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Baltic and Nordic Branch of the European Open Linguistic Infrastructure

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IPR principles and provisions as agreed with META-NET and partner projects

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EXECUTIVE SUMMARY

This report offers an overview of Intellectual Property Rights in the framework of language technology resources and tools. The EU Directive harmonising copyright, Directive 2001/29/EC, has been implemented in all META-NORD countries. The licensing schemas of open content/open source and META-SHARE as well as CLARIN are discussed shortly. The status of the licensing of tools and resources available at the consortium partners for the first batch at upload M10, and the procedure for licensing the cross-national resources are outlined. The aim of the present report is to provide the META-NORD partners with the set of open content and open source licenses, licenses provided by META-NET for the META-SHARE community, and CLARIN deposition agreement and CLARIN upgrade agreement templates as well as knowledge of their optimal use for licensing the tools and resources for the benefit of the language technology community.

Table of Contents

Abbreviations and terms

META-SHARE Abbreviations and terms	Definition	CLARIN Abbreviations and terms
BY		not included; the requirement of acknowledgement is a moral right
NC	No Commercial Use or in any way primarily intended for commercial advantage or payment	NC
ND	No Derivatives	not applicable
SA	Share Alike	not applicable
not applicable	Restricted resource	RES
not applicable	Academic use	ACA
not applicable	Publicly available, no distribution rights	PUB
not applicable	Redeposition is required, i.e. the modified versions need to be deposited to the Content Provider	ReD
not applicable	The User is required to provide information about the publications etc. based on work done with/on the Resource	Inf
Resource	Related to a specific resource governed by a specific agreement (CLARIN)	Content
Repository	Stores and maintains resources	Repository
Licensor	Depositor (CLARIN) Licensor (META-SHARE) Offers the resource under the terms and conditions of the license.	Depositor
	Managing Node (META-SHARE) Content Provider (CLARIN)	CP
You	Person (a juridical body) acquiring rights under the License	User

Table 1 Abbreviations and terms

1. Background

The task 4.1 is defined in the META-NORD DoW as follows:

"Promoting the use of open data and following the Creative Commons and Open Data Commons principles, the consortium will apply the most appropriate license schemes out of the set of templates provided by META-NET. Model licenses will be checked by the consortium with respect to regulations and practices at national level, taking account of possibly different regimes due to ownership (private vs. public sector), type (data vs. software), or pre-existing arrangements with the owners of the original content from which the resource was derived. Resources resulting from the project will be cleared i.e. made compliant with the legal principles and provisions established by META-NET, as completed/amended by the consortium and accepted by the respective right holders." (DoW: 16)

The aim of the present report is to provide the META-NORD partners with the set of licenses (open content and open source licenses) and templates (CLARIN deposition agreement and CLARIN upgrade agreement) to choose from when negotiating the rights for new resources and tools created during or after the project, and also for contacting the right holders of the existing resources and tools in case the partner wishes to take the task of re-negotiating the rights. The licenses are ready to use and they cannot be modified whereas the templates can be used as such by choosing the appropriate conditions or restrictions and they can also be modified to provide the target group with wider or narrower rights than the template does as such, or also to define the group of users entitled to access the resource.

The META-NET licenses available at the time this report is due are versions 09. They will be replaced by the META-NORD consortium once the final versions are ready to be distributed. No significant changes are expected.

2. Basic concepts of Intellectual Property Rights

This section discusses some of the basic concepts of IPR.

2.1. Copyright

The legislation defines the rights owned by the author of any work. The nature of these rights can be immaterial or material, and the function of copyright is to protect the author, i.e. the copyright holder, so that the rights are realised. The ideas or knowledge in the work is not protected, but the work as such is. Copyright protects the rights of authors, performers, producers and broadcasters. The copyright holder can transfer some of his/her rights to grant a third party certain rights concerning the use of protected material. One option is to issue a license containing information on the conditions under which the use is permitted. The copyright holder can also enter into an agreement stating the conditions of use with a body taking care of the distribution in practice and the agreement then specifies the license under which the administration can give rights to use the work. In the CLARIN and META-NORD context, the work is called resource or sometimes material. There copyright can belong to several authors jointly.

Copyright states that the resource cannot be used, i.e. copied or reproduced, distributed or communicated to the public without the right holder's consent, if no exception in the national legislation applies or there is no license for the resource.

2.2. Related rights for databases

Databases are covered by related rights that have the same function as copyright with the difference in the nature of the protected material (e.g. audiovisual recordings, broadcastings, photographs, databases and lists) and the terms of copyright. Otherwise the rights are similar although some details might differ. The protected issue in these related rights is the work done in compiling these, whereas copyright protects the innovative nature of the work. In the present report, the term copyright is used to cover related rights as well.

2.3. Moral rights and ethical issues

The licenses and agreements do not need to cover such acts that are governed by the legislation. These moral rights include a right to be acknowledged as creator, and a prohibition of distortion of the work. It is therefore not necessary to include a requirement for the user to cite the source in the license or agreement, nor to define that distortion of the work is not allowed. The copyright holder cannot transfer moral rights completely, and naming the author is always a precondition for use of the resource.

2.4. Economical rights

Economical rights include two basic rights: a right to produce copies of the work, and a right to make the work public. There is no requirement for the copy to be identical, and it can also be a translation. Making the work public means distribution, presentation, showing with or without technology. These rights do not mean that there should be payment involved. (Toikkanen & Oksanen 2011)

2.5. Personal data

The Directive 95/46/EC defines personal data as:

> Any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

For new personal data, the best approach is to procure sufficient consent for research and secondary use from the research subjects.

If personal data have been collected with insufficient rights for distribution or secondary use, there may still be some options, e.g. anonymisation for distribution or certain exemptions for scientific, historical or statistical research purposes. (CLARIN D7S-2.1. p. 44)

In most countries, the data in speech corpora, whether transcript or sound, is regarded sensitive data, and the legislation on private person protection, i.e. the personal data issues, strongly restricts the usage of any resource where the subjects can be identified. Unless the consent from the subjects, i.e. interviewees for example, has been obtained beforehand and explicitly states the right to use it for the specified purposes in a form that the subject/interviewee has understood.

