

# Terms and Conditions of Use

Revised on June 1, 2020

## Introduction

These Terms and Conditions set forth provisions concerning the use of facilities at the National Museum of Emerging Science and Innovation (Miraikan) (hereinafter referred to as “the facilities”) managed and operated by the Japan Science and Technology Agency.

In using the facilities, please ensure that you have a full understanding of and comply with these Terms and Conditions.

For events that require the use of the Permanent Exhibition Zone, Symbol Zone, and Geo-Cosmos, it is necessary to also submit a separate application and consent to the terms of use for the Permanent Exhibition zone, Symbol Zone, and Geo-Cosmos. Please understand and comply with the respective terms of use.

## 1. Date of use, time of use, usage fees

### 1) Date of use

Facilities are available for use on all dates with the exception of the year-end and New Year period (December 28 – January 1).

\*Facilities may not be available for use during inspections, repairs, etc.

\*As Miraikan is closed every Tuesday, entry to the permanent exhibition and special exhibition areas is not permitted on these days (It may open during spring, summer, and winter holiday periods.)

### 2) Time of use

Basic hours that facilities are available for use: 8:00 – 22:00 (including preparation and removal time)

### 3) Usage fees

Usage fees are classified as follows based on the purpose of use (content of the event).

#### ■ Special rates:

Initiatives related to science and technology targeted at the general public, and events with a strong character of public good and interests that aim to disseminate the results of research

#### ■ Regular rates:

Events other than the abovementioned

Please refer to Miraikan’s List of Facility Usage Fees for more details about the fees for each facility, discount systems, and other information.

## 2. Application for use

### 1) Start date for receiving applications

- Facilities on the 7F: One year before the date of use
- Facilities on the 1F: Six months before the date of use
- Other facilities: Six months before the date of use

However, applications for events that involve the use of the entire museum, etc. are accepted at any time.

### 2) Inquiries about use of facilities

Please inquire by phone or e-mail about the availability of facilities, points to note, and other information. When submitting an inquiry, please provide information about the date and time of use, organizer, event title, event description and number of participants. The tentative reservation period is two weeks. If the reservation is not confirmed within the period, it may be canceled. The Application Form for Use of Miraikan Facilities, designated by Miraikan, will be sent to parties that are interested in using Miraikan’s facilities. Please complete the necessary fields in the form, affix the applicant’s signature and seal, and return it by post to complete the submission process.

### 3) Approval and refusal of use

The reservation request will or will not be approved according to the following process. After we have received the Application Form for Use of Miraikan Facilities, we will review whether or not the facility may be used and the category of rates to be applied, and within 14 days, in principle, we will issue the Usage Authorization Form to formally confirm the reservation. In the event that an applicant cancels the application after the reservation has been confirmed (after issuance of the Usage Authorization Form), a cancellation fee determined by Miraikan shall be imposed on the applicant.

### 4) Change to and cancellation of content of use

In the event of any changes to or cancellation of the content of use, please contact the person in charge of the facility immediately.

(Procedures for making changes)

In the event of making any changes to the content of use after application for reasons attributable to the user, the user will be required to re-submit the Application Form for Use of Miraikan Facilities.

(Procedures for cancellation)

In the event of cancelling the reservation after application for reasons attributable to the user, please contact the person in charge of the facility immediately. The cancellation fees applicable are as follows.

From date of confirmation of reservation to 61 days before the date of use	60 days – 31 days before the date of use	30 days – one week before the date of use	Less than one week before the date of use
10% of the facility fees	30% of the facility fees	50% of the facility fees	100% of the facility fees

## 3. Prohibition of transfer of rights of use and subleasing

The user may not engage in any administrative measures, including transferring the rights to use Miraikan’s facilities to a third party regardless of the reason, or establishing a collateral as a pledge for the rights to use Miraikan’s facilities.

## 4. Usage fees

### 1) Facility usage fees, etc.

Please refer to Miraikan’s List of Facility Usage Fees.

