**Application and Written Pledge Form**

**for the use of the Language Resource**

To Mr. Koichi Hasida,

as Chairman of Gengo-Shigen-Kyokai ("GSK")

To Mr. Yasuo Sanui,

as Representative Director of LIC Co., Ltd ("LIC")

I hereby apply for the use of the language resource "Japanese Tort-case Dataset (Original Documents Only)" (the "Language Resource").

In accordance with the instructions of GSK, I will deposit the fee, so please send me the Language Resource.

Furthermore, in using the Language Resource, I hereby pledge to comply with the following Conditions and Special Terms. In the event that I violate Conditions or Special Terms set forth below and cause damage to GSK or LIC, among others, as the rights holder of the Language Resource (referring to the holder of the copyright and other rights of the Language Resource), I shall bear the responsibility to compensate for the damage.

**Conditions**

1. The Language Resource shall be used solely for the purpose stated in this application and written pledge form.
2. In the event of a research presentation or dissemination of findings derived from the use of the Language Resource, the name of the Language Resource and the rights holder must be clearly indicated.
3. In the case referred to in the Section 2 of this Conditions, if requested by GSK, files of the academic research results, information on the links and other information must be submitted and reported to GSK.
4. Upon termination of use, the Language Resource must be returned to or destroyed in the manner specified by GSK. The same applies to reproductions of the Language Resource made on devices or similar equipment.
5. **<Disclaimer> GSK makes no representations or warranties regarding the content of the Language Resource, and in no event will GSK be liable for any direct or indirect damages, or intellectual property disputes related to or arising out of the storage media or computers used to store the Language Resource, or the use of the Language Resource.**
6. <Compliance with Laws> In using the Language Resource, compliance with all relevant laws and regulations of Japan, the United States, and related countries concerning foreign exchange, foreign trade, and technology export, as well as other applicable laws and regulations, is required.
7. Agreement and compliance with the Special Terms below are required.

**Special Terms**

1. The recipient of the Language Resource (the "Recipient") agrees that LIC, as the rights holder of the Language Resource, may obtain, through reporting from GSK, the Recipients' information, such as their name (or organization name and representative's name in the case of an organization), affiliation, contact and other information.
2. The Recipient understands and agrees that the Language Resource may only be reproduced within the scope of the use for academic research purposes.
3. The Recipient shall not reproduce nor use the Language Resource in any manner for commercial purposes (including business activities, product development, system development, service provision, or any other activities and preparations thereof).
4. The Recipient shall not alter or delete the content of the Language Resource.
5. The Recipient shall not allow third parties to use the Language Resource (including not disclosing, providing, lending, transmitting to the public, making it transmittable to the public, or distributing it in any manner).
6. The Recipient must implement appropriate physical and technical information security measures for the computers, terminals, and communication equipment used to access the Language Resource ("Devices") and prevent leaks to third parties. In the event of a leak or unauthorized access that results in the external dissemination of the Language Resource, the Recipient must promptly report to GSK and follow its instructions.
7. Except when reproducing the Language Resource permitted under the terms and conditions and purposes set forth in this application and written pledge form, the Recipient shall not engage in any act that infringes or may infringe the intellectual property rights (including copyright and trademark rights) and other rights of LIC, the developers of the Language Resource, or any third party.
8. When publishing the results of academic research using the Language Resource, the Recipient must clearly indicate, in a manner directly perceptible, that the research used the Language Resource provided by LIC through GSK, following the example provided.

Example: This research used the "Japanese Tort-case Dataset (Original Documents Only)" provided by LIC Co., Ltd through Gengo-Shigen-Kyokai.

1. Upon request by GSK, the Recipient shall submit a report on the usage of the Language Resource to GSK.
2. When reporting or publishing academic research findings derived from the use of the Language Resource, the Recipient shall cite the following article in the documents subject to such reporting or publication, regardless of the medium (printed materials, electronic data, etc.).

Hiroaki Yamada, Takenobu Tokunaga, Ryutaro Ohara, Akira Tokutsu, Keisuke Takeshita, and Mihoko Sumida. 2024. “Japanese Tort-Case Dataset for Rationale-Supported Legal Judgment Prediction. Artificial Intelligence and Law. https://doi.org/10.1007/s10506-024-09402-0