3. Licensing schemes, licenses and agreements

3.1. Open content and open source licenses

The copyright holder typically issues a license for a certain group of people, such as researchers, teachers, individuals, employees of a certain company etc. A license can either give more rights than the user otherwise would have or restrict the rights that the IPR legislation would otherwise provide him/her with. Open content and open source licenses are examples of the former whereas the End User License Agreement usually associated with commercial products such as software is an example of the latter type.

The most widely used **Open content license** system is Creative Commons, CC. The CC licenses do not require that the user be part of any predefined group. The CC-licenses give the user the right to modify, to copy, to present, and to distribute the resource.

Recommendation: Use CC-licenses for open content resources when the above definition of usage applies. (Toikkanen & Oksanen 2011)

The following restrictions can be used to restrict the rights transferred to the user:

> **BY (Attribution)**: the creator/copyright holder must be acknowledged always. Even if the original work constitutes part of the derivative or the work distributed, the original creator needs to be acknowledged. This requirement is always part of all CC-licenses.

> **SA (ShareAlike)**: the derivatives based on the resource need to be licensed further with the same license.

> **NC (NonCommercial)**: the use towards commercial benefit is prohibited. The resource can still be distributed but no payment can be collected. Defining commercial benefit is very difficult, as the compensation can be indirect e.g. when a resource is part of a website containing commercials providing benefit for the owner. The derivatives cannot be licensed with licenses giving rights to commercial use.

> **ND (NoDerivs)**: the use of the resource is restricted to the original form. Creating derivatives is prohibited. It is not possible to use parts of a text for example or to join parts of the text with other texts. In practice creating derivatives is realised by distribution.

Recommendation: CC0 offers the widest possible rights for the user.

The **Open source licenses** are specifically designed for software and tools. The only widely translated license is EUPL (European Union Public License) but it is not yet widely used. The most popular license for software programs has lately been GNU General Public License (GNU GPL or GPL). It provides anybody a right to use, copy, modify and distribute the software and the source code. If the program is distributed further, or if it is part of a derivative, it has to be licensed with the same license without any additional restrictions. LGPL (Lesser General Public License) differs from the GPL licenses in that where GPL makes the program available for free programs, LGPL allows for proprietary use also. Other open source licenses are MsPL and BSD.

Recommendation: LGPL allows the widest possible use of the program.

3.2. META-SHARE licenses

META-SHARE licenses are based on the CC-licenses discussed above. The only difference is that they are restricted to users within the META-SHARE community. The resource can be distributed via an organisation that is a Member of META-SHARE. All the same restrictions apply.

Recommendation: META-SHARE licenses are applicable for resources where the copyright holder wants the potential users to belong to a predefined group. The distribution is not worldwide but restricted to the META-SHARE community. This can be essential for some copyright holders. Numbers of potential users are smaller than with CC-licenses. The licenses cover issues on collective works, databases and works of shared authorship.

Note: At the time of writing this report, the work on META-SHARE licenses is in progress. The licenses available as appendices are prefinal versions.
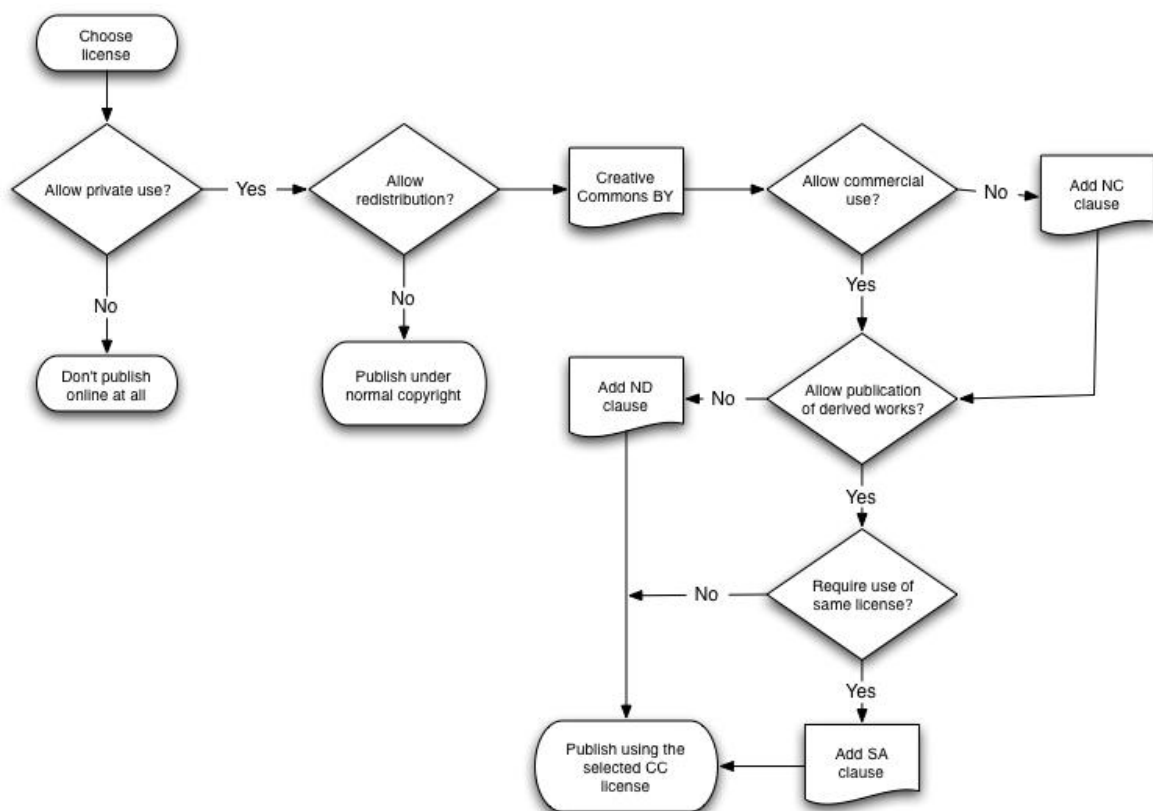
Figure 1 How to choose an open content license.

If the conditions and requirements of the resource allow, the license can be chosen among the open content licenses as shown in Picture 1 above. In practice, the depositor of the resource does not need to create the license but choose from an existing set of licenses. Thus, "Add

NC" above effectively means "Choose a license with an NC tag", e.g. META-SHARE BY NC.

