MEMORANDUM ON PERMISSION TO USE NTCIR TASK PARTICIPANT TEST COLLECTION (FOR NTCIR WORKSHOP PARTICIPANTS)

This Memorandum is made and entered into this [] day [], year [] between National Institute of Informatics, a division	ı of
Inter-University Research Institute Corporation Resear	ch Organization	n of Information an	nd Systems, a corporation incorporated in Japan and hav	/ing
its registered office at 4-3-13 Toranomon, Minato-ku,	Tokyo, Japan 1	105-0001 (hereinaf	fter "NII") and	
			(hereinafter "USER/USER'S RESEAR	CH
GROUP") with regard to the NTCIR-11 QA Lab for 1	Entrance Exam	Task: Japanese Su	ubtask Textbook Data Participant Test Collection which	NII
provides at the NTCIR Workshop 11.		-	· ·	

Article 1. Description of Data

Textbook Data is defined as data which appears in Section 1 of the Appendix attached herein.

Article 2. Retention of Rights

- 1. The copyright holders of Textbook Data are defined in Section 2 of the Appendix attached herein.
- USER/USER'S RESEARCH GROUP retains all intellectual property rights relating to the technology and systems developed by USER/USER'S RESEARCH GROUP using the Textbook Data.
- NII retains all intellectual property rights relating to analytical results obtained by NII and improvements on the Textbook Data and such made by NII based on data submitted by USER/USER'S RESEARCH GROUP.

Article 3. Permission for Use

NII hereby permits USER/USER'S RESEARCH GROUP to use the Textbook Data.

Article 4. Scope of Authorized Use

- USER/USER'S RESEARCH GROUP shall use Textbook Data solely for the purpose of accomplishing tasks set out in the NTCIR Workshop and for the purpose
 of research related to the tasks.
- 2. USER/USER'S RESEARCH GROUP shall restrict uses of Textbook Data are done only by the following Research Representative (hereinafter referred to as "Representative") and by those who belong to the organization (regardless of its name, such as "laboratory", "group" or "project") that Representative is a member of, and do research jointly with Representative or are graduate students and the like Representative supervises (hereinafter referred to as "Group").

Research Representative:

Name:

Title:

Affiliation:

- USER/USER'S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Textbook Data, copies of the Textbook Data, or processed data which would enable a third party to reproduce the Textbook Data.
- 4. USER/USER'S RESEARCH GROUP shall maintain a list of users and make this list available to NII without delay upon request from NII.

Article 5. Method of Provision

NII will provide Textbook Data to USER/USER'S RESEARCH GROUP using a method which is defined in Section 3 of the Appendix attached herein.

1.

Article 6. Presentation of Knowledge

- USER/USER'S RESEARCH GROUP may present research findings concerning knowledge obtained using the Textbook Data provided that the aforementioned presentation is within the limits of this Memorandum.
- USER/USER'S RESEARCH GROUP may quote in part data included in the Textbook Data if and only if the aforementioned data is required to describe USER/USER'S RESEARCH GROUP's own research. In such cases, USER/USER'S RESEARCH GROUP shall not violate the rights of the authors, publishers and others protected by copyright.
- 3. USER/USER'S RESEARCH GROUP shall always reference the NTCIR workshop proceedings and clearly state in the paper, thesis or other presentation that USER/USER'S RESEARCH GROUP presents: USER/USER'S RESEARCH GROUP's use of the Textbook Data. USER/USER'S RESEARCH GROUP shall present their use of the Textbook Data with procedures specified by Tokyo Shoseki Co., Ltd and NII.
- 4. USER/USER'S RESEARCH GROUP shall submit to NII: (a) a publication report including bibliographic information of the publication (the titles of the publication, volume, pages, publishers' names and dates), and (b) one (1) offprint or one (1) copy of the publication each time when USER/USER'S RESEARCH GROUP publishes the research results using the Textbook Data or part of the Textbook Data.
- Before making public any information data developed using the Textbook Data, USER/USER'S RESEARCH GROUP should receive consent in writing from NII in advance.
- USER/USER'S RESEARCH GROUP shall not use evaluation results obtained through use of the Textbook data for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 7. Duration of Memorandum

- 1. This Memorandum shall be in effect from the date first above written until and inclusive of the last day of March 2015.
- If USER/USER'S RESEARCH GROUP would not like to automatically renew the original terms and the renewal terms, after expiration of the term, USER/USER'S RESEARCH GROUP shall promptly delete the Textbook Data from any computer or media onto which it has been copied.
- If the organizational structure of USER/USER'S RESEARCH GROUP or the affiliation of USER/USER'S RESEARCH GROUP is changed, USER/USER'S RESEARCH GROUP shall report the change to NII without delay and, if necessary, shall sign another Memorandum.

