

Application by an Individual to use the Kyodo News Service Text Research Collection

_____, a staff member, consultant, or independent contractor working under the supervision of _____ (the "Organization"), an organization of approximately _____ people engaging in human language technology research and development, which is a part of:

Corporation/Partnership/Legal Entity:

Office mail address:

Telephone: _____

Facsimile: _____

Electronic Mail: _____

hereby apply(ies) to become an Authorized User to use, and agrees to use the Information designated as Kyodo News Service Text Research Collection under the following understandings, terms and conditions. These understandings, terms and conditions apply equally to all or to part of the Information.

1. Copyright; Permitted Uses

1.1 The Information contained is the property of the Kyodo News Service and its licensors and is protected by applicable copyright law.

1.2 The Authorized User represents that he or she will use the Information only to pursue research objectives. The Authorized User shall not publish, retransmit, redistribute, sell, commercially exploit or otherwise reproduce any or all of the Information in any format to anyone, except as expressly provided in this Agreement.

1.3 The Information may only be used for linguistic research and development in information retrieval, document understanding, machine translation, speech recognition, or research into the application of natural language processing technology to the teaching of foreign languages. All such research must be performed by Authorized Users on behalf of the Organization.

1.4 Summaries, analyses and interpretations of the linguistic properties of the Information may be derived and published in any articles, reports or other documents describing all or any part of the results of such linguistic research and development, provided it is not possible to reconstruct the Information from these summaries, analyses and interpretations.

1.5 Limited excerpts of the Information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the linguistic research and development and related issues or demonstrating the systems under development.

2. Access to the Information by Authorized Users

2.1 An Authorized User may access the Information only after completing a copy of the Application of an Individual to Use the Kyodo News Service Text Research Collection, as provided with this Application. Access is to be terminated when the conditions of the application no longer apply.

2.2 Any violation of the terms of this Application by an Authorized User will be grounds for the termination of all rights granted hereunder.

3. Restricted Rights; Disclaimers of Warranties and Liability

3.1 If the Authorized User is an employee of a government agency, it acknowledges by signing this Application that it is acquiring only restricted rights to this text information as such term is defined in Clause 252.227-7013 of the Department of Defense Supplement to the Federal Acquisition Regulation Regulations and in accordance with all other terms of this Application.

3.2 THE AUTHORIZED USER AGREES THAT NEITHER KYODO NEWS SERVICE, DOW JONES TELERATE, INC., NOR THEIR AFFILIATES NOR LICENSORS, THE LINGUISTIC DATA CONSORTIUM NOR THE UNIVERSITY OF PENNSYLVANIA WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION. IN NO EVENT WILL KYODO NEWS SERVICE, DOW JONES TELERATE, INC., OR ANY OF THEIR AFFILIATES AND LICENSORS BE LIABLE TO ANY AUTHORIZED USER, OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING THE INFORMATION, OR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE INFORMATION, REGARDLESS OF HOW CAUSED, OR DELAYS OR INTERRUPTIONS IN DELIVERY OF THE INFORMATION. IN NO EVENT WILL KYODO NEWS SERVICE, DOW JONES TELERATE, INC., THE LINGUISTIC DATA CONSORTIUM OR THE UNIVERSITY OF PENNSYLVANIA OR THEIR AFFILIATES OR LICENSORS BE LIABLE TO THE ORGANIZATION, ANY AUTHORIZED USER, OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY THE ORGANIZATION OR ANY AUTHORIZED USER IN RELIANCE UPON ANY PART OF THE INFORMATION OR FOR ANY CONSEQUENTIAL, DIRECT, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

For the organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____