

LINGUISTIC RESOURCES LICENSE AGREEMENT

Between

Whose office is located at
Represented by
Hereinafter called "THE COMPANY"

On the one hand,

AND

THE UNIVERSITY PARIS DIDEROT – PARIS 7

Public scientific, cultural and professional establishment (Établissement public à caractère scientifique, culturel et professionnel),

Whose registered office is: 5 rue Thomas Mann- 75013 PARIS - FRANCE

Represented by its President, Prof. Christine Clerici

Hereinafter called "THE UNIVERSITY"

Acting both in his own name and in the name of and in behalf of the Formal Linguistic Laboratory (Laboratoire de Linguistique Formelle (LLF)), represented by Olivier Bonami

Hereinafter called "THE LABORATORY"

On the other hand,

Hereinafter called, each individually "THE PART" and together "THE PARTIES"

It is first set out that:

THE LABORATORY is engaged in research activities in the field of Linguistics. Within these research activities, THE LABORATORY has built, with a right to use, bought from the daily newspaper Le Monde, a language resource consisting of a corpus of approximately 700.000 words (20.000 sentences).

THE COMPANY specialises in language processing software development and release. As such, it is interested in THE LABORATORY's language resources. Indeed, THE COMPANY wishes to extract statistical data on the basis of these language resources in order to develop various software tools that will be embedded into commercial products.

To that effect, THE COMPANY asked THE UNIVERSITY to be granted a right to use this language resource.

GIVEN THOSE FACTS, THE PARTIES HAVE AGREED ON THE FOLLOWING:

ARTICLE 1: DEFINITIONS

1.1. "Laboratory's linguistic resources" means:

The language resources, subject-matter of this agreement, as defined in the appendix of this agreement.

1.2. "PRODUCTS" means:

Any software tool developed by THE COMPANY on the basis of THE LABORATORY's LINGUISTIC RESOURCES.

1.3. "FIELD OF THE AGREEMENT" means any field.

1.4. "AREA" means THE COMPANY's registered office and/or other research centres.

ARTICLE 2: NATURE AND EXTENT OF THE AGREEMENT

2.1. THE UNIVERSITY grants THE COMPANY, who accepts it, a non-exclusive right to use the LABORATORY's LINGUISTIC RESOURCES in the FIELD OF THE AGREEMENT and in the AREA.

2.2. This agreement includes the right, for THE COMPANY, to use the LABORATORY's LINGUISTIC RESOURCES within the scope of its in-house activities (such as in-house research and development), to derive PRODUCTS from the LABORATORY's LINGUISTIC RESOURCES for in-house research or technological development, and to distribute or commercialise these PRODUCTS, according to THE COMPANY's rules of commercialisation.

2.3. Without prejudice to the other provisions, the right to use granted by this agreement is personal, non-negotiable and non-transferable.

ARTICLE 3: REPRODUCTION AND/OR MODIFICATION RIGHTS

3.1. THE UNIVERSITY grants THE COMPANY the right to duplicate the LABORATORY's LINGUISTIC RESOURCES, provisionally or outrightly, to translate, adapt, organise and modify the LABORATORY's LINGUISTIC RESOURCES in whichever possible way if it is needed for realising the PRODUCTS.

3.2. THE UNIVERSITY grants THE COMPANY the right to re-process and increase the LABORATORY's LINGUISTIC RESOURCES, or parts necessary or desirable for research and development activities taking place at the registered office of THE COMPANY (as defined on the first page of this agreement) and to create derivate products for in-house research and development activities of THE COMPANY.

ARTICLE 4: PUBLIC DISTRIBUTION RIGHT

THE COMPANY cannot distribute to the public part or all of the LABORATORY's LINGUISTIC RESOURCES, under whichever form and by whichever means, without the UNIVERSITY's previous written authorisation.

ARTICLE 5: THE COMPANY'S DUTIES

5.1. THE COMPANY agrees formally to quote THE LABORATORY and the UNIVERSITY in publications that refer to the LABORATORY's LINGUISTIC RESOURCES.

5.2. THE COMPANY agrees formally not to use the UNIVERSITY or LABORATORY's name for promotion of the products or commercial services. THE COMPANY agrees to avoid any publication implying that the UNIVERSITY approves or endorses these products or services.

ARTICLE 6: PARTIES INDEPENDANCE

THE COMPANY and the UNIVERSITY are independent contracting parties. No item of this agreement implies any employer/employee nor association nor joint venture relationship between THE COMPANY and the UNIVERSITY.

