

**MEMORANDUM ON PERMISSION TO USE  
TEST COLLECTION 2  
(FOR RESEARCH PURPOSE USERS)**

This Memorandum is made and entered into this [        ] day of [        ], year [        ] between Inter-University Research Institute Corporation Research Organization of Information and Systems, a corporation incorporated in Japan and having its registered office at 10-3 Midori-cho, Tachikawa-shi, Tokyo 190-0014, Japan (hereinafter “ROIS”) and \_\_\_\_\_, an organization having its registered office at \_\_\_\_\_ (hereinafter “USER”) with regard to the Test Collection 2 created by National Institute of Informatics, a division of ROIS.

**Section 1 (Data Content)**

“Test Collection 2” consists of the data included in the “NACSIS Grant-in-Aid Scientific Research Database” and the “NACSIS Academic Conference Paper Database”, search topics, and relevance judgments for each search topic.

**Section 2 (Permission for Use)**

ROIS hereby grants USER the use of “Test Collection 2” on the basis of research cooperation in accordance with the terms set out by “Regulation on Cooperative Researchers of the National Institute of Informatics”.

**Section 3 (Retention of Rights)**

1. ROIS and those academic institutions that provided the data retain all copyright law rights related to the data as well as to the database in “Test Collection 2”.
2. ROIS retains all copyright law rights related to “Search Topics” as well as the “Relevance Judgments” in “Test Collection 2”.
3. USER retains all intellectual property rights related to techniques, technologies, systems, etc., developed by USER through the use of “Test Collection 2”.

**Section 4 (Scope of Authorized Use)**

1. USER shall use the “Test Collection 2” solely for research purposes. USER shall not use “Test Collection 2” to gain direct profit.
2. USER shall not sell, loan, publish or distribute to a third party “Test Collection 2”, copies of “Test collection 2”, or data that would enable a third party to reproduce “Test Collection 2”.

**Section 5 (Method of Provision)**

ROIS will provide “Test Collection 2” to USER by using a technologically appropriate method.

**Section 6 (Scope of Users)**

1. USER shall restrict uses of “Test Collection 2” are done only by the following Research Representative (hereinafter “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 “Group”).

**Research Representative:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Affiliation: \_\_\_\_\_

2. USER shall maintain a list of names of those who belong to Group, and shall make this list available without delay to ROIS when a request such for a list has been made by ROIS.

**Section 7 (Presentation of Knowledge)**

1. USER may present research findings related to knowledge obtained through the use of “Test Collection 2” provided that such a presentation is within the limits set out by this memorandum.
2. USER may quote the data contained in “Test collection 2” in parts during the course of a study presentation if and only if such an action is a necessary part of reporting USER’s own research study. In the said case, USER shall not violate the lights of the authors, or the rights of other parties such as the publishers, of the quoted part(s).
3. USER shall clearly document in the paper presented, in words specified by ROIS, the fact of USER’s use of “Test collection 2”.
4. USER shall submit to ROIS bibliographic information (the title of the publication, volume, number, pages, publisher’s name and date) and three printed copies or photocopies of the paper presented.
5. USER shall consult and obtain permission from ROIS when USER present research findings which include the disclosure of data or program codes obtained by the use of “Test Collection 2”.
6. USER shall not employ evaluation results obtained through the use of “Test Collection 2” in product endorsement, advertising, or any sort of commercial activity or in slander or defamation.

**Section 8 (Duration of Memorandum)**

This memorandum shall be in effect from the time of memorandum conclusion to the end of the fiscal year of Japan in which the memorandum is concluded.

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 more than one month before the expiration date of the memorandum.

This shall apply to consecutive fiscal years as well. If Representative or the affiliation of Representative is changed, USER shall report the change to ROIS without delay and, if necessary, shall sign another memorandum.

**Section 9 (Submission of a Report)**

USER shall submit a report on the research activities conducted using “Test Collection 2” to ROIS at least one month before the expiration date of the memorandum.

**Section 10 (Termination of Data Use)**

USER shall, at the request of ROIS, immediately cease use of “Test Collection 2” and delete all corresponding data without delay if:

1. Any violation of this memorandum is noted. In this case, “Test Collection 2” shall be erased in its entirety.
2. Parties entitled to copyright of certain data request termination of the use of the data. In this case, all data specified by ROIS shall be deleted without delay.

**Section 11 (Exemption from Liability)**

ROIS and the copyright holder(s) or their executor(s) of the “Test Collection 2” shall not for any reason whatsoever be responsible for losses arising from USER’s use of the “Test Collection 2”.

**Section 12 (Court of Competent Jurisdiction)**

The Tokyo District Court shall be court of competent jurisdiction for all petitions and suits related to this memorandum.

**Section 13 (Undefined Issues)**

Should any issues undefined by this memorandum arise, ROIS and USER shall enter into sincere discussion to resolve the problem.

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: President

Contact address: IDR Office, National Institute of Informatics  
2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo 101-8430, JAPAN

Signed for and on behalf of

USER: \_\_\_\_\_

Signature:

\_\_\_\_\_

Name (in print): \_\_\_\_\_

Title: \_\_\_\_\_

Division: \_\_\_\_\_