ELRA - Distribution Agency (ELDA)
55-57 Rue Brillat-Savarin,
F-75013, PARIS,
FRANCE
Tel. +33 1 43 13 33 33
Fax. +33 1 43 13 33 30

EUROWORDNET DATA **DISTRIBUTION AGREEMENT**

<Language> WordNet

May 20, 1999

AGREEMENT-Model
Ref. ELDA/99XXXX

Between:

....

Address

....

represented by ....……………………………………..,

duly authorised to sign this agreement

for the purpose of this agreement, acting as the PROVIDER of the <Language> wordnet:

and

ELDA, (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at: 55-57 Rue Brillat-Savarin - 75013 Paris, FRANCE, registered at the Tribunal de commerce de Paris : RCS Paris B 402 781 876 (95b147 95) represented by Khalid CHOUKRI, Managing Director

whereby it is agreed as follows:

Ia Definition of Terms

Background and Foreground
as defined by the terms and conditions of the EuroWordNet contracts (LE2-4003 and LE4-8328)[1]

Background	"*Background*" means *Background Information* and *Background Rights*.
Background Information	"*Background Information*" means all information (excluding *Foreground Information*), owned or controlled by an **OWNER** in the same fields as, or fields related to, the **Project**.
Background Rights	"*Background Rights*" means patent applications, patents, registered designs, copyrights (including the copyright on software in any code) and other similar statutory rights, as well as applications for any such rights, (excluding *Foreground Rights*), owned or controlled by an **OWNER** in the same fields as, or fields related to, the **Project**.
Foreground	"*Foreground*" means *Foreground Information* and *Foreground Rights*.
Foreground Information	"*Foreground Information*" means all information generated by any *Contractor*, or third party working for it, in the performance of the **Project**.
Foreground Rights	"*Foreground Rights*" means patents, registered designs, copyrights (including the copyright on software in any code) and other similar statutory rights, as well as applications for any such rights, resulting from the performance of the **Project**.
Project	EuroWordNet (LE2-4003 and LE4-8328)

Remaining Terms and Definitions

EUROWORDNET DATA	The EUROWORDNET DATA are the results of the EuroWordNet project, funded by the European Commission as projects LE2-4003 and LE4-8328. The EUROWORDNET DATA, further specified in Exhibit A, is owned by the OWNERS, provided by the PROVIDER and distributed by the DISTRIBUTOR. The EUROWORDNET DATA consist of different module. Different copy rights and OWNERship hold for each module.
LR(1)	EUROWORDNET DATA that is Foreground as defined above
LR(2)	EUROWORDNET DATA that is partly Foreground and partly Background as defined above.
LR(3)	Software (partly foreground and partly background) for supporting EUROWORDNET DATA
DISTRIBUTOR:	The DISTRIBUTOR will license the EUROWORDNET DATA to the User as specified in this agreement.
PROVIDER:	The PROVIDER provides the EUROWORDNET DATA to the DISTRIBUTOR as specified in this agreement and rightfully granted by the OWNERS.
OWNERS:	The legal copy right holders of EUROWORDNET DATA or a module of the EUROWORDNET DATA as specified in Exhibit C.
USER:	A USER obtains a license from the DISTRIBUTOR to use the EUROWORDNET DATA as specified in the terms and conditions of the license.
VAR:	Value Added Reseller (VAR) is an enterprise, institute or organisation involved in commercial activities making use of, related to, or derived from the EUROWORDNET DATA.
END-USER:	An END-USER is an Academic Research Institute granted the non-exclusive right (licensed by the DISTRIBUTOR) to use the EUROWORDNET DATA for the purpose of their research only. An END-USER is not allowed to distribute the EUROWORDNET DATA in any format, nor products or data derived or based on the EUROWORDNET DATA.
LICENSE:	Agreement between USER and DISTRIBUTOR to obtain the non-exclusive right to use the EUROWORDNET DATA according to the conditions and terms specified in the agreement.
END-USER-LICENSE:	LICENSE as an END-USER.

[1] The term "Contractor" in the original text of the EC-contract has been replaced by OWNER, for the purpose of this agreement.

