

[Translation]

**Japan Science and Technology Agency
Data Terms of Use Consent Form**

1.17.2014

To: Japan Science and Technology Agency

Persons applying to use data (Applicant)

Representative	
Affiliation and job title	Kikaihonyaku Co. Ltd. Machine Translation Division / Manager
Name	Yattarou Kikaihonyaku (Signature)
Address	5-3, Yonbancho, Chiyoda-ku, Tokyo 102-8666
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Loaned data Asian Scientific Paper Excerpt Corpus (ASPEC) 1. Japanese-English Paper Abstract Corpus (ASPEC-JE) 2. Japanese-Chinese Paper Excerpt Corpus (ASPEC-JC)	
Purpose of use Commercial use is prohibited. - Research on Natural Language Processing such as Machine Translation	
Users (excluding representative)	
Affiliation and job title	Name
Man-Power translation Division / Manager	Yattarou Jinrikide
Machine Translation Division / Chief	Yishiko Kikaide
Location data will be used in	Name of manager
Man-Power translation Division(4-1-8, Honmachi, Kawaguchi-shi, Saitama)	Yattarou Jinrikide
Machine Translation Division(5-3, Yonbancho, Chiyoda-ku, Tokyo)	Yattarou Kikaihonyaku

In order to receive a loan of data from the Japan Science and Technology Agency (“JST”) and use such data, the representative (**Yattarou Kikaihonyaku**) and all users (collectively referred to as “Applicants”; the representative is referred to as the “Representative”) apply for a loan of data after agreeing to the following Terms of Use. The Terms of Use constitute an agreement between Applicants and JST (the “Agreement”).

コメント [J1]: insert your name

Terms of Use

Article 1 Target data

- 1.1 In accordance with these terms of use, JST loans to Applicants, at no charge, the loaned data stated on the cover page (the “**Data**”) which is a part of the information assets to which JST has legitimate title, and JST licenses Applicants to use the Data at no charge.
- 1.2 Applicants recognize that the Data includes information assets that the National Institute of Information and Communications Technology (“**NICT**”) licenses JST to use in accordance with the agreement between JST and NICT.
- 1.3 JST will decide the delivery date and time and the method for delivering the Data, and Applicants will follow that decision.

Article 2 Scope of Data use

- 2.1 Applicants will use the Data only for the purposes stated on the cover page and will not use the Data for any other purpose such as commercial use.
- 2.2 Persons who may use the Data are limited to those who are stated in the Applicant section on the cover page. If Applicants desire to add or change users (including cases where there is a desire to change the Representative), Applicants will notify JST to that effect in advance, and obtain the consent of JST. Further, Applicants will promptly notify JST if any contact information of the Representative has changed.
- 2.3 Applicants will not sublicense a third party to use all or any part of the Data (except those included in the text obtained by translating the Data into other languages).

Article 3 Management of Data

- 3.1 Applicants will keep the Data strictly confidential in order to prevent divulgence of the Data to a third party; in addition, Applicants will take necessary measures, such as prior encryption of the Data, in case a divulgence of the Data occurs.
- 3.2 If requested by JST, Applicants will report to JST without delay about the state of Data storage or use. Further, if JST requests that an onsite inspection be conducted into the state of Data storage or use, Applicants will accept the request.

Article 4 License period of Data

- 4.1 The license period of the Data will be from the execution date of this Agreement to the end of the fiscal year. However, if Applicants notify JST of their intention through the Representative to extend the period by one month prior to the expiration of the license period and JST accepts the extension, the license period may be extended for up to one year and the same will apply thereafter.
- 4.2 Other than the case provided for in 4.1, JST may make the license period expire at any time by giving Applicants one month’s prior notice.

Article 5 Measures after expiration of license period

When the license period of the Data has expired, Applicants shall promptly return all Data to JST or destroy or delete the Data in a way that it cannot be restored, and shall submit to JST a report on the destruction or deletion in the name of the Representative.

Article 6 Handling of Deliverables

- 6.1 Intellectual property rights of ideas, algorithms and other knowledge that Applicants newly acquires through its research and development using the Data, as well as those intellectual property rights of software, papers, and other deliverables developed based on such knowledge (collectively the “Applicants’ Deliverables”) shall belong to Applicants; provided, however, that, if a part of the Data is included in the Applicants’ Deliverables, intellectual property rights of such portion of the Data, in principle, belong to the original owner.
- 6.2 If a part of the Data is included in the Applicants’ Deliverables, a license and terms and conditions to use such portion of the Data will be discussed among JST, Applicants and the original owner of the Data.
- 6.3 Notwithstanding above 6.2, Applicants may use the Applicants’ Deliverables for the purpose of research (including papers and presentation at science council) and when using the Applicants’ Deliverables, Applicants shall indicate the source of the Data that Applicants may use in order to create the Applicants’ Deliverables.
- 6.4 Applicants agree that Applicants provide JST, free of charge, with the data and knowledge which lead to improvement of the value of the Data, such as mistranslation, for the purpose of upgrading the Data and also agree that such data and knowledge are shared among the users of the Data.
- 6.5 Intellectual property rights arising in connection with the results of analysis and improvement of the Data conducted by JST based on the data provided by Applicants shall belong to JST.

Article 7 Confidentiality

JST and Applicants shall not disclose or divulge to a third party any information which is clearly designated as “confidential” and disclosed by the other party in connection with execution of this Agreement, excluding information which is publicly known, which was already in the possession of the receiving party when such information was known to the receiving party, whose disclosure is explicitly approved in writing by JST and Applicants, which becomes publicly known without the receiving party’s fault, which is obtained from a duly authorized third party by fair means without assuming confidentiality obligations or whose disclosure is ordered in accordance with laws and ordinances.

Article 8 Breach of Agreement

If Applicants breach this Agreement and cause damage to JST or a third party, Applicants will bear an obligation to compensate for such damage.

Article 9 Waiver

Applicants use the Data at their own responsibility. If Applicants incur any disadvantage or damage resulting from or in relation to the use of the Data, JST will not bear any responsibility.

Article 10 Survival

This Agreement will end upon the expiration of the license period of the Data. However, the provisions of 5 through 12 will remain in effect even after the end of this Agreement.

Article 11 Consultation

If any matter arises that is not provided for in this Agreement, JST and Applicants will endeavor to resolve the matter upon consultation in good faith.

Article 12 Jurisdiction

The Tokyo District Court has exclusive jurisdiction as the court of first instance with regard to any disputes concerning this Agreement.

As a proof of consent to these Terms of Use, the Representative affixes its name and seal to the cover page as an authorized agent of all Applicants and sends the consent form to JST.