

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

This Memorandum is made and entered into this [] day [], 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, Japan 190-0014 (hereinafter "Party A") and _____ (hereinafter "Party B") with regard to the Test Collection 2 created by National Institute of Informatics, a division of "Party A".

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)

"Party A" hereby grants "Party B" 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. "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 2".
2. "Party A" retains all copyright law rights related to "Search Topics" as well as the "Relevance Judgments" in "Test Collection 2".
3. "Party B" retains all intellectual property rights related to techniques, technologies, systems, etc., developed by "Party B" through the use of "Test Collection 2".

Section 4 (Scope of Authorized Use)

1. "Party B" shall use the "Test Collection 2" solely for research purposes. "Party B" shall not use "Test Collection 2" to gain direct profit.
2. "Party B" 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)

"Test Collection 2" shall be made available to "Party B" by "Party A".

Section 6 (Scope of Users)

1. The scope of users for "Test Collection 2" 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 such for 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 2" 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 2" 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 lights 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 2".
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 by the use of "Test Collection 2".
6. "Party B" 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.

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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 2" 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 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 "Party A" shall be deleted without delay.

Section 11 (Court of Competent Jurisdiction)

The Tokyo District Court shall be 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): Ryoichi Fujii
Title: President
Division: Inter-University Research Institute Corporation Research Organization of Information and Systems
Notice address: 10-3 Midori-cho, Tachikawa-shi, Tokyo JAPAN

Contact address: NTCIR Project Office, National Institute of Informatics
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: _____