1. The period during which the Recipient may use the Language Resource (the "Usage Period") is five years from the date of receipt of the Language Resource from GSK. In the event that LIC and GSK separately agree upon an extension of the period, the period extended by such agreement shall be deemed the Usage Period.
2. If the Usage Period expires, if GSK ends the distribution of the Language Resource, if there is a violation of the terms and conditions set forth in this application and written pledge form, or if GSK requests the cessation of the use of the Language Resource for any other reasonable reason, the Recipient shall immediately cease the use of the Language Resource and shall return or destroy the Language Resource in the manner specified by GSK. This also applies to reproductions made on Devices. If requested by GSK, the Recipient shall submit a written proof of such return or destruction to GSK.
3. **LIC offers the Language Resource as-is and as-available, and makes no representations or warranties of any kind concerning the Language Resource, whether express, implied, statutory, or otherwise (including but not limited to warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable).**
4. **In no event will LIC be liable for any direct, special, indirect, incidental, consequential, punitive, or other losses, costs, expenses, or damages arising out of the use of the Language Resource, regardless of any legal theory (including, without limitation, negligence) on which the claim is based.**
5. The Recipient acknowledges that LIC, the rights holder of the Language Resource, has the right to modify the terms and conditions set forth in this application and written pledge form. In the event of any modification, the Recipient agrees to comply with the revised terms and conditions of this application and written pledge form.
6. The use of the Language Resource, including the terms and conditions set forth in this application and written pledge form, shall be governed by and construed in accordance with the laws of Japan.
7. In the event of a dispute arising out of or based upon the use of the Language Resource, the Tokyo District Court of Japan shall be the agreed exclusive jurisdictional court.

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| Application and Pledge Date: DD/MM/YYYY | Type of Use: Individual/Group or Organization |
| Purpose of Use: (Please specify as concretely as possible)Example: Development of a tort judgment prediction model, annotation of judgment documents. |
| Membership Category: Individual Member/ Group or Organization Member/Non-member | Membership Number:  |
| If the user is an individual: |
| Full Name:  |
| E-mail:  | Phone:  |
| Mailing Address: (Workplace/Home)Postal Code: Country:  |
| Affiliation, etc: |
| If the user is a group or organization: |
| Name of the group or organization:  |
| Mailing Address: Postal Code: Country:  |
| Representative’s Name:  |
| Representative's Affiliation/Position:  |
| Representative's Email:  | Representative's Phone:  |
| Contact Person's Name:  |
| Contact Person's Affiliation/Position:  |
| Contact Person's Email:  | Contact Person's Phone:  |

Please retain a copy of this "Application and Written Pledge Form for the Use of the Language Resource" for your records, in addition to sending it to GSK, so that you can review its terms and conditions at any time.

When filling out the 'Type of Use' and 'Membership Category,' please refer to the Membership and Resource Usage' at <https://www.gsk.or.jp/en/catalog/explanation/>.

An organization does not need to be a legal entity. Please be aware that we may ask for a description of the nature of your organization.

For the representative of the organization, please enter the person responsible for the organization's use (for a department, the head of the department; for a laboratory, the lab director or responsible professor, etc.).

If you have specific instructions for the delivery address of the invoice or the addressee on the invoice document, please enter them in the communication field below. If no instructions are provided, an invoice addressed to the applicant (or the user organization, if an organization) will be mailed to the applicant (or the representative of the user organization).

Should you have any other requests, please enter them in the communication field below.

< Communication Field >

**Application and Written Pledge Form**

**for the use of the Language Resource**

To Mr. Koichi Hasida,

as Chairman of Gengo-Shigen-Kyokai ("GSK")

To Mr. Satoshi Nakano,

as President of Hitotsubashi University

I hereby apply for the use of the language resource "Japanese Tort-case Dataset (Annotations Only)" (the "Language Resource").

In accordance with the instructions of GSK, I will deposit the fee, so please send me the Language Resource.

Furthermore, in using the Language Resource, I hereby pledge to comply with the terms and conditions of the license pertaining to the Language Resource set forth below, received from GSK.

|  |  |
| --- | --- |
| Application and Pledge Date: DD/MM/YYYY | Type of Use: Individual/Group or Organization |
| Purpose of Use: (Please specify as concretely as possible)Example: Development of a tort judgment prediction model, use as benchmark data for language models. |
| Membership Category: Individual Member/ Group or Organization Member/Non-member | Membership Number:  |
| If the user is an individual: |
| Full Name:  |
| E-mail:  | Phone:  |
| Mailing Address: (Workplace/Home)Postal Code: Country:  |
| Affiliation, etc: |
| If the user is a group or organization: |
| Name of the group or organization:  |
| Mailing Address: Postal Code: Country:  |
| Representative’s Name:  |
| Representative's Affiliation/Position:  |
| Representative's Email:  | Representative's Phone:  |
| Contact Person's Name:  |
| Contact Person's Affiliation/Position:  |
| Contact Person's Email:  | Contact Person's Phone:  |

Please retain a copy of this "Application and Written Pledge Form for the Use of the Language Resource" for your records, in addition to sending it to GSK, so that you can review its terms and conditions at any time.

