CLEF 2007 End User Agreement

INSTRUCTIONS for COMPILATION

Please compile and submit the end-user agreement in two original signed copies (this page is NOT part of the agreement).

Please complete the reference (Reference: ELDA/CLEF2007/xxx) at the top of page 1 of the contract with the name of your institution.

Each page of the agreement should also be initialed (the person signing the agreement should put his/her initials on each and all pages).

The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project - the person signing this Agreement should be the person authorized by the institution for such signatures (e.g. Department or Administrative Head or similar).

In Exhibit A, please tick the boxes for the language resources you are requesting.

In Exhibit B, you must insert the address of the location where the data will be used.

In Exhibit C, indicate clearly which tasks you will be performing. You are only entitled to have access to data for these tasks. If, due to circumstances beyond your control, you are unable to complete any or all of these tasks, you should inform us.

If you later decide that you would like to perform an additional task, please inform us and we will send you an addendum to the agreement if additional data is needed.

All forms must be sent by mail to:

Eneko Agirre Informatika Fakultatea Manuel Lardizabal pasealekua, 1 20.018 – Donostia (Spain)



Cross- Language Evaluation Forum

LANGUAGE RESOURCES

END-USER AGREEMENT

(Reference: ELDA/CLEF2007/ Please Insert Name of End-User here)

This agreement is made by and between:					
(hereinafter called END-USER), having its principal place of business at:					
AND					

ELDA S.A., the distribution agency commissioned by ELRA, (acting on behalf of the CLEF Project¹, 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 ELDA or the CLEF 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.
- 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 2007.
- 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

¹ The term 'CLEF Project' refers to the CLEF evaluation initiative currently running as an activity of the DELOS Network of Excellence and documented at http://www.clef-campaign.org/

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 PROVIDERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. CLEF and PROVIDERS give no warranty for merchantibility 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.
- 15. Signature of the present agreement by END-USER indicates the END-USER's intention to participate in the CLEF system evaluation activity for the tasks stated in Exhibit C.
- 16. END-USER will maintain and post a list of people with current and recently-terminated access to the **Language Resources**. END-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 END-USER.
- 17. END-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 END-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 END-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 END-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	On behalf of the CLEF Consortium
Name:	Name: Khalid CHOUKRI
Title:	Title: ELDA Managing Director
Date:	Date:

EXHIBITS

Exhibit A: Language Resources

Please tick both resources:
 □ British-English dataset: The Herald 1995 - Copyright SMG Newspapers, UK □ American-English dataset: Los Angeles Times 1994 - Copyright Los Angeles Times - distribution rights ELDA (Evaluation and Language Resources Distribution Agency).
Exhibit B: SITE OF USE: (insert here below the address of the location where the data will be used)
EXHIBIT C: Tasks to be carried out by USER
Indicate clearly below in which tracks/tasks you will be participating.
☐ Joint Semeyal-CLEF WSD-CLIR task

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.