy, completeness, fitness for a particular purpose, and up-to-dateness of the information provided by the Service. It is each Fellow's responsibility to decide whether or not to adopt the information. IDE shall bear no responsibility whatsoever for any disadvantage that may be caused to a Fellow as a result of or in connection with his/her use of information provided by IDE.

(2) IDE disclaims and makes no guarantee as to the operational stability of the Designated Application, etc. There is a possibility that the Service may become unavailable, interrupted, or unable to provide satisfactory audio and/or video, as well as that a breakdown or malfunction

of a Fellow's personal computer and other terminal equipment and/or related applications may occur, due to a failure of the Designated Application, etc., communication conditions, a Fellow's setup environment, and other reasons. IDE shall bear no responsibility whatsoever for any disadvantage that may be caused to a Fellow as a result of or in connection with such failures.

(3) IDE may change the date(s) and time or the content of the Service, or stop the whole or part of the Service, without prior notice if any of the following occurs. IDE shall bear no responsibility whatsoever for any disadvantage that may be caused to a Fellow as a result of or in connection with such failures.

1. If a natural disaster, fire, power outage, terrorism, war, political unrest, restrictions on entry into the country, infection, labor dispute, or any other uncontrollable event occurs
2. If the need for inspection and maintenance, as well as malfunction, of systems, etc. mentioned in the preceding paragraph occurs or is likely to occur
3. If the circumstances of a Fellow change, such as when a Fellow becomes ineligible to use the Service
4. If a Fellow is found to be, in effect, involved with any antisocial force
5. If a Fellow commits or is suspected of having committed any act in violation of laws and regulations of his/her country and Japan, or any act that is not necessarily a violation of such laws or regulations but that is seriously unethical or has disturbed public order and morality
6. If any event other than those listed in the preceding items that is deemed by IDE as a proper reason occurs

(4) IDE shall observe the security standards provided by its Personal Information Regulations and take appropriate measures in its efforts to protect the Designated Application and other systems, Internet line, etc. from virus infection, unauthorized access, cracking, and other threats (hereinafter, "System Failures").

(5) Notwithstanding the preceding paragraph, in the event of any of the System Failures resulting in a leakage of personal and other information, IDE shall not assume any responsibility to Fellows beyond its obligations set out in the preceding paragraph.

(6) In addition to the preceding disclaimer paragraphs, IDE shall also not take any responsibility for any damage that may be caused to a Fellow during the process from his/her application to use of the Service.

## **Article 28 Compensation for damages**

IDE shall not be liable for any damages caused directly or indirectly to Fellows and/or other third parties as a result of the use of the Service, suspension of the Service, an accident occurred during the use of the Service, and other events, regardless of what and how damages are claimed. Fellows shall agree not to draw IDE into any lawsuit filed by a third party against a Fellow and vice versa in connection with the Service, which includes ones for compensation for damages. In the event that a Fellow causes damage to IDE as a result of his/her act in violation of these Regulations or wrongful or illegal act, IDE may claim reasonable damages against the Fellow.

## **Article 29 Governing law and exclusive court of jurisdiction**

1. Any legal matters concerning and rights and obligations in connection with the Service shall be governed by the laws of Japan. Fellows and IDE hereby agree that all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to the legal relationship and the derivative rights and obligations with respect to the supply of the Services shall be settled by arbitration in Tokyo, Japan, in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall be conducted in English. The Arbitration award rendered shall be final and may be entered in any court having jurisdiction thereof.

## **Supplementary Notes**

1. Method established by IDE for confirming Fellows' intention to use the Service
  - (1) Payment of the tuition by the Fellow (Domestic Fellows)
  - (2) Promise to pay the tuition made by the Fellow via electronic mail or other means of communication (Domestic Fellows)
  - (3) Submission of application documents (Overseas Fellows)
2. Tuition payment method
  - (1) Bank transfer based on invoice from IDE
3. Privacy Policy established by JETRO    <https://www.jetro.go.jp/en/privacy/>

Enactment date: June 2, 2023