

**MEMORANDUM ON PERMISSION TO USE
THE “Yahoo! Search Query Data”**

This Memorandum is made and entered into this [] day [], year [] by and 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”). Under this Memorandum, according to the contract entered into by and between NII and Yahoo Japan Corporation, NII shall provide data stipulated in Article 1.

Article 1. Description of Data

A formal name is called “Yahoo!SearchQueryData” with, and the term of “DATA”, is defined as the undermentioned data that NII is granted permission by Yahoo Japan Corporation to permit use of the DATA to USER/USER’S RESEARCH GROUP, which is a institute that for the purpose of accomplishing the research related information science wish to make use of the DATA and passed the examination by NII. The said DATA is includes its reproduction and the relative documents necessary to use of the DATA by USER/USER’S RESEARCH GROUP, designated by Yahoo Japan Corporation (secret information is excluded) from the data that concerning a service provided by Yahoo Japan Corporation as their business. The said DATA is selected and composed by USER/USER’S RESEARCH GROUP from data which appears in Section 1 of the Appendix attached.

DATA:

The “DATA” refers to related queries for topic queries of NTCIR (NII Testbeds and Community for Information access research) project that NII shall implement, relative frequency of the related queries, and methods for extracting the related queries.

Article 2. Retention of Rights

1. 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 DATA.
2. NII retains all intellectual property rights relating to analytical results obtained by NII and improvements on the DATA 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 DATA.

Article 4. Scope of Authorized Use

1. In conducting research required for information science, USER/USER’S RESEARCH GROUP shall use the DATA as objects of analysis, and shall not be allowed to use the DATA exceeding the extent necessary to publish the results of the research.
2. USER/USER’S RESEARCH GROUP shall restrict uses of the 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 are conducting research jointly with Representative using the DATA(hereinafter referred to as “Group”).

Research Representative:

Name:

Title:

Affiliation:

3. USER/USER’S RESEARCH GROUP shall not copy the DATA, unless it is necessary to conduct research using the DATA or it is necessary to publish the DATA conducted using the said DATA.
4. USER/USER’S RESEARCH GROUP shall, on its own responsibility, refrain from disclosing, providing, loaning, publicly transmitting, distributing, etc. the DATA to any third party without the consent of NII, unless those for whom USER/USER’S RESEARCH GROUP is disclosing or providing the DATA belong to Group designated by Paragraph 2..
5. 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 5. Method of Provision

NII will provide the DATA to USER/USER’S RESEARCH GROUP by 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 DATA 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 DATA, before or after the said publication, USER/USER’S RESEARCH GROUP shall present to NII 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 DATA, 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 DATA or part of the DATA. If USER/USER’S RESEARCH GROUP publishes or presents the research findings concerning knowledge obtained using the DATA towards media or, if USER/USER’S RESEARCH GROUP receives an interview of the research findings concerning knowledge obtained using the DATA, USER/USER’S RESEARCH GROUP shall receive consent in writing from NII in advance.
3. USER/USER’S RESEARCH GROUP shall not be allowed to quote in part data included in the DATA 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 DATA that could identify specific individuals.
4. If USER/USER’S RESEARCH GROUP publishes the results of research conducted by using the 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 DATA that USER/USER’S RESEARCH GROUP received from NII. 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.
5. USER/USER’S RESEARCH GROUP shall not use evaluation results obtained through use of the DATA for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 7. Duration of Memorandum

1. 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.
2. Notwithstanding the provisions of the preceding paragraph, upon one (1) month prior notice to USER/USER'S RESEARCH GROUP, NII 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 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.
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 NII without delay and, if necessary, shall sign another Memorandum.

Article 8. 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 DATA more than one month before the expiration date of the Memorandum. The same shall apply even if the valid term of this Memorandum is revised.

Article 9. Termination of Data Use

If there is a request to discontinue the use of the DATA from NII or Yahoo Japan Corporation, or 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 DATA and promptly delete the DATA and all data obtained by processing the DATA 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.

Article 10. Obligation

If any the damage has occurred in NII or Yahoo Japan Corporation as a result of the breach of the obligation under this Memorandum by USER/USER'S RESEARCH GROUP's, USER/USER'S RESEARCH GROUP's shall be liable to NII or Yahoo Japan Corporation for damages resulting therefrom.

Article 11. Exemption from Liability

NII and Yahoo Japan Corporation shall not for any reason whatsoever be responsible for losses arising from USER/USER'S RESEARCH GROUP's use of the DATA regardless of any demand made by a third party, and USER/USER'S RESEARCH GROUP's shall strive to resolve the issue on its own responsibility.

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): 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-12 IMine/MobileClick:Japanese Subtask TASK PARTICIPANT TEST COLLECTION
(FOR NTCIR 12 PARTICIPANTS)**

Section 1. “DATA” refer to the resources selected below (please tick the resources you are requesting):

A.1 IMine Dataset :

- A.1.1 NTCIR-12 IMine Japanese Subtask YahooSearchQuery Dataset

A.2 MobileClick Dataset :

- A.2.1 NTCIR-12 MobileClick Japanese Subtask YahooSearchQuery Dataset