American National Corpus Second Release - Open Portion End User License

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WHEREAS, the ANCC has obtained permission from a number of text providers (the "Text Providers") to include in the Open Portion of the American National Corpus, samples of their texts listed in Appendix I to this Agreement (the "O-ANC Texts"), and WHEREAS, the Licensee is the end user in the manner detailed herein of the O-ANC Texts where end user(s) may be academic researchers, researchers in commercial institutions or researchers in government agencies, and WHEREAS, the Text Providers have empowered the ANCC under separate agreements to grant a non-exclusive license to the Licensee as detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

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a. This Agreement shall commence on the Effective Date and shall continue until terminated with this Section.

b. The ANCC may terminate the Agreement if the Licensee fails to pay the fees specified in Section 3 within thirty (30) days of the due date or if the Licensee commits any material breach of this Agreement.

c. This Agreement shall automatically terminate if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Licensee’s assets.

d. Upon termination the Licensee shall erase, or otherwise destroy, all full and partial copies of the O-ANC Processed Material. A duly authorized officer of the Licensee shall promptly verify in writing to the ANCC that the Licensee has complied with this obligation.


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b. Severability. If any provision of this Agreement is found to be void, invalid or unenforceable in any jurisdiction, for any reason, then the remaining provisions hereof shall not be affected thereby.

c. Entire Agreement. This Agreement and the appendices attached hereto embody the entire understanding between the parties relating to the subject matter hereof, and there are no terms or conditions hereof express or implied written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises or other communications, concerning or relating to the subject matter of this Agreement.

d. Amendment; Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

e. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, in whole or in part, without the ANCC’s prior written consent. For purposes of this Agreement an assignment shall include, but not be limited to, any change of ownership or control of Licensee, by merger, consolidation or the sale of all, or substantially all, of Licensee’s assets.

IN WITNESS WHEREOF, the parties hereto have duly executed this End User License Agreement as of the day and year first above written.

LINGUISTIC DATA CONSORTIUM ACTING ON BEHALF OF THE AMERICAN NATIONAL CORPUS CONSORTIUM

LICENSEE
By: ___________________________
Name: __________________________
Title: __________________________

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