When filling out the 'Type of Use' and 'Membership Category,' please refer to the Membership and Resource Usage' at <https://www.gsk.or.jp/en/catalog/explanation/>.

An organization does not need to be a legal entity. Please be aware that we may ask for a description of the nature of your organization.

For the representative of the organization, please enter the person responsible for the organization's use (for a department, the head of the department; for a laboratory, the lab director or responsible professor, etc.).

If you have specific instructions for the delivery address of the invoice or the addressee on the invoice document, please enter them in the communication field below. If no instructions are provided, an invoice addressed to the applicant (or the user organization, if an organization) will be mailed to the applicant (or the representative of the user organization).

Should you have any other requests, please enter them in the communication field below.

< Communication Field >

**terms and conditions of the license**

By exercising the licensed rights granted under this Terms and Conditions of the License (this "License"), you accept and agree to be bound by all the terms and conditions of this License.

**Section 1 – License Grant and Purpose of Use.**

1. The holder of copyright and other related rights (the "Licensor") of the "Japanese Tort-case Dataset (Annotations Only)" (the "Language Resource"), hereby grants permission to reproduce or share the Language Resource, strictly for the purpose of academic research and subject to compliance with the terms and conditions of this License, to those who have received the Language Resource.
2. The Licensor hereby grants permission to create, reproduce, or share the translations or adaptations of the Language Resource (the "Adapted Material"), strictly for the purpose of academic research and subject to compliance with the terms and conditions of this License, to those who have received the Language Resource.
3. Recipients of the Language Resource are deemed to have received an offer from the Licensor to exercise the licensed rights granted under the terms and conditions of this License upon receipt of the Language Resource.
4. Recipients of Adapted Material are deemed to have received an offer from the Licensor to exercise the rights granted under the terms and conditions of this License and any conditions attached by the adapter upon receipt of the Adapted Material.
5. The license granted under this Section 1 does not in any way restrict the Licensor's moral rights, rights of publicity, privacy rights, or any similar personal rights associated with the Language Resource or Adapted Material.

**Section 2 – Primary Recipient.**

1. Any party receiving the distribution of the Language Resource from the Gengo-Shigen-Kyokai ("GSK," a non-profit organization entrusted with the distribution and related operations of the Language Resource by the Licensor) shall, prior to receipt of the Language Resource, pay the distribution price set by GSK.

**Section 3 – Terms and Conditions for the Use of the Language Resource.**

1. The recipient of the Language Resource or Adapted Material (collectively, the "User") shall not reproduce or share the Language Resource, or create, reproduce or share Adapted Material (collectively "Reproduction") for commercial purposes (including business activities, product development, system development, service provision, and other activities, as well as preparations for such activities). The User shall not use the Language Resource or Adapted Material in any way, including Reproduction, for commercial purposes.
2. The User shall implement appropriate physical and technical information security measures for the computers, terminals, and communication equipment ("Devices") that use the Language Resource or Adapted Material. In the event of a leak or unauthorized access that results in the external dissemination of the Language Resource or Adapted Material, the User must promptly report to GSK and follow its instructions.
3. Except for Reproduction permitted under the terms and conditions of this License, the User shall not engage in any act that infringes or may infringe the intellectual property rights (including copyright and trademark rights), and other rights of the Licensor or any third party.
4. Upon request by GSK, the User shall submit a report on the usage of the Language Resource or Adapted Material to GSK.
5. The User shall comply with the relevant laws and regulations of Japan and other countries concerning foreign exchange, foreign trade and technology export, as well as other applicable laws and regulations related to the use of the Language Resource or Adapted Material.

**Section 4 – Terms and Conditions for Sharing.**

1. The Users who share the Language Resource or Adapted Material with third parties other than themselves must comply with the following conditions:
	1. The following attributions must be made. If the Licensor has specified a method of attribution, the User must follow the Licensor's specified method:
		1. Identification of the creator of the Language Resource or any others designated by the Licensor to receive attribution;
		2. A copyright notice;
		3. A notice referring to this License;
		4. A notice referring to the disclaimer of warranties;
		5. a URI or hyperlink to the Language Resource to the extent reasonably practicable;
	2. It must be indicated that the Language Resource is licensed under this License, and the full text of terms and conditions of this License must be included; and
	3. If the Language Resource or Adapted Material is modified by the User, the User must indicate the modification, and if the User has received the Language Resource or Adapted Material with any indication of any prior modification attached, the indication of such modifications must be retained.
2. If requested by the Licensor through GSK, the User must delete the information indicated in sharing the Language Resource or Adapted Material to the extent reasonably practicable.
3. When the Users share Adapted Material with third parties other than themselves, the Users must comply with the provisions of this Section 4(a) and Section 4(b) and must include the full text of the license applied by the adapter.
4. When the Users share Adapted Material with third parties other than themselves, the Users must promptly report to GSK the summary of the translation or adaptation they have performed, the content of the adapter's license applied to the Adapted Material, and the method of sharing the Adapted Material (including distribution media, URL of the web page used for distribution, name of the institution performing the distribution if a language resource distribution service is used).
5. In sharing the Language Resource or Adapted Material, the Users may not impose conditions on other recipients of the Language Resource or Adapted Material that restrict the rights granted to them by the Licensor under the terms and conditions of this License.

