



# User License for CLEF Participants

## D2.2.1

---

*Deliverable Type: Report*  
*Number: D2.2.1*  
*Nature: Public*  
*Contractual Date of Delivery: T0+3*  
*Actual Date of Delivery: T0+4*  
*Task: Work Package 2.2*

*Name of responsible: Khalid Choukri*  
*Author: Khalid Choukri*

*Contact info: 55/57 rue Brillat Savarin*  
*75013 Paris*  
*Tél : 01 43 13 33 33*  
*Fax : 01 43 13 33 30*  
*e-mail : choukri@elda.fr*

### **Abstract:**

This document describes the legal agreements to be used within the CLEF project for access to and use of the data collections. Two sets of agreements will be stipulated (i) between the CLEF consortium and participants in the CLEF campaigns, and (ii) between the CLEF consortium and the data providers.

The agreements are drafted and will be concluded by ELDA (European Language Resources Distribution Agency) on behalf of the consortium.

### **Keyword List:**

Legal Agreements, End-Users, Data Owners & Providers, Language Resources

**Document Evolution**

<b>Version</b>	<b>Date</b>	<b>Status</b>	<b>Notes</b>
1.0	19 December 01	Draft	Internal
1.1	15 January 02	Draft	Internal; change the wordings for the compensation issue

**Table of Contents**

**1 EXECUTIVE SUMMARY..... 3**

**2 INTRODUCTION..... 3**

**3 GENERAL FRAMEWORK OF THE CONTRACT..... 5**

    3.1 CONTRACT WITH PROVIDERS..... 5

    3.2 CONTRACT WITH USERS ..... 5

**4 THE AGREEMENTS (NEW VERSIONS) ..... 6**

    4.1 RELATIONSHIP WITH PROVIDERS: ..... 6

    4.2 RELATIONSHIP WITH USERS:..... 7

**5 ANNEXES..... 8**

    5.1 EXISTING CONTRACTS AS USED IN THE CLEF 2000 AND CLEF 2001 EVALUATION CAMPAIGNS..... 8

        5.1.1 Individual Application: ..... 8

        5.1.2 Organisation Application..... 10

    5.2 AGREEMENT CONCERNING DISSEMINATION OF CLEF 2001 RESULTS..... 13

**6 PROPOSAL FOR A CLEF AGREEMENT WITH PROVIDERS ..... 15**

**7 PROPOSAL FOR A CLEF USER AGREEMENT ..... 19**

*"The information in this document is provided as is and no guarantee or warranty is given that the information is fit for any particular purpose. The user thereof uses the information at its sole risk and liability."*

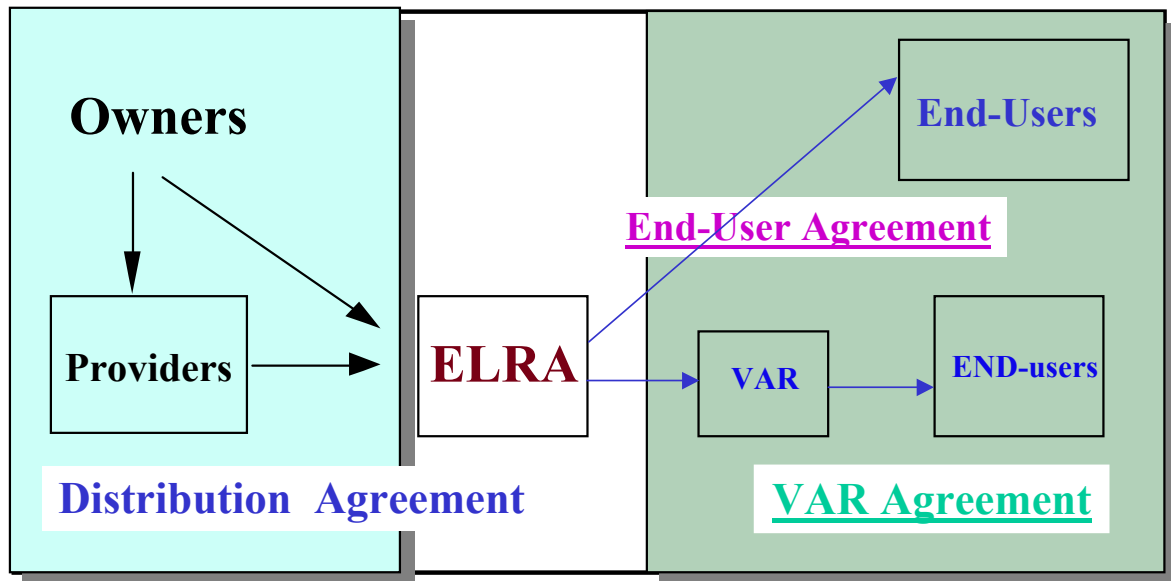
## **1 Executive Summary**

This document describes the legal agreements that will be used within the CLEF Campaigns, starting on 2002, for provision of the European data collections. The right to grant access to the Los Angeles newspaper collection continues to be held by the National Institute of Standards and Technology. It also describe some basic principles that led to these contracts. The licences are the ones that we will use to enter into agreement with the data providers and with the data users. Agreements used in the previous campaign is also part of this document.

