

American National Corpus Second Release– Restricted Portion

End User License

This End User License Agreement (the “Agreement”) is made on the <_____> day of <_____> in the year <_____> (the “Effective Date”) by and between the American National Corpus Consortium (the “ANCC”) and <_____> (the “Licensee”).

WHEREAS, the ANCC has obtained permission from a number of text providers (the “Text Providers”) to include, in the Restricted Portion of the American National Corpus, samples of their texts listed in Appendix I to this Agreement (the “R-ANC Texts”) and the copyright to each of the compilations and annotations in the R-ANC Processed Material (as defined below) is owned by the party specified in copies of the R-ANC Processed Material; and

WHEREAS, the Licensee is the end user in the manner detailed herein of the R-ANC Texts where end user(s) may be academic researchers, researchers in commercial institutions, or researchers in government agencies, and

WHEREAS, the Text Providers have empowered the ANCC under separate agreements to grant a non-exclusive license to the Licensee as detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

- a. The “R-ANC Texts” are written texts and transcripts of speech held on computer and selected for use in language based education, research and development.
- b. The “R-ANC Processed Material” is the collection of R-ANC Texts assembled into consistent electronic format and enhanced with various annotations, which constitutes the Second Release of the American National Corpus.
- c. The “Licensee’s Results” are the results of work performed by the Licensee on or with the R-ANC Processed Material in the course of research and development as permitted by this Agreement.

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f. Licensee shall give appropriate reference to the American National Corpus in scholarly publications benefiting from use of the R-ANC Processed Material whenever data resources are mentioned.

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b. check on the status and use of the R-ANC Processed Material by Licensee's employees on a monthly basis,

c. make use of file protection and other data security measures to prevent insofar as possible all and any unauthorized access to the R-ANC Processed Material,

d. without prejudice to the foregoing, take all such other steps necessary to protect the intellectual property rights of the ANCC and/or the Text Providers, and

e. maintain ongoing interest and involvement in the use and distribution of the R-ANC Processed Material as provided for herein.

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a. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section.

b. The ANCC may terminate the Agreement if the Licensee fails to pay the fee specified in Section 3 within thirty (30) days of the due date or if the Licensee commits any material breach of this Agreement.

c. This Agreement shall automatically terminate if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Licensee's assets.

d. Upon termination the Licensee shall erase, or otherwise destroy, all full and partial copies of the R-ANC Processed Material. A duly authorized officer of the Licensee shall promptly verify in writing to the ANCC that the Licensee has complied with this obligation.

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a. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions. Licensee hereby submits to the exclusive jurisdiction of and venue in any state or federal courts located within the Eastern District of Pennsylvania with respect to any and all disputes concerning the subject of this Agreement.

b. Severability. If any provision of this Agreement is found to be void, invalid or unenforceable in any jurisdiction, for any reason, then the remaining provisions hereof shall not be affected thereby.

c. Entire Agreement. This Agreement and the appendices attached hereto embody the entire understanding between the parties relating to the subject matter hereof, and there are no terms or conditions hereof express or implied written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises or other communications, concerning or relating to the subject matter of this Agreement.

d. Amendment; Waiver. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

e. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, in

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IN WITNESS WHEREOF, the parties hereto have duly executed this End User License Agreement as of the day and year first above written.

LINGUISTIC DATA CONSORTIUM ACTING ON BEHALF OF THE AMERICAN NATIONAL CORPUS
CONSORTIUM

Name: Chris Cieri

Title: Executive Director

LICENSEE

By: _____

Name: _____

Title: _____

Licensee shall send a signed copy of this agreement by facsimile to LDC, fax number (+1) 215 573-2175. Alternately, Licensee shall email and electronic version of the signed agreement to LDC at ldc@ldc.upenn.edu

Appendix I

1. Callhome Data

Copyright (c) 1997-2002 Trustees of the University of Pennsylvania

2. New York Times News Stories

Copyright (c) 2002 New York Times

3. Anonymized Posts to the Phoenix Board/Bufistas.org (2004)

4. Fiction

Copyright (c) 1998-2005 Orin Hargraves

5. Michigan Corpus of Academic Spoken English (MICASE) - Selections

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Contact ldc@ldc.upenn.edu

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