**AGREEMENT FOR ADDING OPEN LANGUAGE RESOURCES TO THE CLARIN SERVICE – DEPOSITION LICENSE AGREEMENT**

**1.  Parties**

CLARINO Bergen Centre - INESS,

Department of Linguistic, Literary and Aesthetic Studies, Faculty of Humanities,

University of Bergen, Norway.

CONTACT INFORMATION:

Contact person 1: Victoria Rosén, project leader of INESS, University of Bergen, Norway.

E-mail: iness@uib.no,

Contact person 2: Johan Myking, Head of Department at Department of Linguistic,

Literary and Aesthetic Studies, Faculty of Humanities, University of Bergen, Norway.

E-mail: post@lle.uib.no,

, throughout this Agreement “Copyright curator”, and

COPYRIGHT HOLDER CONTACT INFORMATION:

*Executive copyright holder* (on behalf of the project ParGram)

Miriam Butt, ParGram project leader (?), University of .., Country

E-mail:

, throughout this Agreement “Copyright holder”

**2.  Scope and Intention of the Agreement**

With this Agreement, the Parties regulate their rights and obligations concerning the use and distribution in the CLARIN Service of the Resource of the Copyright holder.

**3.  Definitions**

“Resource” means material owned by the Copyright holder as defined in this Agreement, including software, applications and/or databases.

“Specifications” are any functional, technical or content-related requirements on the Resource, as defined in Appendix 1 of this Agreement.

“Update” means making the content of the Resource up to date by, e.g., correcting, amending or substituting data with new content to adapt the Resource to the technical infrastructure.

“CLARIN” means all parties representing national consortia according to paragraph 6.2 in the Statutes of CLARIN ERIC, EC decision 2012/136/EU, including Clarin Bergen Centre representing CLARINO.

“Trusted Centre” means a CLARIN technical Service Provider which supports a reliable authentication and authorization interface such as an A or B level Centre specified in the CLARIN ERIC Technical and Scientific Description.

“CLARIN Service” means the distribution of Resources to users via Trusted Centres by CLARIN.

“End-User” means a user of the CLARIN Service.

**4.  Resource Subject to the Agreement and its Deposition**

4.1 Identification of the Resource

This Agreement applies to the Resource described and specified in Appendix 1.

4.2 The obligations of the Copyright holder

The Copyright holder is responsible for depositing the Resource in compliance with the Specifications.

**5.  Delivery and Approval of the Resource**

5.1 Delivery of the Resource

The Resource is delivered to the Copyright curator in the electronic form defined in the Specifications.

5.2 Verification and Approval of the Resource

After receiving the Resource, the Copyright curator validates the Resource within reasonable time and notifies the Copyright holder about the approval of the Resource for distribution. Should the Resource fail to comply with the Specifications, the Copyright curator either corrects the detected errors or requests a new version of the Resource from the Copyright holder.

5.3 Ownership

The ownership of the Resource remains with the original Copyright holder or holders. A copy of the Resource and the ownership of its physical carrier deposited by the Copyright holder are transferred to the Copyright curator at the time of delivery.

**6.  Maintenance and Updates**

The Copyright holder has the primary right to update and maintain the Resource. Should the Copyright curator and the Copyright holder fail to agree on the maintenance of the Resource, the Copyright curator has the right to update the Resource or employ a third party to maintain and update the Resource for technical purposes.

After the termination of the Agreement, the Copyright curator has the right to update the Resource or employ a third party within the scope of this license to maintain and update the Resource for technical purposes.

**7.  Intellectual Property Rights and Access Rights**

7.1 The intellectual property right and/or other rights governing the Resource subject to this Agreement belong to the Copyright holder or his licensors. Any third-party content of the Resource is identified in Appendix 2.

7.2 The Copyright holder makes the Resource available according to one or several of the licenses enclosed in Appendix 3 and identified below:

**The latest version of the Creative Commons BY.**

Additional rights to the Resource may be agreed separately in writing.

7.3 Information about the license is to be published in conjunction with the Resource in accordance with the terms of the license. A sample End-User license agreement is enclosed in Appendix 4.

If the Resource is made available by the Copyright holder with the Creative Commons ND condition, the following still holds: “The Resource can be modified for the personal use of the End-User or research group of the End-User, but such a modified Resource may not be distributed.”

If the Resource is made available with the Creative Commons NC condition, the following interpretation is made: “Government-funded or non-profit research projects, e.g. projects funded by The Research Council of Norway, are not regarded as gaining economic benefit even if a portion of the financing is contributed by companies.”

**8.  Compensation**

8.1 Compensation

For licensing the Resource, no compensation is paid to the Copyright holder.

8.2 Payment

The compensation shall be paid within thirty (30) days from the date of the invoice. The date of the invoice is the date of the acceptance by the Copyright curator of the Resource.

Payment overdue will be subject to an interest on overdue payments in accordance with the interest law.

**9.  End-User Rights**

The Copyright curator commits to informing the End-Users about the terms under which the Resource is licensed to the End-User and about the rights and obligations that follow from the End-User License Agreement.

**10.  Legal Obligations**

10.1 The Copyright holder shall be responsible for holding a copyright or a sufficient license and/or other rights based on intellectual property law to the Resource and that any use of the Resource for the purposes compliant with this Agreement does not in any form violate any third party copyright or any other rights based on intellectual property law or other incorporeal right.

