

Terms and Conditions for the Provision of Questionnaire Information

Established May 1, 2019
Amended August 1, 2019
National Statistics Center

(General Provision)

Article 1 Any person who requests to be provided with questionnaire information (hereinafter referred to as the "Applicant"), every individual who handles questionnaire information upon request from an Applicant (hereinafter referred to as the "User"), and the National Statistics Center, which provides questionnaire information (hereinafter referred to as the "Provider"), shall, pursuant to these Terms and Conditions and the Request Documents (which include the Application Form for the Provision of Questionnaire Information, the Request Form for the Provision of Questionnaire Information, and their appended documents), execute this Agreement (an information usage agreement composed of these Terms and Conditions and the Request Documents) in compliance with the laws and regulations of Japan.

- (2) To seek provision of any questionnaire information, an Applicant shall submit a Request Form for the Provision of Questionnaire Information. When submitting a request pursuant to Article 33-2, Paragraph 1 of the Statistics Act (Act No. 53 of 2007; hereinafter referred to as the "Act"), the Applicant shall also pay the fee determined by the Provider based on the actual cost required for the work to provide the questionnaire information in accordance with the payment method and payment deadline designated by the Provider in the Letter of Acceptance. The Provider shall then provide the questionnaire information stated in the Request Form for Provision of Questionnaire Information to the Applicant.
- (3) Unless otherwise stipulated in the Act, the Cabinet Order for Enforcement of the Statistics Act (Cabinet Order No. 334 of 2008), the Regulation for Enforcement of the Statistics Act (Order of the Ministry of Internal Affairs and Communications No. 145 of 2008), these Terms and Conditions or the Request Documents, all means necessary to provide questionnaire information shall be stipulated by the Provider under its authority.
- (4) All requests, notices, reports, applications, acceptances, and termination set forth in these Terms and Conditions shall be made in writing.
- (5) The language and currency used by the Users and the Provider for the execution of this Agreement shall be Japanese and Japanese currency.
- (6) This Agreement shall be governed by the laws and regulations of Japan.
- (7) The Tokyo District Court in Japan shall be the exclusive court of jurisdiction for all disputes (including court arbitration procedures) related to this Agreement.

(Restrictions on Use)

Article 2 When using questionnaire information, Users shall be subject to the restrictions listed below.

- (i) The use of questionnaire information shall be limited to the scope stated in the Request Documents. It is strictly prohibited to allow any third party that is not specified in the Request Documents to use questionnaire information through transfer, lending, or other any means.
- (ii) Users are not permitted to conduct research that identifies specific individuals or business entities or related information using the questionnaire information.

(Entrustment of Statistics-Related Tasks)

Article 3 When an Applicant delegates some tasks that are necessary for producing statistics or conducting statistical research using the questionnaire information to any third party specified in the Request Documents, the Applicant shall confirm in advance the measures that will be taken by the entrusted party to ensure appropriate management of the questionnaire information, and shall perform necessary and appropriate supervision of the entrusted party.

Attached to Annex 6 (Terms and Conditions for the Provision of Questionnaire Information)

(2) Subcontracting by the entrusted party stated in the preceding paragraph shall not be permitted.

(Change to the Request Documents)

Article 4 When a User needs to make changes to the Agreement's provisions including tasks to be performed, the deadline, or other conditions for their own convenience, they shall make a request to the Provider and obtain its acceptance.

(2) When the Provider provides an explanation and asks the User to make some changes in the content of the submitted Request Documents due to misrepresentation or false information contained in the Documents, the User shall accept the changes.

(3) In the cases prescribed in the preceding two paragraphs, the fees already paid shall not be refunded.

(Publication of the Status of Questionnaire Information Provision)

Article 5 When the Provider has provided some questionnaire information to an Applicant, the Provider shall publicize the name of the person/organization that has received the questionnaire information using the Internet or other appropriate measure(s) in compliance with applicable laws and regulations.

