RE bâtiments, en totalité de manière ou d'autre, à toute partie ou entité tierce.

2. Les parties entendent, en entrant dans cet accord, décerner aux titulaires de droits d'utilisation pour des recherches en un ou plusieurs COMLEX Database(s) tel que décrit dans le document EXHIBIT A, et dans le corpus de texte accompagnant le Database(s) tel que décrit dans EXHIBIT B (Arrangement pour l'utilisation du COMLEX Syntax 2.0 Corpus) si le document EXHIBIT B est exécuté par le titulaire de droits.

ACCORD

A. Définitions

En utilisant les définitions suivantes, les termes suivants ont les significations suivantes:

1. Database*: (1) Chaque de l'un des COMLEX lexicales de base listés ou décrits dans EXHIBIT A, et (2) tout autre logiciel, corrections, mises à jour, et autres matériels, en quelque forme que ce soit, formats, et médias qui sont sélectionnés par Licensor par un Accord non exclusif, mondial de licence.

2. Version*: Toute édition, modification ou réédition du Database ou de la partie de Database qui est désigné par LDC comme une nouvelle Version.

3. Inclus*: Quand chaque exemple est utilisé avec le terme "comprend" (ou quelque dérivé que ce soit), les exemples sont illustratifs et ne limitent pas la généralité des termes qui accompagnent le terme "comprend" (ou quelque dérivé que ce soit).

4. "En perpetuity": La période la plus longue autorisée, y compris toutes les périodes de renouvellement, s'il y a lieu, par toute autre loi applicable ou autre loi.

5. "Media": Tout appareil ou moyen par lequel un Produit Licence est distribué, y compris un disque optique, CD-ROM ou disquette.

B. Licence

1. En considération de la somme spécifiée dans l'Annexe A pour chaque Database et d'autres termes et conditions de cet accord, Licensor décerne à Licencee un droit de licence mondial non exclusif, pour une utilisation de recherche.

2. Les restrictions suivantes s'appliquent aux droits de Licencee:

   1. Licencee ne copiera ou ne redistribuera pas le Database, à moins que la copie archivée ne soit destinée à Licencee pour l'usage exclusif;
   2. Licencee ne vendra ou ne redistribuera pas de produits ou de travaux dérivés basés sur la Database;
   3. Si Licencee reçoit le COMLEX Syntax 2.0 corpus, il observera toutes les restrictions supplémentaires spécifiées dans l'Annexe B.

C. Termes

Cette convention commencera à la date effective et continuera en perpetuity, sauf pour la fin de la convention comme spécifié dans la Section H.

D. Expédition et Acceptation

1. Si Licencee exécute cet accord et paye la somme spécifiée dans la section précédente pour chaque Database, Licensor expédiera le Database à Licencee.

2. Licencee reconnaît et confirme que le Database est disponible sous une licence non exclusive, mondiale de licence, sauf pour la fin de la convention comme spécifié dans la Section H.

E. Déclaration de Garanties, Assurance et Limitation de Responsabilité

1. Licencee reconnaît que Licencee n'a pas de garanties représentatives ou garanties implicites, incluant mais pas limité à garanties implicites de marchandabilité, convivialité pour un usage particulier ou conformité avec toute documentation fournie.

2. En tout état de cause, Licencee ne sera pas responsable de dommages spéciaux, indirects, consécutifs, punitifs, incidentaux, ou d'autres dommages, pertes, coûts, charges, prétentions, dommages, frais ou dépenses de toute nature ou de quelque manière que ce soit, provenant de Licencee ou de quelque manière que ce soit, à la suite de l'utilisation de Licencee ou des termes de ce document.

F. Droits de Licence, Garanties et Indemnités

Licenee se déclare responsable de l'indemnisation, de la défense et de l'indemnisation de Licencee contre toute perte, dommage, frais, coûts, ou prétentions commises par Licencee, dans le cadre de toute responsabilité ou de toutes prétentions, incluses mais pas limitées à des dommages, pertes, frais ou coûts résultant de l'utilisation de Licencee ou de quelque manière que ce soit.

G. Confidentialité

Licencee se déclare responsable de la maintenance de la confidentialité des Database, en utilisant des mesures au moins aussi serrées que celles utilisées par Licencee pour la protection de son propre logiciel et documentation. Licencee further agrees not to disclose the Database in whole or in part, to any third party or entity.

H. Termination

1. Sans limitation, toutes les autres conditions qui pourraient être requises de manière une partie may have, it is specifically understood and agreed that if either party breaches the Agreement, by failing to perform or comply with any material term or provision hereof, and fails to remedy or cure such breach within thirty (30) days after receiving notice from the other party of such
breach, the other party shall have the right, at its sole option and upon notice to the defaulting party, to terminate this Agreement. If the party receiving notice of breach is unable to cure such breach due to the nature of such breach, such party shall be deemed to have cured such breach if, within thirty (30) days after receipt of such notice, such party has taken reasonable steps to prevent a recurrence of such breach, provided, however, that if the same breach occurs twice in any 18-month period, the foregoing shall not apply to the second occurrence of any such breach. The rights and remedies provided in this Section H shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

2. If the Agreement is terminated for cause by either party pursuant to subsection 1 of this Section H, the following shall apply:

   LICENSEE shall forthwith return to LICENSOR all Databases and related papers, materials and other property received.

   I. Notices

   1. This Agreement shall be construed and controlled by the laws of the Commonwealth of Pennsylvania. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by law.

