TDT Pilot Study License Agreement User Agreement

Application by an Organization to use the TDT Pilot Study Corpus

The ______________________________, an organization of approximately _______________ people engaging human language technology research and development, which is a part of

Corporation/Partnership/Legal Entity ______________________________

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hereby apply(ies) to use, and agrees to use the information designated as the TDT Pilot Study Corpus (the Information) under the following understandings, terms and conditions. These understandings, terms and conditions apply equally to all or to part of the Information.

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4.1 This Agreement is governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflict of law. The parties agree to submit to the exclusive jurisdiction of the courts of the State of New York and the parties hereby irrevocably consent to such submission and to the exercise of jurisdiction over them by such courts.

5. Effective Date

5.1 This Agreement shall become effective upon execution by the Organization and the Owners of the Text. (Signatures)

6. Termination

6.1 The Organization may terminate this Agreement at any time upon the occurrence of a material breach of the terms and conditions of this Agreement by the Owners of the Text. The Organization shall provide written notice of such termination to the Owners of the Text and the Owners of the Text shall immediately cease all use of the Information in violation of this Agreement.

7. Enforcement

7.1 Any dispute arising out of or relating to this Agreement shall be resolved through arbitration in New York, New York, in accordance with the rules of the American Arbitration Association. The arbitration shall be in English and shall be conducted by a single arbitrator, who shall be a neutral arbitrator selected by the parties. The arbitrator's decision shall be final and binding on the parties. If the parties are unable to agree on the arbitrator, the decision of the American Arbitration Association shall be final and binding on the parties.

8. Governing Law

8.1 This Agreement is governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflict of law. The parties agree to submit to the exclusive jurisdiction of the courts of the State of New York and the parties hereby irrevocably consent to such submission and to the exercise of jurisdiction over them by such courts.

9. Confidentiality

9.1 The Organization agrees to keep the Information confidential and to use it only for the purposes stated in this Agreement. The Organization shall not disclose the Information to any third party without the prior written consent of the Owners of the Text.

10. Entire Agreement

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral.

11. Amendments

11.1 This Agreement may not be amended except in writing signed by both parties.

12. Counterparts

12.1 This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument.

13. Severability

13.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed in all other respects as if it had never been included, and the remaining provisions shall remain in full force and effect.

14. Waiver

14.1 No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or any other provision.
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For the organization: ______________________________
Signature: ______________________________
Date: ______________________________
Name: ______________________________
Title: ______________________________