(Usage Period)

Article 6 Any User shall be permitted to use provided questionnaire information only within the period stated in the Request Documents.

(2) If the User needs to use the questionnaire information beyond the allowed usage period, the User shall apply to the Provider for an extension before the given usage period ends.

(Audit)

Article 7 Any User shall comply when the Provider or another entity conducts an audit on how the User has used the questionnaire information.

(2) When conducting the aforementioned audit, the Provider or other entity shall notify the User of the audit in advance, as needed.

(Extension of the Execution Deadline)

Article 8 In cases where it is likely that the execution of the Agreement will be delayed due to a natural disaster or other force majeure event, the Provider may request to extend the deadline for execution of the Agreement by promptly submitting a document to the User that clarifies the reason for the delay.

(2) Upon receiving such a request, the User, in consultation with the Provider, shall determine the number of days for the extension.

(Disclosure of Questionnaire Information)

Article 9 If any actual or suspected disclosure of questionnaire information due to the User's carelessness or other reasons is found, the User shall promptly report it to the Provider and follow the Provider's instructions.

(Processing After Use)

Article 10 The User shall, by the end of the usage period for the questionnaire information, submit the produced statistics or the results of the statistical research conducted along with an information usage report (including the status of measures taken on the questionnaire information after use) and the questionnaire information management logbook.

- (2) If it becomes difficult to accomplish the planned research or education due to any truly unavoidable reason, such as the death of the User, dissolution of an involved corporate organization, or cancellation of the research plan, the User shall promptly notify the Provider by submitting a report that clarifies the reason.
- (3) In the cases prescribed in the preceding two paragraphs, the fees already paid shall not be refunded. In addition, the User shall pay any unpaid fees immediately.

(Publication of Results)

Article 11 The User shall publish the statistics produced or the results of the statistical research conducted with the questionnaire information in ways that have been identified in the Request Documents.

- (2) At the time of publication, the User shall clearly state that the published statistics or results of the statistical research have been produced and processed by the User using questionnaire information provided by the Provider in order to clarify that the results are not produced or published by any administrative organ or specified incorporated administrative agencies, etc.
- (3) When the User is unable to publish results as set forth in Paragraph 1 within the specified period, the User shall report the reason to the Provider along with the results that have been produced thus far. When the Provider deems it necessary, the publication deadline may be extended.
- (4) Based on the report and related documents submitted pursuant to Paragraph 1 of this Article, the Provider shall publicize the results produced with the questionnaire information pursuant to applicable laws and regulations. In this case, the Provider shall consult with the User on the timing of the publication so as not to impair the rights and interests of the User.

(Termination)

Article 12 The Provider may terminate this Agreement if any of the following reasons apply.

- (i) When the User has committed an act that violates this Agreement and the act has not been corrected even after notifying the User of the violation and giving them a considerable period of time for correcting the violation;
 - (ii) When the User has committed gross negligence or breach of trust; or
 - (iii) When the Provider deems it appropriate to terminate the Agreement due to misrepresentation in the Request Documents or other reasons under the User's responsibility.
- (2) If an Agreement is terminated for the aforementioned reasons, the fee already paid shall not be refunded. In addition, the User shall pay any unpaid fees immediately.

(Measures to be Taken in Case of Violations)

Article 13 If the User is found to have violated applicable laws or regulations or these Terms and Conditions, the Provider shall take the following measures in addition to the penalties stipulated by the laws and regulations.

