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 the MedNLP Laboratory, a division of Design School Kyoto University (hereinafter “MedNLP”) and USER/USER’S RESEARCH GROUP (hereinafter “USER/USER’S RESEARCH GROUP”) with regard to the NTCIR-12 Medical Natural Language Processing for Clinical Document Task Participant Test Collection which MedNLP provides at the NTCIR-12 Workshop.

Article 1. Description of Data
1. Task Data is defined as data which appears in Section 1 of the Appendix attached herein.
2. Raw Submission Data is defined as data that the results which were submitted by task participants of the NTCIR-12 workshop that MedNLP joined.
3. Evaluation Data is defined as data that the results which were obtained by using the basic evaluation tools defined by MedNLP against “Raw Submission Data”.

Article 2. Retention of Rights
1. The copyright holders of Task Data are defined in Section 2 of the Appendix attached herein.
2. 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 Test Collection.
3. MedNLP retains all intellectual property rights relating to analytical tools and improvements on the Test Collection and such made by MedNLP based on data submitted by USER/USER’S RESEARCH GROUP.

Article 3. Permission for Use
MedNLP hereby permits USER/USER’S RESEARCH GROUP to use the Test Collection.

Article 4. Scope of Authorized Use
1. USER/USER’S RESEARCH GROUP may use Test Collection solely for the purpose of accomplishing the tasks set out in the NTCIR Workshop and for the purpose of research related to the tasks until and inclusive of the last day of March 2017, the end of the term of NTCIR-12 Workshop.
2. USER/USER’S RESEARCH GROUP shall restrict uses of 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: 

3. USER/USER’S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Test Collection, copies of the Test Collection, or processed data which would enable a third party to reproduce the Test Collection.

4. USER/USER’S RESEARCH GROUP shall maintain a list of users and make this list available to MedNLP without delay upon request from MedNLP.

Article 5. Method of Provision
MedNLP will provide the Test Collection to USER/USER’S RESEARCH GROUP using a technologically appropriate method.

Article 6. Presentation of Knowledge
1. USER/USER’S RESEARCH GROUP may present research findings concerning knowledge obtained using the Test Collection provided that the aforementioned presentation is within the limits of this Memorandum.
2. USER/USER’S RESEARCH GROUP may quote in part data included in the Test Collection 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. When USER/USER’S RESEARCH GROUP shall present research findings concerning knowledge obtained using the Test Collection, USER/USER’S RESEARCH GROUP shall clearly mention USER/USER’S RESEARCH GROUP’s use of the data and clearly state the experimental nature of the data and the data collection procedure of the data.
4. USER/USER’S RESEARCH GROUP shall always reference the NTCIR-12 workshop proceedings and clearly state in the paper, thesis or other presentation that USER/USER’S RESEARCH GROUP presents: (a) USER/USER’S RESEARCH GROUP’s use of the Document Data and (b) USER/USER’S RESEARCH GROUP’s use of the Test Collection.
5. USER/USER’S RESEARCH GROUP shall submit to MedNLP: (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 Test Collection or part of the Test Collection.
6. Before making public any information data developed using the Test Collection, USER/USER’S RESEARCH GROUP should receive consent in writing from MedNLP in advance.
7. USER/USER’S RESEARCH GROUP shall not use evaluation results obtained through use of the Test Collection 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 2017.
2. After expiration of effective term of this Memorandum, USER/USER’S RESEARCH GROUP shall promptly delete the Test Collection from any computer or media onto which it has been copied. USER/USER’S RESEARCH GROUP shall inform MedNLP in writing of the deletion of the data.
3. 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 MedNLP without delay and, if necessary, shall sign another Memorandum.

2015-04-28
Article 8. Termination of Data Use
Notwithstanding the provisions of paragraph 1 of the preceding article, if there is a request to discontinue the use of data from MedNLP or the copyright holder of the Test Collection, or the use of data is deemed to be in violation of this Memorandum by USER/USER’S RESEARCH GROUP, USER/USER’S RESEARCH GROUP shall, upon instructions from MedNLP, immediately discontinue use of the Test Collection and promptly delete the Test Collection and all data obtained by processing the Test Collection 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 MedNLP.

Article 9. Submission of Reports
1. USER/USER’S RESEARCH GROUP shall submit to MedNLP a report on research outcomes in accordance with procedures specified at the NTCIR-12 Workshop.
2. USER/USER’S RESEARCH GROUP shall submit to MedNLP a report concerning research activities conducted by USER/USER’S RESEARCH GROUP during the duration of this Memorandum using the Test Collection more than one month before the expiration date of effective term of this Memorandum.

Article 10. Exemption from Liability
MedNLP and the copyright holder of the Test Collection shall not for any reason whatsoever be responsible for losses arising from USER/USER’S RESEARCH GROUP’s use of the Test Collection.

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
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.

Signed for and on behalf of

MedNLP: MedNLP Laboratory
Design School Kyoto University
Signature: ________________________________
Name (in print): Associate Professor Eiji Aramaki
Title: Associate Professor
Division: Design School Kyoto University
Notice address: Kyoto KRP 506 the 9th Bldg. 91 Awata-cho Nakadouji Shimogyo-ku, Kyoto JAPAN 606-8815

Signed for and on behalf of

USER/USER’S RESEARCH GROUP:
Signature: ________________________________
Name (in print): ________________________________
Title: ________________________________
Division: ________________________________
Notice address: ________________________________
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Section 1. A formal name is called NTCIR-12 Medical Natural Language Processing for Clinical Document Test Data with, and the term of "Task Data", is defined as data consists of dummy medical text data.

Section 2. MedNLPIgakushoin Co., Ltd. and Professor Katsuko Toba retains all rights under the Copyright Law relating to Task Data.