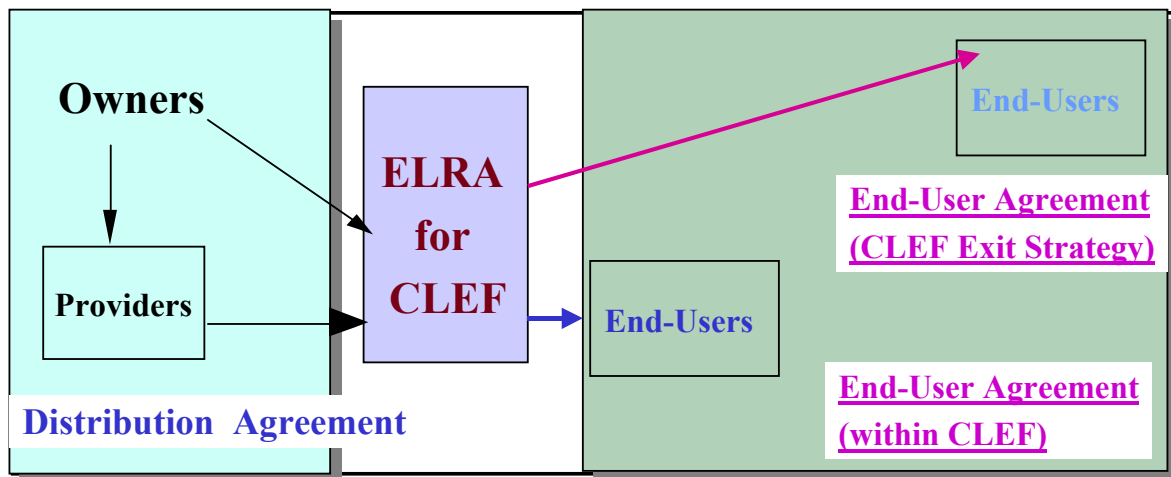
## **2 Introduction**

Using and distributing Language Resources (LRs) is a new activity, now being included within the evaluation frameworks. ELRA (European Language Resources Association) has considerable experience in the field and would like to work for CLEF within an equitable and balanced framework to simplify the relationship between producers/providers and users of LRs and to anticipate the requirements implied by the distribution of the evaluation package to come out of the project. This evaluation package is here referred to as the test-suite and our goal is to widely distribute this test-suite after the completion of the project through a useful procedure (namely our Exit Strategy). To do this, we need to develop appropriate contracts with the data providers both for the construction of these test-suites and also for the provision of the data to the participants in the evaluation campaigns.

To minimize variations in agreements and to keep things simple, these contracts are based on the following model normally used by ELRA in the course of its business:



For the specific needs of CLEF we would adapt this model as follows:



This model takes the interest of both parties (producers and users), into account, in keeping with ELRA's role as a neutral, non-profit organisation, dedicated to promoting the language engineering field in Europe.

Contracts will have to be drawn up between legal organizations and not informal consortia or individuals. It is the decision of the consortium that the agreement should be stipulated between ELRA and the resource provider and/or ELRA and the resource user. The contracts described in this deliverable should be regarded as guidelines for drafting specific agreements where necessary.

### **3 General Framework of the Contract**

#### **3.1 Contract with Providers**

The general framework, i.e. the preamble of the agreement, describes the CLEF project and its aims and also its planned exit strategy. This should prevent any subsequent differences of opinion about the use of the data. It is important for us and useful for the research community to envisage a large distribution of data for all areas of Human Language Technologies and not only evaluation purposes.

Contracts between ELRA and the LR provider grant distribution licenses by the provider to ELRA to cover the framework set up by CLEF. In particular the provider agrees to supply the LRs (and to receive payment, royalties or other compensation in return when necessary) and allow CLEF (and later on ELRA) to publicize the existence and availability of the LRs and to undertake any necessary work to make the data fit with the objectives and the purposes of the project and its follow-ups. As for all agreements, this one should have a starting date, an initial duration, and renew periods. We suggest to negotiate on the basis of 5 years, automatically renewed by tacit agreement for a further period of two years.

