

American National Corpus Second Release - Open Portion

End User License

This End User License Agreement (the “Agreement”) is made on the <_____> day of <_____> in the year <_____> (the “Effective Date”) by and between the American National Corpus Consortium (the “ANCC”) and <_____> (the “Licensee”).

WHEREAS, the ANCC has obtained permission from a number of text providers (the “Text Providers”) to include in the Open Portion of the American National Corpus, samples of their texts listed in Appendix I to this Agreement (the “O-ANC Texts”), and

WHEREAS, the Licensee is the end user in the manner detailed herein of the O-ANC Texts where end user(s) may be academic researchers, researchers in commercial institutions or researchers in government agencies, and

WHEREAS, the Text Providers have empowered the ANCC under separate agreements to grant a non-exclusive license to the Licensee as detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. Definitions

- a. The O-ANC Texts is a collection of written texts and transcripts of speech held on computer and selected for use in language based education, research and development. Various individuals and organizations have arranged the O-ANC Texts in a consistent electronic form, and added various forms of annotation, the result being known as “the O-ANC Processed Material.”
- b. The O-ANC Processed Material is the collection of O-ANC Texts assembled into consistent electronic format and enhanced with various annotations, which constitutes **the Second Release of the American National Corpus**. The copyright to each segment comprising the O-ANC Texts is held by its author(s) or designee(s), as listed in Appendix I. The copyright to the O-ANC Processed Material is owned by the parties specified in copies of the O-ANC Processed Material.

2. Terms of the License Granted to Licensee

The ANCC hereby grants to the Licensee a non-exclusive, non-transferable, perpetual, worldwide license to use the O-ANC Processed Material according to the terms of this Agreement.

Mere aggregation of the O-ANC Processed Material or a portion thereof with other texts or works not listed in Appendix I shall not cause this Agreement to apply to those other texts or works. The aggregate work shall contain a notice specifying the inclusion of the O-ANC Processed Material and any and all appropriate copyright notices.

a. Reproduction and Distribution of Unmodified Versions

Licensee may reproduce and distribute, in whole or in part, the O-ANC Processed Material without modification, in any medium physical or electronic (the “Unmodified Reproduction”), provided that the terms of this Agreement are adhered to, and subject to the following conditions:

- i. The text of this Agreement must be displayed in human-readable form in the Unmodified Reproduction.
- ii. The Unmodified Reproduction must contain acknowledgement of the original author(s) and publisher(s), as specified in Appendix I, according to normal citation practices.
- iii. The name of the original author(s) may not be used to assert or imply endorsement of the Unmodified Reproduction or product in which the Unmodified Reproduction is contained without the original author’s (or authors’) permission.

b. Reproduction and Distribution of Transparently Modified Versions

A “transparent modification” is an excerption, change in format, typographical correction, annotation of linguistic structure or content, translation into other languages or other modification that does not change the semantic content of the O-ANC Texts. Licensee may distribute transparently modified versions of the O-ANC Processed Material (the “Transparently Modified Versions”), subject to the terms and conditions of this Agreement, including the following conditions:

- i. The text of this Agreement must be displayed in human-readable form in the Transparently Modified Versions.
- ii. The reproduction must contain acknowledgement of the original author(s) and publisher(s), as specified in Appendix I, according to normal citation practices.
- iii. The name of the original author(s) may not be used to assert or imply endorsement of the Transparently Modified Versions or product in which the Transparently Modified Version is contained without the original author’s (or authors’) permission.
- iv. The Transparently Modified Version must be labeled as such
- v. The person making the modifications and the date of modification must be identified.
- vi. The location of the original unmodified document must be identified.

c. Reproduction and Distribution of Substantially Modified Versions

A “substantive modification” is a change to the semantic content of the O-ANC Texts. The Licensee may not distribute or reproduce substantively modified versions of the O-ANC Processed Material without the

prior written permission of the copyright holders.

3. Requirement to Exercise Professional Care

The Licensee shall at all times exercise professional care and judgment to avoid violation of this Agreement and shall inter alia:

- a. take all such other steps necessary to protect the intellectual property rights of the ANCC and/or the Text Providers, and
- b. if the research project becomes inactive (for example, if a researcher changes employment or takes a sabbatical leave), erase or delete the O-ANC Processed Material from active computer files or otherwise protect the O-ANC Processed Material until such time as the project becomes active again.

4. Indemnity

Licensee shall defend at its expense, indemnify and hold the ANCC, its members and/or Text Providers and each of its and their trustees, officers, directors, agents, employees, successors and assigns harmless from and against any and all claims, lawsuits, losses, costs, damages, expenses and liability, including attorneys' fees and costs, relating to or arising out of any use of the OANC Processed Material by Licensee, or any breach by the Licensee of this Agreement. ANCC has the right to review any counsel selected by Licensee to defend ANCC and the terms and conditions of any settlement affecting ANCC. In addition, ANCC may participate in the defense by counsel of its own choosing, at ANCC's expense, without affecting Licensee's obligations under this paragraph. At Licensee's sole expense and when reasonably requested by Licensee,

ANCC shall furnish Licensee with relevant evidence in ANCC's control and shall otherwise cooperate in the defense of the claim.

