Application by an Organization to use Concretely Annotated New York Times (LDC2018T12) distributed by the Linguistic Data Consortium (LDC)

__________________________________________ ("User"), an organization engaging in language education and research agrees to use the text data designated as Concretely Annotated New York Times (LDC2018T12) (the “Data”) and distributed by LDC subject to the following understandings, terms and conditions.

1. Permitted and Prohibited Uses

1.1. The Data may only be used for non-commercial linguistic education, research and technology development, including but not limited to information retrieval, document understanding, machine translation or speech recognition.

1.2. 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, research and technology development.

2. Copyright Notice and Disclaimer

2.1. The Data is owned or controlled by The New York Times Company and is protected by applicable copyright law. In no event shall User publish, retransmit, display, redistribute, or otherwise reproduce any or all of the Data in any format to anyone, except as allowed in Section 1 of this agreement, in which case User shall provide The New York Times Company with copyright attribution notice as follows:

"© [appropriate year] The New York Times Company, used with permission".

2.2. USER ACKNOWLEDGES AND AGREES THAT CONCRETELY ANNOTATED NEW YORK TIMES (LDC2018T12) IS PROVIDED ON AN “AS-IS” BASIS AND THAT 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 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, CONCRETELY ANNOTATED NEW YORK TIMES (LDC2018T12).

User shall send a signed copy of this agreement to LDC: (1) by e-mail to ldc@ldc.upenn.edu (mailto:ldc@ldc.upenn.edu) or (2) by facsimile, Attention: Membership Office, fax number (+1) 215-573-2175.