

**MEMORANDUM ON PERMISSION TO USE  
NTCIR-5 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 the "NTCIR-5 Patent Retrieval Task Test Collection" which Party A provides at the NTCIR Workshop 5.

**Article 1. Description of Data**

1. NTCIR-5 Patent Retrieval Task Test Collection (hereinafter "Test Collection") is defined as data which appears in Appendix A.
2. In Appendix A, Research Task Data consists of a set of topics, relevant documents for search topics, correct answers for classification topics, and additional data for system training purposes.

**Article 2. Retention of Rights**

1. Party A and the Japan Intellectual Property Association (JIPA) retain all rights under the Copyright Law relating to the subset of the Research Task Data that is common to NTCIR-4 Patent Retrieval Task Test Collection and the Grounds Passage Data in Appendix A.
2. Party B retains all intellectual property rights relating to the technology and systems developed by Party B using the Test Collection.
3. 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 also includes making data transmittable.

**Article 5. Method of Provision**

1. Party A will provide Test Collection 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 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 NTCIR workshop 5 and clearly state 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. 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.

**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 Document Data, Party B must delete said data upon instructions from Party A. Party B shall 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: 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Appendix A**

“Document data” refer to the resources selected below:

- Publication of unexamined patent applications 1993-2002
- Patent Abstracts of Japan (PAJs) 1993-2002
- Research Task Data
- Grounds Passage Data