

Pre-arrival Japanese Language Program for UTokyo Students (UTokyo Pre-arrival JLP)
Terms and Conditions

Attendance in the "Pre-arrival Japanese Language Program for UTokyo Students " (hereinafter referred to as "UTokyo Pre-arrival JLP ") conducted by the University of Tokyo shall be governed by these Terms and Conditions (hereinafter referred to as "Terms"). If there is any discrepancy between the “details of the recruitment of students for UTokyo Pre-arrival JLP” (hereinafter referred to as "Application Guidelines") posted on the website of the Center for Global Education, University of Tokyo and these Terms, the Application Guidelines shall take precedence. In addition, any matters not provided for herein shall be determined in accordance with the relevant laws and regulations and generally established practice.

Article 1. (Application and Conclusion of Agreement)

- 1 Applicants for UTokyo Pre-arrival JLP must confirm the information specified in the Application Guidelines and submit a document at the time of application stating the desired course name(s), their name, contact information, school/faculty/institute at UTokyo that granted admission, and other information specified by the University of Tokyo. The application fee must be paid during the application period.
- 2 After the application is made pursuant to the preceding paragraph, the University of Tokyo shall notify each student (hereinafter referred to as "Student") who has been determined to be eligible to take the UTokyo Pre-arrival JLP through the prescribed procedures. A student agreement (hereinafter referred to as "Student Agreement") for UTokyo Pre-arrival JLP shall come into effect between the University of Tokyo and the Student at the time when the program fee (including consumption tax but not including any extra charges such as handling fees) is paid by the Student by the payment due date specified in the letter of Confirmation of Acceptance. In the case where the Student fails to pay the program fee by the payment due date and if the Student still fails to make payment within 7 days after a notice is sent from the University of Tokyo to the Student, the agreement will not come into effect.

Article 2. (Cancellation of Agreement)

- 1 The University of Tokyo may cancel the Student Agreement after explaining the reason to the Student before or after the start of UTokyo Pre-arrival JLP if any of the following applies:
 - (1) The Student does not meet the requirements for taking the program specified in advance by the University of Tokyo;

- (2) As a result of the examination under the "The University of Tokyo Security Export Control Regulations" provided by the University of Tokyo, any matter regulated under the Foreign Exchange and Foreign Trade Control Act is determined to be applicable;
 - (3) The University of Tokyo determines that the Student is unable to participate in the UTokyo Pre-arrival JLP due to illness, absence of a required caregiver, or other reasons;
 - (4) The University of Tokyo determines that the Student may cause inconvenience to other students or hinder the smooth implementation of the program;
 - (5) The Student requests that the University of Tokyo bear a burden beyond a reasonable extent with regard to the contents of the agreement;
 - (6) The minimum number of participants required for UTokyo Pre-arrival JLP prescribed by the University of Tokyo has not been reached; or
 - (7) It becomes, or is highly likely to be, difficult or impossible to hold UTokyo Pre-arrival JLP due to a natural disaster, war, epidemic, riot, government order, or any other reason.
- 2 The Student may cancel the Student Agreement at any time. However, the application fee and/or the program fee will not, in principle, be refunded except in the following cases:
- (1) It becomes impossible to implement UTokyo Pre-arrival JLP for reasons attributable to the University of Tokyo; or
 - (2) Any of the items (2), (6) and (7) of the preceding paragraph applies.

The processing fees for refunds may be borne by the Student or the University of Tokyo as the case may be.

Article 3. (Prohibition of Assignment, etc., of Rights and Obligations)

Neither the University of Tokyo nor Student shall assign the claims or obligations arising from the Student Agreement, or the contractual position, to any third party without prior consent of the other party.

Article 4. (Compensation for Damages)

The Student shall compensate the University of Tokyo for any damages the Student may cause to the University of Tokyo due to violation of these Terms or the provisions of laws and regulations.

Article 5. (Intellectual Property Rights)

Copyright and other intellectual property rights of the lectures and course materials used by the lecturers of UTokyo Pre-arrival JLP shall belong to the University of Tokyo or a person designated by the University of Tokyo (excluding any citations, etc., in course materials and lectures in which intellectual property rights belong to third parties). Provision of course materials and lectures shall

not constitute an assignment or license of copyright or other intellectual property rights to the Student. The Student shall not reproduce, alter, distribute, publicly transmit all or part of such course materials or otherwise commit any act that infringes the copyright or other intellectual property rights or moral rights of the University of Tokyo or a person designated by the University of Tokyo.

Article 6. (Handling of Personal Information)

- 1 The University of Tokyo shall use the personal information acquired from the Student for the operation of UTokyo Pre-arrival JLP and provide it to third parties designated by the University of Tokyo to the extent necessary for such operation.
- 2 In addition to the preceding paragraph, the handling of the Student's personal information shall be confirmed in the "Consent Form" submitted by the Student at the time of application for UTokyo Pre-arrival JLP.

Article 7. (Agreed Jurisdiction)

The Tokyo District Court shall be the exclusive court of jurisdiction in the first instance with respect to any disputes between the Student and the University of Tokyo.

Article 8. (Consultation)

Any matters not provided for in these Terms shall be determined by the University of Tokyo and the Student in consultation with each other, if necessary.

Article 9. (Effective Term of Student Agreement)

The effective term of the Student Agreement shall commence upon conclusion of the agreement in accordance with Article 1, paragraph 2, and terminate at the end of the UTokyo Pre-arrival JLP stated in the Application Guidelines. However, the provisions of Articles 4 through 7 of these Terms shall remain in full force and effect even after the termination of the agreement.

Article 10. (Amendments to Terms)

Terms are subject to amendment without notice. The amended Terms shall become effective when they are posted on the University of Tokyo's website.