Article 8. Submission of Reports

- USER/USER'S RESEARCH GROUP shall submit to NII a report on research outcomes in accordance with procedures specified at the NTCIR Workshop.
- USER/USER'S RESEARCH GROUP shall submit to NII a report concerning research activities conducted by USER/USER'S RESEARCH GROUP during the duration of the Memorandum using the Textbook Data more than one month before the end of each fiscal year.

Article 9. Termination of Data Use

- If the use of data is deemed to be in violation of the Memorandum, USER/USER'S RESEARCH GROUP shall, upon instructions from NII, immediately
 discontinue use of the Textbook Data and promptly delete the Textbook Data and all data obtained by processing the Textbook Data from any computer or media
 onto which it has been copied. USER/USER'S RESEARCH GROUP shall submit a document attesting to deletion of the data to NII.
- If there is a request to discontinue the use of the Textbook Data, USER/USER'S RESEARCH GROUP must delete said data from any computer or media onto
 which it has been copied upon instructions from NII. USER/USER'S RESEARCH GROUP shall submit a document attesting to deletion of the data to NII.

Article 10. Exemption from Liability

NII and the copyright holder(s) or their executor(s) of the Textbook Data shall not for any reason whatsoever be responsible for losses arising from USER/USER'S RESEARCH GROUP's use of the Textbook Data.

Article 11. Undefined Issues

Should any issues undefined in this Memorandum arise, both parties shall confer in good faith and resolve such issues.

Article 12. Jurisdiction

Signed for and on behalf of

All disputes relevant to this Memorandum shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan as court of first instance. The validity, construction and performance of this Memorandum shall be governed by, and interpreted in accordance with, the law of Japan.

Both parties hereto have caused this Agreement in duplicate to be executed by their duly authorized officers as of the date first above written.

	-University Research Institute Corporation Research Organization of Information and Systems
Signature: Name (in print): Title: Division: Notice address:	Masaru Kitsuregawa Director General The National Institute of Informatics 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo JAPAN
Signed for and on behalf of USER/USER'S	101-8430
RESEARCH GROUP: Signature:	
Name (in print): Title: Division: Notice address:	

APPENDIX- NTCIR-11 QA LAB FOR ENTRANCE EXAM: Japanese Subtask Textbook Data TASK PARTICIPANT TEST COLLECTION (FOR NTCIR WORKSHOP 11 PARTICIPANTS)

Section 1.

A formal name is called NTCIR-11 QA Lab for Entrance Exam Task: Japanese Subtask Textbook Data with, and the term of "Textbook Data", is defined as data composed from data which appears in Table A that NII is granted permission by the rightful holder(s) thereof, whose names appear in Section 2, to permit use of the data for the participants as a collaborator of QA Lab for Entrance Exam Task: Japanese Subtask in the NTCIR Workshop 11.

Table A

- A.1 Japanese Textbook Corpus1 World History Subset
 - A.1.1 the data below that Tokyo Shoseki Co., Ltd provided for NII and appears in the following list
 - ・World History A (『世界史 A』) (published in Fiscal Year 2008)
 - ・World History B (『世界史B』) (published in Fiscal Year 2007)
 - · New World History B (『新選世界史 B』) (published in Fiscal Year 2007)
- A.2 Annotations for Japanese Textbook Corpus 1 World History Subset
 - A.2.1 Annotations that NII assigned to the data that appears in List A.1.1
- A.3 Indexed Data for Japanese Textbook Corpus 1 World History Subset
 - A.3.1 Indexed Data that NII assigned to the data that appears in List A.1.1

Section 2.

Tokyo Shoseki Co., Ltd retains all rights under the Copyright Law relating to Textbook Data, except quotations of which copyright holder(s) is defined clearly in the said data as a third party and the annotations. NII retains all rights under the Copyright Law relating to a set of the annotations.

Section 3.

NII will provide Textbook Data to USER/USER'S RESEARCH GROUP by using a technologically appropriate method.