

**MEMORANDUM ON PERMISSION TO USE
NTCIR-3 PATENT RETRIEVAL TASK TEST COLLECTION
(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 NTCIR-3 Patent Retrieval Task Test Collection which Party A provided at the NTCIR Workshop 3.

Article 1. Description of Data

1. NTCIR-3 Patent Retrieval Task Document Data (hereinafter "Document Data") consists of "Publication of Unexamined Patent Applications (1998, 1999)", "Patent Abstracts of Japan (1995, 1996, 1997, 1998, 1999)", "JAPIO Patent Abstracts (1995, 1996, 1997, 1998, 1999)" and "Test Collection for PATOLIS System".
2. NTCIR-3 Patent Retrieval Task Information Retrieval Data (hereinafter "IR Data") consists of a set of queries pertaining to the contents of the Document Data, the ID lists of the relevant documents for each query, and words or phrases extracted from Document Data which justify these relevant documents. Each query includes a news article chosen from "NTCIR-3 MAINICHI Newspaper Article Data".
3. NTCIR-3 MAINICHI Newspaper Article Data consists of the data included "Mainichi Newspaper Full-Text Article Database CD-ROMs (1998, 1999)" sold by the Mainichi Newspaper Co.
4. NTCIR-3 Patent Retrieval Task Test Collection (hereinafter "Test Collection") consists of Document Data and IR Data.

Article 2. Permission for Use

Party A hereby permits Party B to use the Test Collection.

Article 3. Retention of Rights

1. Japan Patent Office retains all rights under the Copyright Law relating to "Publication of Unexamined Patent Applications (1998, 1999)" and "Patent Abstracts of Japan (1995, 1996, 1997, 1998, 1999)".
2. PATOLIS Co. retains all rights under the Copyright Law relating to "JAPIO Patent Abstracts (1995, 1996, 1997, 1998, 1999)" and "Test Collection for PATOLIS System".
3. Party A and the Japan Intellectual Property Association retain all rights under the Copyright Law relating to IR Data.
4. Mainichi Newspaper Co. retains all rights under the Copyright Law relating to "NTCIR-3 MAINICHI Newspaper Article Data".
5. Party B retains all intellectual property rights relating to the technology and systems developed by Party B using Test Collection.

Article 4. Scope of Authorized Use

1. Party B shall use Test Collection solely for research purposes.
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. This also includes making data transmittable for distribution purposes.

Article 5. Method of Provision

1. Party A will provide Test Collection to Party B using a technologically appropriate method.

Article 6. Scope of Users

1. The scope of users of 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 Test Collection provided that the aforementioned presentation is within the limits of this Memorandum. Party B shall consult with Party A before Party B present research findings which include the disclosure of data or program codes obtained by the use of the Test Collection.
2. Party B may quote in part data included in 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. Party B shall always reference the proceedings of the 3rd NTCIR workshop and clearly mention in the paper, thesis or such that Party B presents: (a) Party B's use of the Document Data and (b) Party B's use of the Test Collection.
4. Party B shall submit to Party A: (a) a publication report including bibliographic information of the publication (the titles of the publication, volume, pages, publishers' names and dates), and (b) one (1) offprint or one (1) copy of the publication each time when Party B publishes the research results using the Test Collection or part of the Test Collection.
5. 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

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 the affiliation of Party B is changed, Party B shall report the change to Party A without delay and, if necessary, shall sign another Memorandum.

Article 9. Submission of Reports

Party B shall submit to Party A a report concerning research activities conducted by Party B during the duration of the Memorandum using the Test Collection 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 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 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 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.

For and on behalf of

Party A

Signature: _____

Name (in print):

Noriko Kando

Title:

Leader, NTCIR Project, Professor

Division:

The National Institute of Informatics

Institution:

Research Organization of Information and Systems

Notice address:

2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo
JAPAN
101-8430

Party B

Signature: _____

Name (in print): _____

Title: _____

Division: _____

Institution: _____

Notice address: _____

