MEMORANDUM ON PERMISSION TO USE
NTCIR-6 QUESTION ANSWERING TASK PARTICIPANT TEST COLLECTION
(For NTCIR Workshop 6 Participants)

This Memorandum has been made and entered into by The National Institute of Informatics (hereinafter "Party A") and __________ (hereinafter “Party B”) with regard to the NTCIR-6 Question Answering Task Participant Test Collection" which Party A provides at the NTCIR Workshop 6.

Article 1. Description of Data
1. NTCIR-6 Question Answering Task Document Data (hereinafter “Document Data”) is defined as data which appears in Appendix A that Party A is granted permission by the rightful holders to permit the use for the participants in the NTCIR Workshop 6.
2. Question Answering Data (hereinafter “Question Answering Data”) is defined as data which appears in Appendix B and consists of a set of queries pertaining to documents included in the Document Data, words or phrases which are answers to those queries, and the IDs and essential portions of documents that are necessary to justify those answers.
3. NTCIR-6 Question Answering Task Raw Submission Data (hereinafter “Submission Data”) is defined as data that the results which were submitted by task participants of the NTCIR workshop 6 Question Answering task that party A organized.
4. NTCIR-6 Question Answering Task Basic evaluation Data (hereinafter “Evaluation Data”) is data obtained by using the basic evaluation tools defined by party A against “Submission Data”.
5. The NTCIR-6 Question Answering Task Participant Test Collection (hereinafter “Test Collection”) consists of the Document Data, Question Answering Data, Submission Data and Evaluation Data.
6. Question Answering Data are concerned with the contents of documents included in the Document Data; however, those data have been created by Party A, and all rightful holders of the documents in the Document Data under the Copyright Law are not responsible for their content.

Article 2. Permission for Use
Party A hereby permits Party B to use the Test Collection.

Article 3. Retention of Rights
1. The copyright holders of the data, whose names appear in Appendix A, retain all rights under the Copyright Law relating to Document Data.
2. Party A retains all rights under the Copyright Law relating to Question Answering Data.
3. Party B retains all intellectual property rights relating to the technology and systems developed by Party B using the Test Collection.
4. Party A retains all intellectual property rights relating to analytical results obtained by Party A and improvements on the Question Answering Test Collection and such made by Party A based on data submitted by Party B.

Article 4. Scope of Authorized Use
1. Party B shall use the Test Collection solely for the purpose of accomplishing tasks set out in the NTCIR Workshop 6 and for the purpose of research related to the tasks.
2. Party B shall not sell, lend, publish, or distribute to a third party the Test Collection, copies of the Test Collection, or data which would enable a third party to reproduce the Test Collection. Distribution also includes making data transmittable.

Article 6 Method of Provision
1. Party A will provide Question Answering Data to Party B by transferring the data files electronically.
2. Party A will provide Document Data using a technologically appropriate method.

Article 6 Scope of Users
1. The scope of users of the Test Collection shall be limited to Party B and members of the immediate group jointly conducting research with Party B.
2. Party B shall maintain a list of users and make this list available to Party A without delay upon request from Party A.

Article 7 Presentation of Knowledge
1. Party B may present research findings concerning knowledge obtained using the Test Collection provided that the aforementioned presentation is within the limits of this Memorandum. Public disclosure of data and the processing program codes obtained using the Test Collection shall not be included in the presentation of the aforementioned research findings.
2. Party B may quote in part data included in the Test Collection if and only if the aforementioned data is required to describe Party B’s own research. In such cases, Party B shall not violate the rights of the authors, publishers and others protected by copyright.
3. When Party B shall present research findings concerning knowledge obtained using the Submission Data and Evaluation Data, Party B shall clearly mention Party B’s use of the data and clearly state the experimental nature of the data and the data collection procedure of the data.
4. Party B shall always reference the proceedings of the NTCIR workshop and clearly mention in the paper, thesis or such that Party B presents: (1) Party B’s use of the document collection and (2) Party B’s use of the Test Collection
5. In addition to the bibliographic information of the publication (the titles of the publication, volume, pages, publishers’ names and dates), Party B shall submit to Party A two (2) offprints or two (2) copies of the publication.
6. Party B shall not use evaluation results obtained through use of the Test Collection for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 8. Duration of Memorandum
1. The term of this Memorandum shall be from the date of the signing of the Memorandum until and inclusive of the last day of March 2006-05-23
2008. After expiration of the term, Party B shall promptly delete the Test Collection from any computer or media onto which it has been copied.

2. If a change occurs in the organization to which Party B belongs and/or in Party B's affiliation with the organization, Party B shall report the change to Party A without delay and, if necessary, enter into a new Memorandum with Party A.

Article 9. Submission of Reports
1. Party B shall submit to Party A a report on research outcomes in accordance with procedures specified at the NTCIR Workshop 6.
2. At the request of Party A, Party B shall submit to Party A a report concerning research activities conducted by B using the Test Collection.

Article 10. Termination of Data Use
1. If the use of data is deemed to be in violation of the Memorandum, Party B shall, upon instructions from Party A, 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.
2. If there is a request to discontinue the use of data from the copyright holder(s) of the Document Data, Party B must delete the said data upon instructions from Party A.

Article 11. Exemption from Liability
Party A and the rightful holders of the Data shall not for any reason whatsoever be responsible for losses arising from Party B's use of the Test Collection.

Article 12. Court of Competent Jurisdiction
The Tokyo District Court shall be the competent court of jurisdiction for any and all actions concerning this Memorandum.

Article 13. Undefined Issues
Should any issues undefined in this Memorandum arise, both parties shall confer in good faith and resolve such issues.

IN WITNESS WHEREOF, two (2) original documents of this Memorandum have been prepared with one (1) copy to be retained by each party after Party A and Party B have placed their signatures.

Date: [day] [month] [year]

(Party A)
Signature: ___________________________________________________
Name (in print): Professor: Noriko Kando
Position: NTCIR Project, Project Leader
Department: The National Institute of Informatics
Institution: Research Organization of Information and Systems
Address, Postal code, Country: 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo 101-8430, Japan

(Party B)
Signature: ___________________________________________________
Name (in print): _______________________________________________
Position: ____________________________________________________
Department: __________________________________________________
Institution: ___________________________________________________
Address, Postal code, Country: ___________________________________

Appendix A
"Document data" refer to the resources selected below (please tick the resources you are requesting):
( ) Mainichi Newspaper Full-Text Article Database CD-ROMs (Copyright: Mainichi Newspaper Co.) 1998 - 2001

Appendix B
"Question Answering data" refer to the resources selected below (please tick the resources you are requesting):
( ) NTCIR-3 Question Answering data
( ) NTCIR-4 Question Answering data
( ) NTCIR-5 Question Answering data
( ) NTCIR-6 Question Answering data