   2. All notices and requests in connection with this Agreement shall be deemed given as of the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

   In the case of LICENSOR: Linguistic Data Consortium University of Pennsylvania 3600 Market Street, Suite 810 Philadelphia, PA 19104

   In the case of LICENSEE: [NAME OF LICENSEE]

   J. Miscellaneous

   1. Neither party may assign this Agreement, or any portion thereof, to any third party unless the other party expressly consents to such assignment in writing. Any attempted assignment without that consent shall give the other party the right to terminate this Agreement.

   2. This Agreement is intended solely as a license agreement, and no partnership, joint venture, agency or other form of agreement of relationship is intended.

   3. The captions of various paragraphs of this Agreement are solely for the purpose of convenience and shall not be relied upon in construing any provision hereof.

   4. Subject to the limitations contained herein expressed, this Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators and permitted assigns.

   5. LICENSEE shall acknowledge LICENSOR in appropriate citations in scholarly literature when reference is made to any Database. LICENSOR shall not use the name of LICENSOR in any publication in any manner that would imply an endorsement of LICENSEE or any product or service offered by LICENSEE.

   6. In the case of LICENSEE: [NAME OF LICENSEE]

   J. Entire Agreement

This Agreement, together with Exhibit A hereto, which is incorporated herein by this reference, constitutes the full and complete understanding between the parties and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument signed on behalf of LICENSOR and LICENSEE by their duly authorized representatives.

IN WITNESS WHEREOF, intending to be bound, the parties hereto have hereunto set their hands and seals and duly executed this Agreement.

Linguistic Data Consortium       [NAME OF LICENSEE]
By
Name Christopher Cieri           Name ____________________________
Title Executive Director         Title ____________________________
Date __________________________

EXHIBIT A

DATABASE DESCRIPTION

The COMLEX Database(s) and version(s) covered by this license is (are) as follows:

- COMLEX English Syntax Lexicon

Other descriptive or identifying information: ____________________________

EXHIBIT B

Organization User Agreement for the COMLEX Syntax 2.0 Corpus Distributed by the Linguistic Data Consortium

The understandings, terms, and conditions listed below apply equally to all or part of the text designated as the COMLEX Syntax 2.0 corpus.

A. Permitted Uses.

   1. The information contained in the COMLEX Syntax 2.0 corpus ("Information") may only be used for research and development of natural-language processing, information-retrieval or document-understanding systems.

   2. Summaries, analyses and interpretations of the linguistic properties of the Information may be derived and published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe the rights of any third party including, but not limited to, the authors and publishers of the excerpts.

B. Access to the Information by individuals.

   1. Access to the Information by an individual person is to be controlled by that person's organization. The organization may only grant access to people working under its control, i.e. its own members, consultants to the organization, or individuals providing service to the organization.

   2. Individuals may be allowed access to the Information only after completing a copy of the Individual User Agreement for the COMLEX Syntax 2.0 corpus, as provided with this application. The access is to be terminated when the conditions of the application no longer apply. The organization will retain the applications of all persons ever granted access to the Information and make them available upon request to any of the copyright holders and to the institution or agency holding this completed application.

   3. The organization will maintain a list of people with current and recently-terminated access to the information,
which will be made available to the LDC on request.
4. An individual with access may only display the information to or share the information with persons whom his organization lists as having access to the information.

C. Copyright

1. The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the Information.
2. Except as specifically permitted above and as necessary to use and maintain the integrity of the Information on computers used by the organization, the display, reproduction, transmission, distribution or publication of the Information is prohibited.
3. Violations of the copyright restrictions on the Information may result in legal liability.
4. Copyright holders of the Information contained in the COMLEX Syntax 2.0 Text Corpus include:


By the applicant:

Signature: __________________________
Date: __________________________
Name: __________________________
Title: __________________________

Accepted for the organization:

Signature: __________________________
Date: __________________________
Name: __________________________
Title: __________________________
Institution/Agency __________________________

Individual User Agreement for the COMLEX 2.0 Corpus Distributed by the Linguistic Data Consortium

The understandings, terms, and conditions listed below apply equally to all or part of the text designated as the COMLEX Syntax 2.0 corpus.

A. Permitted Uses.

1. The information contained in the COMLEX Syntax 2.0 corpus (“Information”) may only be used for research and development of natural-language- processing, information-retrieval or document-understanding systems.
2. Summaries, analyses and interpretations of the linguistic properties of the Information may be derived and published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe the rights of any third party including, but not limited to, the authors and publishers of the excerpts.

B. Access to the Information by individuals.

1. Access to the Information by an individual person is to be controlled by that person’s organization. The organization may only grant access to people working under its control, i.e. its own members, consultants to the organization, or individuals providing service to the organization.
2. Individuals may be allowed access to the Information only after completing a copy of the Individual User Agreement for the COMLEX Syntax 2.0 corpus, as provided with this application. The access is to be terminated when the conditions of the application no longer apply. The organization will retain the applications of all persons ever granted access to the Information and make them available upon request to any of the copyright holders and to the institution or agency holding this completed application.
3. The organization will maintain a list of people with current and recently- terminated access to the information, which will be made available to the LDC on request.
4. An individual with access may only display the information to or share the information with persons whom his organization lists as having access to the information.

C. Copyright

1. The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the Information.
2. Except as specifically permitted above and as necessary to use and maintain the integrity of the Information on computers used by the organization, the display, reproduction, transmission, distribution or publication of the Information is prohibited.
3. Violations of the copyright restrictions on the Information may result in legal liability.


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

By the applicant:

Signature: __________________________
Date: __________________________
Name: __________________________
Title: __________________________

Accepted for the organization:

Signature: __________________________
Date: __________________________
Name: __________________________
Title: __________________________
Institution/Agency __________________________