### 2) Payment of usage fees

The invoice for facility usage fees and other applicable fees shall be sent after use of the facility. Please transfer the invoice amount to the bank account designated by Miraikan by the deadline stipulated on the invoice (end of the second month after the month of use).

The receipt confirming the transfer of payment, issued by the user’s bank, shall be regarded as the receipt for payment. Any bank transfer fees that are incurred shall be borne by the user.

## 5. Matters to be confirmed pertaining to users

Users shall provide Miraikan with confirmation that the user, agents or representatives of the user, and other parties affiliated with the user (hereinafter collectively referred to as “the user, etc.”) are not organized crime groups, members or associate members of organized crime groups, organizations affiliated with an organized crime group, parties affiliated with organized crime groups, organizations with members that promote or are at risk of promoting illegal or unjust acts, or other antisocial forces (include parties affiliated with organized crime groups as prescribed in Article 2(4) of the Tokyo Metropolitan Ordinance for Eliminating Organized Crime Groups (Ordinance No. 54 of 2011, version after revision if applicable, hereinafter referred to as “the Ordinance”), hereinafter referred to as “organized crime groups, etc.”), are not controlled by organized crime groups, etc., are not related in any way to organized crime groups, etc., and do not intend to provide the facility in question for use as an office for an organized crime group as defined in Article 2(9) of the Ordinance (hereinafter, “office of an organized crime group”).

## 6. Scope and restrictions of use, and withdrawal of authorization

Miraikan reserves the right to reject an application for the use of facilities, withdraw authorization for the use of facilities, or suspend the use of facilities, when one or more of the following are applicable.

- 1) When use of the facility is deemed to be misaligned with the objectives of Miraikan’s establishment, or at risk of damaging

Miraikan's status and reputation.

- 2) When use of the facility is deemed to serve the purpose of publicizing corporations or products, etc. to Miraikan's general visitors.
  - 3) When use of the facility involves profit-making activities, such as direct sales or the conclusion of contracts; provided, however, that this excludes activities that are related to the event and authorized by Miraikan beforehand.
  - 4) When use of the facility involves political or religious organizations or content
  - 5) When it has been established that the users, etc. are organized crime groups, etc., controlled by organized crime groups, etc. or affiliated with organized crime groups, etc.
  - 6) When use of the facility is recognized to be for the profit of organized crime groups, etc.
  - 7) When there is a likelihood of causing damage to public order and morals.
  - 8) When false statements have been declared in the application form for facility use, or when the actual content of facility usage differ significantly from the approved content of use.
  - 9) When rights of use have been transferred to a third party, or the facility has been subleased to a third party.
  - 10) When there is a likelihood of causing damage to facilities or equipment.
  - 11) When disasters or other force majeure make it impossible to use the facilities.
  - 12) When administrative or management reasons on the part of Miraikan or other unavoidable circumstances arise.
  - 13) When facilities are used without authorization.
  - 14) When there is the likelihood of inconveniencing Miraikan and other third parties in any way.
  - 15) When these Terms and Conditions have been violated in the past.
- Miraikan is not liable for any damages that may arise as a result of the cancellation or suspension of use.

## 7. Exemptions and compensation for damages

By submitting the application for the use of facilities, the user is deemed to have given consent on the following matters.

- 1) Miraikan is not liable for any theft or damages to exhibits during the period of use of the facility (including preparation and removal) as well as items brought in by the users and participants, etc. (including valuables), or for any injuries or deaths, regardless of the cause.
- 2) Miraikan is not liable for any damages incurred as a result of suspension of the use of facilities due to natural disasters, orders issued by the relevant government ministries, or other reasons not attributable to Miraikan.
- 3) In the event that Miraikan incurs any damages as a result of the violation of these Terms and Conditions by the user, Miraikan shall claim full compensation for the damages as well as any accompanying damages (including violations that are identified only after use of the facilities).
- 4) Miraikan shall claim full damages compensation for any damage to, or loss of, its buildings, exhibits, equipment, furniture and fittings, and other items on loan.
- 5) In the event of damages to the user due to reasons attributable to Miraikan, Miraikan shall compensate the user for the damages in question, with the amount capped at the amount of facility usage fees that Miraikan has received from the user; provided, however, that of the damages incurred by the user, Miraikan is not liable for damages incurred in the form of potential gains, such as loss of opportunity.

