American National Corpus Second Release - Open Portion
End User License

This End User License Agreement (the "Agreement") is made on the __________ day of __________ in the year ___________ (the "Effective Date") by and between the American National Corpus Consortium (the "ANCC") and ______________________________ (the "Licensee").

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:

1. Definitions
   a. The O-ANC Texts is a collection of written texts and transcripts of speech held on computer and selected for use in language based education, research and development. Various individuals and organizations have arranged the O-ANC Texts in a consistent electronic form, and added various forms of annotation, the result being known as "the O-ANC Processed Material."
   b. The O-ANC Processed Material is the collection of O-ANC Texts assembled into consistent electronic format and enhanced with various annotations, which constitutes the Second Release of the American National Corpus. The copyright to each segment comprising the O-ANC Texts is held by its author(s) or designee(s), as listed in Appendix I. The copyright to the OANC Processed Material is owned by the parties specified in copies of the O-ANC Processed Material.

2. Terms of the License Granted to Licensee
   The ANCC hereby grants to the Licensee a non-exclusive, non-transferable, perpetual, worldwide license to use the O-ANC Processed Material according to the terms of this Agreement.

   Mere aggregation of the O-ANC Processed Material or a portion thereof with other texts or works not listed in Appendix I shall not cause this Agreement to apply to those other texts or works. The aggregate work shall contain a notice specifying the inclusion of the O-ANC Processed Material and any and all appropriate copyright notices.

   a. Reproduction and Distribution of Unmodified Versions
      Licensee may reproduce and distribute, in whole or in part, the O-ANC Processed Material without modification, in any medium physical or electronic (the "Unmodified Reproduction"), provided that the terms of this Agreement are adhered to, and subject to the following conditions:

      i. The text of this Agreement must be displayed in human-readable form in the Unmodified Reproduction.
      ii. The Unmodified Reproduction must contain acknowledgement of the original author(s) and publisher(s), as specified in Appendix I, according to normal citation practices.
      iii. The name of the original author(s) may not be used to assert or imply endorsement of the Unmodified Reproduction or product in which the Unmodified Reproduction is contained without the original author's (or authors') permission.

   b. Reproduction and Distribution of Transparently Modified Versions
      A "transparent modification" is an excetration, change in format, typographical correction, annotation of linguistic structure or content, translation into other languages or other modification that does not change the semantic content of the O-ANC Texts. Licensee may distribute transparently modified versions of the O-ANC Processed Material (the "Transparently Modified Versions"), subject to the terms and conditions of this Agreement, including the following conditions:

      i. The text of this Agreement must be displayed in human-readable form in the Transparently Modified Versions.
      ii. The reproduction must contain acknowledgement of the original author(s) and publisher(s), as specified in Appendix I, according to normal citation practices.
      iii. The name of the original author(s) may not be used to assert or imply endorsement of the Transparently Modified Versions or product in which the Transparently Modified Version is contained without the original author's (or authors') permission.
      iv. The Transparently Modified Version must be labeled as such
      v. The person making the modifications and the date of modification must be identified.
      vi. The location of the original unmodified document must be identified.

   c. Reproduction and Distribution of Substantially Modified Versions
      A "substantive modification" is a change to the semantic content of the O-ANC Texts. The Licensee may not distribute or reproduce substantively modified versions of the O-ANC Processed Material without the prior written permission of the copyright holders.

3. Requirement to Exercise Professional Care
   The Licensee shall at all times exercise professional care and judgment to avoid violation of this Agreement and shall inter alia:

   a. take all such other steps necessary to protect the intellectual property rights of the ANCC and/or the Text Providers, and
   b. if the research project becomes inactive (for example, if a researcher changes employment or takes a sabbatical leave), erase or delete the O-ANC Processed Material from active computer files or otherwise protect the O-ANC Processed Material until such time as the project becomes active again.

4. Indemnity
   Licensee shall defend at its expense, indemnify and hold the ANCC, its members and/or Text Providers and each of its and their trustees, officers, directors, agents, employees, successors and assigns harmless from and against any and