

**MEMORANDUM ON PERMISSION TO USE
ICAIL 2021 PARTICIPANT DATA COLLECTION
(FOR COLIEE 2021 CASE LAW COMPETITION PARTICIPANTS)**

This Memorandum is made and entered into this month [] day [], year [] between the COLIEE Organizing Group (hereinafter “COG”) and _____

_____ (hereinafter “USER/USER’S RESEARCH GROUP”) with regard to the ICAIL 2021 Legal Information Entailment Competition task: Case law competition which COG provides for the ICAIL COLIEE 2021 workshop.

Article 1. Description of Data

1. Task Data is defined as data which appears in Section 1 of the Appendix attached herein.
2. Raw Submission Data is defined as data submitted by the task participants of the ICAIL COLIEE 2021 workshop.
3. Evaluation Data is data obtained by using the basic evaluation tools defined by COG against “Raw Submission Data.”
4. Data Collection consists of the Task Data, Raw Submission Data, and Evaluation Data.

Article 2. Retention of Rights

1. The copyright holders of the Task 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 Data Collection.
3. COG retains all intellectual property rights relating to analytical results obtained by COG and improvements on the Data Collection and such made by COG based on data submitted by USER/USER’S RESEARCH GROUP.

Article 3. Permission for Use

COG hereby permits USER/USER’S RESEARCH GROUP to use the Data Collection.

Article 4. Scope of Authorized Use

1. USER/USER’S RESEARCH GROUP shall use the Data Collection solely for the purpose of accomplishing the tasks set out in the ICAIL COLIEE 2021 Workshop and for the purpose of research related to the tasks until and inclusive of the last day of November 2021, the end of the term of the ICAIL COLIEE 2021 Workshop.
2. USER/USER’S RESEARCH GROUP shall restrict that uses of the Data Collection are done only by the following Research Representative (hereinafter referred to as “Representative”) and by those who belong to the organization (regardless of its name, such as “laboratory”, “group”, or “project”) that Representative is a member of, and do research jointly with Representative or are graduate students and the like Representative supervises (hereinafter referred to as “Group”).

3.

Research Representative:

Name:

Title:

Affiliation:

4. USER/USER’S RESEARCH GROUP shall not sell, lend, publish, distribute, or make transmittable to a third party the Data Collection, copies of the Data Collection, or processed data which would enable a third party to reproduce the Data Collection.
5. USER/USER’S RESEARCH GROUP shall use the Data Collection solely for the purpose of research related to legal information retrieval and natural language processing after the end of the term of the ICAIL COLIEE 2021 workshop.
6. USER/USER’S RESEARCH GROUP shall maintain a list of users and make this list available to COG without delay upon request from COG.

Article 5. Method of Provision

COG will provide the Data Collection to USER/USER’S RESEARCH GROUP using a method which is defined in Section 3 of the Appendix attached herein.

Article 6. Presentation of Knowledge

1. USER/USER’S RESEARCH GROUP may present research findings concerning knowledge obtained using the Data Collection 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 Data Collection 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. When USER/USER’S RESEARCH GROUP shall present research findings concerning knowledge obtained using the Raw Submission Data and Evaluation Data, USER/USER’S RESEARCH GROUP shall clearly mention USER/USER’S RESEARCH GROUP’s use of the data and clearly state the experimental nature of the data and the data collection procedure of the data.
4. USER/USER’S RESEARCH GROUP shall always reference the ICAIL COLIEE 2021 workshop 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 case law Data, and (b) USER/USER’S RESEARCH GROUP’s use of the Data Collection.
5. USER/USER’S RESEARCH GROUP shall submit to COG: (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 Data Collection or part of the Data Collection.
6. Before making public any information data developed using the Data Collection, USER/USER’S RESEARCH GROUP should receive consent in writing from COG in advance.
7. USER/USER’S RESEARCH GROUP shall not use evaluation results obtained through use of the Data Collection for profitable purposes including advertising, and/or defamatory or slanderous purposes.