## 8. Delinquency charges

In the event of any delinquency in making payment to Miraikan, the user shall pay Miraikan delinquency charges at an annual rate of 5% from the date after the payment deadline, until the date of full repayment.

## 9. Responsibilities of users

Users are required to comply with the following items.

- 1) Users shall use the facilities under the constant care and management of a prudent custodian.
- 2) Users shall bear all responsibility for the management of the event during the period of use of the facility (including preparation and removal), even for actions undertaken by the related contractors and parties associated with the event. Users shall take all possible precautions to prevent the occurrence of accidents.
- 3) To prepare for any unexpected issues, users shall check the emergency exits, method of providing guidance for evacuation, and the location of fire extinguishers before using the facility. They shall also explain these points beforehand to their employees, other relevant parties such as contracted workers, and visitors. In the event of an emergency, such as a disaster, users shall provide evacuation guidance by following instructions issued by Miraikan.
- 4) Users are responsible for enrolling in and paying for the necessary liability insurance, accident insurance, etc.
- 5) Users are responsible for the storage of equipment, supplies, etc. that they bring into the facility.
- 6) Users shall consult with Miraikan's person in charge concerning other matters related to the use of the facilities, and follow the instructions issued by the person in charge.

## 10. Meetings concerning use of the facilities, application documents, etc.

Before the use of facilities, Miraikan shall hold meetings with the user concerning the following matters.

- 1) Content of facility use, schedule of use  
The user is required to submit a confirmation letter on the content of use and other relevant documents by 20 days before the day of use.
- 2) Layout of the venue  
An additional fee applies if a change in the basic layout of tables and chairs etc. is desired. Users may modify the layout slightly. Please return the facilities to their original condition after use. Separate fees may be charged for users that are unable to return the facilities to their original condition. The layout of permanent exhibitions cannot be changed.
- 3) Use of attached facilities and equipment at the venue  
Users who wish to use the attached facilities and equipment are required to submit an Application Form for Use of Equipment/Fixtures at least 20 days prior to the day of use. In principle, equipment shall be operated by the user (with the exception of the control room and some of the equipment). Users may be requested to pay separately for electrical fees, etc. if they wish to bring in their own equipment.
- 4) Loading and unloading of items  
The person in charge of the facility at Miraikan shall arrange for the schedule of loading and unloading of items while taking into account the schedule submitted by the user through the confirmation letter on the content of use. If there are any concerns about possible dirtying or damaging of facilities, equipment, incidental facilities, and exhibits while moving items in and out, please follow the instructions of Miraikan's person in charge of the facilities, and ensure care of the floors, walls, and exhibits at the responsibility and cost of the user. If the user is deemed to have failed to take the appropriate protective measures, work shall be suspended. If any damages or defacement is discovered, the user shall be requested to pay compensation in the final cost. If any damages or defacement is discovered, the user shall be requested to pay compensations at the actual cost.
- 5) Management of belongings  
Users who need to deliver any belongings to the venue before using the facility must check with Miraikan's person in charge of the facility beforehand, and submit a notification through the confirmation letter for the prior delivery of belongings. Depending on the size and quantity of the belongings, the user may be requested to rent a venue for use as storage location, or to accept and sign for the delivery of the belongings.

## 6) Security

Users are required to make the necessary security arrangements if a large number of visitors is anticipated. Discussions on security arrangements must be carried out with the person in charge of the facility at Miraikan.

## 7) Construction and electrical works

Users who wish to decorate the venue are required to submit the construction drawings and a construction application form. Users who wish to carry out electrical extension work in the facility are required to submit copies of the electrical schematic diagrams and the certificate of a licensed electrician.

## 8) Notifying the relevant organizations

In using the facilities, users are required to submit the necessary notifications to the relevant government ministries, etc., application for permission, etc. as prescribed by law. Users should consult with the person in charge of the facility at Miraikan on the details of these submissions. Users must submit a Notification on the Convention of an Event to the fire department for events that involve 1,000 or more visitors on a single day.

