

“Corpus of Spontaneous Japanese” License Agreement

[Commercial use]

The National Institutes for the Humanities, an Inter-University Research Institute Corporation, and the National Institute of Information and Communications Technology, a National Research and Development Agency ("Party A" hereinafter) and _____ ("Party B" hereinafter) hereby conclude the following Agreement concerning the Corpus of Spontaneous Japanese ("CSJ" hereinafter) owned by Party A.

Article 1 License for use

Party A shall provide to Party B a nonexclusive license to use the CSJ in accordance with this Agreement.

Article 2 Ownership of copyright

Rights to the CSJ and attached software pursuant to the Copyright Act shall belong to Party A.

Article 3 Submittal of overview of use

1. Party B shall conclude this Agreement by submitting to Party A the designated application form ("Application Form" hereinafter) with its purpose and scope of use of the CSJ, and other necessary matters indicated on it.
2. Party B shall promptly report to Party A any changes to the content shown on the Application Form submitted as described in the preceding paragraph. In the event that such change requires conclusion of a new Agreement, Party A and Party B shall negotiate on and conclude a new Agreement.

Article 4 Scope of license

1. The scope of the license to use the CSJ provided by Party A to Party B under this Agreement shall be as described below.
 - (1) Purpose of use: Limited to the purposes indicated on the Application Form. However, when using the CSJ in development of products and services, only one product or service may be announced or provided for commercial purposes.
 - (2) Scope of users: The person indicated as the user on the Application Form and persons affiliated with the same laboratory etc. as that person. However, when multiple persons will use the CSJ, such fact must be indicated on the Application Form in advance and such use shall be limited to the scope that can be managed, as the person responsible, by the person indicated as the user on the Application Form.

2. Party B must not engage in any of the acts described below.
 - (1) Use (including copying, transfer, lending, selling, distribution, screening, broadcasting, and publication) of the CSJ, in whole or in part, beyond the extent stipulated in the preceding paragraph and violating the copyright of Party A or any third party
 - (2) Transferring, lending, or selling to any third party, disposing of through any other method, its status or any of its rights or obligations under this Agreement, without the prior written consent of Party A
 - (3) Use of the CSJ in ways detrimental to the good name etc. or in violation of any other rights of any third party
 - (4) Disclosing information concerning speakers other than the speaker information recorded in the CSJ or, disclosing information that could be used by other users to obtain speaker information other than that recorded in the CSJ. Such disclosure is not permitted even when associated with publication of research results as described in Article 7.
 - (5) Publication of arguments, criticisms, impressions, etc. regarding the content of utterances included in the CSJ, such as pointing out the accuracy or inaccuracy of facts referred to
 - (6) Use of the CSJ beyond the purposes and scope authorized explicitly under this Agreement as well as all the previous subparagraphs
3. As judged particularly necessary by Party A, Party B may be demanded to disclose its state of use of the CSJ.

Article 5 Subcontracting

1. Party B may subcontract operations such as analysis of the CSJ to parties other than those described in Paragraph 1, Subparagraph 2 of the preceding article to achieve the purposes of use described in Paragraph 1, Subparagraph 1 of the preceding article.
2. Party B shall be responsible for ensuring that the parties to whom operations are subcontracted as described in the preceding paragraph ("Subcontractors" hereinafter) conform to the prohibitions under Paragraph 2 of the preceding article, the information control obligations under Article 6, and the measures taken upon termination of the Agreement under Article 13.
3. Party B may not permit a Subcontractor to subcontract operations further to another party.

Article 6 Information control obligations

Party B shall be obligated to control the CSJ and personal information on speakers learned through use of the CSJ strictly to prevent theft, loss, and leakage to third parties of the CSJ (including duplicates arising through uses licensed under this Agreement) and shall pay attention to the following matters.

- (1) To prevent unauthorized access to the CSJ, Party B shall adopt adequate security systems for devices used to use the CSJ and computer networks connected to them.
- (2) When using it by multiple persons in a laboratory or other facility pursuant to Article 4, Paragraph 1, Subparagraph 2, Party B may duplicate the CSJ on computer networks managed by Party B. However, it shall take security measures and strictly manage such networks to ensure that persons not authorized to use it may not access the CSJ.
- (3) When using it by multiple persons in a laboratory or other facility pursuant to Article 4, Paragraph 1, Subparagraph 2, Party B shall ensure that all users conform to the obligations under this Agreement.

