

**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 Research Centre on Linguistics and Language Information Sciences, an institute-level research centre of the Hong Kong Institute of Education in Hong Kong and having it located in Tai Po, Hong Kong (hereinafter "HKIED") and _____ (hereinafter "USER/USER'S RESEARCH GROUP") with regard to the NTCIR-9 Patent Machine Translation Task Participant Test Collection which HKIED provides at the NTCIR Workshop 9 .

Article1. Description of Data

1. Task Data is defined as data which appears in Section 1 of the Appendix attached herein.
2. Test Collection consists of the Task Data.

Article2. 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. HKIED retains all intellectual property rights relating to analytical results obtained by HKIED and improvements on the Test Collection and such made by HKIED based on data submitted by USER/USER'S RESEARCH GROUP.

Article3. Permission for Use

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

Article4. 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 Workshop and for the purpose of research related to the tasks until and inclusive of the last day of September 2012, the end of the term of NTCIR-9 Workshop.
2. USER/USER'S RESEARCH GROUP shall use the Test Collection solely for the purpose of research related to information retrieval and natural language processing after the end of the term of NTCIR-9 Workshop.
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.

Article 5 Method of Provision

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

Article 6 Scope of Users

1. The scope of users of the Test Collection shall be limited to USER/USER'S RESEARCH GROUP and members of the immediate group jointly conducting research with USER/USER'S RESEARCH GROUP.
2. USER/USER'S RESEARCH GROUP shall maintain a list of users and make this list available to HKIED without delay upon request from HKIED.

Article 7 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 workshop proceedings and its source, 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 provided by HKIED.
5. USER/USER'S RESEARCH GROUP shall submit to HKIED: (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 HKIED in advance.
7. USER/USER'S RESEARCH GROUP shall not use nor be allowed to use the evaluation results obtained through use of the Test Collection for profitable purposes including reselling the data, advertising, and/or defamatory or slanderous purposes.

Article 8. 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 2012. The terms of the Memorandum shall not be extended for another fiscal year, unless written request has been made by USER/USER'S RESEARCH GROUP and permission has been granted by HKIED to the same part(i)es) at least one month before the expiration date of the Memorandum. This shall apply to any subsequent applicable fiscal years as well.
2. If USER/USER'S RESEARCH GROUP has not obtained permission to renew the original terms or the renewal terms under Article 8.1 above, by the expiration date 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 and notify HKIED in writing. 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 HKIED without delay and, if necessary, shall sign another Memorandum.

Article 9. Submission of Reports

1. USER/USER'S RESEARCH GROUP shall submit to HKIED a report on research outcomes in accordance with procedures specified at the NTCIR Workshop.
2. USER/USER'S RESEARCH GROUP shall submit to HKIED 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 10. 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 HKIED, 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 HKIED.
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 HKIED. USER/USER'S RESEARCH GROUP shall submit a document attesting to deletion of the data to HKIED.

Article 11. Exemption from Liability

HKIED 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 12. Undefined Issues

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

Article 13. Jurisdiction

All disputes relevant to this Memorandum shall be subject to the exclusive jurisdiction of Hong Kong courts. The validity, construction and performance of this Memorandum shall be governed by, and interpreted in accordance with, the law of Hong Kong.

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

HKIED: The Hong Kong Institute of Education

Signature: _____

Name (in print): Benjamin TSOU

Title: Professor, and Director of Research Centre on Linguistics and Language Information Sciences

Division: Research Centre on Linguistics and Language Information Sciences

Notice address: Tai Po, Hong Kong

Signed for and on behalf of

USER/USER'S _____

RESEARCH _____

GROUP: _____

Signature: _____

Name (in print): _____

Title: _____

Division: _____

Notice address: _____

**APPENDIX- NTCIR-9 PATENT MACHINE TRANSLATION
CHINESE TO ENGLISH SUBTASK PARTICIPANT TEST COLLECTION
(FOR NTCIR WORKSHOP 9 PARTICIPANTS)**

Section 1.

A formal name is called NTCIR-9 Patent Translation Task Data with, and the term of "Task Data", consists of a set of translation test data, reference translation data, training data and development data.

Section 2.

- A. Zhuhai Chilinstar and the Hong Kong Institute of Education (HKIED) retain editorial copyright relating to the set of translation test data, the reference translation data, the development data, and the set of bilingual parallel training data.
- B. NII retains editorial copyright relating to the set of translation test data, the reference translation data and the development data.
- C. As agreed by NII, the arrangement for distributing the set of translation test data, the reference translation data, the development data, and the set of bilingual parallel training data before, during and after the NTCIR-9 Patent Machine Translation Chinese to English subtask will only be handled by Zhuhai Chilinstar and the Hong Kong Institute of Education (HKIED).
- D. State Intellectual Property Office of China (SIPO) retains all rights under the Copyright Law relating to raw patent documents in Chinese which the set of translation test data, the reference translation data, the development data, and the set of bilingual parallel training data were derived.
- E. World Intellectual Property Organization (WIPO) retains all rights under the Copyright Law relating to the English reference data, raw patent documents in English which the set of translation test data, the reference translation data, the development data, and the set of bilingual parallel training data were derived.
- F. NII and NICT retain all rights under the Copyright Law relating to the human evaluation data.

Section 3.

HKIED will provide Task Data to USER/USER'S RESEARCH GROUP by transferring the data files electronically.