COMMERCIAL-VAR-LICENSE	LICENSE (referred to as VAR-C) that gives VAR the non-exclusive right to create derivative products or services from the EUROWORDNET DATA for internal research purposes and/or internal technology development as well as a non-exclusive right to distribute and market, according to VAR's commercialisation policies, any derived product or service from the EUROWORDNET DATA by VAR in accordance with the purposes of distribution agreed herein.
INTERNAL-VAR-LICENSE	LICENSE (referred to as VAR-I) that gives VAR the non-exclusive right to create derivative products or services from the EUROWORDNET DATA for strictly internal research purposes and/or internal technology development. They are not authorised to distribute and market any derived product or service based on the EUROWORDNET DATA.
EVALUATION-LICENSE	LICENSE (referred to as VAR-E) that gives VAR the non-exclusive right to test preliminary results. A testing-license is a non-commercial INTERNAL-VAR-LICENSE and terminates after 3 months.

Ib Conditions

1. The OWNERS of the copyright in the EUROWORDNET DATA (described below and in details in annex A, including the respective ownership and copyrights), hereby grant to ELDA a non-exclusive licence, subject to the terms of this Agreement, to reproduce on electronic media and distribute by way of sale under sublicense the following EUROWORDNET DATA prepared within the EuroWordNet project (LE2-4003 and LE4-8328):

   - LR(1): Data of layer 1 consisting of the Foreground of the project , funded within the projects LE2-4003 and LE4-8328, and described in Annex A.
   - LR(2) Data of layer 2 consisting of partly Foreground and partly Background resources as described in Annex A.
   - LR(3) Software consisting of partly Foreground and partly Background resources as described in Annex A.

2. PROVIDER certifies that the above mentioned OWNERS are the rightful holders of the EUROWORDNET DATA, as object of this agreement and described in Exhibit A.

3. PROVIDER grants DISTRIBUTOR, who accepts, the non-exclusive right to distribute the EUROWORDNET DATA described in Exhibit A. "Distribution" shall mean that PROVIDER enables DISTRIBUTOR to market the EUROWORDNET DATA according to DISTRIBUTOR's marketing, distribution and commercialization policies. Distributor shall not, directly, or via one of its authorised agents, distribute the EUROWORDNET DATA otherwise than to 4 categories of users:

   - Group a: VARs (Value Added Reseller) will be granted a non-exclusive right (VAR) to create derivative products or services from the EUROWORDNET DATA for internal research purposes and/or internal technology development as well as a non-exclusive right to distribute and market, according to VAR's commercialisation policies, any derived product or service from the EUROWORDNET DATA by VAR in accordance with the purposes of distribution agreed herein.

   - Group b: VARs (Value Added Reseller) will be granted a non-exclusive right (VAR-I) to create derivative products or services from the EUROWORDNET DATA for strictly internal research purposes and/or internal technology development. They are not authorised to distribute and market any derived product or service based on the EUROWORDNET DATA.

   - Group c: VARs (Value Added Reseller) will be granted an "evaluation licence" (VAR-E), a non-exclusive right to test preliminary results. An evaluation license is non-commercial and shall be terminated after 3 months.

   - Group d: End-user customers consisting of academic research institutions, engaged in *bona fide* language engineering research, and exclusively for the purposes of their language engineering research activities;

4. DISTRIBUTOR will propose technical support to Users according to clauses defined in annex D.

5. Users shall not, without the authorization of DISTRIBUTOR, make available to the public all or a substantial part of the contents of the EUROWORDNET DATA**,** evaluated quantitatively and/or qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution. Users are not allowed to make the EUROWORDNET DATA available to third parties in any form that allow to reconstruct the original data.

6. The EUROWORDNET DATA may be duplicated by DISTRIBUTOR as indicated in Exhibit C. DISTRIBUTOR is also authorized to reproduce, in whole or in part, the EUROWORDNET DATA, as well as the accompanying DOCUMENTATION and MANUAL for the purposes of distribution.

7. DISTRIBUTOR agrees to pay OWNERS a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C. The type of resources that will be made available to each category is given in annex C.

8. PROVIDER of "Language XX (<Language>) " accepts to grant a free END-USER-LICENCE to each of the other partners who accept to grant him a free END-USER-LICENCE for their own language.

9. DISTRIBUTOR will send the PROVIDER a 6-monthly overview of the issued licenses of the wordnets, describing who obtained what type of license. PROVIDER shall use all the documents, information and data which are received from the distributor solely for the purpose of this AGREEMENT. As long and to the extent to which such documents and information have not become public domain, PROVIDER shall treat such documents and information as confidential vis-a-vis any third party. Such confidentiality obligation shall survive any termination of the AGREEMENT for any reason whatsoever.