Agreement are construed and interpreted in accordance with a given law. We suggest to use the Law of France (after attempts to settle amicably differences of interpretation).

#### **3.2 Contract with Users**

The contract between ELRA and the Users grants the latter a non-exclusive, non transferable right to use, rework and build on the LRs for the purposes implied by its participation in CLEF and/or for evaluation purposes as defined by CLEF, within the User's institution. To this extent, and only this extent, the User is allowed to create derivative works or software for his/her own internal research and development activities from the LRs or any component of them.

The agreements make no provision for the User to acquire any ownership, rights, title, or interest in the LRs. The User acknowledges the right of the Provider in the LRs and related materials including support documentation, and will not infringe them in any way.

ELRA states that in all cases the User shall not copy or redistribute the LRs. Any use of the LRs by an affiliate, subsidiary, or other entity outside the User's place of business must be negotiated.

The site of use has to be clearly stated on the Agreement signed with the User and specifically in an Exhibit and may only be changed afterwards with the approval of the organizers to keep trace of the actual sites of use.

LRs are provided on an "as is with all defects" basis. CLEF (through ELRA) and the Provider make no representation or warranties of any kind, either expressed or implied. In particular, all warranties for merchantability and/or fitness for a particular purpose are expressly excluded, even if the data is suitable for evaluation purposes.

The request to have all employees involved in the project is not legally valid. The employees actions are already covered by the contract signed by their organization. It may be wise to request for a list of employees (and their records) within the users licence.

The specific clauses related to CLEF are:

- Signature of the present agreement means intention to participate in the CLEF system evaluation activity for the tasks stated in an exhibit.
- Guidelines constraining the dissemination and publication of CLEF evaluation results are part of the agreement.

A final article states that this Agreement is construed and interpreted in accordance with the Law of France and that the publication guidelines are of paramount importance and any misuse will be considered as a infringement of the Agreement Concerning Dissemination of CLEF Results

As indicated above, it is important to ensure that the dissemination of the data is well defined within the user agreement. We do not suggest to have a separate agreement but only one in which all the issues are addressed.

## **4 The Agreements (new versions)**

We should like to propose the following changes to the data agreement used in the CLEF 2000 and 2001 evaluation campaigns:.

### **4.1 Relationship with Providers:**

- 1) To stipulate a formal agreement with the data providers and, for this purpose, to adapt one of the contracts of ELRA as illustrated below.
- 2) To localize this contract into the different languages if necessary (in case the local partner prefers to handle this issue directly and through ELRA).

## **4.2 Relationship with Users:**

We have adapted an existing agreement for the use of Language Resources distributed by ELDA to the objectives of CLEF as indicated below.

## 5 ANNEXES

### 5.1 Existing contracts as used in the CLEF 2000 and CLEF 2001 Evaluation Campaigns

Within the previous campaigns, we had two different contracts :

- 1) Individual Application to use the CLEF Cross-Language Information Retrieval Text Research Collections for Dutch, French, German, Italian, Spanish, and GIRT Database.
- 2) Organisation Application to use the CLEF Cross-Language Information Retrieval Text Research Collections for Dutch, French, German, Italian, Spanish, and the GIRT database

The individual application was signed and held by the organizations of the participating groups for each member that had access to the data. The organization application was submitted to and held by CLEF.

#### 5.1.1 Individual Application:

*Individual Application to use the CLEF Cross-Language Information Retrieval Text Research Collections for Dutch, French, German, Italian, Spanish, and GIRT Database*

*I, \_\_\_\_\_, a person engaging in research and development of natural-language-processing, information-retrieval or document-understanding systems, and a member of, consultant to, or person providing service to the following organisation:*

*Organisation:* \_\_\_\_\_

\_\_\_\_\_

*Official mail address:* \_\_\_\_\_

\_\_\_\_\_

*Telephone:* \_\_\_\_\_

*Facsimile:* \_\_\_\_\_

*Electronic mail:* \_\_\_\_\_

*apply to use the CLEF Cross-Language Information Retrieval Test Research Collection and specifically the*

*Dutch:* \_\_\_\_\_

*French:* \_\_\_\_\_

*German:* \_\_\_\_\_

*Italian:* \_\_\_\_\_

*Spanish* \_\_\_\_\_

*GIRT dataset* \_\_\_\_\_



## CLEF User License

*(clearly mark the data set(s) you intend to use), from now on referred to as the information.*

*I understand that authorisation to use the above specified information indicates my intention to participate in the CLEF system evaluation activity for*

*multilingual \_\_\_\_\_*

*bilingual \_\_\_\_\_*

*monolingual \_\_\_\_\_*

*domain-specific system testing \_\_\_\_\_*

*(clearly mark which task(s) you intend to perform)*

*and this participation is subject to the following understandings, terms and conditions. These understandings, terms and conditions apply equally to all or part of the information.*