5. Limitation of Liability

a. THE O-ANC PROCESSED MATERIAL IS LICENSED AND PROVIDED "AS IS". THE ANCC EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THAT ANY SOFTWARE SUPPLIED WITH THE OANC PROCESSED MATERIAL IS UNINTERRUPTED OR ERROR-FREE.

b. IN NO EVENT SHALL THE ANCC, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF DATA OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, ANCC HEREBY DISCLAIMS ALL LIABILITY FOR CLAIMS ARISING FROM NEGLIGENCE, INCLUDING SUCH CLAIMS RESULTING FROM THE ACTIONS OF THE ANCC'S

MEMBERS AND ANY OF THEIR TRUSTEES, EMPLOYEES, AGENTS, CONSULTANTS, DISTRIBUTORS OR SUB-CONTRACTORS.

c. Should ANCC be held responsible or liable for any damages whatsoever, the ANCC's maximum aggregate liability shall be limited to \$300 USD. The foregoing shall be ANCC's sole liability and Licensee's sole remedy.

6. Rights Reserved

All rights in and to the O-ANC Processed Material, including copyright, which are not granted to the Licensee in this Agreement, are retained by ANCC, its members and the Text Providers.

7. Term; Termination

- a. This Agreement shall commence on the Effective Date and shall continue until terminated with this Section.
- b. The ANCC may terminate the Agreement if the Licensee fails to pay the fees specified in Section 3 within thirty (30) days of the due date or if the Licensee commits any material breach of this Agreement.
- c. This Agreement shall automatically terminate if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Licensee's assets.
- d. Upon termination the Licensee shall erase, or otherwise destroy, all full and partial copies of the O-ANC Processed Material. A duly authorized officer of the Licensee shall promptly verify in writing to the ANCC that the Licensee has complied with this obligation.

9. Additional Provisions

- a. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions. Licensee hereby submits to the exclusive jurisdiction of and venue in any state or federal courts located within the Eastern District of Pennsylvania with respect to any and all disputes concerning the subject of this Agreement.
- b. Severability. If any provision of this Agreement is found to be void, invalid or unenforceable in any jurisdiction, for any reason, then the remaining provisions hereof shall not be affected thereby.
- c. Entire Agreement. This Agreement and the appendices attached hereto embody the entire understanding between the parties relating to the subject matter hereof, and there are no terms or conditions hereof express or implied written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises or other communications, concerning or relating to the subject matter of this Agreement.
- d. Amendment; Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written

instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

e. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, in whole or in part, without the ANCC's prior written consent. For purposes of this Agreement an assignment shall include, but not be limited to, any change of ownership or control of Licensee, by merger, consolidation or the sale of all, or substantially all, of Licensee's assets.

IN WITNESS WHEREOF, the parties hereto have duly executed this End User License Agreement as of the day and year first above written.

LINGUISTIC DATA CONSORTIUM ACTING ON BEHALF OF THE AMERICAN NATIONAL CORPUS CONSORTIUM

Name: Chris Cieri

Title: Executive Director

LICENSEE

By: _____

Name: _____

Title: _____

Appendix I

1. Switchboard Data

Copyright (c) 1997-2002 Trustees of the University of Pennsylvania

2. Berlitz Travel Guides

Copyright (c) 2003 Langenscheidt Publishers

3. Slate Magazine

Copyright (c) 1996-2000 Microsoft Corporation

4. Oxford University Press book selections: Abernathy, A Stitch in Time; Berk, Awakening Children's Minds: How Parents and Teachers Can Make a Difference; Fletcher, Our Secret Constitution: How Lincoln Redefined American Democracy; Kauffman, Investigations; Rybczinski, The Look of Architecture

Copyright (c) 1999, 2001, 2003 Oxford University Press

5. Verbatim: The Language Quarterly

Copyright (c) 2003 Word, Inc.

6. ICIC Corpus of Fundraising Texts

Copyright (c) 2003 Indiana Center for Intercultural Communication.

7. Medical research articles (2000-2003)

Biomed Central Open Access License

8. Fiction

Copyright (c) 2004 Ferd Eggan

Contact ldc@ldc.upenn.edu

Last modified:

© 1996-2005 [Linguistic Data Consortium](#), [University of Pennsylvania](#). All Rights Reserved.

LDC User Agreement for Non-Members.

This User Agreement is provided by the Linguistic Data Consortium as a condition of accepting the databases named or described herein.

In the remainder of this document the term User refers to _____

(Individual name) of _____ (Affiliation),

and the term User's research group refers to: _____ (Specific department or area within company, if appropriate, or University, Institute or Company name).

This Agreement describes the terms between User/User's Research Group and Linguistic Data Consortium (LDC), in which User will receive material, as specified below, from LDC. The terms of this Agreement supercede any previous Membership Agreement for the corpora received in Exhibit A.

Under this agreement User will receive one or more CD-ROM discs, DVDs, electronic files or other media as appropriate, named below under "CORPORA RECEIVED" (Exhibit A), containing speech, video and/or text data. User agrees to use the material received under this agreement only for non-commercial linguistic education and research purposes. In the event that User's use of LDC Corpora results in the development of a commercial product, User must join the LDC as a Commercial Member and pay all applicable fees prior to release of said commercial product. Unless explicitly permitted herein, User shall have no right to copy, redistribute, transmit, publish or otherwise use the LDC Databases for any other purpose and User further agrees not to disclose, copy, or re-distribute the material to others outside of User's research group.

USER ACKNOWLEDGES AND AGREES THAT "CORPORA RECEIVED" ARE PROVIDED ON AN "AS-IS" BASIS AND THAT LDC, ITS HOST INSTITUTION THE UNIVERSITY OF PENNSYLVANIA, AND ITS DATA PROVIDERS AND CORPUS AUTHORS 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, ITS HOST INSTITUTION, DATA PROVIDORS OR CORPUS AUTHORS 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 THE CORPORA RECEIVED.

For _____ (User Affiliation)

Signature _____ Date _____

Name _____ Title _____

Page 1 of 2

For LDC

Chris Cieri, Executive Director

EXHIBIT A

CORPORA RECEIVED (Include Title and Catalog Number)

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Page 2 of 2