**Section 5 – Terms and Conditions Related to Research Presentations.**

1. When reporting or publishing academic research findings derived from the use of the Language Resource, the User must clearly indicate the name of the Language Resource as well as the creator of the Language Resource or any others designated by the Licensor to receive attribution.
2. In the case referred to in this Section 5(a), the User shall cite the following article in the documents subject to such reporting or publication, regardless of the medium (printed materials, electronic data, etc.).

Hiroaki Yamada, Takenobu Tokunaga, Ryutaro Ohara, Akira Tokutsu, Keisuke Takeshita, and Mihoko Sumida. 2024. “Japanese Tort-Case Dataset for Rationale-Supported Legal Judgment Prediction. Artificial Intelligence and Law. https://doi.org/10.1007/s10506-024-09402-0

1. In the case referred to in this Section 5(a), if requested by GSK, the User shall submit and report the files of the academic research results, information on the links and other information to GSK.

**Section 6 – Disclaimer of Warranties and Limitation of Liability.**

1. **The Licensor offers the Language Resource as-is and as-available, and, to the extent permitted by applicable law, the Licensor makes no representations or warranties of any kind concerning the Language Resource, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable to the Licensor.**
2. **To the extent permitted by applicable law, in no event will the Licensor be liable to the Users for any direct, indirect, special, incidental, consequential, punitive, or other losses, costs, expenses, or damages related to or arising out of this License or the use of the Language Resource or Adapted Material, regardless of whether the Licensor was informed of the possibility of such losses, costs, expenses, or damages, and regardless of any legal theory (including, without limitation, negligence) on which the claim is based.**
3. **The User shall not seek any guarantees from GSK regarding the content of the Language Resource. The User shall not hold GSK responsible for any direct or indirect damages, or intellectual property disputes related to or arising out of the storage media or computers used to store the Language Resource, or the use of the Language Resource or Adapted Material.**
4. **The User shall be liable for compensating any damages caused to the Licensor or GSK due to a breach of the terms and conditions of this License by the User.**

**Section 7 – Duration and Termination of License**

1. The terms and conditions of this License shall apply for the duration that the copyrighted and related rights licensed under this License are valid.
2. The rights of the User under this License shall terminate immediately if the effective duration period of this License as specified in this Section 7(a) expires, if the User violates the terms and conditions of this License, or if the Licensor requests the cessation of the use of the Language Resource or Adapted Material for any other reasonable reason through GSK. However, if the Licensor explicitly notifies the revival of rights under this License to the User, the rights explicitly stated in such notification shall be revived.
3. Upon termination of the User's rights under this License, the User shall immediately cease the use of the Language Resource or Adapted Material and shall destroy or return the Language Resource or Adapted Material and any materials made by Reproduction in the manner specified by GSK. If requested by GSK, the User shall submit a written proof of such destruction or return based on this Section 7(c) to GSK.
4. Section 6, this Section 7, Section 9, and Section 10 shall remain effective even after the termination of the User's rights under this License.

**Section 8 – Modification of License Terms and Conditions**

1. The Licensor may modify the terms and conditions of this License at any time. The User shall comply with the modified terms and conditions if the Licensor modifies the terms and conditions of this License and notifies the User of the modification in an appropriate manner (including, but not limited to, posting on the GSK's web page).

**Section 9 – Other Terms and Conditions**

1. The User agrees that the Licensor may obtain, through sharing from GSK, the User's information related to the use, sharing, research presentation and other activities concerning the Language Resource or Adapted Material (including, but not limited to, the User's personal information). This is for the purpose of understanding the usage or sharing status of the Language Resource or Adapted Material and managing the copyright and other rights that the Licensor holds in relation to the Language Resource or Adapted Material.
2. This License are prepared in both Japanese and English. In the event of any discrepancy between the Japanese and English versions of the terms and conditions of this License, the Japanese version shall prevail.

**Section 10 – Governing Law and Jurisdiction**

1. The use of the Language Resource and Adapted Material, including the terms and conditions of this License, shall be governed by and construed in accordance with the laws of Japan.
2. In the event of a dispute arising out of or based upon the use of the Language Resource or Adapted Material, the Tokyo District Court of Japan shall be the agreed exclusive jurisdictional court.