10. DISTRIBUTOR shall give appropriate references to OWNERS in scholarly literature when the EUROWORDNET DATA are mentioned. DISTRIBUTOR shall not use the name of OWNERS in any publication in any manner that would imply an endorsement of the OWNERS or any product or service offered by the OWNERS.

11. The OWNERS give no warranty for merchantability and/or fitness for a particular purpose of the EUROWORDNET DATA.

12. DISTRIBUTOR gives no warranty for the commercial success of its marketing efforts.

13. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other, in connection with the distribution of EUROWORDNET DATA.

14. Neither party shall be held responsible for any delay or failure in performance caused by « force majeure » or other causes beyond the parties' control and without the parties' fault or negligence. Should such event occur, all obligations in this AGREEMENT should be sustained throughout the duration of the event.

15. This Agreement will cease to exist when the DISTRIBUTOR ceases to exist or is taken over by another party.

16. This Agreement may not be modified otherwise than by further formal Agreement in writing between the parties.

The entire AGREEMENT is composed of the 16 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:

AUTHORIZED SIGNATURES :

________________	________________
On behalf of **PROVIDER**	On behalf of **ELDA**
Name:	Name: Khalid CHOUKRI
Title:	Title: Managing Director
Date:	Date:

EXHIBITS

II. EXHIBIT A: EUROWORDNET DATA description:

The EUROWORDNET DATA consists of the following modules:

A. LR(1) Common Components (All Foreground - Data of layer 1)

A.	The Inter-Lingual-Index, which is a list of records (ILI-records), in the form of synsets mainly taken from WordNet1.5 or manually created. An ILI-record contains: A.1 synset: set of synonymous words or phrases (mostly from WordNet1.5) A.2 part-of-speech, A.3 one or more Top-Concept classifications (Optional) A.4 one or more Domain labels (Optional) A.5 a gloss in English (mostly from WordNet1.5) A.6 a unique ID linking the synset to its source (mostly WordNet1.5)
B.	Top-Ontology: an ontology of 63 basic semantic classes based on fundamental distinctions. By means of the Top-Ontology all the wordnets can be accessed using a single language-independent classification-scheme. Top-Concepts are only assigned to ILI-records.
C.	Domain-ontology: an ontology of subject-domains optionally assigned to ILI-records.
D.	A selection of ILI-records, the so-called Base-Concepts, which play a major role in the different wordnets. These Base-Concepts form the core of all the wordnets. All the Base-Concepts are classified in terms of the Top-Concepts that apply to them.
E.	WordNet1.5 (91591 synsets; 168217 meanings; 126520 entry words) in EuroWordNet format.

B. LR(2) Language-Specific Components (Data of layer 2- partly Foreground and partly Background)

Wordnets produced in the first project (LE2-4003):

F.	Dutch wordnet
G.	English wordnet (additional relations which are missing in WordNet1.5)
H.	Italian wordnet
I.	Spanish wordnet

After extension of the project (LE4-8328):

J.	German wordnet
K.	French wordnet
L.	Czech wordnet
M.	Estonian wordnet

The specific wordnets are language-internal structures, minimally containing:

- set of variants or synonyms making up the synset
- part-of-speech
- language-internal relations to other synsets
- equivalence relations with ILI-records
- a unique-id linking the synset to its source

Each wordnet will be distributed with LR1 and will include documentation on LR1 and the distributed wordnet. All the data will be distributed as text-files in the EuroWordNet import format and as Polaris database files (see below LR3). The EuroWordNet viewer (Periscope, see below LR3) can be used to access the database version. Polaris has to be licensed to modify and extend the database version.

The wordnets are distributed without:

- glosses
- usage labels
- morpho-syntactic properties
- examples
- word-to-word translations

The information coded in the wordnets is based on resources owned by the OWNERS and have been further elaborated in the project. The result is partly **Background** and partly **Foreground**. The information is extracted using complicated programs and manual processing. WordNet1.5 is itself also distributed as part of EuroWordNet and is as such free. WordNet1.5 is the property of Princeton University.

C. Software LR(3)

The multilingual EUROWORDNET Database (partly **Foreground,** partly **Background)** consists of three components:

- The actual wordnets in Flaim database format: an indexing and compression format of Novell.
- Polaris (Louw 1997): a wordnet editing tool for creating, editing and exporting wordnets.
- Periscope (Cuypers and Adriaens 1997): a graphical database viewer for viewing and exporting wordnets.

