

**MEMORANDUM ON PERMISSION TO USE
NTCIR-5 CROSS-LINGUAL INFORMATION 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 the "NTCIR-5 Cross-Lingual Information Retrieval Task Test Collection" which Party A provides at the NTCIR Workshop 5.

Article 1. Description of Data

1. NTCIR-5 Cross-Lingual Information Retrieval Task Document Data (hereinafter "Document Data") is defined as data which appears in Appendix A that Party A is granted permission by the rightful copyright holder(s) or executor(s) thereof to permit use of the data for the users of the Test Collection of the NTCIR Workshop 5.
2. NTCIR-5 CLIR Cross-Lingual 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.
3. The NTCIR-5 CLIR Cross-Lingual Information Retrieval Task Test Collection (hereinafter "Test Collection") consists of the Document Data and IR Data.

Article 2. Retention of Rights

1. The copyright holders of the data, whose names appear in Appendix A, retain all rights under the Copyright Law relating to Document Data.
2. Party A retains all rights under the Copyright Law relating to IR Data.
3. Party B retains all intellectual property rights relating to the technology and systems developed by Party B using the Test Collection.
4. Party A retains all intellectual property rights relating to analytical results obtained by Party A and improvements on the Test Collection and such made by Party A based on data submitted by Party B.

Article 3. Permission for Use

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

Article 4. Scope of Authorized Use

1. Party B shall use the Test Collection solely for the purpose of research related to information retrieval and natural language processing.
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. Distribution includes making data transmittable.

Article 5. Method of Provision

1. Party A will provide IR Data to Party B by transferring the data files electronically.
2. Party A will provide Document Data using a technologically appropriate method.

Article 6. Scope of Users

1. The scope of users of the 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 the Test Collection provided that the aforementioned presentation is within the limits of this Memorandum.
2. Party B may quote in part data included in the 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 NTCIR workshop 5 proceedings and clearly state in the paper, thesis or other presentation 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) two (2) offprints or two (2) copies of the publication each time when Party B publishes the research results using the Test Collection or part of the Test Collection.
5. Before making public any information data or programs developed using the Test Collection, Party B should consult with Party A in advance to receive consent.
6. 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 date first above written until and inclusive of 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 Party B would not like to automatically renew the terms, after expiration of the term, Party B shall promptly delete the Test Collection from any computer or media onto which it has been copied. 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. Party B shall submit a document attesting to deletion of the data to Party A.
2. If there is a request to discontinue the use of data from the copyright holder(s) or their executor(s) of the Document Data, Party B must delete said data upon instructions from Party A. Party B shall also submit a document attesting to deletion of the data to Party A.

Article 11. Exemption from Liability

Party A and the copyright holder(s) or their executor(s) of the Data shall not for any reason whatsoever be responsible for losses arising from Party B's use of the Test Collection.

Article 12. Governing Law

The validity, construction and performance of this Memorandum shall be governed by, and interpreted in accordance with, the laws of Japan. Both parties agree to submit to the exclusive jurisdiction of the courts of Japan. The English version of this Memorandum shall be the original text and controlling.

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: 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: _____

Appendix A

“Document data” refer to the resources selected below (*please tick the resources you are requesting*):

A.1 Chinese Dataset (traditional)

- CIRB040: United Daily News, United Express, Ming Hseng News, Economic Daily News (Copyright: UDN.COM news agency) 2000-2001

A.2 Korean Dataset

- Hankookilbo (Copyright: Hankooki.com Inc.,) 2000-2001
- Chosunilbo (Copyright: Chosun Ilbo Co., Ltd)2000-2001

A.3 English Dataset

- Mainichi Daily News (Copyright: Mainichi Newspaper) 2000-2001
- Korea Times (Copyright: Hankooki.com Ltd.) 2000-2001