

Created: January 5, 2017

Revised: March 4, 2020

UTokyo e-Learning Forum Terms of Use

The UTokyo e-Learning Forum Terms of Use (hereinafter these Terms of Use) set forth the terms that should be observed and adhered to by all users of the UTokyo e-Learning Forum (hereinafter the UTokyo eLF), provided by the University of Tokyo (hereinafter the University).

The UTokyo eLF is an authentication platform with learning management functions for sharing education and research content. The content is classified into that open to the general public (hereinafter open content) and that closed to the general public which may be accessed only by persons with a UTokyo eLF user ID and usage rights (hereinafter closed content). For instructions on obtaining a user ID, refer to the separately published “About the UTokyo eLF User ID.”

The UTokyo eLF uses the Canvas open-source learning management system by Instructure Inc.. For instructions on using Canvas, follow the “Canvas Terms of Use.”

By using the UTokyo eLF, you signify that you agree to be bound by these Terms of Use.

1. Definitions

The following definitions apply to the terms used in these Terms of Use.

- a. Project administrators: Project administrators of the UTokyo eLF. Project administrators are persons belonging to an internal organization of the University or permitted by the University who are screened and authorized by the University’s Center for Research and Development of Higher Education (hereinafter the Center) to use the UTokyo eLF, and who have concluded an agreement with the Center concerning usage of the UTokyo eLF.
- b. Registered users: Users with a UTokyo eLF user ID and usage rights. Registered users are granted a user ID and usage rights by a project administrator, and may access open content as well as closed content within the scope of their usage rights.
- c. General users: Users without a UTokyo eLF user ID or usage rights. General users may access open content.

2. Ownership of rights

(1) Copyright and other intellectual property rights to the UTokyo eLF platform are owned by the University and the joint developer.

(2) Copyright and other intellectual property rights to open content and closed content (hereinafter content) uploaded to the UTokyo eLF are owned by the creator of the content. Copyright and other intellectual property rights to third-party works included in the content, however, are owned by the respective third parties.

3. Usage rights

(1) No project administrator, registered user, or general user may reproduce, transfer, lease, publicly transmit, or otherwise use the UTokyo eLF platform in any manner not consented to by the University.

(2) No project administrator, registered user, or general user may use or modify the names “UTokyo e-Learning Forum,” “UTokyo eLF,” and “UTeLF” without permission from the University.

(3) Usage of the content should follow the instructions provided by a project administrator. With content including third-party works, however, consideration must be given so as not to infringe the copyright or other intellectual property rights, or the personality rights or other rights, of the respective third parties.

4. Management of user ID

(1) Project administrators, registered users, and general users must manage their user ID and password taking sufficient care to prevent unauthorized use by other persons.

(2) Usage of user ID and password is limited to the project administrator or registered user to whom they are granted. No user ID or password should be delegated or transferred to any third party.

5. Termination of usage

(1) The period during which a project administrator may use the UTokyo eLF follows the details provided in the user application form. The University may delete any content released under the supervision of a project administrator whose valid period of usage has expired. Continued use of the UTokyo eLF after the valid period of usage has expired requires re-submission of a user application form.

(2) The terms and means for terminating access to the UTokyo eLF by a registered user should follow the arrangement agreed upon between the project administrator and the registered user.

(3) In the event of a breach of these Terms of Use by a project administrator or a registered user, the University may restrict or terminate use of the UTokyo eLF by that project administrator or registered user, and may delete the user ID, usage rights, and content of that project administrator or registered user.

(4) In the event of a breach of these Terms of Use by a general user, the University may restrict or terminate use of the UTokyo eLF by that general user.

6. Copyright clearance for content

With content including third-party works, copyright clearance procedures should be followed at the responsibility of the project administrator before the content is uploaded to the UTokyo eLF so as not to infringe the copyright or other intellectual property rights, or the personality rights or other rights, of the respective third parties. For instructions on copyright clearance procedures, refer to the separately published “Copyright Clearance Processing Guidelines.”

7. Security

Before uploading content to the UTokyo eLF, project administrators and registered users should ensure that the content is free of viruses.

8. Modification and termination of services

The University reserves the right to modify or terminate any service of the UTokyo eLF, and to add, modify, or delete any content, function, or address of the UTokyo eLF, including these Terms of Use, at any time without prior notice to project administrators, registered users, and general users.

9. Disclaimer

(1) The University makes no warranties of any kind, whether express or implied, concerning the accuracy, completeness, quality, fitness for a particular purpose, commercial feasibility, or non-infringement of rights of the UTokyo eLF or any other related information.

(2) Any damages arising from mismanagement of a user ID or password by a project administrator or registered user are the responsibility of the project administrator, and in no way the responsibility of the University. Should the University incur any damages, the University may claim compensation from the project administrator.

(3) Any infringement of copyright or other intellectual property rights, or the personality rights or other rights, of a third party by a project administrator, registered user, or general user is the responsibility of the project administrator, and in no way the responsibility of the University.

(4) Any damages arising from virus-infected content uploaded by a project administrator or registered user are the responsibility of the project administrator, and in no way the responsibility of the University. Should the UTokyo eLF require any repairing as a result, the University may claim compensation from the project administrator.

(5) The University assumes no responsibility for any damages caused to project administrators, registered users, or general users resulting from the modification or termination of any service of the UTokyo eLF.

10. Protection of personal information

The University shall not use for purposes other than to manage the UTokyo eLF any personal information of project administrators, registered users, and general users obtained through use of the UTokyo eLF.

11. Governing law and jurisdiction

- (1) These Terms of Use are governed by and interpreted based on the laws of Japan.
- (2) Any dispute arising in relation to these Terms of Use shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.