

**MEMORANDUM ON PERMISSION TO USE
NTCIR-3 (NTCIR-4) WEB DOCUMENT DATA
(FOR RESEARCH PURPOSES)**

This Memorandum has been made and entered into by The National Institute of Informatics (hereinafter "Party A") and _____ (hereinafter "Party B") with regard to "NTCIR-3(NTCIR-4) WEB Document Data" which Party A provides as an outcome of the NTCIR Workshop 3(the NTCIR Workshop 4).

Article 1 Description of Data

NTCIR-3(NTCIR-4) WEB Document Data (hereinafter "Document Data") is defined as text data which Party A has gathered mainly from data provided on the World Wide Web in the JP domain from August through November 2001 and to which tags have been assigned.

Article 2 Permission for Use

Party A hereby permits Party B to use the Document Data.

Article 3 Retention of Rights

1. Each Web page creator or party to whom rights have been transferred from the creator retains all rights under the Copyright Law relating to Web page data which is included in the Document Data. Party A retains all rights under the Copyright Law relating to the choice, arrangement and editing of the Document Data.
2. Party B retains all intellectual property rights relating to the technology and systems developed by Party B using the Document Data.

Article 4 Scope of Authorized Use

1. Party B shall use the Document Data solely for research purposes.
2. Party B shall not sell, lend, publish, or distribute to a third party the Document Data, copies of whole or part of the Document Data, or data which would enable restoration of the Document Data. Distribution also includes making data transmittable.
3. Party B shall use the Document Data, copies of whole or part of the Document Data, and data which would enable reproduction of the Document Data, solely on a computer (hereinafter "computer for processing") which Party A sets up and assigns to Party B in the Research Center for Information Resources (hereinafter "the Center") of The National Institute of Informatics, or which Party B sets up in the Center upon receiving permission from Party A.

Article 5 Method of Provision

1. Party A will provide the Document Data to Party B either by downloading through the Internet or by a technologically appropriate media (hereinafter "the Media") such as hard disk drive or other.
2. When applicable, Party B shall, without delay, store the Document Data in a computer or other which Party B has arranged and return the Media to Party A.

Article 6 Scope of Users

1. The scope of users of the Document Data shall be limited to Party B, members who belong to the same organization as Party B does and who conduct joint research immediately with Party B, and graduate students and the like whom Party B immediately supervises.
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 Document Data provided that the aforementioned presentation is within the limits of this Memorandum.
2. Party B may quote in part data included in the Document Data 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 copyright.
3. In words specified by Party A, Party B shall clearly mention Party B's use of the Document Data in the paper, thesis or such that Party B presents.
4. Party B shall submit to Party A one (1) offprint or one (1) copy of the publication with its bibliographic information (the titles of the publication, volumes, pages, publishers' names, dates and so forth).
5. Party B shall consult in advance with Party A when Party B intends to disclose data or program codes obtained by the use of the Document Data.
6. Party B shall not use evaluation results obtained through use of the Document Data for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 8 Duration of Memorandum

1. This Memorandum shall be in effect from the time of Memorandum conclusion until 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.

2. After expiration of the term, Party B shall promptly delete the Document Data from any computer or media onto which it has been copied.
3. 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 Report

Party B shall submit to Party A a report concerning research activities conducted by Party B using the Document Data in the fiscal year 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, Party B shall, upon instructions from Party A, immediately discontinue use of the Document Data and promptly delete the Document Data and all data obtained by processing the Document Data 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 Web page data included in the Document Data, Party B must delete the said data upon instructions from Party A.

Article 11 Exemption from Liability

Party A shall not for any reason whatsoever be responsible for losses arising from Party B's use of the Document Data.

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): Noriko Kando
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Postal code: 101-8430

(Party B)
Signature: _____
Name (in print): _____
Position: _____
Department: _____
Institution: _____
Address: _____
Country: _____
Postal code: _____