

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

This Memorandum has been made and entered into by The National Institute of Informatics (hereinafter "Party A") and _____ (hereinafter "Party B") with regard to the NTCIR-6 Patent Retrieval Task Participant Test Collection" which Party A provides at the NTCIR Workshop 6.

Article 1. Description of Data

1. NTCIR-6 Patent Retrieval Task Participant 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.
3. In Appendix A, Raw Submission Data (hereinafter "Submission Data") is defined as data that the results which were submitted by task participants of the NTCIR workshop 6 Patent Retrieval task that party A organized.
4. In Appendix A, Basic Evaluation Data (hereinafter "Evaluation Data") is data obtained by using the basic evaluation tools defined by party A against "Submission Data".

Article 2. Permission for Use

Party A hereby permits Party B to use the Test Collection.

Article 3. Retention of Rights

1. Party A and the Japan Intellectual Property Association (JIPA) retain all rights under the Copyright Law relating to 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 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 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 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 one (1) offprint or one (1) copy 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 of the signing of the Memorandum 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.
2. If there is a request to discontinue the use of data from the copyright holder(s) of the Test Collection, Party B must delete the said data upon instructions from 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. Court of Competent Jurisdiction

The Tokyo District Court shall be the competent court of jurisdiction for any and all actions concerning this Memorandum.

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.

Date: _____ [day] [month] [year]

(Party A)

Signature: _____
 Name (in print): Noriko Kando
 Position: NTCIR Project, Project Leader, Professor
 Department: The National Institute of Informatics
 Institution: Research Organization of Information and Systems
 Address, Postal code, Country: 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo, 101-8430 JAPAN

(Party B)

Signature: _____
 Name (in print): _____
 Position: _____
 Department: _____
 Institution: _____
 Address: _____
 Country: _____
 Postal code: _____

Appendix A

"Document data" refer to the resources selected below:

- Publication of unexamined patent applications 1993-2002
- Patent Abstracts of Japan (PAJs) 1993-2002
- F-term data
- US patent data
- Research Task Data
- Grounds Passage Data
- Raw Submission Data
- Basic Evaluation Data