Article 7. Duration of Memorandum

1. This Memorandum shall be in effect from the date first above written until and inclusive of the last day of November 2021. The effect of the Memorandum shall be extended automatically to another fiscal year, unless a written objection is issued either by COG 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. Notwithstanding the preceding paragraph, if permission for use of the Raw Submission Data and Evaluation Data is requested by USER/USER’S RESEARCH GROUP which shall extend the effect of the Memorandum, USER/USER’S RESEARCH GROUP shall separately enter into a new Memorandum with COG, in addition to the written notice more than one month before the expiration date of the Memorandum.
3. 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 Data Collection 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 COG without delay and, if necessary, shall sign another Memorandum.

Article 8. Submission of Reports

1. USER/USER’S RESEARCH GROUP shall submit to COG a report on research outcomes in accordance with procedures specified at the ICAIL COLIEE 2021 Workshop.
2. USER/USER’S RESEARCH GROUP shall submit to COG a report concerning research activities conducted by USER/USER’S RESEARCH GROUP during the duration of the Memorandum using the Data Collection more than one month before the expiration date of the Memorandum.

Article 9. 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 COG, immediately discontinue use of the Data Collection and promptly delete the Data Collection and all data obtained by processing the Data Collection 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 COG.
2. If there is a request to discontinue the use of data from the copyright holder(s) or their executor(s) of the Data Collection, USER/USER’S RESEARCH GROUP must delete said data from any computer or media onto which it has been copied upon instructions from COG. USER/USER’S RESEARCH GROUP shall submit a document attesting to deletion of the data to COG.

Article 10. Exemption from Liability

COG and the copyright holder(s) or their executor(s) of the Data Collection shall not for any reason whatsoever be responsible for losses arising from USER/USER’S RESEARCH GROUP’s use of the Data Collection.

Article 11. Undefined Issues

Should any issues undefined in this Memorandum arise, both parties shall confer in good faith and resolve such issues.

Article 12. 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 confirm to this Agreement to be executed in duplicate by their duly authorized officers as of the date first above written.

Signed for and on behalf of
COG:

COLIEE Competition Organizer

Signature:

Name (in print):

Juliano Rabelo

Title:

Postdoctoral Fellow

Division:

University of Alberta

Notice address:

116 St & 85 Ave, Edmonton, AB T6G 2R3

Signed for and on behalf of

USER/USER’S RESEARCH GROUP:

Signature:

Name (in print):

Title:

Division:

Notice address:

**APPENDIX-ICAIL COLIEE 2021 Legal Information Entailment: Case Law Competition Data
TASK PARTICIPANT DATA COLLECTION
(FOR ICAIL COLIEE WORKSHOP 2021 COMPETITION PARTICIPANTS)**

Section 1.

1. The formal name of the competition is "ICAIL Workshop 2021 Competition on Legal Information Extraction/Entailment: Case Law Competition Data" and the term "Task Data" consists of the COLIEE 2021 Workshop Training/Test Data.
2. The ICAIL COLIEE 2021 Workshop Training/Test Data consists of a set of query cases, a set of Canadian legal judgments, and relevant judgment annotation to query cases, and paragraph annotation of relevant cases which entail the decision of query cases that COG created using Canadian case law, which appear in Table A. The data will be made available depending on the chosen competition tasks.

Table A

A.1 Case law competition Data

A.1.1 The training/test data for Task 1 in the following list

- Samples from Compass Law's Canadian Legal Judgments Data published before 2021
- Cases List: relevant judgments provided by human expert

A.1.2 The training/test data for Task 2 in the following list

- Samples from Compass Law's Canadian Legal Judgments Data published before 2021
- Corresponding entailment annotations provided by human experts

Section 2.

COG retains all rights under the Copyright Law relating to annotations.

Section 3.

COG will provide the Data Collection to USER/USER'S RESEARCH GROUP by transferring the data files electronically.