

MEMORANDUM ON PERMISSION TO USE
NTCIR-3 WEB TASK TEST COLLECTION
(FOR WORKSHOP PARTICIPANTS)

The National Institute of Informatics, hereafter "A", and _____, hereafter "B", agree to the following memorandum regarding the Web Task Test Collection provided by "A" in the NTCIR Workshop 3.

Section 1 (Data Content)

1. "NTCIR-3 Web Document Data" (hereafter "Web Document Data") consists of two sets of text data constructed by "A". These were randomly gathered, mainly from the "JP" domain on the Web, from September to November 2001, and were tagged. One is a 10-Gigabyte set and the other is a 100-Gigabyte set.
2. "NTCIR-3 Web Information Retrieval Data" (hereafter "Web IR Data") consists of a set of queries that ask about the contents of "Web Document Data"; lists of identifying numbers of documents relevant to respective queries; and words or phrases extracted from "Web Document Data" that justify the relevance of these documents.
3. "NTCIR-3 Web Task Test Collection" (hereafter "Web Test Collection") consists of the "Web Document Data" and the "Web IR Data".

Section 2 (Permission for Use)

"A" hereby grants "B" the use of the "Web Test Collection" on the basis of research cooperation in accordance with the terms set out by "Regulation on Cooperative Researchers of the National Institute of Informatics".

Section 3 (Retention of Rights)

1. All legal rights, including copyright, related to each Web page data contained in the "Web Document Data" are retained by the creator of the Web page or a person to whom the creator has transferred the legal rights. "A" retains all copyright relating to the selections, arrangement and editing of the "Web Document Data".
2. "A" retains all copyright law rights related to the "Web IR Data".
3. "B" retains all intellectual property rights related to techniques, technologies, systems, etc., developed by "B" through the use of the "Web Test Collection".
4. "A" retains all intellectual property rights related to the analytical results performed by "A" on the basis of the data submitted by "B" and any improvements of the "Web Test Collection".

Section 4 (Scope of Authorized Use)

1. "B" shall use the "Web Test Collection" solely for the purpose of pursuing the tasks set out in the NTCIR Workshop 3 and for the purpose of research related to the tasks.
2. "B" shall not sell, loan, publish or distribute to a third party the "Web Test Collection", copies of the "Web Test Collection", or data which would enable a third party to reproduce the "Web Test Collection".

Section 5 (Method of Provision)

1. "A" shall provide the "Web IR Data" for "B" by electronic means; for example, file transfers.
2. "A" shall house the files of the "Web Document Data" on a file server that "A" installs in the National Institute of Informatics, and shall permit "B" to access the files from a computer that "B" uses for the processing of the "Web Document Data".
3. "B" shall perform the processing of the "Web Document Data" solely on a computer that "A" installs in the National Institute of Informatics and assigns to "B", or on a computer that "B" installs in the National Institute of Informatics as permitted by "A". "B" shall not create any copies of the "Web Document Data" itself or Web page data contained in the "Web Document Data" in any computer other than one installed in the National Institute of Informatics, except while "B" is using a part of the data for browsing its content.

Section 6 (Scope of Users)

1. The scope of users of the "Web Test Collection" shall be limited to "B" personally or to the members of a group working directly with "B" for research purposes.
2. "B" shall maintain a list of users, and shall make this list available without delay to "A" when "A" has requested such a list.

Section 7 (Presentation of Knowledge)

1. "B" may present research findings related to knowledge obtained through the use of the "Web Test Collection", provided that such a presentation is within the limits set out by this memorandum.

2. "B" may quote the data contained in the "Web Test Collection" in part during the course of a study presentation if and only if such an action is a necessary part of reporting "B"'s own research study. In such cases, "B" shall not violate the rights of the authors, or the rights of other parties such as the publishers, of the quoted part(s).
3. "B" shall clearly document in the paper presented, in words approved by "A", the fact of "B"'s participation in the NTCIR Workshop 3 sponsored by "A" and "B"'s use of the "Web Test Collection".
4. "B" shall submit to "A" bibliographic information (the title of the publication, volume, number, pages, publisher's name and date) and three printed copies or photocopies of the paper presented.
5. The presentation of research findings shall not include the disclosure of data or program codes obtained by the use of the "Web Test Collection".
6. "B" shall not employ evaluation results obtained through the use of the "Web Test Collection" in product endorsement, advertising, or marketing documents or in slander or defamation.

Section 8 (Duration of Memorandum)

This memorandum shall be in effect from the time of concluding the memorandum to six months after the end of the NTCIR Workshop 3. "B" shall delete the "Web Test Collection" without delay once this period is concluded.

Section 9 (Submission of a Report)

1. "B" shall submit results and an achievement report to "A" in accordance with the procedure stipulated in the NTCIR Workshop 3.
2. "B" shall submit a report on the research activities conducted using the "Web Test Collection" to "A" by the requested date specified by "A".

Section 10 (Termination of Data Use)

1. If any violation of this memorandum is noted, "B" shall, at the request of "A", immediately cease use of the "Web Test Collection" and delete the "Web Test Collection" and all data developed using it in their entirety without delay.
2. If parties with copyrights to certain data request termination of the use of the data, "B" shall, at the request of "A", delete the corresponding data without delay. "A" shall provide the "Web Document Data" with the corresponding data deleted for "B" without delay.

Section 11 (Court of Competent Jurisdiction)

The Tokyo District Court shall be the court of competent jurisdiction for all petitions and suits related to this memorandum.

Section 12 (Undefined Issues)

Should any issues undefined by this memorandum arise, "A" and "B" shall enter into a sincere discussion and resolve the problem.

Two copies of this document shall be drawn up to be completed and signed by both "A" and "B", after which each party shall keep a copy as proof of agreement to this memorandum.

(day) (month) (year)

(A) _____
 Jun Adachi
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 The National Institute of Informatics
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(B) _____
 Name (please print)
 Position
 Department
 Institution
 Address
 Postal code
 Country