

\_\_\_\_\_, (the "Organization"), an organization engaging in research or technology development, agrees to use the data designated as The Avocado Collection (the "Collection") and distributed by the Linguistic Data Consortium ("LDC") subject to the following understandings, terms and conditions.

The owners of the Collection, Sherwood Partners ("Owners") have made it available for use in linguistic research and technology development for the public good. The data was provided to LDC for distribution under a specific set of restrictions that require LDC to impose the following conditions on its use.

The Collection may contain sensitive personally identifiable information that requires protections different from, and in some cases more restrictive than, other types of linguistic resources that the Organization may previously have worked with under a license from LDC. Please read this agreement and the accompanying Avocado Collection End User Agreement (the "End User Agreement") carefully.

Access to the Collection is contingent on the Organization's acceptance of the terms of this Avocado Organizational License Agreement (the "Agreement") as follows:

1. The Collection may be used only for linguistic research and technology development including but not limited to information retrieval, text classification, natural language processing, machine learning, social and organizational analysis, and like fields. If Organization is a for-profit LDC member, it may use the Collection to develop commercial technology only with the prior written permission of Owners.
2. Any system or media on which the Collection is stored must have its access controlled and limited (for example, by password) to authenticated users within the Organization who have signed the Avocado Collection End User Agreement attached hereto as Attachment A ("End User Agreement"). Signed End User Agreements shall be maintained by the Organization on file and made available to LDC for inspection upon request.
3. In no event shall the Organization publish, transmit, display, redistribute or otherwise reproduce any or all of the Collection in any format to anyone, except as allowed in Sections 1 and 2.
4. No person may be given access to the Collection until they have signed the End User Agreement.
5. Certain information in the Collection (e.g., some forms of what may be considered personally identifying information) has been redacted or obscured. The Organization agrees to redact additional information on written instruction from LDC. The Organization must maintain a current email address on file with LDC until and unless the Organization informs LDC that it has completed its use of the Collection and destroyed all copies.
6. In the event the Organization or one of its End Users violates the terms of the Agreement, then upon notice from Owners or LDC the Organization and its End Users shall cease use of the Collection and destroy all copies of the Collection and other documents that contain excerpts from the Collection. The Owners and LDC each also reserve the right to bar subsequent access to the Collection.
7. THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT **THE AVOCADO COLLECTION** IS PROVIDED ON AN "AS-IS" BASIS AND THAT LDC AND ITS HOST INSTITUTION THE UNIVERSITY OF PENNSYLVANIA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED. IN NO EVENT SHALL LDC OR ITS HOST INSTITUTION BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY

8. The Owners are an intended third party beneficiary of this Agreement.

Two signatures are required, one from an individual who is authorized to make legal commitments on behalf of the Organization and a second by the person who will be responsible for the use of the collection. If these are the same person, that person should sign twice.

Agreed to by Organization

Authorized signature:

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

Name: \_\_\_\_\_

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

Organization Name: \_\_\_\_\_

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

Person responsible for use of the Collection:

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

Printed Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

FOR LDC:

\_\_\_\_\_  
Christopher Cieri

Executive Director

## ATTACHMENT A

### Avocado Collection End User Agreement LDC2015T03

\_\_\_\_\_ (“End User”), a person engaging in linguistic research or technology development, agrees to use the data designated as The Avocado Collection (the “Collection”) and distributed by the Linguistic Data Consortium (“LDC”) subject to the following understandings, terms and conditions.

The owners of the Collection, Sherwood Partners (“Owners”), have made it available for use in linguistic research and technology development for the public good. The data was provided to LDC for distribution under a specific set of restrictions that require LDC to impose the following conditions on its use.

The Collection may contain sensitive personally identifiable information that requires protections different from, and in some cases more restrictive than, other types of linguistic resources that End User may previously have worked with. Please read this agreement carefully.

In consideration for access to the Collection, End User agrees to abide by the following terms:

1. End User may not redistribute the Collection, in whole or in part, or give access to the Collection, to any person at, or outside of, End User's organization.

2. The Collection may only be used for linguistic research and technology development including but not limited to information retrieval, text classification, natural language processing, machine learning, social and organizational analysis and like fields.

3. End User may not publicly reproduce, in whole or in part, any document from the Collection for any purpose, including use as examples in scientific papers. Synthetic examples that illustrate the form and nature of the content, but that contain no actual information from the Collection, may be made public (e.g., as examples in scientific papers). Because the Collection may contain information that qualifies as personally identifiable information under some definition, no portion of the Collection, however small, may be publicly reproduced.

4. End User may not place any work derived from the Collection on an Internet accessible server unless access to that server is controlled and limited (for example, by password) to authenticated users within End User's organization who have signed the End User Agreement.

5. End User may not use the name of the company that created the Collection in public or private discussions or in print; End User may only identify it, and the Collection, by the pseudonym "Avocado." End User may use only the following prescribed text to describe the company:

"Avocado was an Information Technology software and services firm developing products for the mobile Internet market, operating from the late 1990s to the middle of the first decade of the 21st century."

Moreover, End User may not identify, or speculate on the identity of, any investor in the company in conjunction with End User's use of the Collection, even if that information is available from public sources.

6. Due to the potential presence of personally identifiable information in the Collection, End User will obtain whatever training and approval is required by their organization for working with human subjects data.

7. If End User becomes aware of a breach of any of the terms of this End User Agreement, by End User or by others, End User must report this promptly to the person responsible for the use of the Collection at End User's organization.

8. In the event that End User violates the terms of this Avocado Collection End User Agreement, then upon notice from the Owners or LDC End User shall cease use of the Collection and destroy all copies of the Collection and other documents that contain excerpts from the Collection. The Owners and LDC each also reserve the right to bar subsequent access to the Collection by End User.

9. The Owners are a third party beneficiary of this Avocado Collection End User Agreement.

I have read and understood the terms of this Avocado Collection End User Agreement and I hereby agree to it.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

The person responsible for the use of the Collection at End User's organization must retain a signed copy of this End User Agreement on file.