MEMORANDUM ON PERMISSION TO USE
NTCIR TASK PARTICIPANT TEST COLLECTION
(FOR NTCIR WORKSHOP PARTICIPANTS)

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 10-3 Midori-cho, Tachikawa-City, Tokyo, Japan 191-0014 (hereinafter "NII") and _____
_____ (hereinafter "USER/USER'S RESEARCH GROUP") with regard to the NTCIR-8 Community QA Task Participant Test Collection which NII provides at the NTCIR Workshop8 .

Article1.   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.   Raw Submission Data is defined as data that the results which were submitted by task participants of the NTCIR workshop that NII organized.
4.   Evaluation Data is data obtained by using the basic evaluation tools defined by NII against "Raw Submission Data".
5.   Test Collection consists of the Document Data, Task Data., Raw Submission Data and Evaluation Data.

Article2.   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.

Article3.   Permission for Use
NII hereby permits USER/USER'S RESEARCH GROUP to use the Test Collection.

Article4.   Scope of Authorized Use
1.   USER/USER'S RESEARCH GROUP shall use Test Collection solely for the purpose of accomplishing tasks set out in the NTCIR Workshop and for the purpose of research related to the tasks until and inclusive of the last day of March 2011, the end of the term of NTCIR-8 Workshop.
2.   USER/USER'S RESEARCH GROUP shall use the Test Collection solely for the purpose of research related to information retrieval and natural language processing after the end of the term of NTCIR-8 Workshop.
3.   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 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.
3.   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.
4.   USER/USER'S RESEARCH GROUP shall always reference the NTCIR workshop proceedings and clearly state in the paper, thesis or other presentation that USER/USER'S RESEARCH GROUP presents: (a) USER/USER'S RESEARCH GROUP's use of the Document Data and (b) USER/USER'S RESEARCH GROUP's use of the Test Collection.
5.   USER/USER'S RESEARCH GROUP shall submit to NII: (a) a publication report including bibliographic information of the publication (the titles of the publication, volume, pages, publishers' names and dates), and (b) one (1) offprint or one (1) copy of the publication each time when USER/USER'S RESEARCH GROUP publishes the research results using the Test Collection or part of the Test Collection.
6.   Before making public any information data developed using the Test Collection, USER/USER'S RESEARCH GROUP should receive consent in writing from NII in advance.
7.   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 8.   Duration of Memorandum
1.   This Memorandum shall be in effect from the date first above written until and inclusive of the last day of March 2011. 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 preceding paragraph, if permission for use of the Raw Submission Data and Evaluation Data is requested by USER/USER'S RESEARCH GROUP which shall extend the effect of the Memorandum, USER/USER'S RESEARCH GROUP shall separately enter into a new Memorandum with NII, in addition to the written notice more than one month before the expiration date of the Memorandum.
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. 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
1.   USER/USER'S RESEARCH GROUP shall submit to NII a report on research outcomes in accordance with procedures specified at the NTCIR Workshop.
2.   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: _____
                    _____
                    _____

2010-02-23

**APPENDIX- NTCIR-8 COMMUNITY QA
TASK PARTICIPANT TEST COLLECTION
(FOR NTCIR WORKSHOP 8 PARTICIPANTS)**

Section 1.

Not Used

Section 2.

A formal name is called NTCIR-8 Community QA Task Data with, and the term of "Task Data", consists of a set of questions and answers extracted at random and composed by NII from "'Yahoo! Chiebukuro" Data (Editorial Copyright holder: Yahoo Japan Corporation)', the ID lists of those questions, and additional judgments and annotations created by NII .

Section 3.

Not Used

Section 4.

NII retains all rights under the Copyright Law relating to the part of the Task Data created by NII. Those Data are concerned with the contents of documents included in the "'Yahoo! Chiebukuro" Data'; however, those data have been created by NII for the purpose of the NTCIR Workshop, and all rightful holders of the documents in the "'Yahoo! Chiebukuro" Data' under the Copyright Law are not responsible for their content.

Section 5.

NII will provide Task Data to USER/USER'S RESEARCH GROUP by transferring the data files electronically.