MEMORANDUM ON PERMISSION TO USE NTCIR-13 OpenLiveQ TASK PARTICIPANT TEST COLLECTION (FOR NTCIR PARTICIPANTS)

 This Memorandum is made and entered into this [
] day [
], year [
] between 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 "ROIS")
 and

(hereinafter "USER/USER'S RESEARCH

GROUP") with regard to the NTCIR-13 OpenLiveQ Task Participant Test Collection which National Institute of Informatics, a division of ROIS provides and organized at the NTCIR 13.

Article 1. Description of Data

 "Yahoo Chiebukuro Search Data" is defined as the undermentioned data for which ROIS is granted permission by Yahoo Japan Corporation to permit use of the Yahoo Chiebukuro Search Data to USER/USER'S RESEARCH GROUP, which is an institute that for the purpose of accomplishing the research related information science wishes to make use of the Yahoo Chiebukuro Search Data and passed the examination by ROIS. (Yahoo Chiebukuro Search Data)

Yahoo Chiebukuro Search Data refers to task queries of NTCIR (ROIS Testbeds and Community for Information access research) project that ROIS shall implement, search results for the task queries, and summary of the user behaviors on the search results for evaluation (the details appear in the Appendix attached herein). The Yahoo Chiebukuro Search Data includes its reproduction and related documents necessary for use of the Yahoo Chiebukuro Search Data by USER/USER'S RESEARCH GROUP, designated by Yahoo Japan Corporation (secret information is excluded) from the data that is concerned about a service provided by Yahoo Japan Corporation as their business.

- 2. Task Data consists of a set of relevance judgments related to NTCIR-13 OpenLiveQ Task of the NTCIR that ROIS organizes.
- 3. Raw Submission Data is defined as results submitted by NTCIR-13 OpenLiveQ task participants of the NTCIR that ROIS organizes.
- 4. Evaluation Data is data obtained by using the basic evaluation tools defined by ROIS against "Raw Submission Data".
- 5. Test Collection consists of the Yahoo Chiebukuro Search Data, Task Data, Raw Submission Data and Evaluation Data.

Article 2. Retention of Rights

- 1. ROIS and NTCIR-13 OpenLiveQ task organizers or affiliations of each NTCIR-13 OpenLiveQ task organizer retain all rights under the Copyright Law relating to Task Data.
- 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.
- 3. ROIS retains all intellectual property rights relating to analytical results obtained by ROIS and improvements on the Test Collection and such made by ROIS based on data submitted by USER/USER'S RESEARCH GROUP.

Article 3. Permission for Use

ROIS hereby permits USER/USER'S RESEARCH GROUP to use the Test Collection.

Article 4. Scope of Authorized Use

- USER/USER'S RESEARCH GROUP shall use the Test Collection solely for the purpose of accomplishing tasks set out in the NTCIR and for the purpose of research related to the tasks.
- In conducting research required for information science, USER/USER'S RESEARCH GROUP shall use the Yahoo Chiebukuro Search Data as objectives of analysis, and shall not be allowed to use the Yahoo Chiebukuro Search Data exceeding the extent necessary to publish the results of the research.
- 3. USER/USER'S RESEARCH GROUP shall restrict uses of the Yahoo Chiebukuro Search Data are done only by the following Research Representative (hereinafter referred to as "Representative") and by those who belong to the organization (regardless of its name, such as "laboratory", "group" or "project") that Representative is a member of, and do research jointly with Representative or are graduate students and the like Representative supervises (hereinafter referred to as "Group").

Research Representative:

Name:

Title:

- Affiliation:
- 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.
- 5. USER/USER'S RESEARCH GROUP shall maintain a list of users and make this list available to ROIS without delay upon request from ROIS.

Article 5. Method of Provision

ROIS will provide the Test Collection to USER/USER'S RESEARCH GROUP using a technologically appropriate method.

Article 6. 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. If USER/USER'S RESEARCH GROUP publishes the results of research conducted by using the Test Collection, before or after the said publication, USER/USER'S RESEARCH GROUP shall present to ROIS printed matter and other material related to the said results or, if USER/USER'S RESEARCH GROUP publishes a paper based on the results of research conducted by USER/USER'S RESEARCH GROUP using the Test Collection, a publication report including bibliographic information of the publication (the titles of the publication, volume, pages, publishers' names and dates, etc.) as well as two (2) offprints or two (2) copies of the presented paper each time when USER/USER'S RESEARCH GROUP publishes the research results using the Test Collection or part of the Test Collection.

