MEMORANDUM ON PERMISSION TO USE
TEST COLLECTION 1
(FO 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 4-3-13 Toranomon, Minato-ku, Tokyo, Japan 105-0001 (hereinafter “Party A”) and _____________________________________________________________ (hereinafter “Party B”) with regard to the Test Collection 1 created by “Party A”.

Section 1 (Data Content)
“Test Collection 1” consists of the data included in the “NACSIS Academic Conference Paper Database”, search topics, and relevance judgment for each search topic.

Section 2 (Permission for Use)
“Party A” hereby grants “Party B” the use of “Test Collection 1” 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. “Party A” 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 1”.
2. “Party A” retains all copyright law rights related to “Search Topics” as well as the “Relevance Judgments” in “Test Collection 1”.
3. “Party B” retains all intellectual property rights related to techniques, technologies, systems, etc., developed by “Party B” through the use of “Test Collection 1”.

Section 4 (Scope of Authorized Use)
1. “Party B” shall use “Test Collection 1” solely for research purposes. “Party B” shall not use “Test Collection 1” to gain direct profit.
2. “Party B” shall not sell, loan, publish or distribute to a third party “Test Collection 1”, copies of “Test Collection 1”, or data that would enable a third party to reproduce “Test Collection 1”.

Section 5 (Method of Provision)
“Test Collection 1” shall be made available to “Party B” by “Party A”.

Section 6 (Scope of Users)
1. The scope of users for “Test Collection 1” shall be limited to “Party B” personally or to the members of a group working directly with “Party B” for research purposes.
2. “Party B” shall maintain a list of users, and shall make this list available without delay to “Party A” when a request for such a list has been made by “Party A”.

Section 7 (Presentation of Knowledge)
1. “Party B” may present research findings related to knowledge obtained through the use of “Test Collection 1” provided that such a presentation is within the limits set out by this memorandum.
2. “Party B” may quote the data contained in “Test Collection 1” in parts during the course of a study presentation if and only if such an action is a necessary part of reporting “Party B”’s own research study. In the said case, “Party B” shall not violate the rights of the authors, or the rights of other parties such as the publishers, of the quoted part(s).
3. “Party B” shall clearly document in the paper presented, in words specified by “Party A”, the fact of “Party B”’s use of “Test Collection 1”.
4. “Party B” shall submit to “Party A” 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. “Party B” shall consult and obtain permission from “Party A” when “Party B” present research findings which include the disclosure of data or program codes obtained through the use of “Test Collection 1”.
6. “Party B” shall not employ evaluation results obtained through the use of “Test Collection 1” 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

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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 “Party A” or by “Party B” more than one month before the expiration date of the memorandum. This shall apply to consecutive fiscal years as well. If the organizational structure of “Party B” or “Party B”’s affiliation is changed, “Party B” shall report the change to “Party A” without delay and, if necessary, shall sign another memorandum.

Section 9 (Submission of a Report)
“Party B” shall submit a report on the research activities conducted using “Test Collection 1” to “Party A” at least one month before the expiration date of the memorandum.

Section 10 (Termination of Data Use)
“Party B” shall, at the request of “Party A”, immediately cease use of “Test Collection 1” and delete all corresponding data without delay if:
1. Any violation of this memorandum is noted. In this case, “Test Collection 1” 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 “Party A” shall be deleted without delay.

Section 11 (Court of Competent Jurisdiction)
The Tokyo District Court shall be the court of competent jurisdiction for all petitions and suits related to this memorandum.

Section 12 (Undefined Issues)
Should any issues undefined by this memorandum arise, “Party A” and “Party B” 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

Party A: 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

Party B: ___________________________________________________
Signature: ___________________________________________________
Name (in print): ___________________________________________________
Title: ___________________________________________________
Division: ___________________________________________________
Notice address: ___________________________________________________

2010-11-19
MEMORANDUM ON PERMISSION TO USE  
“TAGGED DATA COLLECTION (APPENDIX TO TEST COLLECTION 1)”  
( 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 4-3-13 Toranomon, Minato-ku, Tokyo, Japan 105-0001 (hereinafter “Party A”) and _____________________________________________________________ (hereinafter “Party B”) with regard to the “Tagged Data Collection (Appendix to Test Collection 1)” (hereinafter “Tagged Data Collection”) created by “Party A”. For this memorandum to become in effect, it is required that the “Memorandum on Permission to Use Test Collection 1(For Research Purpose Users)” be in effect.

