

# Language Resources License Agreement

by and between

Ludwig Maximilians-University Munich  
Geschwister-Scholl-Platz 1, 80539 München

for

BAS (Bavarian Archive for Speech Signals), c/o Institut für Phonetik  
Universität München, Schellingstr. 3 / II, 80799 München

represented by the director of BAS

- hereinafter referred to as »Licensee«

and

.....

- hereinafter referred to as »Licensor«

regarding licensing of language resources called

.....

- hereinafter referred to as »LRs«

WHEREAS:

Licensor owns the LR;

Licensee wishes to obtain from Licensor license rights on the LR for the purpose of archivation and distribution to other parties;

Licensor is willing to grant Licensee such license rights.

Licensor wishes that the Licensee widespread the LR to sublicensees for low fees.

Therefore Licensor waives to earn royalties.

Or:

Licensor wishes to earn royalties for each use of the LRs by sublicensees.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained it is agreed between the parties as follows:

## 1. **Licensed Language Resources**

- 1.1. Licensed LRs is the database described in the Exhibit A attached hereto, including is related documentation, which Exhibit A may be amended and/or supplemented by mutual agreement between the parties from time to time.
- 1.2. Licensor will provide Licensee the LRs as specified in **Exhibit A**. The LRs must comprise recordings (speech signals), at least one form of transcript/annotation per recording, metadata of recordings and/or speakers, and documentation.
- 1.3. Licensor assures that he has the rights to transfer the LRs to the Licensee for the purposes stated in this agreement. This includes permissions of the recorded speakers that their recorded voices can used for scientific and commercial development by other parties than the Licensor and under the same conditions as agreed with the creator of the database.

## 2. **License Grant**

- 2.1. Licensor grants to Licensee a non-exclusive, worldwide license during the term of this Agreement and all renewals and extensions thereof to use, modify, have modified and sublicense subject to the terms and conditions of this Agreement the LRs. But Licensor is not obliged to make renewals or extensions of the LRs. Licensee acquires no ownership, right, title, or interest in the LRs or any copyrights for the LRs through this license.
- 2.2. Licensor retains the right to improve, modify and/or amend the LRs. Such improvements, modifications and/or amendments are not subject of this Agreement, unless otherwise mutually agreed upon.
- 2.3. Licensee has the right to reject the offer without conditions.
- 2.4. For the distribution of the LRs the Licensee is entitled to cooperate with the
  - Evaluations and Language Resources Distribution Agency (ELDA),  
55-57 rue Brillat Savarin, F-75013 Paris, Franceas broker. All license agreements shall only be concluded between Licensee and sublicensee. The license fee including the broker's commission (if any) shall not exceed the amounts in Exhibit B.

## 3. **LRs Protection**

- 3.1. Licensee recognizes and acknowledges the confidential and valuable proprietary nature of the LRs and agrees to maintain its confidentiality and to make no use of the LRs except under the terms and conditions of this Agreement. Licensee expressly undertakes to obtain written or otherwise provable agreement of each of its sublicensees for non-disclosure of the LRs and protection of its confidentiality.
- 3.2. Licensee agrees to maintain and respect any copyright notice on all copies of the LRs. Licensee shall impose such obligation also to its sublicensees.
- 3.3. Licensee's obligation under this Article 3 shall survive any termination or expiration of this Agreement and shall end after 5 (five) years.
- 3.4. The Licensee as a member of CLARIN offers three different basic license models, from which the Licensor has to choose one for sublicensing the LRs (see Exhibit B):
  - 'PUB' : unrestricted online access without single-sign-on; unrestricted usage except unethical usage and re-distribution of the LRs (including derivatives that allow the re-construction of the LRs) to third parties.
  - 'ACA' : unrestricted online access via AAI-DFN Shibboleth single-sign-on for all academic users that hold an official academic account from an university participating in the CLARIN IdP Federation; unrestricted usage for this user class except unethical usage and re-distribution of the LRs (including derivatives that allow the re-construction of the LRs) to third parties. The Licensor may grant access to additional users that are not academic or are affiliated to universities that are not part of the CLARIN IdP Federation.
  - 'RES' : unrestricted online access via AAI-DFN Shibboleth single-sign-on only for users for which the Licensor has granted access; unrestricted usage for these users except unethical usage and re-distribution of the LRs (including derivatives that allow the re-construction of the LRs) to third parties. 'RES' license models are valid for the first 10 years after ingest date; after this 10 year period the Licensee will contact the Licensor every year for an extension of the 'RES' license model of 1 year; the Licensor can confirm this extension or change the license model permanently to 'ACA'. If the Licensor or his legal successor cannot be contacted by the Licensee, the Licensee may change the license model permanently to 'ACA'. By selecting 'RES' as the license model the Licensor agrees to this policy.
- 3.5. The Licensee is obliged by CLARIN policies to publish all metadata of the LRs on its website and via other public channels (such as OAI-PMH). Metadata are defined as all data contained in the Component Meta Data description files (CMDI) deposited by the Licensor at ingest or at later updates; the content of the LRs' documentation package is not metadata. The Licensor agrees to this policy and is responsible to filter sensitive information from the CMD before ingest.