Article 7 Publication and provision of outputs from use

1. Party B may publish and provide outputs from use of the CSJ solely to an extent that would not violate the provisions of Article 4. However, such published and provided outputs must not include the CSJ, in whole or in part, or any data that could be used to reproduce it.
2. In publishing outputs as described in the preceding paragraph, Party B shall clearly indicate the fact that they are results of use of the CSJ and shall, at the same time, submit a written report to Party A summarizing the outputs. When publishing papers or other works, it shall be stated clearly in the works that the CSJ has been used, and one offprint or copy of the work shall be sent to Party A with a document attached indicating the name of the academic association, publisher, etc. to which the work is submitted and the date of publication.

Article 8 Price and payment

1. The License Fee for use of the CSJ under this Agreement shall be 500,000 yen (tax excl.).
2. Party B shall pay the License Fee described in the preceding paragraph in accordance with bills sent from Party A. Party B shall bear any fees, taxes, etc. arising in connection with such payment.

Article 9 Modification of specifications

Party A may modify the specifications of the CSJ without notifying Party B in advance. In addition, Party A may collect previous versions from Party B when distributing updated versions after such modification. However, Party A may employ its own discretion regarding whether or not to distribute updated versions.

Article 10 Disclaimer, lack of guarantee

1. Party A shall not be liable for compensation for any disadvantages or damages suffered

by Party B or any third party due to Party B's use of the CSJ.

2. Party A makes no guarantee to Party B that the CSJ is accurate, complete, free from violations of third parties' rights, or suitable to Party B's purposes of use, or regarding any other matters not provided for explicitly in this Agreement.

Article 11 Release of this Agreement

If it has been discovered that Party B has violated this Agreement, then Party A may release this Agreement by notifying Party B thereof in writing. The provisions of this Article shall not impede Party A from demanding compensation for damages from Party B.

Article 12 Contractual period

1. The period of validity of this Agreement shall be the period of four years from the date of its conclusion, renewable automatically for each one-year period thereafter unless either Party A or Party B has objected to such renewal in writing at least one month prior to the ending date of this period. However, this shall not apply in a case in which the Agreement has been released as described in the preceding article.
2. Payment of the License Fee described in Article 8 shall not be required when the Agreement is renewed automatically as described in the preceding paragraph.

Article 13 Measures taken upon termination of the Agreement

1. In the event of the release or termination of this Agreement, Party B must immediately return to Party A, or dispose of, the CSJ and any duplicates thereof.
2. The subjects of disposal or deletion as described in the preceding paragraph shall not include outputs (e.g., analytical data) achieved by Party B independently through means such as analysis of the CSJ during the period of validity of this Agreement. However, Party B may not recover and reuse the original materials from analytical data.
3. In the event that this Agreement has been released for reasons attributable to Party B under Article 11, in addition to the processing described in Paragraph 1 Party B also shall return to Party A any and all associated materials including analytical data and duplicates thereof.

Article 14 Court with jurisdiction

The Tokyo District Court shall be the exclusive court of first instance for any and all litigation concerning this Agreement. In addition, this Agreement shall be interpreted in accordance with the laws of Japan.

Article 15 Negotiation

Party A and Party B shall strive to resolve amicably, through negotiation in good faith, any matters not provided for in this Agreement or any doubts arising with regard to this Agreement.

In witness hereto, two official copies shall be prepared of this Agreement, Party A and Party B shall sign and affix their official seals to both copies, and each Party shall retain one copy. For purposes of simplification of administration, the National Institutes for the Humanities shall sign and affix its official seal as representative of Party A.

Date (Y/M/D): / /

(Party A)

2nd Floor, Hulec Kamiyacho Bldg.
4-3-13 Toranomom, Minato-ku, Tokyo

National Institutes for the Humanities,
Inter-University Research Institute Corporation
President

HIRAKAWA Minami

(Party B)

Address:

Name:

(Seal, signature)