## 9) Other documents to be submitted

Users are required to submit other application forms as instructed by the person in charge of the facility at Miraikan, by the stipulated deadline.

## 11. On the day of use

On the day of use, users should go to the Disaster Prevention Center. The key to the facility will be handed to them. After completion of the use of the facility, users should go to the Disaster Prevention Center to return the key.

Facility usage fees are charged based on the time at which the key was lent out and returned.

## 12. Points to note in carrying out construction work

1) With regard to securing evacuation paths and setting up of heavy objects and power supply in the facility, layout of the facility and various construction works, users should consult with the person in charge of the facility at Miraikan beforehand and follow the instructions provided.

For works that must be carried out by licensed and qualified personnel, such as electrical works or aerial work, a copy of the relevant drawings, license and qualification must be submitted beforehand.

2) For primary electrical works and temporary telephone works accompanying cabling works, users are responsible for carrying out such works at their own cost after thorough discussions and consultation with the person-in-charge at Miraikan beforehand.

## 13. Inspection

The person in charge from Miraikan reserves the right to enter the facility in question during its use by the user, inspect the facility, and where necessary, take the appropriate measures.

## 14. Returning the facility to its original state, etc.

Users shall comply with the hours of use that they have reserved the facility for, return the facility, fixtures, and attached equipment, etc., to their original state during these hours of use, and leave the facility only after the person in charge of the facility at Miraikan has completed an inspection of the facility.

In particular, when using the permanent exhibitions, please comply with the duration of use to prevent any disruption to Miraikan's regular opening hours (10:00- 17:00).

## 15. Points to note in using facilities

## 1) Internet connection

- All rooms on the 7F Communication Floor, etc., are fully equipped with Internet facilities. Connection speed may be unstable due to shared lines with other rooms in Miraikan.

- Miraikan does not provide any guarantees for the use of

Internet-related services by all customers. Internet services may become unavailable due to settings on different computer models, network connection failure, or other issues.

\*Miraikan does not provide any services for setting up computers and equipment.

- Miraikan is not liable for all damages that may arise as a result of the use of Internet facilities. Miraikan may also refuse users' request to use Internet services at its discretion (for reasons such as virus contamination, high-volume data transfers, etc.).

- Users are required to submit an application beforehand if they wish to establish a wireless LAN environment using the shared line. Users shall be liable for any suspension of operation of exhibits or accidents that may arise as a result of the use of wireless equipment without authorization from Miraikan.

## 2) Disposal of garbage

Users must remove any garbage that they generate in the facility. If you desire garbage disposal services, please consult Miraikan (charges apply).

Separate cleaning charges may be levied in cases where the facility has been significantly dirtied by the user.

## 2) Eating and smoking

Eating, drinking, and smoking are permitted only in the designated areas.

\*Users should consult with Miraikan beforehand about providing food and drinks to participants, etc., of their event.

\*In principle, eating and drinking are prohibited in the Permanent Exhibition Zone.

## 4) Entering exhibition areas

Parties associated with the event, participants, as well as individuals are required to pay the admission fee to enter the permanent and special exhibition areas in principle during Miraikan's opening hours (10:00- 17:00). Please inquire separately if using the permanent exhibitions outside Miraikan's opening hours.

Discounted rates (group rates) may be available for organizers that apply beforehand. Please inquire in advance.

## 5) Use of common areas

In principle, users should set up their reception area near the entrance and exit of the facility in question. Permission must be obtained from Miraikan before using common areas for setting up signboards or displaying items.

Person in charge of the facility at Miraikan shall coordinate the use of common areas when several events are scheduled to take place at the same time.

## 16. Applicable laws, etc.

These Terms and Conditions are prepared only in Japanese (English versions are for reference only), and governed under Japanese laws. The jurisdictional court for exclusive agreement for any lawsuits, etc. concerning the use of the facilities shall be the Tokyo District Court.

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