Form 3-2 (Related to Article 8, Clause 4)

Agreement Form for Use of Confidential Datasets
(For Developed Confidential Datasets)

To: <Name of RIETI Chairman>

   Chairman, Research Institute of Economy, Trade and Industry

<div style="text-align:right; border:1px solid; display:inline-block;">*Please sign here by hand in ink.*</div>

Signature: *John A. Smith* ◄

Name of User (Print):   John A. Smith

Title & Affiliation: *Professor, XYZ Research Center, ABC University*

Date: *xx xx, 20xx*   *(Please spell out the month in all references to the date.)*

I hereby declare the following in relation to the use of [***2007, 2009, 2011, and 2013 JSTAR (Japanese Study of Aging and Retirement)—High Level datasets****; corporate document No.YYYYMMDD-XX*] (hereinafter the "Confidential Datasets") developed by the Research Institute of Economy, Trade and Industry (hereinafter "RIETI").

1.   I have read the RIETI Regulations Regarding the Protection and Management of Confidential Datasets and the Terms and Conditions of Use stipulated by RIETI; fully understood their contents; and shall comply with all such terms and conditions as the user of such Confidential Datasets.

2.   I shall handle the Confidential Datasets with utmost care to ensure their confidentiality and comply with the following matters:

   1)   Only use the Confidential Datasets at the location(s) specified in the Terms and Conditions for Use of Confidential Datasets and will not remove them or the PC being used from such location(s) except when returning such datasets;

   2)   In no way transfer or otherwise provide or leak to another party the Confidential Datasets or data arising from the modification or editing thereof.

   3)   Return and/or dispose of the Confidential Datasets or data arising from the modification or editing thereof by the completion of the approved period of use.

   4)   Accept inspections regarding the management of the Confidential Datasets conducted by RIETI at any time;

5) Promptly notify RIETI in the case that an accident or disaster in relation to the Confidential Datasets occurs; and

6) The PC containing the Confidential Datasets has the latest firewall or other antivirus software installed. It does not have file-sharing software installed.

3. In the event that I violate 2. 1)–5) above, I shall abide by the following.

Immediately comply with the request from RIETI to terminate use, return, and/or dispose of the Confidential Datasets, if asked. I shall also bear responsibility for compensating RIETI for any damages it incurs as a result of such violation

4. Japanese laws and regulations shall apply to any disputes arising from and associated with such violation. The Tokyo District Court shall have exclusive jurisdiction of the first instance over such violation.

5. I shall create records of the receipt, use, management, destruction, and return of the Confidential Datasets and keep such records for a period of one year after the completion or termination of using the datasets, and shall cooperate in good faith when RIETI conducts audits or inspections.