10.2 The Copyright holder is held liable for all damages and costs he causes CLARIN or the Trusted Centres in the CLARIN Service by breaching any of the obligations in 10.1.

10.3 Should a third party present a justified claim that the Resource violates the obligations in 10.1., the Resource can be removed from the CLARIN Service.

**11.  Liability for Damages**

Each Party is liable for the damages it causes. The Copyright curator is also responsible for the damages caused by a Trusted Centre. The liability is limited to the direct costs and damages caused to the other Party. The liability limitation does not apply to damages caused by an intentional infringement or gross negligence.

**12.  Effectiveness, Termination and Legal Consequences of Termination**

12.1 This Agreement takes effect when signed by both Parties and remains in effect until the Parties have fulfilled all their obligations in the Agreement, unless the Agreement is terminated in advance in accordance with section 13 of this Agreement.

12.2 The following terms of the Agreement shall remain in effect after the termination of the Agreement:

Section 6. (Maintenance and updates)

Section 7. (Intellectual Property Rights and Access Rights)

Section 10. (Legal obligations)

Section 17. (Applicable law and settling disputes)

as well as all other terms of the Agreement that the Parties have indisputably intended to remain in effect in order to distribute the Resource subject to the Agreement.

**13.  Termination of the Agreement**

13.1 Both Parties have a right to terminate the Agreement with immediate effect upon written notice of termination in case the other party is in material breach of the Agreement and has failed to take corrective action within thirty (30) days after receiving written notice.

13.2 Effect of the Termination

Should the Agreement be terminated because of material breach of the Agreement by the Copyright holder, the Copyright curator has a right to continue to use the Resource as specified in this Agreement even after the termination.

Should the Agreement be terminated because of material breach of the Agreement by the Copyright curator, the Copyright curator must end all use of the Resource and return or delete the copies of the Resource in his possession.

**14.  Appendices of the Agreement**

14.1 The appendices of the Agreement are:

Appendix 1:  Description and Specifications of the Resource as well as its proper reference

Appendix 2:  Resources licensed by third parties

Appendix 3:  Open-source licenses selected in the agreement

Appendix 4:  Optional appendices, e.g., a sample End-User license agreement

14.2 Should the text in this Agreement and the text in the appendices be contradictory, the Agreement prevails. Should the Appendices in this Agreement be contradictory, the Appendices apply in the following order:

1. Appendix 1

2. Appendix 3

3. Appendix 2

**15.  Agreement and its Amendment and Severability**

15.1 This Agreement supersedes and terminates all previous agreements and understandings between the Parties, whether oral or written, with respect to the subject matter of the Agreement.

15.2 The Parties may amend this Agreement by mutual written agreement only. Other amendments are void. The amendments take effect when signed by both Parties.

15.3. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

**16.  Contact Persons, Notifications and Reports**

16.1 The contact person for the Copyright curator is found in section 1.

16.2 Notifications or reports by the Parties concerning this Agreement are considered valid when they have been made in writing or by email to the following addresses:

Copyright holder (see section 1)

Copyright curator (see section 1)

16.3 The Parties can change the Contact persons or Contact information defined in this Agreement by informing the other Party of the change.

**17.  Applicable Law and Settling of Disputes**

This Agreement shall be governed by the law of Norway.

Disputes concerning this Agreement will primarily be settled through mutual negotiations between the Parties. Should the Parties fail to find a solution through negotiation, the dispute shall be submitted to the district court in Bergen.

**18.  Copies of the Agreement**

This Agreement has been made in two identical copies, one for each Party.

**19.  Place, Date and Signatures**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2015

Copyright holder Copyright curator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1:  Description and Specifications of the Resource as well as its proper reference**

*@Sebastian, change as you think appropriate.*

*Resource name*: ParGram

*Description and Specifications:*

The ParGram collection consists of a set of test sentences which are fully annotated linguistically (morphologically and syntactically with LFG analyses).

<Specify if some things are ready by the time of this agreement, whereas new parts of it may be added in the future but should be subsumed by this agreement. Example: As of November 2015, the four first of these treebanks are integrated in INESS, the fifth may be added as soon as its annotations is ready: + list of the five treebanks.>

This Agreement concerns the distribution of these linguistic annotations in the INESS treebank (or an equivalent portal if INESS should be replaced in the future.)

*Distribution mode*

The Copyright holder allows INESS to distribute the ParGram collection via the (web) search interface of the INESS portal and also in downloadable form.

*Copyright holder of Resource:*

Example from another agreement: NAME 1 (project leader of PROJECT) and NAME 2 (head of the PROJECT board) sign the agreement on behalf of the project participants.

NAME 1 has collected signatures of approval from all the project members contributing to the syntactic annotation in Menotec: NAME 1, NAME 2, … NAME9. These signatures may be presented on demand by NAME 1.

**Appendix 2:  Resources licensed by third parties**

The following list presents, for each individual Treebank in the ParGram collection, who has signed on behalf of the developer(s) of that treebank.

Helge Dyvik, for the developer(s) of the Norwegian Treebank test suite. University of Bergen

<you can change this list as you like, but something like this>

**Appendix 3:  Open-source licenses selected in the agreement**

The latest version of the Creative Commons BY-NC-SA.

<https://creativecommons.org/licenses/by-nc-sa/4.0/>

**Appendix 4: Sample End-User license agreement**

<https://creativecommons.org/licenses/by-nc-sa/4.0/>