European Language News Corpus User Agreement

Application by an Organization to Use the European Language News Collection distributed by the Linguistic Data Consortium (LDC) of the University of Pennsylvania.

The ______________________________, an organization engaging in human language technology research and development, agrees to use the textual data designated as the European Language News Corpus and distributed by the LDC of the University of Pennsylvania, subject to the following understandings, terms and conditions.

1. Permitted uses.
   a. The texts may only be used for linguistic research and development, including but not limited to speech recognition, machine translation, natural language processing, document understanding, information retrieval, and foreign language teaching technology.
   b. Summaries, analyses and interpretations of the linguistic properties of the text may be derived and published, provided it is not possible to reconstruct the information from these summaries.
   c. Small excerpts may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues.

2. Access by Individuals.
   a. Access to the texts 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.
   b. Individuals may be allowed access only after being informed of this license agreement and its provisions. The access is to be terminated when the conditions of the application no longer apply. The organization will retain a list of all persons ever granted access and make it available on request to the copyright holders and to the Linguistic Data Consortium.

3. Indemnification.
   a. None of the information providers of text in this collection or the Linguistic Data Consortium shall be liable in any way to any users of the text or to any persons who may receive the text or to any other person whatsoever, for any delays, inaccuracies, errors or omissions therefrom or in transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.
   b. In no event shall the Linguistic Data Consortium or any of the information providers of the text contained in this collection be liable for any direct consequential, punitive, special or any other damages arising in any way from the availability of the Service regardless of the form of action, whether contract or tort.

4. Copyright.
   a. Except as specifically permitted, the copyright holders retain ownership and reserve all rights pertaining to the use or distribution of the texts. Government agencies acquire only "restricted rights" to this data as defined in Clause 252.227-7013 of the Department of Defense Supplement to the Federal Acquisition Regulation.
   b. Except as specifically permitted above and as necessary to use and maintain the integrity of the data on computers used by the organization, the display, reproduction, transmission, distribution or publication of the texts is prohibited.
   c. Violations of the copyright restrictions on the texts may result in legal liability.
   d. Copyright holders of the information contained in the European News Text Corpus are:


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

User Agreement

between Linguistic Data Consortium ("LDC") and

User: __________________________

User's research group (if applicable): ________________________________

The LDC agrees, on receipt of this signed agreement to make the material specified in the Appendix (B) below, available to the user listed above (hereafter referred to as "User").

Under the agreement, User will receive a machine-readable copy of the material specified in the Appendix (B) below. User agrees to use this material only for research purposes. User further agrees not to re-distribute the material to others outside of User's research group, to inform all members of User's research group who have access to the material of the terms of this agreement, and to ensure their compliance with them.

Copies of the material may be made for backup purposes, or for the purpose of making data available to members of User's research group, but User shall ensure that a copy of this agreement accompanies all such copies.

User acknowledges that the material specified in the Appendix below, is subject to copyright (and other) restrictions (as specified in the Appendix), and that violations of such restrictions will result in legal liability. User agrees to refrain from violating the restrictions, and to notify all associates who access the material of the restrictions.

User shall indemnify LDC and the University of Edinburgh, who have licensed the material to LDC, in respect of any liability that may arise as a result of any infringement of the intellectual property rights of a third party occasioned by a breach of this agreement.

Neither the LDC nor the original or subsequent providers of the material to LDC, give any warranties or make any representation that the material will be suitable for any particular purpose, accept any responsibility for any limitations or errors in the material, or accept any liability for any damages or losses which may arise from User's use of the material.

Copyright in the formatting and organisation of the material above and beyond that originally supplied is held by the University of Edinburgh.
Appendix (b):

(Restrictions on the use of materials)

User undertakes not to publish or edit texts or dictionaries from Le Monde distributed under this agreement, in either printed or electronic form. However, commercial applications incorporating results, such as statistical measures or grammatical rules, derived from research with this material, are permitted, provided that the copyright is respected and Le Monde is duly notified by certified mail (signed receipt) addressed to M. Didier RIOUX, Le Monde, 15 Rue Falguiere, 75501 Paris, Cedex 15 FRANCE, whose permission to proceed will be considered implicit if the applicant is not informed otherwise by Le Monde within once month after the receipt of said notification.