Section 1 (Data Content)
“Tagged Data Collection” consists of the textual data (titles and abstracts) in the field of artificial intelligence, extracted from “NACSIS Academic Conference Paper Database”, and the linguistic information (segmentation of words and morphemes, pronunciation, canonical form and types of origin) attached to the textual data.

Section 2 (Permission for Use)
“Party A” hereby grants “Party B” the use of “Tagged Data Collection”.

Section 3 (Retention of Rights)
1. “Party A” and those academic institutions which provided the data retain all copyright law rights related to the “textual data” as well as the database in “Tagged Data Collection”.
2. “Party A” retains all copyright law rights related to “linguistic information” in “Tagged Data Collection”.

Section 4 (Scope of Authorized Use)
1. “Party B” shall use “Tagged Data Collection” solely for research purposes. “Party B” shall not use “Tagged Data Collection” to gain direct profit.
2. “Party B” shall not sell, loan, publish or distribute to a third party “Tagged Data Collection”, copies of “Tagged Data Collection”, or the data enabling a third party to reproduce “Tagged Data Collection”.

Section 5 (Method of Provision)
“Tagged Data Collection” shall be made available to “Party B” by “Party A”.

Section 6 (Scope of Users)
1. The scope of users for “Tagged Data Collection” shall be limited to “Party B” personally or to the members of a group working directly with “Party B” for research purposes.
2. “Party B” shall maintain a list of users, and shall make this list available without delay to “Party A” when a request for such a list has been made by “Party A”.

Section 7 (Presentation of Knowledge)
1. “Party B” may present research findings related to knowledge obtained through the use of “Tagged Data Collection” provided that such a presentation is within the limits set out by this memorandum.
2. “Party B” may quote the data contained in “Tagged Data Collection” in parts during the course of a study presentation if and only if such an action is a necessary part of reporting “Party B”’s own research study. In the said case, “Party B” shall not violate the rights of the authors, as well as of other parties such as the publishers, of the quoted part(s).
4. “Party B” shall submit to “Party A” bibliographic information (the title of the accepting publication, volume, number, pages, publisher name, date and others) and three printed copies or photocopies of the paper presented.
5. For the disclosure of data or program codes obtained through the use of “Tagged Data Collection”, “Party B” shall discuss with “Party A” and shall obtain the permission of “Party A” in advance.
6. “Party B” shall not employ evaluation results obtained through the use of “Tagged Data Collection” in product endorsement, advertising, or marketing documents.

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 “Party A” or by “Party B” more than one month before the expiration date of the memorandum. This shall apply to consecutive fiscal years as well. If the organizational structure of “Party B” or “Party B”’s affiliation is changed, “Party B” shall report it to “Party A” without delay and, if necessary, shall sign another memorandum.

2010-11-19
Section 9 (Submission of a Report)
“Party B” shall submit a report on the research activities conducted using “Tagged Data Collection” to “Party A” at least one month before the expiration date of the memorandum.

Section 10 (Termination of Data Use)
“Party B” shall, at the request of “Party A”, immediately cease use of “Tagged Data Collection” and delete all corresponding data without delay if:
1. Any violation of this memorandum is noted. In this case “Tagged Data Collection” shall be erased in its entirety.
2. Parties with copyrights to certain data request termination of the use of the data. In this case all data specified by “Party A” shall be deleted without delay.

Section 11 (Court of Competent Jurisdiction)
The Tokyo District Court shall be the court of competent jurisdiction for all petitions and suits related to this memorandum.

Section 12 (Undefined Issues)
Should any issues undefined by this memorandum arise, “Party A” and “Party B” shall enter into a sincere discussion and 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

Party A: 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

Party B: ___________________________________________________
Signature: ___________________________________________________
Name (in print): ____________________________________________
Title: ____________________________________________________
Division: _________________________________________________
Notice address: ____________________________________________

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