### *Permitted Uses*

*The information may only be used for research and development of natural-language-processing, information-retrieval or document- understanding systems.*

*Summaries, analyses and interpretations of the linguistic properties of the information may be derived and published, provided it is not possible to reconstruct the information from these summaries.*

*Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe on the rights of any third party including, but limited to, the authors and publishers of the excerpts.*

### *Access to the Information by Individuals*

*Access to the information by an individual person is to be controlled by that person's organisation. The organisation may only grant access to people working under its control, i.e., its own members, consultants to the organisation, or individuals providing service to the organisation.*

*Individuals may be allowed access to the information only after completion and submission of this form. The access is to be terminated when the conditions of the application no longer apply. The organisation will retain the applications of all persons ever granted access to the information and make them available upon request to any of the copyright holders and to the institution or agency holding this completed application.*

*The organisation will maintain and post a list of people with current and recently-terminated access to the information.*

*An individual with access may only display the information to or share the information with persons whom his organisation lists as having access to the information.*

### *Copyright*

*The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the information.*

*Except as specifically permitted above and as necessary to use and maintain the integrity of the information on computers used by the organisation, the display, reproduction, transmission, distribution or publication of the information is prohibited. Violations of the copyright restrictions on the information may result in legal liability.*

*Copyright holders of the information contained in the CLEF Cross- Language Information Retrieval Text Research Collection include:*

*French dataset: Le Monde 1994 - Copyright LE MONDE S.A., distribution rights ELDA (European Language Resources Distribution Agency).*

*German dataset: Frankfurter Rundschau, 1994-1995 - Druck- und Verlagshaus Frankfurt am Main, Frankfurt am Main (Germany);*

*Der Spiegel, 1994-1995 - SPIEGEL Verlag, Hamburg (Germany).*

*Italian dataset: La Stampa 1994 - Copyright La Stampa, distribution rights Hypersystems Srl, Torino.*

## CLEF User License

*Spanish dataset: Spanish news agency data - Copyright Agencia EFE S.A.*

*Dutch dataset: NRC Handelsblad - 1994, 1995; Algemeen Dagblad - 1994, 1995 - Copyright PCM Landelijke dagbladen/Het Parool.*

*GIRT database: InformationsZentrum Sozialwissenschaften, Bonn (Germany).*

*SDA collection: French, German, Italian Swiss news agency data - Copyright Schweizerische Depeschagentur, Switzerland.*

*By the Individual:*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Name (please print):* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Accepted by the organisation:*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Name (please print):* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Institution/Agency:* \_\_\_\_\_

\_\_\_\_\_

*Please print, complete, and send this form to your organization's contact person:*

### 5.1.2 Organisation Application

*Organisation Application to use the CLEF Cross-Language Information Retrieval Text Research Collections for Dutch, French, German, Italian, Spanish, and the GIRT database*

## CLEF User License

The \_\_\_\_\_, an organisation of approximately \_\_\_\_\_ people engaging in research and development of natural-language-processing, information-retrieval or document-understanding systems, which is a part of

Corporation/Partnership/Legal Entity: \_\_\_\_\_

Official mail address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

applies to use the CLEF Cross-Language Information Retrieval Test Research Collection and specifically the

Dutch: \_\_\_\_\_

French: \_\_\_\_\_

German: \_\_\_\_\_

Italian: \_\_\_\_\_

Spanish: \_\_\_\_\_

GIRT dataset: \_\_\_\_\_

(clearly mark the data set(s) you intend to use), from now on referred to as the information.

We understand that authorisation to use the above specified information indicates our intention to participate in the CLEF system evaluation activity for

multilingual \_\_\_\_\_

bilingual: x -> English \_\_\_\_\_; x -> Dutch \_\_\_\_\_ (indicate which)

monolingual \_\_\_\_\_ (indicate which language(s))

domain-specific system testing \_\_\_\_\_

(clearly mark which task(s) you intend to perform)

and this participation is subject to the following understandings, terms and conditions. These understandings, terms and conditions apply equally to all or part of the information.

### Permitted Uses

The information may only be used for research and development of natural-language-processing, information-retrieval or document-understanding systems.

Summaries, analyses and interpretations of the linguistic properties of the information may be derived and published, provided it is not possible to reconstruct the information from these summaries.

Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe on the rights of any third party including, but limited to, the authors and publishers of the excerpts.

### Access to the Information by Individuals

Access to the information by an individual person is to be controlled by that person's organisation. The organisation may only grant access to people working under its control, i.e., its own members, consultants to the organisation, or individuals providing service to the organisation.

## CLEF User License

*Individuals may be allowed access to the information only after completion and submission of the Individual Application form. The access is to be terminated when the conditions of the application no longer apply. The organisation will retain the applications of all persons ever granted access to the information and make them available upon request to any of the copyright holders and to the institution or agency holding this completed application.*

*The organisation will maintain and post a list of people with current and recently-terminated access to the information.*

*An individual with access may only display the information to or share the information with persons whom his organisation lists as having access to the information.*

### *Copyright*

*The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the information.*

*Except as specifically permitted above and as necessary to use and maintain the integrity of the information on computers used by the organisation, the display, reproduction, transmission, distribution or publication of the information is prohibited. Violations of the copyright restrictions on the information may result in legal liability.*

*Copyright holders of the information contained in the CLEF Cross- Language Information Retrieval Text Research Collection include:*

*French dataset: Le Monde 1994 - Copyright LE MONDE S.A. distribution rights ELDA (European Language Resources Distribution Agency).*

*German dataset: Frankfurter Rundschau, 1994-1995 - Druck- und Verlagshaus Frankfurt am Main, Frankfurt am Main (Germany);*

*Der Spiegel, 1994-1995 - SPIEGEL Verlag, Hamburg (Germany).*

*Italian dataset: La Stampa 1994 - Copyright La Stampa, distribution rights Hypersystems Srl, Torino.*

*Spanish dataset: Spanish news agency data - Copyright Agencia EFE S.A.*

*Dutch dataset: NRC Handelsblad - 1994, 1995; Algemeen Dagblad - 1994, 1995 - Copyright PCM Landelijke dagbladen/Het Parool.*

*GIRT database: InformationsZentrum Sozialwissenschaften, Bonn (Germany).*

*SDA collection: French, German, Italian Swiss news agency data - Copyright Schweizerische Depeschagentur, Switzerland.*

*By the Organisation:*

*Signature: \_\_\_\_\_*

*Date: \_\_\_\_\_*

*Name (please print): \_\_\_\_\_*

*Title: \_\_\_\_\_*

*Accepted by CLEF:*

*Signature: \_\_\_\_\_*

## CLEF User License

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Please send forms by express post to the address below:

Carol Peters - CLEF Coordinator

IEI-CNR

Area della Ricerca di San Cataldo

56100 Pisa, Italy

Fax: +39 050 315 2810

## 5.2 Agreement Concerning Dissemination of CLEF 2001 Results

For the CLEF 2000 and 2001 campaigns, CLEF also required participating groups to sign and submit the following agreement governing the dissemination of results obtained in the evaluation campaign:

*The annual Cross-Language Evaluation Forum (CLEF) is an event in which organisations with an interest in cross-language information retrieval take part in a coordinated series of experiments using the same experimental data and queries. The results of these individual experiments are then presented at a workshop where tentative comparisons may be made. In order to preserve the desired, pre-competitive nature of these conferences, the organisers have developed a set of guidelines constraining the dissemination and publication of CLEF evaluation results. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the conference or its participants and could discourage participation in future conferences. The guidelines apply to all CLEF participants, regardless of the type of organisation or institution involved.*

*A signed agreement is required of each organisation participating in the CLEF evaluations. Any organisation that is found to have violated the terms or spirit of the agreement may be denied participation in future CLEFs.*

### GUIDELINES:

*SCIENTIFIC OR TECHNICAL PUBLICATIONS: Scientific or technical publications, including newsletters from universities or research laboratories, should adhere to community standards for fairness and objectivity and should accurately and clearly state the limitations of the testing conditions and other factors which might influence scores. The experimental nature of the tasks, data and evaluation procedures should also be stated. The full conference proceedings should always be referenced.*

*ADVERTISEMENTS: No advertisements using the CLEF evaluation results can be placed in magazines, journals, newspapers, or other publications.*

## CLEF User License

*PRESS RELEASES: Press releases about CLEF results to organisations with national/international coverage are also prohibited.*

*MARKETING LITERATURE, LOCAL NEWSLETTERS: Although it is recognised that extensive evaluation discussions are not appropriate in this type of literature, it is expected that any claims made on the basis of evaluation results are accurate, that the evaluation measures used to substantiate these claims are stated, and that a reference is made to the full conference proceedings. Where promotional material is subject to prepublication revision by the media, the author should make every effort to see that the revision does not cause a violation of the guidelines.*

*CROSS-SYSTEM COMPARISONS: Cross-system comparisons may not be made with other named teams for individual tests, and may only be made when they are supported by accepted methods of statistical significance testing. Comparisons must be accompanied by the results of those tests and should reference the publication of those tests in the conference proceedings or related literature. Informal, qualitative comparisons with recognised baselines or benchmarks, and with general levels or trends in performance, must be clearly stated to be such and thus open to statistical reassessment.*

*PUBLICATION WITH CLEF REFERENCES: A copy of any publication that quotes or contains references to the CLEF evaluation results must be provided to the CLEF coordinator.*

*ENDORSEMENT (Please type):*

I, \_\_\_\_\_

*(name), acting on behalf of*

\_\_\_\_\_ *(organisation), acknowledge my understanding of the above guidelines and accept this agreement. As a condition of our participation in the CLEF evaluation, my organisation and its employees and representatives agree to abide by these guidelines. I am qualified to make this commitment.*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## 6 PROPOSAL FOR A CLEF AGREEMENT WITH PROVIDERS

# LANGUAGE RESOURCES DISTRIBUTION AGREEMENT

**BETWEEN**

**<PROVIDER>**

**and**

**ELDA**

**(European Language Resources Distribution Agency)**

**This AGREEMENT is made by and between:**

**"Provider"**, (hereinafter called **PROVIDER**), having its principal place of business at

AND

**ELDA**, (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at:55-57 rue Brillat Savarin - 75013 Paris, FRANCE

registered at the Tribunal de commerce de Paris : RCS Paris B 402 781 876 (95b147 95)

### **Terms and conditions**

#### Preamble:

The objective of the Cross-Language Evaluation Forum (CLEF) is to support global digital library applications by (i) developing an infrastructure for the testing, tuning and evaluation of information retrieval systems operating on different languages in both monolingual and cross-language contexts, and (ii) creating test-suites of reusable data which can be employed by system developers for benchmarking purposes. Through the organisation of system evaluation campaigns, the aim is to create a community of researchers and developers studying the same problems and to facilitate future collaborative initiatives between groups with similar interests. The final goal is to assist and stimulate the development of European cross-language retrieval systems in order to guarantee their competitiveness on the global marketplace.

## CLEF User License

The CLEF work schedule is planned in three stages: creation of the evaluation framework; organisation of two successive annual evaluation campaigns; formulation of exploitation and exit plans including recommendations for future evaluation actions. A technical infrastructure will be implemented supporting: an evaluation protocol and metrics; a testbed of multilingual training and testing data; rules to create multiple language sets of queries; procedures to assess the runs submitted by participating systems; procedures to generate precision and recall measures and produce comparable results; a discussion forum. The core set of languages in the multilingual collection will be English, French, German, Italian and Spanish; criteria will be defined for the addition of other European languages during the project lifetime. As an extra outcome of the project, there will be reusable electronic resources in the form of test-suites that can be used by system developers for future benchmarking activities.

The provider wishes to contribute to the success of the projects and its follow up through the supply of (copyrighted) Language Resources to be used for the evaluation purposes.

1. PROVIDER certifies that he is the rightful holder of the **Languages Resources** described in Exhibit A.
2. PROVIDER grants DISTRIBUTOR, who accepts, the non-exclusive right to distribute the **Language Resources** described in Exhibit A. "Distribution" shall mean that PROVIDER enables DISTRIBUTOR to market the **Language Resources** according to DISTRIBUTOR's marketing, distribution and commercialization policies. (we can be more specific/restrictive and just mention evaluation purposes, depending on the requirements of the single data provider)
3. PROVIDER authorizes DISTRIBUTOR to grant USER Licenses for the use of the **Language Resources** to any legal entity. DISTRIBUTOR shall impose the relevant obligations of this AGREEMENT on such entity.
4. The **Language Resources** may be duplicated by DISTRIBUTOR as indicated in Exhibit B. DISTRIBUTOR is also authorized to reproduce the **Language Resources**, as well as the accompanying DOCUMENTATION and MANUAL for the purposes of distribution only. Any modification to Language Resources and Documentation not required by the distribution (in particular for CLEF purposes) shall be made by DISTRIBUTOR only in agreement with PROVIDER.
5. DISTRIBUTOR agrees to pay PROVIDER a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C.
6. DISTRIBUTOR shall give appropriate references to PROVIDER in scholarly literature when the **Language Resources** are mentioned. DISTRIBUTOR shall not use the name of PROVIDER in any publication in any manner that would imply an endorsement of DISTRIBUTOR or any product or service offered by DISTRIBUTOR.
7. PROVIDER gives no warranty for merchantability and/or fitness for a particular purpose of the **Language Resources**.
8. DISTRIBUTOR gives no warranty for the commercial success of its marketing efforts.
9. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other, in connection with the distribution of **Language Resources**.



CLEF User License

- 10. Neither party shall be held responsible for any delay or failure in performance caused by « force majeure » or other causes beyond the parties' control and without the parties' fault or negligence. Should such event occur, all obligations in this AGREEMENT should be sustained throughout the duration of the event.
  
- 11. This AGREEMENT shall come into effect on the date that DISTRIBUTOR receives the first delivery from PROVIDER . It shall be valid for a period of 5 years provided neither party gives the other written notice of termination by registered mail at least six months before the end. Thereafter, this AGREEMENT shall be automatically renewed by tacit agreement for a further period of two years, provided neither party gives the other written notice of termination by registered mail at least six months before the end of any such two years period.
  
- 12. This Agreement is subject to, construed and interpreted in accordance with the Law of France Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de commerce de Paris" shall be the only competent court.

The entire AGREEMENT is composed of the 12 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers:

AUTHORIZED SIGNATURES :

\_\_\_\_\_  
On behalf of **Provider**

\_\_\_\_\_  
On behalf of **ELDA**

Name:  
Title:  
Date:

Name: Khalid CHOUKRI  
Title: Managing Director  
Date:

## EXHIBITS

### **EXHIBIT A: LANGUAGE RESOURCES DESCRIPTION:**

### **EXHIBIT B: MEANS OF DATA DELIVERY:**

**Means of delivery:** to be agreed

**Duplication of data:** this could be done by the distributor

### **EXHIBIT C : PAYMENT SCHEDULE:**

WE HAVE TWO ALTERNATIVES:

DISTRIBUTOR agrees to pay PROVIDER a compensation which may be either a lump sum payment or a per copy payment. The mode of payment and the schedule of payments have to be described herein and form part of this AGREEMENT.

If the mode of payment is a single lump sum, then DISTRIBUTOR is authorized to make as many copies of the **Language Resources** as necessary for the purposes of distribution.

## 7 PROPOSAL FOR A CLEF USER AGREEMENT



### Cross- Language Evaluation Forum

## LANGUAGE RESOURCES

### END-USER AGREEMENT

**This agreement is made by and between:**

.....  
(hereinafter called END-USER), having its principal place of business at:  
.....

AND

**ELDA**, (acting on behalf of the CLEF Consortium, and hereinafter called CLEF), having its principal place of business at:55-57 rue Brillat Savarin - 75013 Paris, FRANCE

registered at the Tribunal de Commerce de Paris : RCS Paris B 402 781 876 (95b147 95)

**whereby it is agreed as follows:**

1. **Language Resources**, object of this Agreement, for which CLEF CONSORTIUM MEMBERS obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for the use within the CLEF evaluation campaigns, are described in Exhibit A.
2. The site of use of the **Language Resources** is mentioned in Exhibit B.

## CLEF User License

3. Within this Agreement CLEF grants END-USER, engaged in *bona fide* language engineering research, the non-exclusive right to use the **Language Resources**, exclusively for the purposes of system evaluation within the CLEF campaign for 2002.
4. END-USER is not permitted to reproduce the **Language Resources** for commercial or distribution purposes and to commercialize (or distribute for free) in any form or by any means the **Language Resources** or any derivative product or services based on all or a substantial part of it. Summaries, analyses and interpretations of the linguistic properties of the information may be derived and published, provided it is not possible to reconstruct the information from these summaries. Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely for the purpose of describing the research and development and related issues. Any such use shall not infringe on the rights of any third party including, but limited to, the authors and publishers of the excerpts.
5. CLEF grants END-USER the right to reproduce the **Language Resources** temporarily or permanently, to translate, adapt, arrange and modify by any means the **Language Resources**, if one or all of these acts are necessary to access and make the agreed use of the contents of the **Language Resources**. END-USER is permitted to make a copy of the **Language Resources** for purposes of archiving only.
6. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The **Language Resources** shall not be transferred to or accessed from any other site.
7. END-USER acquires no ownership, rights or title in all or any parts of the **Language Resources**.
8. CLEF and OWNERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. CLEF and OWNERS give no warranty for merchantability and/or fitness for a particular purpose of the **Language Resources**.
9. END-USER shall give appropriate references to CLEF AS WELL AS PROVIDERS in scholarly literature when the **Language Resources** are mentioned.
10. END-USER shall not use the name of CLEF nor the names of PROVIDERS in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.
11. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of CLEF, it being intended that each party shall remain an independent contractor responsible for its own actions.
12. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
13. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
14. CLEF agrees to provide LANGUAGE RESOURCES to END-USER FREE OF CHARGE.

CLEF User License

- 15. Signature of the present agreement by USER indicates the USER's intention to participate in the CLEF system evaluation activity for the tasks stated in Exhibit C.
  
