

MED12 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 MED12 evaluation and research toward improved 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 MED12 evaluation and of research toward improved 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**.

User further agrees the Data will not be used to develop technologies that identify or provide individual Personally Identifiable Information as defined by OMB Memorandum M-07-16 (in Note 1¹) or the identity of groups.

This license is valid until **March 1, 2013** 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 11, 2012** if **User** does not participate in the MED12 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 If notified by LDC that all or part of the Data is withdrawn, **User** will immediately delete the specified data from any computer or media onto which it has been copied.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**.

¹ <http://www.whitehouse.gov/omb/memoranda/fy2007/m07-16.pdf>

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