

MEMORANDUM ON PERMISSION TO USE  
THE “Yahoo! Chiebukuro Data”

This Memorandum is hereby made and entered into this [#day] [#month], [#year] by and 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-shi, Tokyo, Japan (hereinafter referred to as NII) and #institute (hereinafter referred to as USER). Under this Memorandum, according to the contract entered into by and between NII and Yahoo Japan Corporation, NII shall provide the information in question stipulated in Article 1 to either those who wish to take part in the Project: NTCIR (NII Test Collection for Information Retrieval Systems) that NII shall implement (hereinafter referred to as Project), or to those researchers conducting research related to this Project who wish to make use of the information in question.

**Article 1. Content of Information Provided**

The term “information in question” used in this Memorandum refers to the undermentioned data concerning the postings of those who use “Yahoo! Chiebukuro,” a knowledge retrieval service provided by Yahoo Japan Corporation, regardless of whether in whole or in part, including its reproduction regardless of who made the reproduction.

**Information in Question:**

The “information in question” refers to approximately 16 million questions and to some 50 million answers designated by NII from questions and answers accumulated from April 2004 to April 2009 as the data concerning the postings of those who use “Yahoo! Chiebukuro,” a knowledge retrieval service operated by Yahoo Japan Corporation.

**Article 2. Retention of Rights**

The copyright of individual postings made by users of “Yahoo! Chiebukuro,” which comprise the information in question, shall belong to those who have posted the individual postings concerned. Yahoo Japan Corporation retains all rights under the Copyright Law relating to layout and editing regarding the information in question.

**Article 3. Permission for Use**

1. NII shall grant to USER the right to use the information in question.
2. The use of the information in question shall be granted gratis.

**Article 4. Scope of Authorized use**

1. In conducting research required for this Project or those related to this Project, USER shall use the information in question as objects of analysis, and shall not be allowed to use the information in question exceeding the extent necessary to publish the results of the research.
2. The use of the information in question is allowed under this Memorandum to the following Research Representative (hereinafter referred to as Representative) and to those who belong to the organization (regardless of its name, such as “laboratory”, “group” or “project”) that Representative is a member of and are conducting research jointly with Representative using the information in question (hereinafter referred to as Group).

**Research Representative:**

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

3. USER shall not copy the information in question, unless it is necessary to conduct research using the information in question or it is necessary to publish the results of research conducted using the said information.
4. USER shall, on its own responsibility, refrain from disclosing, providing, loaning, publicly transmitting, distributing, etc. the information in question to any third party without the consent of NII, unless those for whom USER is disclosing or providing the information in question belong to Group designated by Paragraph 2.
5. USER shall manage the list of names of those who belong to Group designated by Paragraph 2, and if NII should request to see the list, USER shall provide the list to NII without delay.

**Article 5. Method of Provision**

In providing USER the information in question, NII shall be permitted to employ appropriate methods such as file transfer with electronic means, etc.

**Article 6. Publishing of Research Results**

1. If USER publishes the results of research conducted by using the information in question, after the said publication, USER shall present to NII printed matter and other material related to the said results or, if USER publishes a paper based on the results of research conducted by USER using the information in question, a report of the presented paper with description of bibliographic items (including the title of appearing material, volume, number and page, publisher, publication date, etc.) as well as two (2) offprints or two (2) copies of the presented paper each time the paper is published.
2. USER shall refrain from entering in the printed material, etc. or publications mentioned in the preceding paragraph information obtained from the information in question that could identify specific individuals.
3. If USER publishes the results of research conducted by using the information in question, USER shall be required to indicate, through printed material, video, broadcast and other directly perceptible method, that the research concerned are based on the results USER obtained by analyzing the information in question that USER received from NII. However, in executing the text of this paragraph, USER may not use the trademark, service mark, logo, etc. of Yahoo Japan Corporation, the copyright holder of the information in question.

**Article 7. Retention of Research Results**

1. USER retains all intellectual property rights relating to the technology, systems, etc. developed by USER using the information in question.
2. NII retains all intellectual property rights relating to analytical results, etc. obtained by NII based on data submitted by USER.

**Article 8. Duration of Memorandum**

This Memorandum shall be in effect from the date first above written until and inclusive December 31 of the reference year. The effect of the Memorandum shall be automatically extended from January 1 to December 31 of the following year; unless a written objection is issued either by NII or by USER until one (1) month prior to the expiration date of the Memorandum. This shall apply to consecutive years as well. In addition, if Representative designated in Article 4, Paragraph 2, the organizational structure to which Representative belongs to or the affiliation of Representative is changed, USER shall report the change to NII without delay and, if necessary, shall sign another Memorandum.

**Article 9. Submission of Reports**

USER shall submit to NII a report concerning research activities conducted by USER during the duration of the Memorandum using the information in question until one (1) month prior to the expiration date of the Memorandum. The same shall apply even if the valid term of this Memorandum is revised.

**Article 10. Termination of Data Use**

In the event NII or Yahoo Japan Corporation, the copyright holder of the information in question, proposes to discontinue allowing USER to use the information in question, or the use of data is deemed to be in violation of the Memorandum, USER shall without delay discontinue using the information in question and delete the information in question and all the data USER obtained by processing the said information. And should NII request it, USER shall submit in writing that USER has deleted all the relevant data.

**Article 11. Exemption from Liability**

NII and Yahoo Japan Corporation, the copyright holder of the information in question, shall not for any reason whatsoever be responsible for losses arising from USER's use of the information in question regardless of any demand made by a third party, and USER shall strive to resolve the issue on its own responsibility.

**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**

On disputes concerning this Memorandum, NII and USER shall be subject to the exclusive jurisdiction of the Tokyo District Court as the agreement jurisdictional 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: National Institute of Informatics  
Notice address: 2-1-2 Hitotsubashi, Chiyoda-ku, Tokyo 101-8430, JAPAN

Signed for and on behalf of

USER: #institute

Signature: \_\_\_\_\_

Name (in print): #signer name  
Title: #signer title  
Division: #signer affiliation  
Notice address: #signer address