INSTRUCTIONS for COMPILATION

Please compile and submit the end-user agreement in **two original signed copies** (this page is NOT part of the agreement).

Please fill in the end-user agreement as required below:

- 1) On page 1, <u>complete the End-User legal name and address</u>. The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project.
- 2) On page 3, <u>add the signature</u>, name of signee, title of signee and date of signature. The person signing this Agreement should be the person authorized by the institution for such signatures.
- 3) Each page of the agreement should also be <u>initialled</u> (the person signing the agreement should put his/her initials on each and all pages).
- 4) In Exhibit A (page 4), select the Language Resources you would like to obtain.
- 5) In Exhibit B (page 4), <u>insert the full name and address of the location where the data will</u> be used.

Please send the two original signed copies by **email (scanned version) AND surface mail** to:

mapelli@elda.org

Valérie Mapelli ELDA 9, rue des Cordelières 75013 Paris

France

On receipt of email, we will provide you with the information to download the Language Resources.

Thank you.



This agreement is made by and between:

LANGUAGE RESOURCES END-USER AGREEMENT

(Agreement Ref. No. LC/ELDA/END-USER/2013/FREELRS/RELEASE2)

11								
", (hereinafter	called	END-USER),	having	its	principal		business	at
, and				resente				by
, acting as:						••••••		•••••

AND

ELDA S.A., (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at: 9, rue des Cordelières - 75013 Paris, FRANCE Société Anonyme registered at the Tribunal de commerce de Paris (with a registered capital of 250,000 €): RCS Paris B 402 781 876 (95b147 95), and represented by Mr. Khalid CHOUKRI, acting as the Managing Director of ELDA,

- both referred to as "the parties" -

whereby it is agreed as follows:

- 1. **Language Resources**, object of this AGREEMENT, for which DISTRIBUTOR obtained distribution rights from the rightful holder, are described in Exhibit A.
- 2. The site of use of the Language Resources is mentioned in Exhibit B.
- 3. Within this AGREEMENT END-USER is engaged in *bona fide* language engineering research activities.
- 4. DISTRIBUTOR grants END-USER the right to reproduce the Language Resources temporarily or permanently, to translate, adapt, arrange and modify by any means the Language Resources, if one or all of these acts, which normally require an authorization from the Language Resources owner, are necessary to access and make the agreed use of the contents of the Language Resources.

Date: 19/03/2015

Add your initials here :		

- 5. DISTRIBUTOR grants END-USER the right to rework and build upon the **Language Resources**, or any component thereof, as necessary or desirable for the purposes of their own internal language engineering research activities. All rights granted hereunder are perpetual, royalty free and worldwide.
- 6. END-USER is not permitted to distribute and market any derivative product or service based on all or a substantial part of the **Language Resources**.
- 7. END-USER is not permitted to make available to the public all or any substantial part of the contents of the **Language Resources**, evaluated quantitatively and/or qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution, including free or open-source ones.
- 8. END-USER acquires no ownership, rights or title in all or any parts of the Language Resources.
- 9. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The **Language Resources** shall not be transferred to or accessed from any other site.
- 10. DISTRIBUTOR and OWNERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. DISTRIBUTOR and OWNERS give no warranty for merchantability and/or fitness for a particular purpose of the Language Resources. Language Resources are provided on an "as is with all defects" basis. DISTRIBUTOR does not guarantee the quality or the adequate nature for the intended use of the data.
- 11. END-USER and DISTRIBUTOR are independent contractors. Nothing contained in this AGREEMENT shall be construed as creating an employer-employee relationship, a partnership or a Joint Venture between VAR and DISTRIBUTOR.
- 12. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of DISTRIBUTOR, it being intended that each party shall remain an independent contractor responsible for its own actions.
- 13. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
- 14. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
- 15. END-USER shall give appropriate references to DISTRIBUTOR, as well as to the name and reference of the Language Resources in scholarly literature when the **Language Resources** are mentioned. The following acknowledgement is required:

"ELRA catalogue (http://catalog.elra.info),

AURORA Project Database 2.0 - Evaluation Package, catalogue reference: AURORA-CD0002,

AURORA Project Database - Aurora 4a - Evaluation Package, catalogue reference: AURORA-CD0004-01,

AURORA Project Database - Aurora 4b - Evaluation Package, catalogue reference: AURORA-CD0004-02,

AURORA-5, catalogue reference: AURORA-CD0005,

TC-STAR 2005 Evaluation Package - ASR English, catalogue reference: ELRA-E0002,

TC-STAR 2005 Evaluation Package - ASR Spanish, catalogue reference: ELRA-E0003,

TC-STAR 2006 Evaluation Package - ASR English, catalogue reference: ELRA-E0011,

TC-STAR 2006 Evaluation Package - ASR Spanish - CORTES, catalogue reference: ELRA-E0012-01,

TC-STAR 2006 Evaluation Package - ASR Spanish – EPPS, catalogue reference: ELRA-E0012-02,

TC-STAR 2007 Evaluation Package - ASR English, catalogue reference: ELRA-E0025,

TC-STAR 2007 Evaluation Package - ASR Spanish - CORTES, catalogue reference: ELRA-E0026-01,

