

**MEMORANDUM ON PERMISSION TO USE
NTCIR-6 OPINION ANALYSIS TASK PARTICIPANT TEST COLLECTION
(FOR NTCIR WORKSHOP 6 PARTICIPANTS)**

This Memorandum is made and entered into this [] day [], 2006 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 6-7, Minami Azabu 4 Chome, Minato-ku, Tokyo, Japan (hereinafter "Party A") and _____ (hereinafter "Party B") with regard to the "NTCIR-6 Opinion Analysis Task Participant Test Collection" which Party A provides at the NTCIR Workshop 6.

Article 1. Description of Data

1. NTCIR-6 Opinion Analysis Task Document Data (hereinafter "Document Data") is defined as data which appears in Appendix A for which Party A has been granted permission by the rightful copyright holders or executors thereof to permit use of the data for the participants in the NTCIR Workshop 6.
2. NTCIR-6 Opinion Analysis Task Annotation Data (hereinafter "Annotation Data") is defined as data which appears in Appendix B and consists of a set of annotations pertaining to documents included in the Document Data.
3. NTCIR-6 Opinion Analysis Task Topic Data (hereinafter "Topic Data") is defined as a set of topics with associated metadata and a list of Document IDs deemed relevant to the topic.
4. NTCIR-6 Opinion Analysis Task Raw Submission Data (hereinafter "Submission Data") is defined as the data submitted by participants of the NTCIR workshop 6 Opinion Analysis Task organized by party A.
5. NTCIR-6 Opinion Analysis Task Basic evaluation Data (hereinafter "Evaluation Data") is data obtained by using the basic evaluation tools defined by party A against the "Submission Data".
6. The NTCIR-6 Opinion Analysis Task Participant Test Collection (hereinafter "Test Collection") consists of the Topic Data, Document Data, and Annotation Data.
7. The Annotation Data is additional metadata concerned with the contents of the documents included in the Document Data; however, the data has been created by Party A for the purpose of the NTCIR Workshop 6, and all rightful holders of the documents in the Document Data under the Copyright Law are not responsible for their content.

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 the Document Data.
2. Party A retains all rights under the Copyright Law relating to the Annotation and Topic 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 accomplishing tasks set out in the NTCIR Workshop 6 and for the purpose of research related to the tasks.
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 Annotation and Topic 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. Public disclosure of data and the processing program codes obtained using the Test Collection shall not be included in the presentation of the aforementioned research findings.
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. When Party B shall present research findings concerning knowledge obtained using the Submission Data and Evaluation Data, Party B shall clearly mention Party B's use of the data and clearly state the experimental nature of the data and the data collection procedure of the data.
4. Party B shall always reference the proceedings of the NTCIR workshop and clearly mention in the paper, thesis or such that Party B presents: (1) Party B's use of the document collection and (2) Party B's use of the Test Collection.
5. In addition to the bibliographic information of the publication (the titles of the publication, volume, pages, publishers' names and dates), Party B shall submit to Party A two (2) offprints or two (2) copies of the publication.
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

1. The term of this Memorandum shall be from the date first above written until and inclusive of the last day of March 2008. After expiration of the term, Party B shall promptly delete the Test Collection from any computer or media onto which it has been copied.
2. If a change occurs in the organization to which Party B belongs and/or in Party B's affiliation with the organization, Party B shall report the

change to Party A without delay and, if necessary, enter into a new Memorandum with Party A.

Article 9. Submission of Reports

1. Party B shall submit to Party A a report on research outcomes in accordance with procedures specified at the NTCIR Workshop 6.
2. At the request of Party A, Party B shall submit to Party A a report concerning research activities conducted by B using the Test Collection.

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 executors of the 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 rightful holders 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):

Professor : Noriko Kando

Title :

NTCIR Project, Project Leader

Division:

The National Institute of Informatics

Institution:

Research Organization of Information and Systems

Notice address:

2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo 101-8430, Japan

Party B :

Signature: _____

Name (in print): _____

Title: _____

Division : _____

Institution: _____

Address, postal code, _____

Country:: _____

Appendix A

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

A.1 Chinese Dataset (traditional)

CIRB020: United Daily News, Economic Daily News, Min Sheng Daily, United Evening News, Star News (Copyright: UDN.COM) 1998-1999

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

A.2 Japanese Dataset

Mainichi Newspaper Full-Text Article Database CD-ROMs (Copyright: Mainichi Newspaper) 1998 - 2001

Yomiuri Newspaper Article Data (Copyright: The Yomiuri Shimbun, Distribution right: Nihon Database Kaihatsu Co. Ltd.) 1998 - 2001

A.3 English Dataset

Mainichi Daily News (Copyright: Mainichi Newspaper) 1998-1999

Korea Times (Copyright: Hankooki.com Co., Distribution rights: Korean Institute of Science and Technology Information) 1998-1999

Hong Kong Standard (Copyright: the Sing Tao Group, Distribution rights: Wisers Information Ltd.) 1998-1999

Appendix B

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

NTCIR-6 Opinion Analysis Task Annotation Data