JIJI Press, Ltd.

Terms of Data Use Consent Form

Month Date, 2019

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| 【Applicant】 | | |
| Affiliation/Job Title |  | |
| Name |  | (signature) |
| Address | Post code | |
| Phone Number |  | |
| E-mail Address | @ | |
| 【Loaned Data】  　　JIJI Press News Corpus | | |

The above-mentioned applicant (the “Applicant”) agrees to use the loaned data (the “Data”) received from JIJI Press, Ltd. (“JIJI Press”) free of charge, which JIJI Press owns, in accordance with the Terms of Use (the “Terms of Use”). The contents of the Terms of Use constitute an agreement between the Applicant and JIJI press (the “Agreement”).

Terms of Use

Article 1. Scope of Application

1. Each article in the Terms of Use shall apply to every relation between the Applicant and JIJI Press with regards to this Agreement on a loan of the Data and each of the parties shall fulfill the obligations under this Agreement in faith.
2. The Applicant shall recognize the Data include the information assets that JIJI Press and the National Institute of Information and Communications Technology (“NICT”) created jointly based on the agreement between JIJI Press and the NICT.

Article 2. Purpose of this Agreement

The Applicant shall use the Data only for the purposes of research on natural language processing such as machine translation (the “Purpose”), and shall not use the Data nor allow the organization to which the Applicant belongs, or its executive officers and employees (collectively, the “Employees”) to use the Data for any purpose other than the Purpose, such as commercial use, without a prior consent of JIJI Press.

Article 3. Term

1. This Agreement shall become effective on the execution date of this Agreement, and remain in full force up to the closing day of the Workshop on Asian Translation 2019 (“WAT2019”).

2．Notwithstanding the provisions of the preceding paragraph, if the Applicant submits the results of translation using the Data, receives evaluation on it and presents research papers in WAT2019, the Applicant may request JIJI Press to extend the duration of this Agreement prescribed in the preceding paragraph. The extended duration shall be specified upon discussion between JIJI Press and the Applicant.

3. The provisions in Article 2, 5, 6, 7, 8, 9, 12, 14 and 15 shall survive the expiration or termination of this Agreement.

Article 4. Termination

JIJI Press may terminate this Agreement immediately without notice if any of the following occurs:

1. The Applicant commits gross negligence or a breach of faith in connection with this Agreement;
2. The Applicant does not submit the results of translation or research papers in WAT2019 by the due date;
3. The Applicant breaches any provisions of this Agreement; or
4. Other than above, it has become inappropriate to keep this Agreement valid, or difficult to achieve the purpose of this Agreement.

Article 5. Limitation on Assignment of the Data

The Applicant shall not assign, loan or disclose all or any part of the Data (collectively, the “Assignment”) to any third parties other than the Employees, or allow to use or copy all or any part of the Data for any purpose without a prior consent of JIJI Press.

Article 6. Handling of Deliverables

1. Intellectual property rights of ideas, algorithms and other knowledge that the Applicant 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 “Applicant’s Deliverables”) shall belong to the Applicant; provided, however, that, a part of the Data is included in the Applicant’s Deliverables, intellectual property rights of such portion of the Data, in principle, belong to JIJI Press.

2. If a part of the Data is included in the Applicant’s Deliverables, a license and terms and conditions to use such portion of the Data will be discussed between JIJI Press and the Applicant.

3. The Applicant agrees that the Applicant provides JIJI Press, 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. Intellectual property rights arising in connection with the results of analysis and improvement of the Data conducted by JIJI Press based on the data provided by the Applicant shall belong to JIJI Press.

Article 7. Confidentiality

The confidential information shall mean the Data, all trade secrets which the Applicant obtains in connection with execution of this Agreement, and any information designated as “confidential” that JIJI Press or a person designated by JIJI Press discloses to the Applicant. The Applicant shall keep the Confidential Information strictly confidential in accordance herewith and shall not disclose or divulge the Confidential Information to a third party, unless otherwise expressly provided herein.

1. information that is or becomes publicly known at the time of disclosure through no fault of the Applicant;
2. information that is rightfully acquired by the Applicant from a third party who did not obtain it under any obligation of confidentiality to JIJI Press or another person;
3. information that is in the lawful possession of the Applicant at the time of disclosure;
4. information that the Applicant independently develops or creates in its own right without using the Confidential information; and
5. information of which disclosure is approved by JIJI Press or a person designated by JIJI Press.

Article 8. Management of the Confidential Information

1. The Applicant shall manage the Confidential Information under the same duty of care as its own confidential information, such as putting the Confidential Information in a continuously locked depository, in order to prevent divulgence or theft of the Confidential Information, or mix-ups of the same with its own information, and so on. If the Applicant stores the Confidential Information in a form of electronic information in order to make the Employees who need to know it for executing this Agreement access it, the Applicant shall control access to it and obtain access logs, in addition to encryption of or password protection for it.

2. If the Applicant conducts the Assignment of the Confidential Information to the Employees or a third party, it shall impose on such Employees and the third party the confidentiality obligations provided in Article 7. Violation of such confidentiality obligations by any of such Employees and the third party shall be considered as that by the Applicant itself.

3. The Applicant shall not copy the Confidential Information beyond the extent of the minimum necessity for executing the Purpose.

Article 9. Disposal of the Confidential Information

1. Upon the expiration or termination of this Agreement, or request from JIJI Press or a person designated by JIJI Press, the Applicant shall immediately dispose or delete all of the Confidential Information and all of its copies, including the Confidential Information and its copies provided to the Employees and a third party.

2. If the Applicant disposes or deletes the Confidential Information according to the preceding paragraph, the Applicant shall report the date and the method of such disposal or deletion in writing to JIJI Press or a person designated by JIJI Press.

Article 10. Breach of Agreement

If the Applicant breaches this Agreement and causes damage to JIJI Press, the Applicant shall bear an obligation to compensate for such damage.

Article 11. Notice

If the affiliation of the Applicant changes, or any other situations of use of the Data change during the validity of this Agreement, the Applicant shall notify JIJI Press of it in advance, and discuss handling of the Data and other concerns on this Agreement with JIJI Press.

Article 12. Disclaimer

1. The Applicant agrees that JIJI Press provides the Data for the Applicant as-is without warranty of any kind. JIJI Press assumes no responsibility and shall not be liable for any damages or loss arising in connection with the Applicant’s using or being unable to use the Data.

2. If any disputes occur between the Applicant and a third party in connection with using the Data, the Applicant shall assume all responsibility for resolving any issues at its own expense and JIJI Press shall assume no responsibility or liability for any damages and loss related to the disputes.

Article 13. Discussion

Any question arising out of, or in connection with, this Agreement or any matter not stipulated herein shall be settled upon discussion between JIJI Press and the Applicant.

Article 14. Jurisdiction

JIJI Press and the Applicant agree that the Tokyo District Court shall be the exclusive jurisdiction as the court of first instance to resolve any disputes between JIJI Press and the Applicant concerning this Agreement.

Article 15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

As a proof of consent to the Terms of Use, the Applicant affixes its name and seal to the cover page and sends the consent form to JIJI Press.