3.3. CLARIN model agreement templates

CLARIN agreement templates are designed for tools and resources distributed within the research community but the Deposition & License agreement allows commercial use within the scope of the legislation by default when it is not explicitly ruled out. Without modification, the CLARIN agreement templates do not give a right for sub-licensing and they apply within the CLARIN community. The agreements presume that the copyright holder either retains the right to grant usage rights or delegates this task to the repository or some other body but the process can also be more automatic.

The CLARIN agreements are templates. The agreements can be modified to meet the requirements of the copyright holder. This option is not available with the CC-licenses or the META-SHARE licenses as they are fixed licenses.

Recommendation: The CLARIN model agreements can be modified and thus applicable to all kinds of purposes. It is, however, advisable not to make a modified agreement if one of the CC or META-SHARE licenses are applicable.

The CLARIN Deliverable D7S-2.1 includes two agreements, a deposition agreement and an upgrade agreement. In addition to this, the appendices include other relevant agreements, such as terms of service (between the user and the repository), privacy policy issues (for making sure that the details on the user are protected), an application form for use of restricted data from the repository, data user agreement (between the user and the repository) and the data processor agreement (between the content provider and the service provider). The document is available at www.clarin.eu/deliverables.

4. CLARIN classification scheme as a starting point

The resources available or potentially available for the META-NORD consortium listed in Table 2.1.1 in the META-NORD Description of Work are classified with laundry tags developed for the CLARIN classification scheme. The categories will be discussed here, as well as the potential need of modifying the categories for META-NORD. There is no requirement in the CLARIN agreement templates to allow sub-licensing. Creating derivatives is allowed, but distributing them is not.

Main categories/laundry tags:

Publicly Available (PUB): No limitations on who can access and use the tools and resources. No limitations on the purpose the tools and resources are used for. No right to distribute the material.

Academic Use (ACA): Available for anyone doing research or studying in an academic institution recognized by an Identity Federation (IdF). Can be used for studying, research and teaching purposes. The user needs to be authenticated.

Restricted Use (RES): Any special conditions included in the deposition agreement and thus contractual in nature, e.g. a requirement to submit detailed information such as an abstract about the planned usage. Specific ethical or data protection -related additional requirements, as content including Personal Data typically falls under the scope of RES. (see section 2.5. above).

Additional restrictions or conditions: NC, Inf, ReD

NC: A requirement for strictly non-commercial use. A term requiring non-commercial use of the content is commonly found in different licenses. It is problematic because there is no common definition of what non-commercial actually means in different jurisdictions.

Inf: A requirement to inform the Content Owner or the Content Provider regarding the usage of the tools and/or the resources in published articles.

ReD: A requirement to redeposit modified versions of the tools and resources with the Service Provider**.** In certain cases the right holder has an interest to collect the modified versions of the content, e.g. if the user adds annotation to the corpus.

Recommendation: Applying the additional restrictions or conditions should be weighed and the practical implications considered. For example Inf requires that the Content Owner or the Content Provider keep lists of articles and other publications and makes them available for the copyright holder.

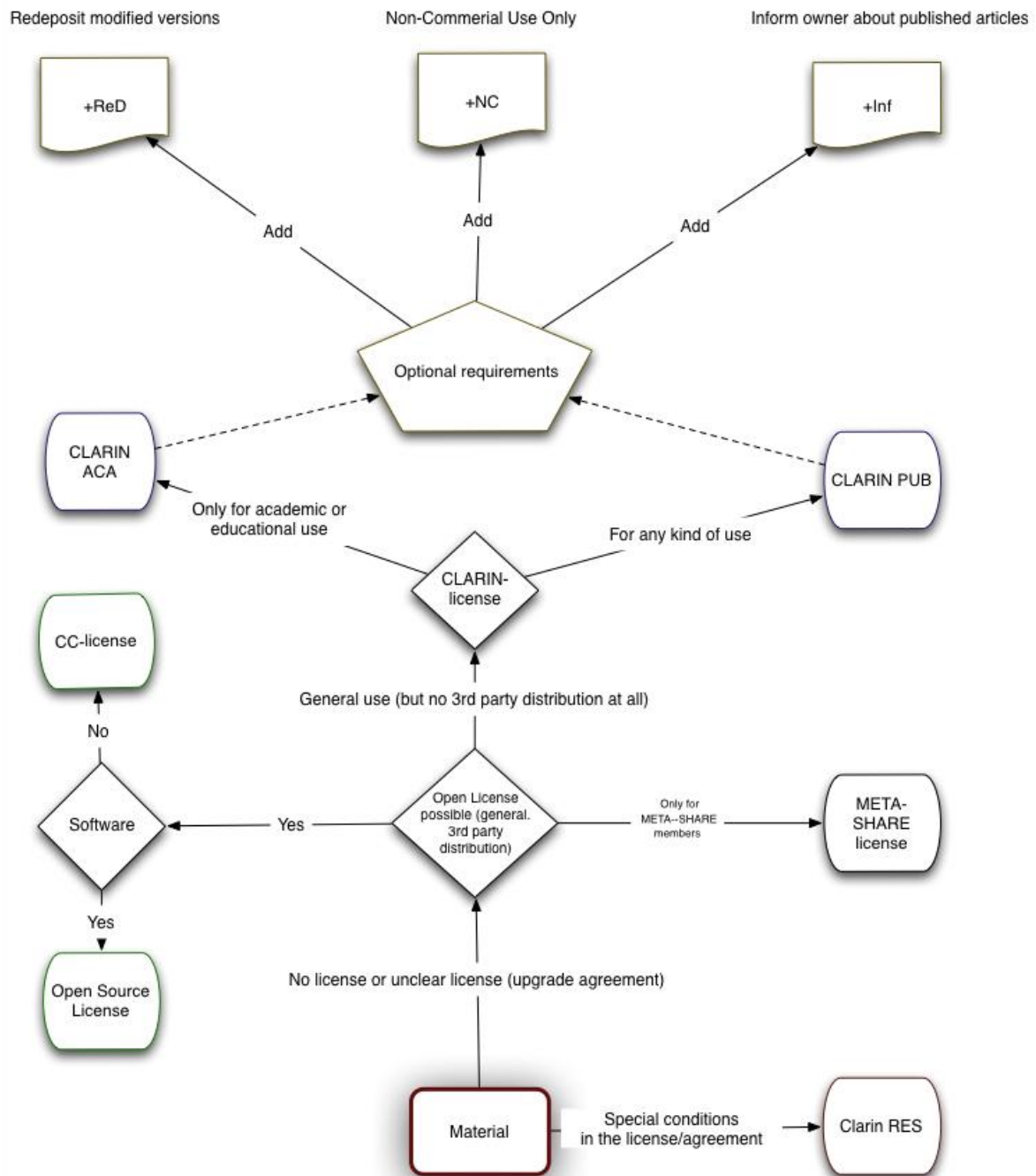**Figure 2 Choosing a license for the META-NORD resources and tools.**

