

MEMORANDUM ON PERMISSION TO USE
Cross-Language Evaluation Forum (CLEF) Question Answering Track (QA Track) PARTICIPANT CENTER SHIKEN EXAM DATA
(FOR CLEF QA Track 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 (hereinafter "NII") and

_____ (hereinafter "USER/USER'S RESEARCH GROUP")

with regard to the CLEF QA Track Entrance Exam Subtask Participant Test Collection which NII provides at the CLEF QA Track.

Article 1. Description of Data

1. Center Shiken Exam Data is defined as data which appears in Section 1 of the Appendix attached herein.

Article 2. Retention of Rights

1. The copyright holders of Center Shiken Exam Data are defined in Section 2 of the Appendix attached herein.
2. 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 Center Shiken Exam Data.
3. NII retains all intellectual property rights relating to analytical results obtained by NII and improvements on the Center Shiken Exam Data and such made by NII based on data submitted by USER/USER'S RESEARCH GROUP.

Article 3. Permission for Use

NII hereby permits USER/USER'S RESEARCH GROUP to use the Center Shiken Exam Data.

Article 4. Scope of Authorized Use

1. USER/USER'S RESEARCH GROUP shall use Center Shiken Exam Data solely for the purpose of accomplishing tasks set out in the Todai Robot Project and NTCIR Project in CLEF QA Track and for the purpose of research related to the tasks.
2. USER/USER'S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Center Shiken Exam Data, copies of the Center Shiken Exam Data, or processed data which would enable a third party to reproduce the Center Shiken Exam Data.

Article 5. Method of Provision

NII will provide the Center Shiken Exam Data to USER/USER'S RESEARCH GROUP using a method which is defined in Section 3 of the Appendix attached herein.

Article 6. Scope of Users

1. The scope of users of the Center Shiken Exam Data 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 Center Shiken Exam Data 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 Center Shiken Exam Data 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. USER/USER'S RESEARCH GROUP shall always reference the CLEF QA Track 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 Center Shiken Exam Data and/or "Exam Database of National Center Test for University Admissions: Center Ten 2011 Regular Edition (All subjects) (『大学入試 センター試験問題データベース センター Ten2011 通常版 全教科セット』)" that JC Educational Institute, Inc. sells.
4. 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 Center Shiken Exam Data or part of the Center Shiken Exam Data.
5. Before making public any information data developed using the Center Shiken Exam Data, USER/USER'S RESEARCH GROUP should receive consent in writing from NII in advance.
6. USER/USER'S RESEARCH GROUP shall not use evaluation results obtained through use of the Center Shiken Exam Data 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 2016. 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. 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 Center Shiken Exam Data 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 CLEF QA Track.
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 end of each fiscal year and more than one month before the expiration date of the Memorandum if the valid term of this Memorandum is extended.

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 Center Shiken Exam Data and promptly delete the Center Shiken Exam Data and all data obtained by processing the Center Shiken Exam Data 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 Center Shiken Exam Data from the copyright holder(s) or their executor(s) of the Center Shiken Exam Data, 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 Center Shiken Exam Data shall not for any reason whatsoever be responsible for losses arising from USER/USER'S RESEARCH GROUP's use of the Center Shiken Exam Data.

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): Masaru KITSUREGAWA
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/USER'S RESEARCH GROUP:
Signature: _____
Name (in print): _____
Title: _____
Division: _____
Notice address: _____

**APPENDIX- QA Track Entrance Exam Subtask
TASK PARTICIPANT CENTER SHIKEN EXAM DATA
(FOR CLEF QA Track PARTICIPANTS)**

Section 1.

A formal name is called CLEF QA Track Entrance Exam Subtask with, and the term of "Center Shiken Exam Data", is defined as data that NII is granted permission by the rightful holder(s) thereof to permit use of the data for the purpose of accomplishing tasks set out in the Todai Robot Project and NTCIR Project and for the purpose of research related to the tasks to the participants and consists of the text data and the image data which are included in the "Exam Database of National Center Test for University Admissions: Center Ten 2011 Regular Edition (All subjects)" that JC Educational Institute, Inc. sells and NII assigned annotations thereto.

Section 2.

JC Educational Institute, Inc. retains all rights under the Copyright Law relating to Center Shiken Exam Data, except relating to the examination questions, each work that the questions contains and the annotations. NII retains all rights under the Copyright Law relating to a set of the annotations.

Section 3.

1. NII will provide Center Shiken Exam Data to USER/USER'S RESEARCH GROUP by using a technologically appropriate method.
2. NII will provide Task Data to USER/USER'S RESEARCH GROUP by transferring the data files electronically.