ARTICLE 7: WARRANTY/LIABILITY

7.1. The right is granted with the sole warranty of the physical existence of the LABORATORY's LINGUISTIC RESOURCES.

7.2. THE COMPANY agrees to accept the LABORATORY's LINGUISTIC RESOURCES "as it is", that is with all remaining defects, and without any warranty that these resources be adequate for a given use. The LABORATORY will keep the COMPANY informed in case new versions of the LINGUISTIC RESSOURCES become available in the future.

7.3. THE COMPANY has no right to incur, presume or create, under any form, any warranty, responsibility or liability of any kind, explicit or implicit, in the name of or on the part of the UNIVERSITY. It remains understood that the PARTIES are independent contracting parties, each of them liable for its own actions.

ARTICLE 8: LIABILITIES

None of the PARTIES can be held accountable toward the other PART for damages that might occur as a result of the other PART not having performed its duties as prescribed by this agreement.

ARTICLE 9: COMPENSATION OF THE UNIVERSITY

9.1. In consideration of the right to use THE LABORATORY's LANGUAGE RESOURCES, THE COMPANY agrees to pay the UNIVERSITY a lump-sum of eight thousand Euros (8 000 €) on signing this agreement for parts 1 and 2 of the LABORATORY's LINGUISTIC RESOURCES.

9.2. The UNIVERSITY will send to THE COMPANY the corresponding invoice. The amount due to the UNIVERSITY shall be paid to Monsieur l'Agent Comptable de l'Université Paris 7, either with a cheque or a bank transfer, within 30 days of receiving the invoice sent by the UNIVERSITY.

Bank address:

Recette générale des finances de Paris, 94 rue Réaumur 75002 Paris, France

Bank code 10071

IBAN : FR76 1007 1750 0000 0010 0579 558,

BIC: TRPUFRP1

9.3. The COMPANY shall be responsible for payment of any and all legal taxes in effect at the maturity date.

ARTICLE 10: CANCELLATION

10.1. This agreement will be cancelled ipso jure in case of assignment, partial or complete, or liquidation by order of the court (or equivalent) of THE COMPANY pronounced by the court having jurisdiction, as well as in case of discontinuance of business, dissolution or amicable liquidation of THE COMPANY.

10.2. This agreement will be cancelled ipso jure by one of the PARTIES in case of the other part non performing one or more duties prescribed by its various clauses. This cancellation will be effective only three months after the sending by the aggrieved PARTY of a registered letter with recorded delivery formulating the reasons of the complaint, unless, within this period, the defaulting PARTY have performed its duties or have furnished proof of inability secondary to a force majeure case or act of God.

The exercise of this cancellation clause does not exonerate the defaulting PARTY from performing its duties until the date of effect of the cancellation and this without prejudice of damages possibly suffered by the aggrieved party in consequence of the premature cancellation of the agreement.

ARTICLE 11: DURATION

This agreement will come into force as of date of signature and is entered for a duration of 10 years unless extended by mutual agreement of the Parties in writing.

ARTICLE 12: LITIGATIONS

12.1. This agreement is governed by the French Law. The PARTIES will strive to solve amicably any dispute that might arise from interpreting or implementing the clauses of this agreement.

12.2. In the absence of agreement between the PARTIES within two months, they will elect an expert acting as the professional representative of common interest whose task will be to make proposals for settling the eventual disputes.

In the absence of agreement on the election of the expert, he will be designated by the Court of first instance (Tribunal de Grande Instance) of Paris upon request of the PARTY who first takes action.

12.3. In case of ongoing dispute, only the courts of Paris will have jurisdiction.

Written in Paris, in 2 original copies on.

On behalf of THE COMPANY
XXX
President
Date :

On behalf of THE UNIVERSITY
Mrs Christine Clerici
President
Date :

Anne ABEILLE
Scientific Head
Date :

APPENDIX

Description of the language resources, subject-matter of this agreement

The LANGUAGE RESOURCES include two parts; with a documentation in French (three annotation guides):

1st part.

Corpus of approximately 21 550 sentences (664 533 tokens) (random extracts from the daily newspaper Le Monde between 1990 and 1993) annotated as follows:

1. Desambiguated morpho-syntactic tags
2. Lemmas
3. Inflection: gender, number, tense, mood, etc
4. Compound words
5. Boundaries of major constituents with Syntactic tags
6. Grammatical functions linked for major (verb dependent) constituents
7. Everything automatically annotated and manually proofread.

- 2nd part.

Same Corpus with article boundaries and some metadata (date, authors, domain) in TEI format.