The main points to consider when choosing a license or an agreement are:

- Does the copyright holder or the resource itself require **special conditions**? (CLARIN RES);
- Is **distribution to third parties** allowed? If yes, how wide is the target group of users? (open content/open source or META-SHARE). Is the resource a language

resource or a tool (software)? (CC and META-SHARE for open content, LGPL etc. for open source tools);

- If distribution to third parties is not allowed, what can the resource or tool be **used for**? (CLARIN ACA for academic/education, PUB for any kind);
- Are there any **optional requirements**? if yes, select the appropriate paragraphs in the CLARIN agreement template;
- Are there any conditions or requirements that do not have a laundry tag? If yes, modify the CLARIN agreement template accordingly.

5. META-NORD licensing scheme

The META-NORD parties provided information for the present report regarding their tools and resources to be uploaded at M10. With the existing tools and resources it is necessary to check the agreements or licenses that apply. For new resources negotiated or developed during the project phase, one is free to choose from the proposed licenses or to modify the CLARIN agreement templates if necessary, and all schemes are possible.

5.1. Language Resources

5.1.1 Corpora (including treebanks), speech databases and multimodal resources

Language	Resource	license / laundry symbol
Danish	The Copenhagen Danish-English Dependency Treebank	GNU GPL v3.0
	CLARIN LSP Corpora (Corpus of sublanguage texts)	1) CLARIN ACA + NC 2) Concordances i.e. "pseudo corpora": CLARIN PUB or CC
Estonian	Est comprehensive corpus	CLARIN ACA at the moment
	Treebank	CLARIN ACA at the moment
Finnish	Finnish Treebank	LGPL v.03
	Language bank of Finland	partly CLARIN RES, partly PUB, ACA or ACA + NC
Icelandic	Icelandic Parsed Historical Corpus (IcePaHC) M10	LGPL
	IFD	CLARIN PUB or equivalent
	Icelandic Speech Corpus (parliamentary speeches, sound and text files)	CLARIN PUB or equivalent
	HJAL (sound and text files)	CLARIN PUB or equivalent
	Pronunciation Dictionary for Icelandic	CLARIN PUB or equivalent
Latvian	Latvian literature corpus M10	META-SHARE BY NC ND
	Lv-En legislation corpus M10	META-SHARE BY NC ND
Norwegian	Sofie Treebank	CLARIN RES
	Acquis communautaire corpus	Open content license
Swedish	Språkbanken's corpora "pseudo-corpora"	CC-BY-SA 3.0

Table 2 Corpora (including treebanks), speech databases and multimodal resources

5.1.2 Lexical resources (including wordnets)

Language	Resource	License / laundry symbol
Danish	Dannet Wordnet	Princeton Wordnet CC BY v3.0
	STO Computational lexicon	1) CLARIN ACA + NC 2) CLARIN RES (distributed by ELDA)
Estonian	wordnet	CLARIN ACA at the moment
Finnish	Finnish WordNet	Princeton Wordnet CC BY v3.0
Latvian	electronic dictionaries are stored in proprietary XML for dictionaries	Online resource + terms of use
Lithuanian	Dictionary of the Lithuanian language	CLARIN ACA + NC
	Database of the Lexicon of Standard Lithuanian	META-SHARE BY NC
	Modern Lithuanian Dictionary	CLARIN PUB
	Geoinformational Database of Toponyms	META-SHARE BY NC
	Database of historical ethnic place names	CLARIN ACA + NC
	Database of Neologisms	CLARIN ACA + NC
	Database Synonymy of Lithuanian Terms	META-SHARE BY NC
	Database of proper names	CLARIN ACA + NC
Swedish	SB-LEX (linked lexical resources, including a framenet and a wordnet)	CC BY SA V3.0 and LGPL v3.0

Table 3 Lexical resources (including wordnets)

5.2. Language tools

Language	Resource	Format
Finnish	HFST	LGPL v3.0. , GPL, AGPL and Apache are also used when applicable
Icelandic	Apertium-is-en <http://www. apertium.org>	GPL
	IceNLP <http://icenlp.sourceforge.net/>	LGPL
	CombiTagger <http://sourceforge.net/projects/ combitagger/>	GPL
Lithuanian	Morphological analyser, lemmatiser and synthesiser for Lithuanian	CLARIN RES (to be negotiated)
Swedish	CLT Toolkit	LGPL v3.0
	CLT Cloud	LGPL v3.0

Table 4 Language tools

Type	Number per M10	Examples of types
open content license	1	acquis communitaure
CC BY v3.0	2	wordnet
CC BY SA v3.0	2	linked lexical resources
GPL	2	tools
GPL v3.0	2	treebanks
LGPL	2	tools
LGPL v3.0	5	tools
META-SHARE BY NC	3	databases
META-SHARE BY NC ND	2	databases, corpora
CLARIN PUB	6	pseudo corpora
CLARIN PUB or CC	1	pseudo corpora
CLARIN ACA	4	wordnet;
CLARIN ACA + NC	6	databases, lexicons, corpora, treebank
CLARIN RES	4	commercial, copyright owner wants to approve the applications
Terms of use	1	dictionaries

Table 5 Licenses planned for the first batch at M10

Based on the evaluation, it seems that the M10 upload will offer 16 open content or open source tools or resources and 6 CLARIN PUB resources available to everybody. 5 resources or tools will be available for the META-SHARE community, and 10 of for the CLARIN academic community. Only 4 resources are restricted, either because they contain sensitive (speech) data or for other special conditions defined in the deposition agreement or license.