- 16. USER will maintain and post a list of people with current and recently-terminated access to the LR. USER shall maintain such appropriate records and CLEF shall have the right to audit such records upon reasonable prior notice using an independent auditor of its choice (the "Auditor"). The Auditor shall be bound to keep confidential the details of the business affairs of USER.
  
- 17. USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the Language Resources placed at USER's disposal by CLEF, except to its officers, directors or employees on a " need-to-know " basis.
  
- 18. In order to preserve the desired, pre- competitive nature of the CLEF conferences, CLEF consortium has developed a set of guidelines constraining the dissemination and publication of CLEF evaluation results. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the conference or its participants and could discourage participation in future conferences. The guidelines (listed in Exhibit D) shall be implemented by USER.
  
- 19. This Agreement is subject to, construed and interpreted in accordance with the Law of France. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de Commerce de Paris" shall be the only competent court. This AGREEMENT may be terminated by CLEF if USER breaches any material term or provision of this AGREEMENT, including article 18. In the event that one of these articles is considered by French law or a French court decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions.

The entire AGREEMENT is composed of the 19 articles herein together with Exhibits A, B, C, and D thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

\_\_\_\_\_  
 On behalf of  
 Name:  
 Title:  
 Date:

\_\_\_\_\_  
 On behalf of the CLEF consortium  
 Name: Khalid CHOUKRI  
 Title: ELDA Managing Director  
 Date:

## EXHIBITS

### Exhibit A: Language Resources

Language Resources refer to the resources selected below:

- French dataset:** Le Monde 1994 - Copyright LE MONDE S.A. distribution rights ELDA (European Language Resources Distribution Agency).
- German dataset:** Frankfurter Rundschau, 1994-1995 - Druck- und Verlagshaus Frankfurt am Main, Frankfurt am Main (Germany); Der Spiegel, 1994-1995 - SPIEGEL Verlag, Hamburg (Germany).
- Italian dataset:** La Stampa 1994 - Copyright La Stampa, distribution rights Hypersystems Srl, Torino.
- Spanish dataset:** Spanish news agency data - Copyright Agencia EFE S.A.
- Dutch dataset:** NRC Handelsblad - 1994, 1995; Algemeen Dagblad - 1994, 1995 - Copyright PCM Landelijke dagbladen/Het Parool.
- Finnish dataset:** *(negotiations currently in course – information to be provided as soon as possible)*
- GIRT database:** InformationsZentrum Sozialwissenschaften, Bonn, Germany.
- AMARYLLIS database:** INIST, CNRS, France
- SDA collection:** French, German, Italian Swiss news agency data - Copyright Schweizerische Depeschagentur, Switzerland.

### Exhibit B: SITE OF USE:

**EXHIBIT C: Task to be carried out by USER**

Multilingual

Bilingual:

(Please indicate which language pair(s))

.....  
.....  
.....  
.....

Monolingual

(Please indicate which language(s))

.....  
.....  
.....  
.....

GIRT

AMARYLLIS

Interactive

**EXHIBIT D: Guidelines constraining the dissemination and publication of CLEF evaluation results are:**

- a) **SCIENTIFIC OR TECHNICAL PUBLICATIONS:** Scientific or technical publications, including newsletters from universities or research laboratories, should adhere to community standards for fairness and objectivity and should accurately and clearly state the limitations of the testing conditions and other factors which might influence scores. The experimental nature of the tasks, data and evaluation procedures should also be stated. The full conference proceedings should always be referenced.
- b) **ADVERTISEMENTS:** No advertisements using the CLEF evaluation results can be placed in magazines, journals, newspapers, or other publications.
- c) **PRESS RELEASES:** Press releases about CLEF results to organizations with national/international coverage are also prohibited.
- d) **MARKETING LITERATURE, LOCAL NEWSLETTERS:** Although it is recognized that extensive evaluation discussions are not appropriate in this type of literature, it is expected that any claims made on the basis of evaluation results are accurate, that the evaluation measures used to substantiate these claims are stated, and that a reference is made to the full conference proceedings. Where promotional material is subject to prepublication revision by the media, the author should make every effort to see that the revision does not cause a violation of the guidelines.
- e) **CROSS-SYSTEM COMPARISONS:** Cross-system comparisons may not be made with other named teams for individual tests, and may only be made when they are supported by accepted methods of statistical significance testing. Comparisons must be accompanied by the results of those tests and should reference the publication of those tests in the conference proceedings or related literature. Informal, qualitative comparisons with recognized baselines or benchmarks, and with general levels or trends in performance, must be clearly stated to be such and thus open to statistical reassessment.
- f) **PUBLICATION WITH CLEF REFERENCES:** A copy of any publication that quotes or contains references to the CLEF evaluation results must be provided to the CLEF coordinator.