

**MEMORANDUM ON PERMISSION TO USE
NTCIR-13 Emotion Cause Analysis TASK PARTICIPANT TEST COLLECTION
(FOR NTCIR PARTICIPANTS)**

This Memorandum is made and entered into this [] day [], year [] between Inter-University Research Institute Corporation Research Organization of Information and Systems, a corporation incorporated in Japan and having its registered office at 4-3-13 Toranomon, Minato-ku, Tokyo, Japan 105-0001 (hereinafter "ROIS") and _____ (hereinafter "USER/USER'S RESEARCH GROUP") with regard to the NTCIR-13 Emotion Cause Analysis Task Participant Test Collection which National Institute of Informatics, a division of ROIS provides and organized at the NTCIR 13.

Article 1. Description of Data

1. Raw Submission Data is defined as data that the results which were submitted by NTCIR-13 Emotion Cause Analysis task participants of the NTCIR that ROIS organized.
2. Evaluation Data is data obtained by using the basic evaluation tools defined by ROIS against "Raw Submission Data".
3. Test Collection consists of Raw Submission Data and Evaluation Data.

Article 2. Retention of Rights

1. 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.
2. ROIS retains all intellectual property rights relating to analytical results obtained by ROIS and improvements on the Test Collection and such made by ROIS based on data submitted by USER/USER'S RESEARCH GROUP.

Article 3. Permission for Use

ROIS hereby permits USER/USER'S RESEARCH GROUP to use the Test Collection.

Article 4. Scope of Authorized Use

1. USER/USER'S RESEARCH GROUP shall use Test Collection solely for the purpose of accomplishing tasks set out in the NTCIR and for the purpose of research related to the tasks.
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 ROIS without delay upon request from ROIS.

Article 5. Method of Provision

ROIS 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 Raw Submission Data and Evaluation Data, 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 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 Test Collection.
5. USER/USER'S RESEARCH GROUP shall submit to ROIS: (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 ROIS 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 September 2018. The effect of the Memorandum shall be extended automatically to another fiscal year, unless a written objection is issued either by ROIS or by USER/USER'S RESEARCH GROUP more than one month before the expiration date of the Memorandum. This shall apply to consecutive fiscal years as well.
2. 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 Test Collection from any computer or media onto which it has been copied.
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 ROIS without delay and, if necessary, shall sign another Memorandum.

Article 8. Submission of Reports

1. USER/USER’S RESEARCH GROUP shall submit to ROIS a report on research outcomes in accordance with procedures specified at the NTCIR.
2. USER/USER’S RESEARCH GROUP shall submit to ROIS a report concerning research activities conducted by USER/USER’S RESEARCH GROUP during the duration of the Memorandum using the Test Collection more than one month before the expiration date of the Memorandum.

Article 9. Termination of Data Use

1. If the use of data is deemed to be in violation of the Memorandum, USER/USER’S RESEARCH GROUP shall, upon instructions from ROIS, 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 ROIS.
2. If there is a request to discontinue the use of data from the copyright holder(s) or their executor(s) of the Test Collection, USER/USER’S RESEARCH GROUP must delete said data from any computer or media onto which it has been copied upon instructions from ROIS. USER/USER’S RESEARCH GROUP shall submit a document attesting to deletion of the data to ROIS.

Article 10. Exemption from Liability

ROIS and the copyright holder(s) or their executor(s) 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

ROIS: Inter-University Research Institute Corporation
 Research Organization of Information and Systems

Signature: _____
 Name (in print): Masaru Kitsuregawa
 Title: Director General
 Division: The National Institute of Informatics
 Notice address: 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo
 JAPAN
 101-8430

Signed for and on behalf of

USER/USER’S
 RESEARCH
 GROUP:
 Signature: _____
 Name (in print): _____
 Title: _____
 Division: _____
 Notice address: _____

