

# Terms of Use for Data and Agreement

These Terms of Use for Data (hereinafter, these Terms) set forth the terms and conditions of use for experimental data, input data for numerical simulation and related data (hereinafter, the Data) provided by NIPPON KAIJI KYOKAI (hereinafter, ClassNK). These Terms shall apply to all Users of the Data..

## Article 1. Terms of use of the Data

1. The Data are provided for validation and evaluation of the User's program, and the User shall not sell, transfer, rent, license the Data to any third party, nor otherwise use the Data for commercial purposes.
2. The User shall use the Data at their own discretion and responsibility and shall bear full responsibility for the use of the Data and the results thereof.
3. The User shall specify the following references when using the Data:

### (Reference)

- 1) K. Takeda, S. Matsui, K. Sugimoto, A study on validation of linear seakeeping codes with benchmark tanka tests for container ship and VLCC, Proceedings of the ASME 2024 43rd International Conference on Ocean, Offshore and Arctic Engineering (OMAE), 2024.
- 2) S. Matsui, K. Takeda, K. Sugimoto, Difference in ship response in waves between strip and 3D methods based on integrated formulation, Ocean Engineering 305, 2024.
- 3) ClassNK website (URL of the site)

## Article 2. Intellectual Property Rights

All intellectual property rights, including any copyrights, trademarks, etc. for the Data remain the sole property of ClassNK. The Users are only granted non-exclusive right to use the Data in accordance with these Terms.

## Article 3. Disclaimer

1. ClassNK makes no warranty that the Data will be free from defects regarding the accuracy or completeness of the Data.
2. Neither ClassNK nor any of its officers or employees shall be liable for any damages, etc. incurred by the Users or a third party arising out of or in connection with the use of or inability to use the Data.
3. Either ClassNK or any of its officers or employees shall not be obliged to maintain the Data or deal with any defects.

## Article 4. Amendments

ClassNK reserves the right to amend or change these Terms from time to time. In such case, the terms and conditions for the Users shall be governed by the amended Terms.

## Article 5. Suspension or termination of the use of the Data by ClassNK

1. If any of the following events set forth below occur to the User, ClassNK may immediately suspend or

terminate the use of the Data by the Users without any notice or demand and any compensation:

- (1) If the User breaches these Terms;
  - (2) If a petition is filed to the User for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or other similar insolvency proceedings, or the assets of the User become subject to provisional seizure, provisional disposition, or compulsory execution by a third party;
  - (3) If the User is discovered to have a relationship with Anti-Social Forces; or
  - (4) If it is judged to be inappropriate by ClassNK that the User continues to use the Data.
2. Neither ClassNK nor any of its officers or employees shall be liable for any damages, etc. incurred by the Users as a result of any action taken by ClassNK in accordance with paragraph 1.

#### Article 6. Treatment of personal information

ClassNK shall handle personal information provided by Users in accordance with the privacy policy posted on its website.

#### Article 7. Governing law

These Terms shall be governed by and construed in accordance with the laws of Japan.

#### Article 8. Dispute Resolution

1. Any and all disputes arising out of or in connection with these Terms or the use of the Data shall be submitted by each party to the Tokyo Maritime Arbitration Commission of the Japan Shipping Exchange, Inc. while designating Tokyo as the seat and place of arbitration. The award given by an arbitrator(s) shall be final and binding upon both parties.
2. The selection of an arbitrator(s), arbitration procedure and any other matters related to arbitrations shall be addressed pursuant to the Rules of Arbitration of the Tokyo Maritime Arbitration Commission of the Japan Shipping Exchange, Inc.
3. Notwithstanding the provisions of the preceding paragraphs, the Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes arising out of or in connection with these Terms or the use of the Data between ClassNK and Users whose head office is located in Japan.

#### Article 9. Consultations

Any matter not stipulated in these Terms shall be resolved through good faith consultation between ClassNK and the Users.

Your name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Purpose of use: \_\_\_\_\_

(Example: For development of a sea keeping analysis code)

Data you need:

**ID 2 Tank test (Oil tanker)**

- ☐ Input data (Offset, weight distribution and etc.)
- ☐ Experimental data (RAO of ship motions and etc.)
- ☐ Others (CAD data)

I agree to these Terms as described above.

\_\_\_\_\_

Name:

Title: