License Agreement for the Use of the "Corpus of Spontaneous Japanese" [Non-Commercial Use] [Academic (Students)]

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 (hereinafter referred to as "Party A") and _____(hereinafter referred to as "Party B") enter into the following agreement (hereinafter referred to as the "Agreement") with respect to the "Corpus of Spontaneous Japanese Paid Edition" (hereinafter referred to as the "CSJ"), which is owned and provided by Party A.

(Definitions)

Article 1. In the Agreement, the following terms shall be defined as follows:

(1) Data

Electromagnetic Records (meaning records produced by electronic, magnetic, or any other means that are used for computer data processing).

(2) Databases

A collection of data which is organized so that such data can be searched by using a computer.

(3) Programs

An expression of a combination of instructions that causes a computer to function so that it is capable of obtaining a certain result.

(4) Derivative Works

Data, Databases and Programs generated using the CSJ, including Databases and Programs containing such Data, Databases and Programs and AI models generated by using machine learning technology with CSJ as training data (hereinafter referred to as "the Models"), and outputs of the Models ; provided, however, that Derivative Works shall not include Analog of CSJ stipulated in the next item.

(5) Analog of CSJ

Analog of CSJ shall have the following meanings:

① Data or Databases identical or similar to the CSJ

② Data identical or similar to the individual documents comprising the CSJ

③ a translation of the CSJ or a translation of texts comprising the CSJ;

④ Data or Databases, etc., generated by extracting partial sentences from the CSJ or extracting partial texts from texts comprising the CSJ (including cases even when the amount of extracted texts is very small)

⑤ summary of the CSJ and the texts comprising the CSJ;

⑥ Data obtained by processing individual texts comprising the CSJ, which can be reconstructed into individual sentences comprising the CSJ.

(6) Purpose

Analyzing and breaking down the CSJ by Party B, Analysis, breakdown, and generation of Derivative Works by Party B using the CSJ (except for the acts stipulated in each item of Article 8). Provided, however, that such analysis, breakdown and generation of Derivative Works shall be limited to academic research

and educational purposes.

(7) Research Institutions

Colleges of technology, universities, junior colleges, corporate inter-university research institutes, incorporated administrative agencies, public interest corporations, and other institutions recognized by Party A as having an academic research purpose.

(Ownership of Copyright)

Article 2. Party B acknowledges that the intellectual property rights (including, but not limited to, copyrights relating to the Database works; hereinafter referred to as "Intellectual Property Rights" The same applies hereafter.), relating to the CSJ shall belong to Party A, and further acknowledges that the Intellectual Property Rights in the Data of individual documents recorded in the CSJ (hereinafter referred to as "Sample Data") shall belong to the right holder (including any successors of such rights) of the documents in the Sample Data, etc.

(Grant of License)

Article 3. Party A hereby grants to Party B a non-exclusive license to use the CSJ only for the Purpose during the effective term of the Agreement.

(Submission of Application Form)

Article 4.

1. Prior to the execution of the Agreement, Party B shall submit to Party A an application form (hereinafter referred to as the "Application Form") prescribed by Party A in which the details about the Purpose for the use of the CSJ by Party B and other necessary items such as the users, etc. are filled in, and shall obtain Party A's approval for the Application Form.
2. The items and information set forth in the preceding paragraph that are stated in the Application Form shall form part of the Agreement upon the execution of the Agreement.
3. If Party B wishes to change the details of the items and information stated in the Application Form after the execution of the Agreement, changes to such details may be made following consultation between Party A and Party B.

(Prohibition of Use for Other Purposes)

Article 5. Party B shall not use the CSJ for any purpose other than the Purpose.

(Scope of Users)

Article 6. Party B shall be the only person authorized under the Agreement to use the CSJ, and Party B shall not allow a third party to use the CSJ.

(Ownership and Scope of Use of Intellectual Property Rights relating to Derivative Works)

Article 7.

1. Intellectual Property Rights relating to Derivative Works (excluding Intellectual Property Rights relating to the CSJ and Sample Data) shall belong to Party B. However, regardless of the ownership of the Intellectual Property Rights, Party B shall use Derivative Works only to the extent provided in the following paragraphs.
2. Party B may use Derivative Works as follows:
    ① Party B may use such Derivative Works only for its own internal use.
    ② Party B may not use such Derivative Works to provide services to third parties.
    ③ Party B may not provide such Derivative Works to third parties.

(Prohibited Matters)

Article 8.

1. Party B shall not engage in any of the following acts in the use of the CSJ.
   (1) To reproduce or modify all or any part of the CSJ beyond the extent necessary for the Purpose.
   (2) To assign, lend, sell, distribute, show, on-screen presentation, transmission to the public or publish all or any part of the CSJ or the Analog of CSJ, etc. regardless of whether for it is for the Purpose or not.
   (3) To internally use all or any part of the CSJ, or the Analog of CSJ, etc., for the purpose of providing services to third parties, or to engage in acts similar thereto, regardless of whether it is for the Purpose or not.
   (4) To infringe the Intellectual Property Rights or any other rights of Party A or any third parties.
   (5) To assign, lend, sell, or otherwise dispose of any position, right, or obligation hereunder to any third party, unless otherwise agreed in writing by Party A in advance.
   (6) To defame the reputation of Party A or any third parties, or infringe any other rights of Party A or any third parties by using the CSJ or Sample Data.
   (7) To restore or publish the information that Party A previously omitted or masked.
   (8) To use the Models to generate a voice, etc., that can identify a specific individual.
   (9) To use the CSJ for commercial purposes or for profit.
   (10) In addition to the foregoing items, to use the CSJ beyond the Purpose or scope granted herein.
   (11) To violate laws or regulations or ethical principles.
   (12) Disclosing information concerning speakers other than the speaker information recorded in the data or, disclosing information that could be used by other users to obtain speaker information other than that recorded in the data. Such disclosure is not permitted even when associated with publication of research results as described in Article 12.
2. If Party A deems it necessary, Party A may require Party B to disclose and explain the use status of the CSJ.

(Subcontracting)

Article 9. Party B shall not subcontract work involving the analysis of the CSJ and the like.

(Management of the CSJ)

Article 10.

1. Party B shall keep strictly confidential and shall not disclose or divulge the CSJ or the Analog of CSJ, etc. to

any third party other than the Users.

2. Party B shall strictly manage the CSJ with the due care of a good manager to prevent theft, loss, leakage, or disclosure of information about the CSJ to any third parties.
3. Party B shall have the following obligations with respect to the management of the CSJ:
   (1) To prevent unauthorized access to the CSJ, Party B shall implement adequate security systems to ensure the safety of the terminals or devices by which Party B uses the CSJ and the networks to which the terminals or devices are connected.
   (2) Party B shall restrict access by using the system of ID and password in the management of the CSJ.

(Duty of Confidentiality)

Article 11.

1. Neither Party A nor Party B shall disclose or divulge any information relating to business, including but not limited to technical or trade information of the other party obtained through the performance of the Agreement, (hereinafter referred to as the "Confidential Information"; provided, however that the CSJ is not included in "Confidential Information") to any third party without the prior written consent of the other party, shall use the Confidential Information only for the performance of the Agreement, and shall not use it for any other purpose. However, if it is reasonably determined that it is necessary to disclose the Confidential Information to its own or its affiliated company's officers or employees, attorneys, accountants, or tax accountants, etc., or to a person who is obligated to maintain confidentiality under the law, the receiving party of the information may disclose the Confidential Information to such person to the minimum extent necessary at the responsibility of the receiving party recipient of the information, provided that such the person to whom the Confidential Information is disclosed is subject to the same obligation contained herein. In addition, Confidential Information required to be disclosed by administrative authorities or courts in accordance with laws and regulations may also be disclosed to the minimum extent necessary.
2. Notwithstanding the provisions of the preceding paragraph, information that falls under any of the following items shall not fall under the category of Confidential Information:
   (1) Information that was already in the possession of the receiving party at the time of its disclosure
   (2) Information already in the public domain at the time of its disclosure
   (3) Information that has become public known through no fault of the receiving party after its disclosure
   (4) Information lawfully obtained from a duly authorized third party
   (5) Information that was independently developed and acquired without information disclosed by the other party
3. The obligations under this Article shall survive for a period of five years after the termination of the Agreement.

(Publication of Research Results)

Article 12.

1. Party B may publish the research results obtained using the CSJ only for academic research purposes in accordance with the provisions of the Agreement. Provided, however, that Party B shall not include in the

published research results all or any part of the CSJ or any data that could be used to reconstruct all or any part of the CSJ.

2. When making a publication set forth in the preceding paragraph, Party B shall clearly indicate that the research results are the results of the CSJ and shall report the outline thereof to Party A in writing by document or by e-mail simultaneously with the publication of the research results. In addition, when publishing a work of research paper, etc., Party B shall clearly indicate in its work that it has used the CSJ, and shall send a separate print or a copy of the work to Party A together with a document stating the name of the academic society or the publishing company, etc. to which the work has been submitted and the date of publication.

(Payment of Consideration and Delivery of CSJ)

Article 13.

1. The license fee for the CSJ under the Agreement shall be 25,000 yen (excluding taxes).
2. Party B shall pay the license fee set forth in the preceding paragraph in accordance with the invoice issued by Party A. In addition, Party B shall bear the fees, taxes, etc. incurred in connection with the payment.
3. Party A shall deliver to Party B the CSJ within thirty days after the day following the day on which Party B paid the license fee in accordance with Paragraphs 1 and 2 of this Article.

(Modification of Specifications)

Article 14.

1. Party A may modify the CSJ specifications without notice to Party B.
2. Party A is not obliged to deliver a modified CSJ.
3. If Party A delivers the modified CSJ to Party B, Party B shall return the old version of the CSJ in accordance with the instructions of Party A.

(Indemnity and Non-Warranty)

Article 15.

1. Party A makes no warranty as to the accuracy, completeness, usability or usefulness for Party B’s intended use.
2. Party A shall not be liable for any claims, losses, damages or expenses (including, without limitation, reasonable attorneys' fees, patent infringement, design right infringement, or other similar infringement) relating to the use of the CSJ by Party B or relating to Party B’s use of the any Intellectual Property Rights relating to inventions, devices, creations and trade secrets or otherwise arising out of the use of the CSJ by Party B.
3. Party B shall promptly notify Party A in writing of any dispute with third parties, complaint or claim from third parties (hereinafter referred to as the “Dispute, etc.”) arising out of or in connection with the use of the CSJ and shall resolve such Dispute, etc. at its own responsibility and expense. Party A shall cooperate in such Disputes, etc. to a reasonable extent.
4. Party B shall indemnify Party A against any damages, losses or expenses (including reasonable attorneys'

fees, hereinafter referred to as the "Damages, etc.") incurred by Party A arising out of or in connection with the Disputes, etc. set forth in the preceding paragraph (except where such Disputes, etc. are attributable to Party A).

(Termination of the Agreement)

Article 16.

1. In the event that Party B falls under any of the following grounds, Party A may immediately terminate the Agreement, in whole or in part, by giving written or electromagnetic notice of its intention to terminate the Agreement without any prior demand notice.
   ① If the default in performance is not cured even after a notice specifying a reasonable period of time has been given;
   ② In the event of a petition for provisional seizure, provisional disposition, compulsory execution, auction sale, or petition for commencement of bankruptcy, civil rehabilitation, or corporate reorganization;
   ③ The creditworthiness of Party B has objectively deteriorated, such as suspension of payments, suspension of transactions by a financial institution, or dishonored bills or checks; or
   ④ In the event of any other material event that makes it difficult to continue the Agreement and the relationship of trust is objectively recognized as being irreparable.
2. The provisions of the preceding paragraph shall not preclude Party A from making a claim for damages against Party B.

(Term of Agreement)

Article 17.

1. The term of the Agreement shall not be fixed.
2. The Agreement shall terminate when Party B no longer belongs to the Research Institutions.

(Measures to be Taken upon Termination of the Agreement)

Article 18.

1. Upon termination of the Agreement for any reason whatsoever, Party B shall not use the CSJ and shall promptly return the CSJ and media on which its copies are recorded to Party A, or shall destroy the CSJ or the media on which the CSJ and its copies are recorded, and shall remove the CSJ and its copies from any and all of electromagnetic recording media managed by Party B in such manner as separately instructed by Party A.
2. Upon the request of Party A, Party B shall promptly submit to Party A the document evidencing that Party B has performed its obligation under the preceding paragraph.
3. Objects to be destroyed or removed in Paragraph 1 shall not include Derivative Works generated by Party B during the effective term of the Agreement.
4. Notwithstanding the preceding paragraph, in the event the Agreement is terminated by a reason attributable to Party B pursuant to Article 16, Party B shall destroy or remove any Derivative Works generated by Party

B during the term of the Agreement, in addition to the procedures set forth in Paragraph 1.

(Elimination of Anti-Social Forces)

Article 19.

1. Either Party affirms to the other party the following items:
   (1) It itself is not an organized crime group, a member of an organized crime group, or a person or entity who/which was a member of an organized crime group, a quasi-member of an organized crime group, a company related to an organized crime group, a corporate extortionist, etc., a crime group engaged in criminal activities on the pretext of advocating for social activities or the like, a crime group specialized in intellectual crimes, etc. and other persons similar to any of the foregoing (hereinafter collectively referred to as the "Anti-Social Forces").
   (2) It's officer or a person who is substantially involved in the management (meaning a member who executes the business, director, an executive officer, or any other person equivalent thereto) shall not have any relationship that should be socially criticized with the Anti-Social Forces.
   (3) It shall have no relationship in which Party A and Party B are deemed to be governed by the Anti-Social Forces.
   (4) It shall have no relationship in which the Anti-Social Forces is deemed to be substantially involved in management.
   (5) It shall have no relationship that is deemed to be unjustly utilizing the Anti-Social Forces, such as for the purpose of seeking illicit gain for oneself or a third party or for the purpose of inflicting damage on a third party.
   (6) It shall have no relationship that is deemed to be involved in providing funds, etc. or offering benefits to the Anti-Social Forces.
   (7) It shall not allow the Anti-Social Forces to use its name and execute the Agreement.
2. In the event the other party violates any of the provisions of the preceding paragraph, the party may immediately terminate the Agreement, in whole or in part, without any notice or demand. In this case, the other party may not claim compensation for damages arising from such termination.

(Survival)

Article 20. Even after termination of the Agreement, Article 2 (Ownership of Copyright), Article 7 (Ownership and Scope of Use of Intellectual Property Rights relating to Derivative Works), Article 10 (Management of the CSJ), Article 11 (Duty of Confidentiality), Article 12 (Publication of Research Results), Article 18 (Measures to be Taken upon Termination of the Agreement), Article 19 (Elimination of Anti-Social Forces), this Article 20 (Survival), Article 21 (Prohibition of Assignment of Rights and Obligations), Article 22 (Governing Law and Jurisdiction), and Article 23 (Consultation) shall remain in full force and effect.

(Prohibition of Assignment of Rights and Obligations)

Article 21. Neither Party A nor Party B shall, without the prior written consent of the other party, allow any third party to succeed to its status hereunder nor shall it assign, assume or pledge to any third party all or any

part of its rights and obligations arising out of the Agreement.

(Governing Law and Court of Jurisdiction)

Article 22.

1. The Agreement shall be governed by and construed in accordance with the laws of Japan.
2 The Tokyo District Court shall have exclusive jurisdiction in the first instance over any and all disputes relating to the Agreement.

(Consultation)

Article 23. In the event of any matter not set forth in the Agreement or any doubt arising in the Agreement, Party A and Party B shall negotiate in good faith and endeavor to resolve such matter in an amicable manner.

IN WITNESS WHEREOF, the Agreement with name and seal of PARTY A and PARTY B shall be executed in duplicate, and each copy shall be retained. The National Institutes for the Humanities shall sign and affix its official seal as representative of PARTY A.

Year Month Day

(PARTY A)

2nd Floor, Hulic Kamiyacho Bldg. 4-3-13 Toranomon, Minato-ku, Tokyo

Heuric Kamiya-cho Building

Inter-University Research Institute Corporation National Institutes for the Humanities

President Nobuko Kibe

(PARTY B)

Address :

Name :

(Seals and Signs)