

Application Terms

Effective as of March 2, 2026

Application Terms for the Practical Faculty Development (FD) Program

These Application Terms set forth the terms and conditions for applications for the Practical Faculty Development (FD) Program (hereinafter referred to as the “Program”) provided by The Ritsumeikan Trust (hereinafter referred to as the “University”). Before applying, please read these Application Terms carefully and apply only after fully understanding their contents.

Article 1 (Scope of Application)

1. These Application Terms shall apply to both organizational applications and individual applications.
2. Participants in the Program shall be subject to the “Terms of Enrollment for the Practical Faculty Development (FD) Program” separately prescribed by the University.

Article 2 (Definitions)

In these Application Terms, the meanings of the following terms shall be as set forth below:

- (1) “**Contracting Party**” shall mean an organization or individual that applies to use the Program by the method prescribed by the University after agreeing to these Application Terms, and whose application is accepted by the University.
- (2) “**Participant**” shall mean an individual who actually participates in the Program.
- (3) “**Organizational Application**” shall mean an application procedure conducted on an organizational basis by a university, higher education institution, or other organization.
- (4) “**Individual Application**” shall mean an application procedure conducted by the Participant himself or herself.
- (5) “**Organizational Administrator**” shall mean, in the case of an Organizational Application, an individual belonging to the Contracting Party who is granted authority to register and manage Participants.
- (6) “**Seat**” shall mean the right of participation corresponding to one Participant.

Article 3 (Application and Formation of Contract)

1. A person wishing to use the Program shall confirm and agree to these Application Terms and apply in accordance with the procedures prescribed by the University. A contract for use of the Program (hereinafter referred to as the "Agreement") shall be formed when the University accepts such application; provided, however, that in the case of an Organizational Application, the University's acceptance shall be deemed given upon the opening of the page for Organizational Administrators.
2. The University may decline to accept an application if the applicant has previously violated applicable terms or if the University determines that acceptance would interfere with its business operations.
3. The Contracting Party must not resell or transfer to any third party the right to participate in the Program, whether for consideration or free of charge.

Article 4 (Method of Notice)

1. Notices from the University to the Contracting Party shall be given by e-mail. In the case of an Organizational Application, notice shall be deemed completed when sent to the e-mail address of the Organizational Administrator; in the case of an Individual Application, notice shall be deemed completed when sent to the Participant's e-mail address.
2. If there is any change to the contact information, the Contracting Party shall promptly notify the University thereof. In such case, the University may, as necessary, require submission of documents evidencing such change.
3. If any notice is delayed or fails to reach the recipient because the notice under the preceding paragraph was not given, such notice shall be deemed to have arrived at the time when it would ordinarily have arrived.

Article 5 (Fees and Payment Method)

1. Fees and related charges shall be as set forth in the fee schedule posted on the University's website.
2. The payment method shall be credit card payment for Individual Applications and bank transfer (invoice payment) for Organizational Applications. Bank transfer fees shall be borne by the Contracting Party.
3. Except where attributable to reasons for which the University is responsible, fees and related charges already paid shall not be refunded.

4. Even if a period during which participation becomes impossible occurs due to system maintenance, communication failures, or other similar events, the University shall not provide any refund or reduction of fees and related charges, nor extend the period of use; provided, however, that if a state in which participation is impossible continues for a prolonged period due to reasons attributable to the University, the University shall consider an extension of the period of use or other reasonable alternative measures.

Article 6 (Management Responsibility)

1. One account shall be issued per Participant, and only the Participant may use that account.
2. In the case of an Organizational Application, the Contracting Party shall be responsible for informing Participants in advance of the contents of the “Terms of Enrollment for the Practical Faculty Development (FD) Program” and causing them to comply therewith.
3. The valid period of a Seat in the Program shall be from the date of registration of the Participant until the end of the academic year to which such registration date belongs, and once a Participant has been registered, such Participant may not be changed to another person during that academic year for any reason whatsoever, including, without limitation, assignment of the account, substitution, or reallocation of the Seat.
4. If a Participant violates any applicable terms and causes damage to the University or a third party, the Contracting Party shall be jointly and severally liable with such Participant for compensation for damages. Such damages shall include reasonable expenses incurred by the University for investigation, response, and related matters.