The Polaris tool is a re-implementation of the Novell ConceptNet toolkit (Díez-Orzas et al 1995) adapted to the EuroWordNet architecture. Polaris can import new wordnets or wordnet fragments from ASCII files with the correct import format and it creates an indexed EUROWORDNET Database. Furthermore, it allows a user to edit and add relations in the wordnets and to formulate queries. The Polaris toolkit makes it possible to visualise the semantic relations as a tree-structure that can directly be edited. These trees can be expanded and shrunk by clicking on word-meanings and by specifying so-called TABs indicating the kind and depth of relations that need to be shown. Expanded trees or sub-trees can be stored as a set of synsets, which can be manipulated, saved or loaded. Additionally, it is possible to access the ILI or the ontologies, and to switch between the wordnets and ontologies via the ILI. Finally, it contains an interface to project sets of synsets across wordnets.

The Periscope program is a public viewer that can be used to look at wordnets created by the Polaris tool and to compare them in a graphical interface. Word meanings can be looked up and trees can be expanded. Individual meanings or complete branches can be projected on another wordnet or wordnet structures can be compared via the equivalence relations with the Inter-Lingual-Index. Selected trees can be exported to text files. The Periscope program cannot be used for importing or changing wordnets.

N.	The Polaris program is partly Background and partly Foreground. It is property of Lernout & Hauspie and can be licensed as a EuroWordNet result, either directly from Lernout & Hauspie or from ELRA.
O.	The Periscope viewer is property of Lernout & Hauspie and is Foreground.

D. The licenses

In this agreement LR(1) (Data of layer 1-Foreground) refers to:
resources A, B, C, D, E.

In this agreement LR(2) (Data of layer 2- partly Foreground and partly Background) refers to:
resources F, G, H, I, J, K, L, , and M.

In this agreement LR(3) (Software - partly Foreground and partly Background) refers to:
Software N and O.

III. EXHIBIT B: MEANS OF DATA DELIVERY:

Means of delivery: CDROM
Duplication of data: DISTRIBUTOR

IV. EXHIBIT C : PAYMENT SCHEDULE:

The revenues are shared on the following basis: ELRA= 30%, PROVIDER = 70%
All prices are in ECUs.

The prices are based on the number of synsets in each wordnet and differ for the kind of usage and ELRA-membership:

	Price per 1K Synsets (KS) in ECUs
VAR-C	250 ECU/1KS
VAR-I (Internal use only)	150 ECU/1KS
VAR-E (Evaluation licence)	20 ECU/1KS
End-User (Academic institution - for research only)	10 ECU/1KS

	Prices per license					
Ksynsets Wordnet	**Var**	**Var-I**	**Var-E**	**End-User**	**Reduction**	**ELRA Member-ship factor**
1	250	150	20	10	0%	2
10	2500	1500	200	100	0%	2
20	5000	3000	400	200	0%	2
30	7500	4500	600	300	0%	2
40	10000	6000	800	400	0%	2
50	12500	7500	1000	500	0%	2
60	15000	9000	1200	600	5%	2
70	17500	10500	1400	700	5%	2
80	20000	12000	1600	800	5%	2
90	22500	13500	1800	900	5%	2
100	25000	15000	2000	1000	10%	2
120	30000	18000	2400	1200	10%	2
140	35000	21000	2800	1400	10%	2
150	37500	22500	3000	1500	10%	2
160	40000	24000	3200	1600	20%	2
170	42500	25500	3400	1700	20%	2
180	45000	27000	3600	1800	20%	2
190	47500	28500	3800	1900	20%	2
200	50000	30000	4000	2000	20%	2

Above 60Ksynsets a reduction of 5% is offered, above 100Ksynsets a reduction of 10% and above 160Ksynsets a reduction of 20%. If multiple wordnets are obtained, the total is cumulated and the reduction is based on the cumulative total.. The percentage reduction is deducted from each wordnet. For example, if one obtains 3 wordnets of 10KS, 20KS and 40 KS, the total amount is 70KS. The prices for an ELRA member are then as follows:

	Prices in ECU for ELRA members without reduction				**Prices in ECU for ELRA members with reduction of 5%**			
	10KS wordnet	**20KS wordnet**	**40KS wordnet**	**Total 70KS**	**10KS wordnet**	**20KS wordnet**	**40KS wordnet**	**Total 70 KS**
VAR-C	2500	5000	10000	17500	2250	4500	9000	15750
VAR-I	1500	3000	6000	10500	1350	2700	5400	9450
VAR-E	200	400	800	1400	180	360	720	1260
End-User	100	200	400	700	90	180	360	630

Since the total is between 60 and 100KS, there will be a 5% reduction. The reduction will be distributed over each wordnet. The PROVIDER of each wordnet will therefore receive the reduced price in the right-side columns. Non-ELRA members pay a double price.