TC-STAR 2007 Evaluation Package - ASR Spanish - EPPS, catalogue reference: ELRA-E0026-02,

ACCOR – English, catalogue reference: ELRA-S0001,

COST232, catalogue reference: ELRA-S0009,

ISLE Speech Corpus, catalogue reference:ELRA-S0083,

MIST Multi-lingual Interoperability in Speech Technology database, catalogue reference: ELRA-S0238,

Date: 19/03/2015

N4 (NATO Native and Non Native) database, catalogue reference: ELRA-S0239,

UPC-TALP database of isolated meeting-room acoustic events, catalogue reference: ELRA-S0268,

MULTEXT Lexicons, catalogue reference: ELRA-L0010, CRATER corpus, catalogue reference: ELRA-W0003,

1	Add your initials here:		

TSNLP (Test Suites for NLP Testing), catalogue reference: ELRA-W0013,

MULTEXT JOC Corpus, catalogue reference: ELRA-W0017,

ARCADE/ROMANSEVAL corpus, catalogue reference: ELRA-W0018,

MLCC Multilingual and Parallel Corpora, catalogue reference: ELRA-W0023,

GeFRePaC - German French Reciprocal Parallel Corpus, catalogue reference: ELRA-W0031,

CRATER 2 Corpus, catalogue reference: ELRA-W0033, TUNA Corpus, catalogue reference: ELRA-W0048 LT Corpus, catalogue reference: ELRA-W0059, PTPARL Corpus, catalogue reference: ELRA-W0060,

CINTIL-DependencyBank, catalogue reference: ELRA-W0061,

CINTIL-DeepBank, catalogue reference: ELRA-W0062".

- 16. END-USER shall not use the name of DISTRIBUTOR in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.
- 17. END-USER agrees to pay DISTRIBUTOR a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C and form part of this AGREEMENT.
- 18. This AGREEMENT is subject to, construed and interpreted in accordance with the Law of France. Should it not be possible to settle amicably differences of interpretation out of this AGREEMENT, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de commerce de Paris" shall be the only competent court.

The entire AGREEMENT is composed of the 18 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

Date: 19/03/2015

AUTHORISED BINDING SIGNATURES:

On behalf of END-USER	On behalf of ELDA
Name:	Name: Khalid CHOUKRI
Title:	Title: Managing Director
Date:	Date:

EXHIBITS

EXHIBIT A: DESCRIPTION OF LANGUAGE RESOURCES

Select the corresponding Language Resources in the list below:

L	_ AURORA-CD0002	AURORA Project Database 2.0 - Evaluation Package				
	AURORA-CD0004-01	AURORA Project Database - Aurora 4a - Evaluation Package)			
	AURORA-CD0004-02	AURORA Project Database - Aurora 4b - Evaluation Package	;			
	AURORA-CD0005	AURORA-5				
	ELRA-E0002	TC-STAR 2005 Evaluation Package - ASR English				
	ELRA-E0003	TC-STAR 2005 Evaluation Package - ASR Spanish				
	ELRA-E0011	TC-STAR 2006 Evaluation Package - ASR English				
	ELRA-E0012-01	TC-STAR 2006 Evaluation Package - ASR Spanish - CORTES				
	ELRA-E0012-02	TC-STAR 2006 Evaluation Package - ASR Spanish - EPPS				
	ELRA-E0025	TC-STAR 2007 Evaluation Package - ASR English				
	ELRA-E0026-01	TC-STAR 2007 Evaluation Package - ASR Spanish - CORTES				
	ELRA-E0026-02	TC-STAR 2007 Evaluation Package - ASR Spanish - EPPS				
	ELRA-S0001	ACCOR – English				
	ELRA-S0009	COST232				
	ELRA-S0239	N4 (NATO Native and Non Native) database				
	ELRA-S0083	ISLE Speech Corpus				
	ELRA-S0238	MIST Multi-lingual Interoperability in Speech Technology d	atabase			
	ELRA-S0268	UPC-TALP database of isolated meeting-room acoustic ever	nts			
	ELRA-L0010	MULTEXT Lexicons				
	ELRA-W0003	CRATER corpus				
	ELRA-W0013	TSNLP (Test Suites for NLP Testing)				
	ELRA-W0017	MULTEXT JOC Corpus				
	ELRA-W0018	ARCADE/ROMANSEVAL corpus				
	ELRA-W0023	MLCC Multilingual and Parallel Corpora				
	ELRA-W0031	GeFRePaC - German French Reciprocal Parallel Corpus				
	ELRA-W0033	CRATER 2 Corpus				
	ELRA-W0048	TUNA Corpus				
	ELRA-W0059	LT Corpus				
	ELRA-W0060	PTPARL Corpus				
L	_ ELRA-W0061	CINTIL-DependencyBank				
L	ELRA-W0062	CINTIL-DeepBank				
Ε	XHIBIT B: SITE OF U	SE				
D	epartment:					
Α	ddress:					
Zi	pcode:	City:				
Country:						
C	ontact name and surna	me:				
Telephone:						
Fax:						
E	mail:					
F	XHIBIT C: COMPENS	SATION				
	ree					
•						
		Add your initials here:				

Date: 19/03/2015