

**MEMORANDUM ON PERMISSION TO USE
THE NTCIR SUBMISSION ARCHIVE
(FOR RESEARCH PURPOSE USERS)**

This Memorandum is made and entered into this [] day [], year[] between National Institute of Informatics, a division of Inter-University Research Institute Corporation Research Organization of Information and Systems, a corporation incorporated in Japan and having its registered office at 6-7, Minami Azabu 4 Chome, Minato-ku, Tokyo, Japan (hereinafter "NII") and _____ (hereinafter "USER/USER'S RESEARCH GROUP") with regard to the NTCIR Submission Archive which NII provides at the NTCIR Workshop.

Article 1. Description of Data .

1. A formal name is called NTCIR Raw Submission Data with, and the term of 'Submission Data', consists of the results which were submitted by task participants of the NTCIR workshop that NII organized.
2. A formal name is called NTCIR Evaluation Data with, and the term of 'Evaluation Data', consists of the data obtained by using the Evaluation Tools against Submission Data.
3. Archive is defined as data which appears in Section 1 of the Appendix attached herein.

Article 2. Permission for Use

NII hereby permits USER/USER'S RESEARCH GROUP to use the Archive.

Article 3. Retention of Rights

1. The participants who submitted the Submission Data retains all rights under the Copyright Law relating to Submissions Data.
2. NII retains all rights under the Copyright Law relating to Evaluation Data.

Article 4. Scope of Authorized Use

1. USER/USER'S RESEARCH GROUP shall use the Archive solely for the research purpose of research related to evaluation of information access systems, distributed retrieval systems and so on.
2. USER/USER'S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Archive, copies of the Archive, or processed data which would enable a third party to reproduce the Archive.

Article 5. Method of Provision

NII will provide Archive to USER/USER'S RESEARCH GROUP using a technologically appropriate method.

Article 6. Scope of Users

1. The scope of users of the Archive 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 NII without delay upon request from NII.

Article 7. Presentation of Knowledge

1. USER/USER'S RESEARCH GROUP may present research findings concerning knowledge obtained using the Archive 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 Archive 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 copyright.
3. USER/USER'S RESEARCH GROUP shall clearly mention USER/USER'S RESEARCH GROUP's use of Archive and clearly state the experimental nature of the data and data collection procedure of the Submission Data.
4. USER/USER'S RESEARCH GROUP shall always reference the full proceedings of the NTCIR workshop that Submission data was submitted.
5. In addition to the bibliographic information of the publication (the titles of the publication, volumes, pages, publisher's names and dates), USER/USER'S RESEARCH GROUP shall submit to NII one (1) offprint or one (1) copy of the publication each time when USER/USER'S RESEARCH GROUP publishes the research results using the Archive or part of the Archive.
6. Before making public any information data developed using the Archive, USER/USER'S RESEARCH GROUP should receive consent in writing from NII in advance..
7. USER/USER'S RESEARCH GROUP shall not use results of evaluation and analysis obtained through use of the Archive for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 8. Duration of Memorandum

1. The term of this Memorandum shall be for two years from the date of the signing of the Memorandum. If continued permission for use of the Archive is requested by USER/USER'S RESEARCH GROUP, USER/USER'S RESEARCH GROUP shall enter into a new Memorandum with NII, in addition to the written notice more than one month before the expiration date of the Memorandum. If USER/USER'S RESEARCH GROUP would not like to renew the terms, after expiration of the term, USER/USER'S RESEARCH GROUP shall promptly delete the Archive from any computer or media onto which it has been copied.
2. If a change occurs in the organization to which USER/USER'S RESEARCH GROUP belongs and/or in USER/USER'S RESEARCH GROUP's affiliation with the organization, USER/USER'S RESEARCH GROUP shall report the change to NII without delay and, if necessary, enter into a new Memorandum with NII.

2009/05/12

Article 9. Submission of Reports

At the request of NII, USER/USER'S RESEARCH GROUP shall submit to NII a report concerning research activities conducted by USER/USER'S RESEARCH GROUP during the duration of the Memorandum using the Archive more than one month before the expiration 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 NII, immediately discontinue use of the Archive and promptly delete the Archive and all data obtained by processing the Archive 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 NII.
2. If there is a request to discontinue the use of data from the copyright holder(s) or their executor(s) of the Archive, USER/USER'S RESEARCH GROUP must delete the said data from any computer or media onto which it has been copied upon instructions from NII. USER/USER'S RESEARCH GROUP shall submit a document attesting to deletion of the data to NII.

Article 11. Exemption from Liability

NII and the copyright holder(s) or their executor(s) of the Archive shall not for any reason whatsoever be responsible for losses arising from USER/USER'S RESEARCH GROUP's use of the Archive.

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 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

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

Signature: _____
 Name (in print): Noriko Kando
 Title: Leader, NTCIR Project, Professor
 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: _____

**APPENDIX – NTCIR SUBMISSION ARCHIVE
(FOR RESEARCH PURPOSE USERS)**

Section 1.

A formal name is called NTCIR Submission Archive with, and the term of 'Archive', is defined as data which appears in Table A.

Table A

- NTCIR-7 PATENT Translation Submission Archive: a set of evaluation topics for NTCIR-8 PATENT Translation Task Participants