

User License Agreement for ETS Corpus of Non-Native Written English LDC2014T06

Application by an Organization to use **ETS Corpus of Non-Native Written English LDC2014T06** distributed by the **Linguistic Data Consortium (LDC)**

_____ (“**User**”), an organization engaging in language education and research agrees to use the text data designated as the **ETS Corpus of Non-Native Written English LDC2014T06** (the “**Data**”) and distributed by LDC subject to the following understandings, terms and conditions.

1. Permitted and Prohibited Uses

1.1. User agrees that the Data may only be used for non-commercial linguistic education, research and technology development purposes, such as tasks of native language identification, grammatical error detection, and learner corpus analysis, to the extent such tasks are non-commercial. Without limiting the foregoing, the Data may not be used for any commercial purpose whatsoever and nothing in this Agreement shall be construed as granting User any right to use the Data for any commercial purpose.

1.2. In addition, User shall not publish, retransmit, display, redistribute, reproduce or commercially exploit the Data in any form, except that User may include limited excerpts from the Data in articles, reports and other documents describing the results of User’s linguistic education and research.

2. Ownership and Disclaimer

2.1. The Data is the property of Educational Testing Service (“**ETS**”) and may be protected by applicable copyright law.

2.2. USER ACKNOWLEDGES AND AGREES THAT The **ETS Corpus of Non-Native Written English LDC2014T06** IS PROVIDED ON AN “AS-IS” BASIS AND THAT ETS, LDC AND ITS HOST INSTITUTION THE UNIVERSITY OF PENNSYLVANIA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED. IN NO EVENT SHALL ETS, LDC OR ITS HOST INSTITUTION BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY FROM THE FURNISHING OF, OR USER’S USE OF, the **ETS Corpus of Non-Native Written English LDC2014T06**.

3. Term of Agreement

This Agreement shall commence on the last date signed below and shall continue unless terminated in accordance with this paragraph 3. LDC may terminate this Agreement at any time upon notice to User for any breach by User of this Agreement. Upon termination of this Agreement, all rights granted to User in connection with the Data under this Agreement shall immediately terminate and User shall immediately cease all use of the Data.

4. Third Party Beneficiary.

User acknowledges and agrees that ETS is an intended third-party beneficiary of this Agreement and may enforce its terms directly against User at any time.

User shall send a signed copy of this agreement by facsimile to LDC; fax number (+1) 215 573-2175. Alternately, User shall email an electronic version of the signed agreement to LDC at ldc@ldc.upenn.edu (<mailto:ldc@ldc.upenn.edu>).

For: _____
Signature: _____
Name: _____

Title: _____
Date: _____