5.3 Remarks and recommendations

The META-NORD consortium partners were asked to report specific issues concerning the resources and tools they plan to upload at M10 and also all other concerns they might have on the IPR issues. Some of these issues are described in this section, and the recommendations or comments of the UHEL legal advisor are provided.

5.3.1. Pseudo-corpora

Remark: Since the task of negotiating with copyright holders of existing resources individually is a time-consuming task requiring lots of human resources, this task should be taken up by national legislative bodies. The solution so far is to offer pseudo-corpora instead of access to full texts. Pseudo-corpora can be accessed through web services and the amount of text retrieved is not copyrighted. The use of web interfaces for accessing text corpora makes it possible to make the corpora available for search without restrictions since the data

retrieved by each search is sufficiently small to be covered by the condition of fair dealing in copyright law. (HI, UGOT)

Recommendation: In case the deposition agreement for an existing resource limits the user target group, e.g. to researchers only and the terms cannot be renegotiated, it might be possible to offer the resource for wider use as pseudo-corpora. Check if the deposition agreement prohibits this.

5.3.2. Redistribution strictly prohibited

Remark: Text corpora with redistribution strictly prohibited. No extracts can be published, other than those permitted under the fair dealings provision of copyright law, no commercial exploitation. (HI)

Recommendation: Use CLARIN deposition agreement under ACA + NC since all open content licenses allow redistribution.

5.3.3. Commercial licenses and non-commercial licenses

Remark: A resource is licensed as CLARIN ACA but at the same time it can be purchased via ELDA. How do we choose the license? (UCPH)

Recommendation: Resources can be licensed with several different licenses, e.g. for different user categories or predefined user groups.

5.3.4. PUB vs. open content/open source

Remark: the CLARIN PUB or the CC or META-SHARE licenses? Are they the same license?

Recommendation: In general, it is possible to modify the CLARIN agreement templates to fit the needs of the copyright holder. One can e.g. write a paragraph to the CLARIN PUB + NC agreement allowing redistribution which would allow researchers to distribute the material even if for no commercial purposes. But if the target group for CC or META-SHARE is acceptable for the copyright holder, it would be better to choose the appropriate CC or META-SHARE license.

Recommendation: If you do not find a suitable license among the CC or META-SHARE licenses, modify the CLARIN agreement template to fit your purposes.

5.3.5. The licensee's/user's results

Remark: If the resource is classified as CLARIN RES, and strictly no redistribution is allowed, can the user distribute his/her own findings for profit/commercially? (HI)

Recommendation: The knowledge in the material is not protected by the IPR legislation or the licenses. It is the effort of creating the data that is protected and the resource as the realisation of this effort or creativity. The results of scientific work when the actual data is not part of them physically can be distributed commercially. But if the data from the material is part of the findings, i.e. in a new corpus or data collection it is the original license that will specify the rights of the user. The amount of data required to give the copyright holder rights for the results is usually not numerically defined.

5.3.6. Translation

Remark: In general, no translations of open content or open source licenses or CLARIN agreement templates into national languages seem to be required. (HI, UCPH, UIB, UHEL)

5.4. Cross-national resources

The consortium partners cooperate on some cross-national resources, e.g. linked wordnets or parallel Treebanks, which will be freely available, either as CLARIN PUB (no redistribution) or possibly as open content license. The parties need to:

- enter into a written agreement between the copyright holders
- find out the copyright owner of the resource. If the work is carried out in an institution, which department/sector/institute has the right to sign the agreement between all parties cooperating in creating the resource?
- agree on the license to be applied
- when decisions have been made on who will sign the agreement on behalf of the copyright holder, UHEL will produce an agreement as agreed to be signed by all parties

The same resource can be licensed with several licenses. The Finnish Treebank can be licensed under LGPL 3.0 and the Danish Treebank under GNU GPL 3.0. The license for the cross-lingually linked resource will be jointly decided by the parties.

5.5. Text related issues

The open content and open source developers have reached an agreement on the terms used in the licenses and the related documents. Since the META-SHARE licenses agree with the CC-licenses, the terminology in them is well established. However, the existing licenses and agreements governing the resources and tools can be extremely heterogeneous. It is not always clear what the parties in the agreement have meant with the terms they use. Especially older agreements can be very difficult to interpret. Sometimes it is possible to find the copyright holders and upgrade the agreement, given the resources are available, but often it is a time consuming task. The relevance of the resource to the potential users needs to be more firmly established, as well as criteria for selection.

5.6. Process related issues

The CLARIN category RES can result from purely practical reasons, or it can derive from the IPR issues, or both. It is problematic that the resource can remain restricted because of practicalities, in cases for example when the copyright holder requires a statement of usage or a research plan in order to grant the permission to access the resource in question.

The RES category should be reserved for real IPR conditions and restrictions, e.g. payment or a restricted predefined user group. It is recommended that the potential user is informed separately on practical considerations, e.g. current access conditions and the steps needed to gain access to the resource. Practical considerations may change with time leading to a need to update the license if the resource is categorised as RES simply because of current practical considerations. Specifically, the copyright holder may after some initial period wish to delegate or relinquish the right to grant individual access given that the IPR conditions are fulfilled.

The use of web interface for accessing the data leads to the concept of pseudo corpora and brings forward the limits of copyright. If the amount of data retrieved is sufficiently small, it is no more protected by copyright. With the development of web interfaces and web services,

it is likely to be possible to process large amounts of data without copyright considerations for the researcher or the developer in the future.

6. Conclusions and future work

Work with licenses offers two kinds of challenges: one is the terminology that should be common to all parties and as consistent as possible. In practice the terms used in the licenses proposed for META-NORD are not standardised, and the open content and open source licenses, and the CLARIN agreement templates use somewhat differing terms to cover the same concepts. EU wide cooperation would benefit from terminology work on legal terms.

License selection tools are available for the open content licenses. For selecting a Creative Commons license, see http://creativecommons.org/choose/?lang=en. The META-SHARE and CLARIN licenses and agreements could be similarly available in a web service application, and such a META-NORD/META-NET/META-SHARE License Machine could be created together with the META-NET project if that is considered useful. Especially when one resource can be licensed with several licenses depending on the criteria set by the copyright holder, the applications would help to choose one or more appropriate licenses for both tools and resources.