Article 7 (Subcontracting)

1. The University may subcontract to a third party all or part of the operations relating to the provision of the Program under the responsibility of the University.

Article 8 (Handling of Personal Information and Participation Data)

1. The University shall appropriately handle the personal information provided to the University by the Contracting Party at the time of application and the personal information of Participants in accordance with the Act on the Protection of Personal Information, the University’s Privacy Policy, and the Personal Information Protection Regulations of The Ritsumeikan Trust.

2. The University shall acquire and use the personal information of Participants for application processing, contract administration, invoicing and payment settlement, communications and responses to inquiries, pass/fail determinations, completion determinations, implementation of peer review, operation and improvement of the Program, analysis of usage trends, and preparation of statistical materials. Statistical materials shall be prepared in a manner that does not identify individuals.
3. The University shall acquire and use Participants' learning status data (including viewing logs, progress, test results, submitted assignments, comments made in peer review, and survey responses) for operation of the Program, internal and external publicity, analysis, improvement, pass/fail determinations, completion determinations, implementation of peer review, reporting and publication concerning the Program, and preparation of statistical materials.
4. In the case of an Organizational Application, the University may disclose part of the participation status (including VOD viewing status) to the Organizational Administrator of the relevant organization within the scope prescribed by the University, and the Organizational Administrator may confirm part of the participation status of Participants belonging to such organization within the scope prescribed by the University.

Article 9 (Issuance of Open Badge)

1. The University shall award an Open Badge as a digital credential to Participants who satisfy the completion requirements of the Program.
2. The Contracting Party shall agree that personal information of Participants necessary for the issuance of the Open Badge may be provided by the University to an external organization (Open Badge Network Foundation).

Article 10 (Intellectual Property Rights)

1. Copyrights in videos, teaching materials, materials, and other content provided through the Program shall belong to the University or to a third party holding legitimate rights thereto.
2. The Contracting Party and Participants may not use, for any purpose other than participation in the Program, any videos, teaching materials, materials, or other content provided through the Program, including by reproduction, reprinting, alteration, or public transmission.

Article 11 (Prohibited Acts)

1. The Contracting Party and Participants must not engage in any of the following acts:
 - (1) disclosing, lending, or transferring to any third party the account or password for the page for Organizational Administrators;
 - (2) unauthorized copying or downloading of the Program content, or posting it on social media or elsewhere;
 - (3) unauthorized access, automated acquisition through programs or otherwise (scraping), any other act that the University reasonably determines to be improper, or any act similar thereto;
 - (4) unauthorized access to the system or acts that impose an excessive load on the system;
 - (5) defamation of, or acts contrary to public order and morals toward, other Participants, instructors, or the University.

Article 12 (Interruption, Suspension, and Termination of Provision)

1. The University may temporarily interrupt the provision of the Program due to system maintenance, natural disasters, communication failures, or other force majeure events.
2. If the Contracting Party violates these Application Terms, the University may immediately terminate the Agreement and suspend provision of the Program without any prior demand.

Article 13 (Exclusion of Anti-Social Forces)

1. The Contracting Party represents and warrants that neither it itself (including, in the case of an organization, its officers and Organizational Administrator) nor any Participant falls under anti-social forces, and that none of them is involved in providing funds or similar support to anti-social forces. If any violation of the foregoing is discovered, the University shall immediately terminate the Agreement without prior demand.

Article 14 (Damages)

1. If a Participant violates these Application Terms or the Terms of Enrollment and thereby causes damage to the University or a third party, the Contracting Party shall be jointly and severally liable with such Participant for compensation for damages. Such damages

shall include reasonable expenses incurred by the University for investigation, response, and related matters.

2. If the Contracting Party suffers damage due to the intentional misconduct or gross negligence of the University, the University shall be liable to compensate for such damage. In such case, regardless of the cause of action, the amount of damages for which the University is liable shall be limited to an amount equivalent to the fees paid by the Contracting Party for the relevant academic year.

Article 15 (Governing Law and Agreed Jurisdiction)

1. These Application Terms shall be governed by the laws of Japan, and the Kyoto District Court shall have exclusive agreed jurisdiction as the court of first instance over all disputes relating to the Agreement.