LDC Linguistic Data Consortium

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NOT-FOR-PROFIT MEMBERSHIP AGREEMENT

_____ ("Member"), a not-for-profit entity organized under the laws of _____, intending to be legally bound, hereby agrees, effective January 1, _____, to become a member of the Linguistic Data Consortium ("LDC"), upon the following terms and conditions:

1. MEMBER'S RIGHTS AND OBLIGATIONS

a. Payment.

Member agrees to pay to LDC an annual membership fee, determined in accordance with the membership fee schedule, attached hereto as Exhibit A and incorporated herein, as it may be amended from time to time at the beginning of a new membership year. The first annual payment shall be due upon execution of this Agreement. Subsequent payments shall be due on or before January 1 of each year thereafter, unless Member provides sixty days' prior written notice that it does not intend to renew its membership, or LDC notifies Member that LDC has been dissolved or is no longer offering not-for-profit memberships generally. Each membership year shall commence on January 1and end December 31 of the following calendar year. Membership fees are non-refundable.

b. License.

In consideration of the annual membership fee, Member shall have a license to use for linguistic education and/or non-commercial research purposes all materials which it receives from LDC under this Agreement ("LDC Databases") solely at the geographical sites listed in Exhibit B. Further, to the extent permitted by law, including federal and state copyright laws, and, if applicable, by any necessary user agreements described in Section 1 (c) below, Member may incorporate portions of the LDC Databases into its own work products for its internal non-commercial use. Unless explicitly permitted herein, Member shall have no right to copy, redistribute, transmit, publish or otherwise use the LDC Databases for any other purpose. Member shall give appropriate reference to these resources in scholarly publications whenever data resources are mentioned.

Additional licensing terms for this Agreement and description of Membership options are specified in Exhibit A which may be amended from time to time at the beginning of a new membership year.

c. User Agreements.

In order to receive certain LDC Databases, Member shall restrict use of these Databases to only those of its employees or consultants within its control who, in advance of gaining access to the specified Databases, have signed any necessary separate user agreements. The specific Databases for which such user agreements are required will be indicated by LDC and the terms and provisions of any such User Agreements supersede the terms of the Membership Agreement. Member may elect not to receive LDC Databases for which separate user agreements are required. Member shall maintain all signed user agreements on file for inspection by LDC upon its request and shall terminate access to the specified LDC Databases to individuals for whom the conditions contained in the user agreement no longer apply. To the extent that any of Member's consultants gain access to any LDC Databases, Member shall be responsible and liable for the actions and omissions of those consultants as though they were the actions of Member.

d. Indemnity.

Member shall defend, indemnify and hold harmless LDC, its employees, trustees, officers, and agents ("Indemnified Persons") from and against any and all liability, claims, lawsuits, losses, damages, costs or expenses (including attorneys' fees) which the Indemnified Persons may hereafter incur, suffer or be required to pay by reason of any use of the LDC Databases by Member, its employees, directors, officers or agents which violates this Agreement, any user agreements, or any laws, including federal and state copyright laws.

2. LDC HOST DISCLAIMER

MEMBER ACKNOWLEDGES AND AGREES THAT LDC DATABASES ARE PROVIDED ON AN "AS-IS " BASIS AND THAT LDC, AND ITS DATA PROVIDERS AND CORPUS AUTHORS 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 LDC, ITS HOST INSTITUTION, ITS DATA PROVIDERS OR CORPUS AUTHORS 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 MEMBER'S USE OF THE LDC DATABASES RECEIVED.

3. ADMINISTRATIVE PROVISIONS

a. Notices.

All notices required under this Agreement shall be in writing, prepaid first class, certified or registered mail, return receipt requested, as follows:

LDC:
Linguistic Data Consortium
Attention: Membership Office
3600 Market Street
Suite 810
Philadelphia, PA 19104 USA

Member (list address):

_____

_____

_____ _____ _____ _____

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      b. Authorized Signatures.

Member represents that it is a not-for-profit corporation and that the individual signing below is duly authorized to sign this Membership Agreement on behalf of the corporation.

Linguistic Data Consortium

Sign:_____

Name:_____

Title:_____

Date:_____

For the organization: _____
Signature: _____ _____ _____
Date: _____
Name: _____ _____
Title: _____

Exhibit A: Additional License Terms and Fees

For not-for-profit organizations, yearly membership fees for the Linguistic Data Consortium have been set as follows according to membership type:

Standard Membership: $2,400 per calendar year. Standard Member is entitled to receive up to 16 LDC Databases from the Membership Year. Additional LDC Databases from the Membership Year may be licensed at the regular, non-member licensing fee.

Subscription Membership: $3,850 per calendar year. Subscription Member is entitled to automatically receive copies of all LDC Databases released in the Membership Year.

All other licensing terms described in Section 1 (b) apply to both Membership types.

LDC reserves the right to release Databases that require separate license agreements and additional fees.

Exhibit B: Member Geographical Sites

Please indicate the name of the organizational unit to which this LDC Membership applies, and specify the location(s) where LDC materials will be used.

_____ _____ _____