If USER/USER'S RESEARCH GROUP publishes or presents the research findings concerning knowledge obtained using the Test Collection towards media or, if USER/USER'S RESEARCH GROUP receives an interview of the research findings concerning knowledge obtained using the Test Collection, USER/USER'S RESEARCH GROUP shall receive consent in writing from ROIS in advance.

- 3. USER/USER'S RESEARCH GROUP shall not be allowed to quote in part data included in the Test Collection exceeding the extent necessary to describe USER/USER'S RESEARCH GROUP's own research. USER/USER'S RESEARCH GROUP shall refrain from entering in the printed material, etc. or publications mentioned in the preceding paragraph information obtained from the Test Collection that could identify specific individuals.
- 4. If USER/USER'S RESEARCH GROUP publishes the results of research conducted by using the Yahoo Chiebukuro Search Data, USER/USER'S RESEARCH

GROUP shall be required to indicate, through printed material, video, broadcast and other directly perceptible method, that the research concerned are based on the results USER/USER'S RESEARCH GROUP obtained by analyzing the Yahoo Chiebukuro Search Data that USER/USER'S RESEARCH GROUP received from ROIS. However, in executing the text of this paragraph, USER/USER'S RESEARCH GROUP may not use the trademark, service mark, logo, etc. of Yahoo Japan Corporation.

- USER/USER'S RESEARCH GROUP may quote in part data included in the Test Collection if and only if the aforementioned data is required to describe USER/USER'S RESEARCH GROUP's own research. In such cases, USER/USER'S RESEARCH GROUP shall not violate the rights of the authors, publishers and others protected by copyright.
- 6. When USER/USER'S RESEARCH GROUP shall present research findings concerning knowledge obtained using the Raw Submission Data and Evaluation Data, USER/USER'S RESEARCH GROUP shall clearly mention USER/USER'S RESEARCH GROUP's use of the data and clearly state the experimental nature of the data and the data collection procedure of the data.
- 7. USER/USER'S RESEARCH GROUP shall always reference the NTCIR proceedings and clearly state in the paper, thesis or other presentation that USER/USER'S RESEARCH GROUP presents USER/USER'S RESEARCH GROUP's use of the Test Collection.
- 8. Before making public any information data developed using the Test Collection, USER/USER'S RESEARCH GROUP should receive consent in writing from ROIS in advance.
- USER/USER'S RESEARCH GROUP shall not use evaluation results obtained through use of the Test Collection for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 7. Duration of Memorandum

- This Memorandum shall be in effect from the date first above written until and inclusive of the last day of September 2018. The effect of the Memorandum shall be
 extended automatically to another fiscal year, unless a written objection is issued either by ROIS 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.
- 2. Notwithstanding the provisions of the preceding paragraph, upon one (1) month prior notice to USER/USER'S RESEARCH GROUP, ROIS may terminate this Memorandum prospectively.
- 3. If USER/USER'S RESEARCH GROUP would not like to automatically renew the original terms and the renewal 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.
- 4. 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 ROIS without delay and, if necessary, shall sign another Memorandum.

Article 8. Submission of Reports

- 1. USER/USER'S RESEARCH GROUP shall submit to ROIS a report on research outcomes in accordance with procedures specified at the NTCIR.
- 2. USER/USER'S RESEARCH GROUP shall submit to ROIS 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 9. Termination of Data Use

- If the use of data is deemed to be in violation of the Memorandum, USER/USER'S RESEARCH GROUP shall, upon instructions from ROIS, 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 ROIS.
- 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 ROIS. USER/USER'S RESEARCH GROUP shall submit a document attesting to deletion of the data to ROIS.

Article 10. Exemption from Liability

ROIS 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 11. Undefined Issues

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

Article 12. 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

a.

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

Signature:	
Name (in print):	Masaru Kitsuregawa
Title:	Director General
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-13 OpenLiveQ TASK PARTICIPANT TEST COLLECTION (FOR NTCIR 13 PARTICIPANTS)

- Task queries of NTCIR are the queries extracted from search logs of Yahoo Japan Corporation, which were selected from the perspective of the possibility of the evaluation by NTICR-13 OpenLiveQ task organizers, and are used in the evaluation of question retrieval systems for community question-answering services.
- 2. Search results for the task queries consist of question identifiers and search results sorted by the relevance to the task queries in the community question-answering service of Yahoo Japan Corporation.
- Summary of the user behaviors on the search results for evaluation is data extracted from the click behavior data of searchers and summarized with privacy information, confidential information, etc. removed, in order to evaluate the performance achieved by search systems for research purposes.