- (i) To have the User quit using the questionnaire information at the time that the violation is found.
 - (ii) Not to accept any request from the User for provision of questionnaire information, for production of statistics or other related activities by entrustment, or for provision of anonymized data for the periods stipulated in the Appendix Table.
 - (iii) Information on any violation that the User has committed shall be shared by all administrative organs and specified incorporated administrative agencies, etc. that are responsible for statistical surveys conducted under laws and regulations and the National Statistics Center that has been entrusted to perform questionnaire information provision tasks by such organizations.
- (2) The Provider shall also take the measures set forth in item (i) of the preceding paragraph when a User that is provided with questionnaire information from other administrative agencies or specified incorporated administrative agencies etc. under Article 33 or 33-2 of the Act, statistical data

produced by entrustment under Article 34 of the Act, or anonymized data under Article 36 of the Act is identified to have violated laws or regulations related to the said information provisions or violated the Terms and Conditions or the Agreement, and when penalties stipulated by applicable laws or regulations have been imposed on the User and the measures stipulated in the Terms and Conditions are taken.

- (3) The User shall agree that the measures set forth in the preceding two paragraphs will apply.

(Ensuring information security)

Article 14 In order to ensure information security, the Provider shall take the following monitoring measures:

- (i) Remote view camera
- (ii) Access log (the names of the accessed files and the names of the application software used for the access)

- (2) If the Provider identifies a problem in the course of monitoring, the Provider shall promptly shut off any access to the central data management facility. The User shall not seek compensation from the Provider in the event of damage.

(Disclaimer)

Article 15 The Provider shall not be liable to Users if any disadvantage or loss occurs due to the use of the questionnaire information by the Users. However, if the Provider violates this Agreement, or if the provided questionnaire information is found to be defective due to the Provider's intentional or gross negligence, the User can request that the Provider refund fees already paid.

- (2) The Provider shall not be liable for any problems between the User and any third party, such as infringement of rights, in relation to the statistical data produced by the User with questionnaire information.

(Ownership of Statistics Produced with Questionnaire Information)

Article 16 The User shall not exercise any ownership, design right, copyright, or moral rights of the statistics produced with questionnaire information provided.

(Confidentiality)

Article 17 The User and the Provider shall not provide any confidential information about the other party that they come to know through the execution of this Agreement to any third party or use the information for other purposes without the consent of the other party, except as required by law.

(Amendment)

Article 18 When these Terms and Conditions are amended, as a general rule, the Provider asks the User to consent to the amendment by resubmitting a written pledge. If consent is not obtained by the enforcement date of the amended Terms and Conditions, the use of questionnaire information by the User can be suspended until consent is obtained.

- (2) Notwithstanding the preceding paragraph, for slight amendments to laws or regulations or the Guidelines on Provision of Questionnaire Information (Decree of the Director-General for Policy Planning in charge of statistical standards of the Ministry of Internal Affairs and Communications of December 24, 2008) that do not affect their content substantially, such as changes in the terminology, and do not cause any problems in protecting the interests of the User, the following procedure will be carried out regardless of the preceding paragraph.

- (i) The Provider will notify Applicants of the amendment by posting the amended Terms and Conditions on the relevant web page on the micro data portal site or any other measure that the Provider deems appropriate.

- (ii) When the Applicant is notified of the amendment to these Terms and Conditions by the Provider, the Applicant shall promptly inform the Users of the amendment.
- (iii) When the amendment of these Terms and Conditions are publicized as set forth in Item (i) of this paragraph and the User uses the questionnaire information after the enforcement date of the amended Terms and Conditions, the User is deemed to have agreed to the amendment of the Terms and Conditions and the amended Terms and Conditions shall come into effect between the Provider and the User.

(Others)

Article 19 When any doubt or dispute arises regarding matters not stipulated in this Agreement or the interpretation of the provisions stipulated in this Agreement, the User and the Provider shall resolve them with good faith consultations.

Supplementary provisions

These Terms and Conditions will come into effect on August 1, 2019.

Appendix Table

Requirements for measures to be taken	Period
① When content of the questionnaire information is inappropriately disclosed	From 1 month to 12 months from the date of the event identified
② When the User uses questionnaire information for any purpose other than the approved purpose	From 1 month to 12 months from the date of the event identified
③ Any other violation of laws or regulations, breach of agreement, or act to damage the trust of the Japanese people	A period determined by the Provider on a case-by-case basis