MEMORANDUM ON PERMISSION TO USE
NTCIR 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 “NII”) and ____________________________________________________________________________________________ (hereinafter “USER/USER’S RESEARCH GROUP”) with regard to the NTCIR-7 Multilingual Opinion Analysis Test Collection which NII provides at the NTCIR Workshop.

Article 1. Description of Data
1. Document Data is defined as data which appears in Section 1 of the Appendix attached herein.
2. Task Data is defined as data which appears in Section 2 of the Appendix attached herein.
3. Test Collection consists of the Document Data and Task Data.

Article 2. Retention of Rights
1. The copyright holders of Document Data are defined in Section 3 of the Appendix attached herein.
2. The copyright holders of Task Data are defined in Section 4 of the Appendix attached herein.
3. USER/USER’S RESEARCH GROUP retains all intellectual property rights relating to the technology and systems developed by USER/USER’S RESEARCH GROUP using the Test Collection.
4. NII retains all intellectual property rights relating to analytical results obtained by NII and improvements on the Test Collection and such made by NII based on data submitted by USER/USER’S RESEARCH GROUP.

Article 3. Permission for Use
NII hereby permits USER/USER’S RESEARCH GROUP to use the Test Collection.

Article 4. Scope of Authorized Use
1. USER/USER’S RESEARCH GROUP shall use the Test Collection solely for the purpose of research related to information retrieval and natural language processing.
2. USER/USER’S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Test Collection, copies of the Test Collection, or processed data which would enable a third party to reproduce the Test Collection.

Article 5 Method of Provision
NII will provide the Test Collection to USER/USER’S RESEARCH GROUP using a method which is defined in Section 5 of the Appendix attached herein.

Article 6 Scope of Users
1. The scope of users of the Test Collection shall be limited to USER/USER’S RESEARCH GROUP and members of the immediate group jointly conducting research with USER/USER’S RESEARCH GROUP.
2. USER/USER’S RESEARCH GROUP shall maintain a list of users and make this list available to NII without delay upon request from NII.

Article 7 Presentation of Knowledge
1. USER/USER’S RESEARCH GROUP may present research findings concerning knowledge obtained using the Test Collection provided that the aforementioned presentation is within the limits of this Memorandum.
2. USER/USER’S RESEARCH GROUP may quote in part data included in the Test Collection and (b) USER/USER’S RESEARCH GROUP’s use of the Test Collection.
3. NII retains all intellectual property rights relating to analytical results obtained by NII and improvements on the Test Collection.

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 NII or by USER/USER’S RESEARCH GROUP more than one month before the expiration date of the Memorandum. This shall apply to consecutive fiscal years as well. If USER/USER’S RESEARCH GROUP would not like to automatically renew the terms, after expiration of the term, USER/USER’S RESEARCH GROUP shall promptly delete the Test Collection from any computer or media onto which it has been copied. If the organizational structure of USER/USER’S RESEARCH GROUP or the affiliation of USER/USER’S RESEARCH GROUP is changed, USER/USER’S RESEARCH GROUP shall report the change to NII without delay and, if necessary, shall sign another Memorandum.
Article 9. Submission of Reports
USER/USER’S RESEARCH GROUP shall submit to NII a report concerning research activities conducted by USER/USER’S RESEARCH GROUP 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, USER/USER’S RESEARCH GROUP shall, upon instructions from NII, 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. USER/USER’S RESEARCH GROUP shall submit a document attesting to deletion of the data to NII.
2. If there is a request to discontinue the use of data from the copyright holder(s) or their executor(s) of the Test Collection, USER/USER’S RESEARCH GROUP must delete said data from any computer or media onto which it has been copied upon instructions from NII. USER/USER’S RESEARCH GROUP shall submit a document attesting to deletion of the data to NII.

Article 11. Exemption from Liability
NII and the copyright holder(s) or their executor(s) of the Test Collection shall not for any reason whatsoever be responsible for losses arising from USER/USER’S RESEARCH GROUP’s use of the Test Collection.

Article 12. Undefined Issues
Should any issues undefined in this Memorandum arise, both parties shall confer in good faith and resolve such issues.

Article 13. Jurisdiction
All disputes relevant to this Memorandum shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan as court of first instance. The validity, construction and performance of this Memorandum shall be governed by, and interpreted in accordance with, the law of Japan.

