

**MEMORANDUM ON PERMISSION TO USE  
NTCIR-5 WEB DOCUMENT DATA  
(FOR RESEARCH PURPOSE USERS)**

This Memorandum has been 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 principal office at 4-3-13 Toranomon, Minatoku, Tokyo, Japan 105-0001 (hereinafter referred to as "NII") and \_\_\_\_\_, an organization having its registered office at \_\_\_\_\_ (hereinafter "USER") with regard to "NTCIR-5 WEB Document Data" which NII provides as an outcome of the NTCIR Workshop 5.

**Article 1 Description of Data**

NTCIR-5 WEB Document Data (hereinafter referred to as "DATA"), is defined as text data and attached data which NII has gathered mainly from World Wide Web sites provided in the JP domain of the Internet from January 2004 through January 2005 and to which NII has applied text processing.

**Article 2 Retention of Rights**

1. NII retains all rights under the Copyright Law relating to the choice, arrangement and editing of DATA.
2. USER retains all intellectual property rights relating to the technology and systems developed by USER using DATA.

**Article 3 Permission for Use**

NII hereby permits USER to use DATA.

**Article 4 Scope of Authorized Use**

1. USER shall use DATA solely for research purposes.
2. USER shall restrict uses of 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 do research jointly with Representative or are graduate students and the like Representative supervises (hereinafter referred to as "Group").

**Research Representative:**

Name: #applicant name  
Title: #applicant title  
Affiliation: #applicant affiliation

3. USER shall refrain from disclosing, providing, loaning, publicly transmitting, distributing, etc. to any third party DATA, copies of whole or part of DATA, or processed data from which whole or part of DATA can be reproduced without the consent of NII, unless USER is disclosing or providing DATA to those who belong to Group.
4. USER shall manage the list of names of those who belong to Group, and if NII should request to see the list, USER shall provide the list to NII without delay.

**Article 5 Method of Provision**

NII will provide DATA to USER by using a technologically appropriate method.

**Article 6 Presentation of Knowledge**

1. USER may present research findings concerning knowledge obtained using DATA provided that the aforementioned presentation is within the limits of this Memorandum.
2. USER may quote in part data included in DATA if and only if the aforementioned data is required to describe USER's own research. In such cases, USER shall not violate the rights of the authors, publishers and others protected by copyright.
3. USER shall always reference the NTCIR Workshop 5 proceedings and papers related to DATA, and clearly state in the paper, thesis or other presentation that USER presents USER's use of DATA.
4. USER 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 publishes the research results using DATA or part of DATA.
5. Before making public any information data developed using DATA, USER should receive consent in writing from NII in advance.
6. USER shall not use DATA and processing results obtained through use of DATA for defamatory or slanderous purposes.

**Article 7 Duration of Memorandum**

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 more than one month before the expiration date of the Memorandum. This shall apply to consecutive fiscal years as well. If the term is not renewed, after expiration of the term, USER shall promptly delete DATA from any computer or media onto which it has been copied. In addition, if Representative or the affiliation of Representative is changed, USER shall report the change to NII without delay and, if necessary, shall sign another Memorandum.

**Article 8 Submission of Report**

USER shall submit to NII a report concerning research activities conducted by USER during the duration of the Memorandum using DATA more than one month before the expiration date of the Memorandum.

**Article 9 Termination of Data Use**

1. If the use of data is deemed to be in violation of the Memorandum, USER shall, upon instructions from NII, immediately discontinue use of DATA and promptly delete DATA and all data obtained by processing DATA from any computer or media onto which it has been copied. USER 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) of the Web page data included in DATA, USER must delete the said data from any computer or media onto which it has been copied upon instructions from NII. USER shall submit a document attesting to deletion of the data to NII.

**Article 10 Exemption from Liability**

NII shall not for any reason whatsoever be responsible for losses arising from USER's use of DATA.

**Article 11 Undefined Issues**

Should any issues undefined in this Memorandum arise, both parties shall confer in good faith and resolve such issues.

**Article 12 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): Masao Sakauchi  
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: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name (in print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Division: \_\_\_\_\_