The present deliverable covers licensing schemas for the resources and tools the META-NORD partners expect to include in the first batch and upload at M10, i.e. November 2011. The work on IPR issues will continue in cooperation with META-NET and this deliverable will need some modification. The terminology will be more firmly established, the licensing conditions will become more familiar tools, the concepts will be clarified, and experience in negotiating licenses and agreements with the copyright holders will accumulate to assist the content providers and service providers in offering more open resources for everybody in the future.

7. References and appendices

References

BSD   http://www.opensource.org/licenses/bsd-license.php

EUPL   http://www.osor.eu/eupl

META-SHARE Charter

META-SHARE Memorandum Of Understanding

Checklist for CLARIN Agreements, included in CLARIN D7S-2.1

CLARIN D7S-2.1 A report including Model Licensing Templates and Authorization and Authentication Scheme, www.clarin.eu/deliverables.

MsPL   http://www.opensource.org/licenses/ms-pl

Toikkanen, Tarmo ja Oksanen Ville. 2011. Opettajan tekijänoikeusopas FINN LECTURA, Bookwell : Porvoo

Appendices

Licenses:

Appendix 1   CC0   http://creativecommons.org/publicdomain/zero/1.0/

Appendix 2   CC BY   http://creativecommons.org/licenses/by/2.0/

Appendix 3   CC BY SA   http://creativecommons.org/licenses/by-sa/2.0/

Appendix 4   GPL v 3.0   http://www.gnu.org/licenses/gpl-3.0.html

Appendix 5   LGPL   http://www.gnu.org/copyleft/lesser.html

Appendix 6   META-SHARE Commons BY SA v0.9

Appendix 7   META-SHARE Commons BY ND v0.9

Appendix 8   META-SHARE Commons BY NC v0.9

Appendix 9   META-SHARE Commons BY NC SA v09

Appendix 10 META-SHARE Commons BY NC ND v0.9

Agreements

Appendix 11 CLARIN Deposition & License Agreement

Appendix 12 CLARIN Upgrade Agreement

Appendix 1 CC0 1.0

http://creativecommons.org/publicdomain/zero/1.0/legalcode , Retrieved May 27, 2011

CC0 1.0 Universal

Statement of Purpose

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e.   in the case of a Derivative or a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit in the case of a Derivative or a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a Derivative or a Collective Work,

you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

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    b.   keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

    c.   Redeposit the Derivative work in the META-SHARE network

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5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

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6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

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    b.   "Derivative" means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.

    c.   "Derogatory Treatment" means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.

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    e.   "Licensor" means the Person offering the Resource under the terms and conditions of this Licence.

    f.   "Original Author" means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.

    g.   "Person" means a natural person or a body of persons corporate or incorporate.

    h.   "Use", as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.

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    j.   "You" means the Person acquiring rights under this Licence.

    k.   "Attribution Data" means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.

    l.   "Resource" means the language resource offered to You under the terms of this Licence.

    m.   Words in the singular include the plural and vice versa.

2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the

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      c.   impose any terms or any technological measures on the Resource, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;

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      e.   subject the Resource to Derogatory Treatment.

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      b.   by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;

      c.   by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;

      d.

      e.   in the case of a a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit in the case of a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

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c. "Derogatory Treatment" means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.

d. "Licence Elements" means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial..

e. "Licensor" means the Person offering the Resource under the terms and conditions of this Licence.

f. "Original Author" means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.

g. "Person" means a natural person or a body of persons corporate or incorporate.

h. "Use", as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.

i. "Work" means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.

j. "You" means the Person acquiring rights under this Licence.

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l. "Resource" means the language resource offered to You under the terms of this Licence.

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2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui generis databse right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

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b.   extract and re-utilise of the whole or substantial parts of the Resource;

c.   copy Derivatives, or the Resource as incorporated in any Collective Work ; and

d.   publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone ;

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2.2 However, this Licence does not allow you to:

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b.   impose any terms or any technological measures on the Resource or a Derivative, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;

c.   sublicense the Resource; or

d.   subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

a.   by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;

b.   by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;

c.   by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;

d.   in the case of a Derivative, by identifying that the Resource has been used (for example, "French translation of X by Y", or "Tree Bank based on original work by X"); and

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c.   the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;

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2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3, 2.5 and 2.7 and the reservations under clause 2.8 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the duration of Your META-SHARE membership. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. *h*. in the execution of which only META-SHARE members are involved.

So you may, for example

a. copy the Resource, create Derivatives or incorporate it into a Collective Work ;

b. extract and re-utilise of the whole or substantial parts of the Resource;

c. copy Derivatives, or the Resource as incorporated in any Collective Work ; and

d. publish, perform or communicate the Resource and/or Derivatives and/or the Resource as incorporated in any Collective Work to anyone by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

a. Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;

b. impose any terms or any technological measures on the Resource or a Derivative, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;

c. sublicense the Resource; or

d. subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource or any Derivative to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

a. by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;

b. by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;

c. by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;

d. in the case of a Derivative, by identifying that the Resource has been used (for example, "French translation of X by Y", or "Tree Bank based on original work by X"); and

e. in the case of a Derivative or a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit in the case of a Derivative or a Collective work by informing the Licensor about its creation; and if what you are publishing or distributing is a Derivative or a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource or any Derivative to anyone else within META-SHARE in any way:

a. include a copy of this Licence (or its Uniform Resource Identifier) with it; and

b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

c. Redeposit the Derivative work in the META-SHARE network

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource or any Derivative to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 Any Derivative you create must be under a licence which is either one with the same terms and conditions as this Licence, or a later version of this Licence with the same Licence Elements as this Licence, or another META-SHARE licence with the same Licence Elements as this Licence (whether a licence specific to a particular jurisdiction or not), or a Compatible Licence. For the sake of this clause, "Compatible Licence" refers to the licences listed in the appendix attached to this Licence. Should the Licensee's obligations under the Compatible Licence conflict with his/her obligations under this Licence, the obligations of the Compatible Licence shall prevail.