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

NII: Inter-University Research Institute Corporation
Research Organization of Information and Systems

Signature: ___________________________________________________
Name (in print): Noriko Kando
Title: Leader, NTCIR Project, Professor
Division: The National Institute of Informatics
Notice address: 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo
JAPAN
101-8430

Signed for and on behalf of

USER/USER’S RESEARCH GROUP:
Signature: ___________________________________________________
Name (in print): ___________________________________________________
Title: ___________________________________________________
Division: ___________________________________________________
Notice address: ___________________________________________________

APPENDIX—NTCIR-7 MULTILINGUAL OPINION ANALYSIS TEST COLLECTION  
(FOR RESEARCH PURPOSE USERS)

Section 1.
A formal name is called NTCIR-7 Multilingual Opinion Analysis Document Data with, and the term of "Document Data", is defined as data selected and composed by USER/USER’S RESEARCH GROUP from data which appears in Table A that NII 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 7.

Table A (please tick the resources you are requesting):  
- □ A.1 English Dataset  
  Mainichi Daily News 1998-2001 (Copyright holder: Mainichi Newspaper)  
  Korea Times 1998-2001 (Copyright holder: Hankooki.com Inc., Licensor: Korean Institute of Science and Technology Information)  
  Hong Kong Standard 1998-1999 (Copyright holder: the Sing Tao Group, Licensor: Wisers Information Ltd.)  
  Straits Times 1998-2001 (Copyright holder: Singapore Press Holdings Limited)
- □ A.2 Chinese Dataset (Traditional)  
- □ A.3 Chinese Dataset (Simplified)  
  Lianhe Zaobao 1998-2001 (Copyright holder: Singapore Press Holdings Limited)

Section 2.
1. A formal name is called NTCIR-7 Multilingual Opinion Analysis Task Data with, and the term of "Task Data", consists of Annotation Data and Topic Data.
2. Annotation Data is defined as data selected and composed by USER/USER’S RESEARCH GROUP from data which appears in Table B and consists of a set of annotations pertaining to the subset of documents included in the corresponding document data which appears in Table B.

Table B (please tick the resources you are requesting):  
- □ B.1 NTCIR-7 Multilingual Opinion Analysis Japanese Annotation Data  
  Mainichi Newspaper Full-Text Article Database 1998-2001 (Copyright holder: Mainichi Newspaper)
- □ B.2 NTCIR-7 Multilingual Opinion Analysis English Annotation Data: Part A  
  Mainichi Daily News 1998-2001 (Copyright holder: Mainichi Newspaper)  
  Korea Times 1998-2001 (Copyright holder: Hankooki.com Inc., Licensor: Korean Institute of Science and Technology Information)  
  Hong Kong Standard 1998-1999 (Copyright holder: the Sing Tao Group, Distribution rights: Wisers Information Ltd.)  
  Straits Times 1998-2001 (Copyright holder: Singapore Press Holdings Limited)
- □ B.3 NTCIR-7 Multilingual Opinion Analysis Chinese (Traditional) Annotation Data  
- □ B.4 NTCIR-7 Multilingual Opinion Analysis Chinese (Simplified) Annotation Data: Part A  
  Lianhe Zaobao 1998-2001 (Copyright holder: Singapore Press Holdings Limited)

3. Topic Data is defined as a set of topics with associated metadata and a set of relevant documents from the Document Data.

Section 3.
The copyright holders of the data, whose names appear in Table A, retain all rights under the Copyright Law relating to Document Data.

Section 4.
NII retains all rights under the Copyright Law relating to a set of topics with associated metadata included in the Task Data. NII retains all rights under the Copyright Law relating to annotations included in Annotation Data. The copyright holders of the data, whose names appear in Table B, retain all rights under the Copyright Law relating to the documents that the above-mentioned annotations are assigned to and included in Annotation Data, and a set of relevant documents from the Document Data. Task Data is concerned with the contents of documents included in the Document Data; however, this data has been created by NII for the purpose of the NTCIR Workshop, and all rightful holders of the documents in the Document Data under the Copyright Law are not responsible for their content.

Section 5.
1. NII will provide Document Data to USER/USER’S RESEARCH GROUP by using a technologically appropriate method.
2. NII will provide Task Data to USER/USER’S RESEARCH GROUP by transferring the data files electronically.

2010/11/16