Below are two examples for a <Language> wordnet with 30KSynsets and 40KSynsets.

<Language> Wordnet (30KSynsets	**Price in ECUs for ELRA Member**	**Price in ECUs for non-Member**
VAR-C	7,500 ECU	15,000 ECU
VAR-I (Internal use only)	4,500 ECU	9,000 ECU
VAR-E (Evaluation licence)	600 ECU	1,200 ECU
End-User (Academic institution - for research only)	300 ECU	600 ECU

<Language> Wordnet (40KSynsets	**Price in ECUs for ELRA Member**	**Price in ECUs for non-Member**
VAR-C	10,000 ECU	20,000 ECU
VAR-I (Internal use only)	6,000 ECU	12,000 ECU
VAR-E (Evaluation licence)	800 ECU	1,600 ECU
End-User (Academic institution - for research only)	400 ECU	800 ECU

Ownership and Copy Rights

The following parties are copy-right holders of EuroWordNet results:

1. Faculteit Geesteswetenschappen, Universiteit van Amsterdam (AMS)
2. Université d' Avignon (AVI)
3. Memodata (MEM)
4. Universität Tübingen (TUE)
5. Istituto di Linguistica Computazionale del CNR, Pisa (ILC)
6. University of Sheffield (SHE)
7. Fundación Universidad Empresa (FUE)
8. University of Masaryk (BRN)
9. University of Tartu (TAR)
10. Lernout & Hauspie, Ieper (LHS)
11. Van Dale Lexicografie (VDL)
12. Princeton University, USA (PUU)

The ownership and copyrights of the resources are as follows:

LR1 Property Rights:

A.	The Inter-Lingual-Index, which is a list of records (ILI-records), in the form of synsets mainly taken from WordNet1.5 or manually created. An ILI-record contains: A.1 synset: set of synonymous words or phrases (mostly from WordNet1.5) A.2 part-of-speech, A.3 one or more Top-Concept classifications (Optional) A.4 one or more Domain labels (Optional) A.5 a gloss in English (mostly from WordNet1.5) A.6 a unique ID linking the synset to its source (mostly WordNet1.5)	AMS, AVI, MEM, TUE, ILC, SHE, FUE, BRN, TAR, PUU
B.	Top-Ontology: an ontology of 63 basic semantic classes based on fundamental distinctions. By means of the Top-Ontology all the wordnets can be accessed using a single language-independent classification-scheme. Top-Concepts are only assigned to ILI-records.	AMS, AVI, MEM, TUE, ILC, SHE, FUE, BRN, TAR
C.	Domain-ontology: an ontology of subject-domains optionally assigned to ILI-records.	AMS, AVI, MEM, TUE, ILC, SHE, FUE, BRN, TAR
D.	A selection of ILI-records, the so-called Base-Concepts, which play a major role in the different wordnets. These Base-Concepts form the core of all the wordnets. All the Base-Concepts are classified in terms of the Top-Concepts that apply to them.	AMS, AVI, MEM, TUE, ILC, SHE, FUE, BRN, TAR, PUU
E.	WordNet1.5 (91591 synsets; 168217 meanings; 126520 entry words) in EuroWordNet format.	PUU

LR2 Property Rights:

F.	Dutch wordnet	AMS, VDL
G.	English wordnet extension (additional relations which are missing in WordNet1.5)	SHE
H.	Italian wordnet	ILC
I.	Spanish wordnet	FUE
J.	German wordnet	TUE
K.	French wordnet	AVI, MEM
L.	Czech wordnet	BRN
M.	Estonian wordnet	TAR

LR3 Property Rights:

N.	The Polaris program is partly Background and partly Foreground. It is property of Lernout & Hauspie and can be licensed as a EuroWordNet result, either directly from Lernout & Hauspie or from ELRA.	LHS
O.	The Periscope viewer is property of Lernout & Hauspie and is Foreground.	LHS

V. Annex D Technical Support

Technical support may be provided by members of the consortium. It will be implemented through bilateral agreements between the User and the member of the consortium responsible for the data acquired by User. As an indication the support contract will be on a yearly basis and will cost 10-20 KECU/Year.