MED10 Evaluation License Agreement

In the remainder of this document the term **User** refers to:

_______________________________________ (Individual name)

and the term **User’s Research Group** refers to:

_______________________________________ (University, Institute or Company name)

_______________________________________ (Specific department, area, organizational unit)

_______________________________________ (Geographic site where material will be used)

**User** agrees on behalf of **User’s Research Group**, to receive media (CD-ROM, DVD, hard drive, web download, etc.), named below under "Corpora and/or Data Received," containing video, speech and/or text data from the Linguistic Data Consortium (LDC). **User** agrees to use the material received under this agreement (the “Data”) only for purposes of the MED10 evaluation and research toward improved TRECVID/MED performance at the geographic site indicated above. **User** and **User’s Research Group** may include limited excerpts from the Data in articles, reports and other documents describing the results of work performed in the MED10 evaluation and of research toward improved TRECVID/MED performance. **User** further agrees not to otherwise publish, retransmit, disclose, display, copy, reproduce or redistribute the Data to others outside of **User’s Research Group**.

This license is valid until **March 1, 2011** only, at which time **User** agrees to delete the Data and any files and software derived from it from any computer or media onto which it has been copied and to return any media to LDC. Notwithstanding the foregoing, **User** may keep the Data if (1) there is a follow-on NIST evaluation and **User** has signed an agreement on behalf of **User’s research group** to participate in that evaluation; (2) **User** executes on behalf of **User’s research group** a subsequent LDC license that covers the Data; or (3) LDC extends the return date for the Data.

Furthermore, **User** agrees to delete the Data and any files and software derived from it from any computer or media onto which it has been copied and to return any media to LDC not later than **November 1, 2010** if **User** does not participate in the MED10 evaluation.

LDC reserves the right to withdraw all or part of the Data at any time during the course of this agreement. If notified by LDC that all or part of the Data is withdrawn, **User** will immediately delete the specified data from any computer or media onto which it has been copied.

**User** designates _______________________ as the data contact person under this agreement. The data contact person shall receive all material distributed by the LDC under this agreement. The data contact person is responsible for distributing such material to **User’s Research Group**.

**User** shall send a signed copy of this agreement by facsimile to the LDC, Attention: Ilya Ahtaridis, fax number (+1) 215-573-2175. Alternatively, **User** shall e-mail an electronic version of the signed agreement to the LDC at ldc@ldc.upenn.edu.
All Data is provided “as is” and neither the Linguistic Data Consortium nor the University of Pennsylvania warrant the accuracy, completeness, currentness, merchantability or fitness for a particular purpose of the Data. In no event will the Linguistic Data Consortium or the University of Pennsylvania be liable for any loss or injury caused in whole or in part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, editing, writing, reporting or delivering the Data, or for any errors, omissions or inaccuracies in the Data, regardless of how caused. In no event will the Linguistic Data Consortium or the University of Pennsylvania be liable to User, User’s Research Group, or to any other individual or organization for any decision made or action taken in reliance upon any part of the Data or for any consequential, direct, special or similar damages, even if advised of the possibility of such damages.

Corpora and/or Data Received

Organization: __________________________________________________

Name: ________________________________________________________

Mailing address: _____________________________________________

Phone: ______________________________________________________

Fax: _________________________________________________________

Email: ______________________________________________________

Signature: ____________________________________________________

Date: _________________________________________________________

For LDC:

Christopher Cieri
Executive Director