2.8 And:

a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;

b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;

c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;

d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and

e. all other rights not expressly granted by the Licensor are reserved.

2.9 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.10 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

3. Warranties and Disclaimer

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

4. Limit of Liability

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

5. Termination

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource, Derivatives or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clauses 2.6 or 2.7 of this Licence, i.e. if they are META-SHARE members. The waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

6. General

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

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Except for the limited purpose of indicating to the public that the Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Appendix 10 META-SHARE Commons BY NC ND v0.9

META-SHARE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE AN AGENT-CLIENT RELATIONSHIP. META-SHARE PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. META-SHARE MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

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This META-SHARE Licence enables You to Use the Resource worldwide for non-commercial purposes provided that You keep to the terms of this Licence.

1. Definitions of Capitalised Words

   a. "Collective Work" means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.

   b. "Derivative" means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.

   c. "Derogatory Treatment" means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.

   d. "Licence Elements" means the following licence attributes indicated in the title of this Licence: Attribution, Non-commercial, No Derivatives.

   e. "Licensor" means the Person offering the Resource under the terms and conditions of this Licence.

   f. "Original Author" means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.

   g. "Person" means a natural person or a body of persons corporate or incorporate.

   h. "Use", as a verb, means doing any act which is restricted by copyright or neighboring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.

   i. "Work" means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.

   j. "You" means the Person acquiring rights under this Licence.

   k. "Attribution Data" means a field of metadata accompanying every META-SHARE resource, containing a specified string of characters to be used for attribution of the Resource.

   l. "Resource" means the language resource offered to You under the terms of this Licence.

   m. Words in the singular include the plural and vice versa.

2. The Rights Granted

2.1 Subject to the exceptions under clause 2.2, the conditions under clauses 2.3 and 2.5 and the reservations under clause 2.7 below, the Licensor grants to You a worldwide, royalty-free, non-exclusive, licence to Use the Resource within the META-SHARE network for the

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duration of Your META-SHARE membership. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the META-SHARE Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. h. in the execution of which only META-SHARE members are involved.

So you may, for example

      a.   copy the Resource, or incorporate it into a Collective Work;

      b.   extract and re-utilise of the whole or substantial parts of the Resource;

      c.   copy the Resource as incorporated in any Collective Work; and

      d.   publish, perform or communicate the Resource and/or the Resource as incorporated in any Collective Work to anyone by any means and in any medium whether now known or created in the future.

2.2 However, this Licence does not allow you to:

      a.   Use the Resource for any purpose other than research or in any way primarily intended for commercial advantage or payment; but exchange for other protected material without payment (whether by means of digital file-sharing or otherwise) is not to be taken to be so intended;

      b.   create any derivative works;

      c.   impose any terms or any technological measures on the Resource, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;

      d.   sublicense the Resource; or

      e.   subject the Resource to Derogatory Treatment.

2.3 You must, if you publish or distribute the Resource to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database right as follows:

      a.   by giving the Attribution Data as well as the name of the Original Author if that has been supplied; or a pseudonym if that has been supplied instead; and/or the name of any other person if that has been supplied for attribution in place of the Original Author; or any other form of Attribution as defined by the Licensor;

      b.   by giving the title of the Resource or any other information used to identify the Resource if that has been supplied;

      c.   by giving the Uniform Resource Identifier of the Resource if that has been supplied, but you need not do so if this does not refer to its copyright terms or to its licensing information;

      d.   in the case of a Collective Work, by placing that credit in the same place, and at least as prominently, as any comparable authorship credit;

      e.   in the case of a Collective work by informing the Licensor about its creation; and;

      f.   if what you are publishing or distributing is a Collective Work, you must remove any of these credits if you are asked to do so by the Licensor and if it is practicable to do so.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.4 The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

2.5 You must also, if you publish or distribute the Resource to anyone else within META-SHARE in any way:

      a.   include a copy of this Licence (or its Uniform Resource Identifier) with it; and

   b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

2.6 Each time You publish the Resource to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

2.7 And:

   a. The right to collect royalties or other fees for any commercial use of the Resource is reserved;

   b. any right to collect payments via a licensing body or collecting society for any commercial use of the Resource is reserved;

   c. the right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;

   d. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and

   e. all other rights not expressly granted by the Licensor are reserved.

2.8 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

2.9 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

3. Warranties and Disclaimer

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

4. Limit of Liability

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

5. Termination

5.1 Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence, i.e. if they are META-SHARE members. The waiver of sui generis database rights provided for by clause 3.1 shall continue notwithstanding any such termination.

5.2 If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

5.3 Unless terminated under clause 6.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

6. General

6.1 If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

6.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

6.3 If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

6.4 If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements, and any interpretation of clauses and terms must take into account what is laid out in the most recent version of the META-SHARE Charter and MoU.

6.5 As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

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Except for the limited purpose of indicating to the public that the Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.

Appendix 11   CLARIN Deposition & License Agreement

(Originally published in CLARIN D7S-2.1 Appendix A)

CLARIN Deposition & License Agreement

0. Parties

0.1   The organisation or person authorised to transfer and deposit the digital dataset(s), hereafter referred to as *the Depositor:*

0.2   CLARIN infrastructure (*the Repository*)

1. License

a. The Depositor grants the Repository a non-exclusive license for digital data files, hereafter referred to as *Content*.

b. The Repository is authorised to include the Content in its data archive. The Repository shall transfer Content to an available carrier, through any method and in any form.

c. The Repository is authorised to make Content (or substantial parts thereof) available to third parties by means of on-line transmission. In addition, the Repository has the right, on the instruction of third parties or otherwise, to make a copy of the dataset or to grant third parties permission to download a copy.

2. The Depositor

a. The Depositor declares that he is a holder of rights to Content, or the only holder of rights to the Content, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.

b. The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to Content.

3. The Repository

a. The Repository shall ensure, to the best of its ability and resources, that the deposited Content is archived in a sustainable manner and remains legible and accessible.

b. The Repository shall, as far as possible, preserve Content unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of Content if this is necessary in order to facilitate the digital sustainability, distribution or re-use of Content.

c. If the access categories "Restricted Access" or "Academic Access", as specified at the end of this Agreement, are selected, the Repository shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorised third parties from gaining access to and/or consulting the Content or substantial parts thereof.