- 3.6. Licensee has to stipulate in his license agreements with sublicensees among other things the following:
- Sublicensee agrees to acknowledge the copyright holders and authors with appropriate citations in any publication or presentation containing research results obtained in whole or in part through the use of the LRs.
  - The CLARIN license class
  - In each publication or presentation the LRs must be referred to as "...".

#### 4. **Warranty**

- 4.1. Licensor represents that he has developed and owns all rights and title in the LRs. Licensee acknowledges that the LRs are provided on an "as is" basis. Licensor makes no warranties of any kind, either expressed or implied, with respect the LRs.
- 4.2. The above limited warranty is the only warranty made by Licensor and all warranties for merchantability and/or fitness for a particular purpose are expressly excluded.
- 4.3. Neither party shall be liable for any consequential damages except to the extend caused by gross negligence or willful misconduct.

#### 5. **Compensation**

- 5.1. Licensor waives all compensations derived from the distribution of the LRs (royalties).  
Or:  
Licensor earns royalties for each distribution of the LRs to a sublicensee as stated in Exhibit B.
- 5.2. Licensee shall not charge more than the maximum license fees, as fixed in Exhibit B, to any sublicensee.
- 5.3. Licensor pays a one-time deposit fee to Licensee depending on the size of the database as calculated by the schema in Exhibit C. This fee is intended to cover maintenance and hardware costs for the archiving and securing of the LRs for at least 20 years; it does not compensate for distribution costs to sublicensees.

#### 6. **Term and Termination**

- 6.1. The term of this Agreement shall be effective from the date when signed on behalf of both parties hereto and shall remain in force until terminated by one of the parties by written notice at least six months prior to termination, or until the BAS ceases to exist and no other partner institution is willing to host the archive in place of the LMU Muenchen.
- 6.2. The BAS is part of the European CLARIN ERIC. This entitles the BAS to transfer the complete archive contents together with all acquired rights to another CLARIN partner center, in case that the BAS ceases to exist, with the purpose that the BAS repository continues to exist in a new CLARIN host organisation. The Licensor agrees to this continuation plan, but Licensor has the right to deny the transfer of the LRs to the new host organisation and to terminate this agreement without notice, in case that the BAS ceases to exist.

**7. Miscellaneous**

- 7.1. This Agreement cannot be modified except by written instrument duly signed by both parties hereto. This procedure may only be waived in writing.
- 7.2. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions shall not be affected thereby, and the invalid or unenforceable part, term or provision shall be replaced by a part, term or provision that comes closest to the intention of the invalid or unenforceable part, term or provision.
- 7.3. This Agreement shall be subject to and construed and interpreted in accordance with the Laws of the Federal Republic of Germany. Should it not be possible to settle amicably differences of opinion out of this Agreement, then the case shall be brought before the regular courts of law for a decision. Munich shall be the place of jurisdiction and fulfillment.

The entire Agreement is composed of the seven articles herein together with the Exhibits A and B and C thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by their duly authorized officers or representatives.

Munich, ..... Location, .....  
 .....  
 .....

(University)

Seen and approved:

Munich, .....

.....  
(Project leader)

## Exhibit A

The Licensed Language Resource concerned is: (Name of Database)

Description

**Name:** (Name of Database)  
**Author/Owner:** (Name, email, postal address, optionally secondary contacts)  
**Language(s):**  
**Number of speakers/interviewees:**  
**Number of recordings/interviews:**  
**Media format:** (e.g. MP4, WAV, OGG)  
**Total data volume (GBytes):**  
**Number of transcripts:** (must match or exceed number of recordings)  
**Transcript format** (e.g. DOCX, TXT, PDF)



## Exhibit B

The LRs as described in Exhibit A shall be sublicensed by the Licensee in CLARIN license model:

PUB / ACA / RES (select one)

Licensee shall charge a license fee in the maximum amount of

EUR	for a ELRA-non-member license for commercial use
EUR	for a ELRA-non-member license for non-commercial use
EUR	for a ELRA-member license for commercial use
EUR	for a ELRA-member license for non-commercial use

for each sublicensed copy of the LRs. All prices are plus value-added tax.

The royalties per distribution paid by the Licensee to the Licensor is ..... % of the license fee minus a broker fee (if any).

## Exhibit C

One-time deposit fee according to the total size of the LRs in GBytes (see Exhibit A)

The Licensee charges the Licensor a one-time deposit fee when the LRs have been ingested into the BAS repository and the conditions stated below apply. This fee is intended to cover the costs of maintaining the resource, securing via modern double backup procedures, updating media formats in case that the original media format is not widely used any longer, publishing metadata associated with the resource via OAI-PMH for a period of 20 years.

C 1. A resource up to a total size of 20GB is ingested and archived for free.

C 2. For a resource with a total size of more than 20GB and less than 1000GB the Licensee charges a one-time fee of €0,50 per GB (minus €10 for the first 20GB).

C 3. For resource data above 1000GB the Licensee charges a one-time fee of €0,30 per GB.

C 4. Additionally we charge + 20% university overhead + 19% German VAT (if applicable).

*Example: a resource with a total size of 1500GB will be charged at ingest with:*

$€0 (0-20GB) + €490 (20-1000GB) + €150 (1000-1500GB) = €640$

*(without overhead and VAT)*

ZZLRs has a total size of: see Exhibit A

The on-time deposit fee is therefore:

.....  
+ 20% university overhead .....  
+ 19% German VAT (if applicable) .....  
Total: .....