4. The Content

a. Content to which the license relates is specified in the appendix to this Agreement. The appendix forms an integral part of this Agreement.

b. The Depositor declares that the Content corresponds to the specification provided.

c. The Depositor declares that Content contains no data or other elements that are contrary to the law or public regulations.

d. The Depositor indemnifies the Repository against all claims by third parties relating to Content.

e. The Depositor will supply Content by means of a method and medium deemed acceptable by the Repository.

5. Removal of Content / changes to access conditions

a. If sufficient indispensable grounds exist, the Depositor has the right to request the Repository not to make Content available for a temporary period or permanently. In such cases, the Repository shall retain Content in the data archive, but shall no longer allow third parties to access the Content or substantial parts thereof.

b. If sufficient indispensable grounds exist, the Repository has the right to remove Content from the archive wholly or in part, or to restrict or prevent access to Content on a temporary or permanent basis. The Repository shall inform the Depositor in such cases.

6. Availability to third parties:

a. The Repository shall make the Content available to third parties in accordance with the access conditions agreed with the Depositor: "Public", "Academic Access" or "Restricted Access".

b. The Repository shall make Content available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the Depositor, the use of Content is subject to the General Terms of Use laid down by the Repository.

c. If the access category "Restricted Access" has been agreed, the Repository shall make the Content available only to the persons and/or organisations specified by the Depositor.

d. The Repository can make Content (or substantial parts thereof) available to third parties:

- if the Repository is required to do so by legislation or regulations, a court decision, or by

  a regulatory or other institution

- if this is necessary for the preservation of Content and/or the data archive

- (to a similar institution) if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated

e. The Repository shall publish the metadata and make them freely available, on the basis of the documentation that the Depositor provides with Content. The term metadata refers to the information that describes the digital files. Other documentation that relates to the dataset and is provided by the Depositor shall be published and made freely available, unless the Depositor has specified that certain documents must not be made freely available. Documents that contain personal data will not be made freely available.

f. The general information about the research and the metadata relating to Content shall be included in the Repository's databases and publications that are freely accessible to all persons.

7. Provisions relating to use by third parties

a. The Repository shall require third parties to whom the Content (or substantial parts thereof) is made available to include in the research results a clear reference to the Content from which data have been used. The reference must comply with the Clarin Infrastructure Terms of Use.

8. Death of the Depositor

Following the death of the Depositor, or in the event that the Depositor's organization ceases to exist, Content in the 'Restricted Access' category shall automatically be transferred to the 'Public' category. This is not applicable if Content contains personal data or such material, which copyright moves to the heirs of the original copyright owner.

9. Liability

a. The Repository accepts no liability in the event that all or part of Content is lost.

b. The Repository accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made Content available.

10.   Term   and   termination   of   the   Agreement

a. This Agreement shall come into effect on the date on which the Repository receives the Content (hereafter the deposit date) and shall remain valid for an indefinite period. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing. It is possible to change the agreed access category at any time during the term of the Agreement.

b. Notwithstanding point (a), this Agreement shall end when Content is removed from the data archive in accordance with Article 5 of this Agreement.

c. If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Depositor under similar conditions if possible.

11. Applicable law

WHAT law is applicable to this agreement.

Access categories for Content

The Repository is permitted to distribute Content and make it available by means of the method mentioned below and, if indicated below making use of the additional option non-commercial

You have chosen:

[Public: unrestricted access]

The Repository is permitted to make content available to all persons, legal entities and

organisations for any purposes.

[Academic Access only]

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The Repository is permitted to make Content available to all persons and organisations registered with the Repository for the purpose of Academic research, study or teaching.

[Restricted Access: access with the permission of the Repository

The Repository is permitted to make the Content available to persons, legal entities and organisations registered with the Depositor only after receiving express permission from the Depositor.

You have additionally chosen:
[Restriction: Non-Commercial]

Content is not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

[Restriction: Grant back]

If a Derivate version of Content is created, it has to be licensed with the same license as the original Content.

[Restriction: Notification]

If the Content is used in a published article or other work, a notification to Depositor about the publication is required.

The Depositor hereby agrees to the above provisions and the general code(s) of conduct referred to in this document.

Appendix 12   CLARIN Upgrade Agreement

D7S-2.1 Appendix B

CLARIN Upgrade Agreement

1. Parties

Licensor:

Licensee:

2. Definitions

2.1. Licensed Content

[A brief description of material in question]

2.2. CLARIN Infrastructure

[Definition]

3. Purpose of the Agreement

The purpose of this agreement is to clarify the content of the existing licensing agreement between the Parties to allow the use the Licensed Content also as a part of the CLARIN Infrastructure. This agreement does not supersede the existing agreement(s) but only adds the needed Rights to CLARIN Infrastructure.

4. License Grant and Rights

Licensor agrees that the CLARIN Infrastructure has the same rights and duties pertaining Content, including but not limited to the right to distribute and use Licensed Content, as Licensee has based on the existing licensing agreement.

For this purpose, Licensor grants CLARIN Infrastructure worldwide, royalty-free, non-exclusive, terminable license to use Licensed Content for the duration of any applicable copyright and Database Rights Academic and Teaching purposes. To the extent possible in the relevant jurisdiction, these rights may be exercised in all media and formats whether now known or created in the future. [However, the rights granted shall not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.]

The granted rights are: Extraction and re-utilisation of the whole or a substantial part of Licensed Content; Creation of derivative content; Creation of collective content; Creation of temporary or permanent reproductions by any means and in any form, in whole or in part of Licensed Content; and distribution, communication, display, making available, or performance to the public by any means and in any form, in whole or in part of the Licensed Content.

CLARIN Infrastructure may not transfer these rights to any 3rd party without a permission from the Licensor.

5. Additional Information

The Licensor requires that CLARIN Infrastructure [*DOES WHAT*] before the access is given automatically to the User to the Material.

6. Termination

This Agreement and the rights granted will terminate automatically upon any substantial breach by Licensor or the CLARIN Infrastructure of the terms of this Agreement or the original licensing agreement. Individuals or entities who have received Adaptations or Collections from CLARIN Infrastructure under this License, however, will not have their

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