



R&D License Agreement

EBERHARD KARLS
UNIVERSITÄT
TÜBINGEN



GERMANET DATA INTERNAL R&D LICENSE AGREEMENT

Between:

<INSTITUTE>

<ADDRESS>

<represented by >

duly authorised to sign this Agreement,

hereinafter referred to as the LICENSEE of GERMANET DATA,

and

Seminar für Sprachwissenschaft

Abt. Computerlinguistik

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represented by Prof. Dr. Erhard W. Hinrichs, Director,

hereinafter referred to as the LICENSOR of GERMANET DATA,

**the following Agreement is made, and shall be effective as of
<Month, Day, Year>**

LICENSE CONDITIONS

DEFINITIONS

- a. "Agreement" shall mean this entire agreement which is composed of the 25 clauses herein together with Appendices B and C thereafter.
- b. "GERMANET DATA" as described in APPENDIX B, are the results of the SLD project, funded by the Ministerium für Forschung, Bildung und Kunst Baden-Württemberg. The GERMANET DATA are property of the LICENSOR, the Seminar für Sprachwissenschaft, Abt. Computerlinguistik, represented by Prof. Erhard Hinrichs, as legal copy right holder of GERMANET.
- c. "Software" shall mean proprietary GERMANET DATA software, including all versions, updates, releases, derivative works, modifications and documentation relating thereto or thereof that may be provided by LICENSOR to LICENSEE.
- d. "Derived product or service" shall mean any derivative work that is based on the GERMANET DATA, such as revision, enhancement, modification, translation, localization, abridgement, condensation, expansion, or any other form into which the GERMANET DATA may be transformed or that, if prepared without the authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement.

GRANT

1. The LICENSOR of the GERMANET DATA hereby grants to LICENSEE a non-exclusive R&D LICENSE, subject to the terms of this Agreement.

INTERNAL R&D LICENSE

2. LICENSOR grants LICENSEE a non-exclusive non-transferable right to create derivative products or services from the GERMANET DATA for the purpose of strictly internal research and/or internal technology development conducted on the premises of LICENSEE. LICENSEE is not allowed to distribute and market any derived product or service based on the GERMANET DATA. Such rights are subject to a different license agreement which can be negotiated with LICENSOR upon demand.

3. Within thirty (30) days from the termination or expiration of this agreement, LICENSEE will provide LICENSOR with a copy of all data or programs developed by LICENSEE in conjunction with the GERMANET DATA for research and development purposes. Commercial use of such data or programs shall require the execution of a separate agreement with the LICENSEE.

OBLIGATIONS

4. LICENSEE undertakes to treat as confidential and keep secret any information about or related to the Software conveyed to the LICENSEE by LICENSOR.
5. LICENSEE undertakes to respect LICENSOR's intellectual property rights with regard to the GERMANET DATA. These include all trademarks, tradenames, good will associated with trademarks and tradenames, copyrights, patents, trade secrets, know how, rights of confidentiality and confidence, and any other intellectual property rights and all applications for any of the above or any registration thereof.
6. The GERMANET DATA shall neither be assigned nor sub-licensed to any other third party or joint venture partner by the LICENSEE.
7. LICENSEE grants LICENSOR the right to publicly disclose the existence of this Agreement in LICENSOR's public documentation, including but not limited to information on GermaNet website or in GermaNet leaflets.
8. The linguistic content of the GERMANET DATA shall not be altered, modified or changed by the LICENSEE without prior written LICENSOR's consent and agreement.
9. LICENSEE shall inform LICENSOR in written form about internal products and internal services based on GERMANET DATA and grant the LICENSOR the right to their usage for research purposes.
10. LICENSEE agrees to acknowledge the use of the GERMANET DATA in all publications reporting on results obtained with the help of the GERMANET DATA and to give appropriate references to LICENSOR in scholarly literature when the GERMANET DATA are mentioned. The GERMANET DATA shall be cited as follows: GermaNet Copyright © 1996,2001 by University of Tübingen.
11. LICENSEE shall ensure that no persons or institutions other than persons that are in the employ of LICENSEE or that are members of a research project conducted on the premises of LICENSEE will get access to the GERMANET DATA or parts thereof. Other persons or institutions seeking to use the GERMANET DATA for research purposes or commercial purposes should be directed to LICENSOR for license agreements.
12. LICENSEE may only use the GERMANET DATA on multi-user computer systems housed on the premises of LICENSEE and may archive a suitable number of back-up copies of the GERMANET DATA.
13. LICENSEE shall not, without the authorization of LICENSOR, make available to the public all or a substantial part of the contents of the GERMANET DATA, evaluated quantitatively and/or

qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution.

14. LICENSEE shall not, without the authorization of LICENSOR, make the GERMANET DATA available to third parties in any form that allows to reconstruct the original data.
15. GERMANET DATA are provided to LICENSEE "as is", without any warranty and without any guaranty of its usability. LICENSOR excludes all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the LICENSEE in connection with the distribution of GERMANET DATA.

PAYMENT

16. This LICENSE is granted by LICENSOR to LICENSEE according to the payment schedule in APPENDIX A. The fee is to be paid within thirty (30) days after the effective date.
17. LICENSOR will offer LICENSEE updates of the GERMANET DATA, as these become available for distribution. Any such updates of the GERMANET DATA will be subject to the same licensing conditions that are stated in this Agreement. LICENSOR has the right to claim an additional fee for updates which are considered qualitatively or quantitatively substantial.

DISTRIBUTION

18. GERMANET DATA will be distributed within thirty (30) days after the effective date on CD-ROM or any other medium the partners agree upon.

TERM

19. The term of this LICENSE shall be for a period of two years from the effective date on. LICENSEE may seek an extension of the LICENSE no later than thirty (30) days before expiry.

TERMINATION

20. Either LICENSOR or LICENSEE may terminate this LICENSE at any time by notifying the other party in writing thirty (30) days before the date of termination. In addition, LICENSOR may terminate this LICENSE immediately upon LICENSEE's breach of conditions by notifying LICENSEE of termination.

RIGHTS

21. All rights not specifically granted in this LICENSE are reserved by LICENSOR.
22. LICENSOR confirms that LICENSEE is exempt from obligations which originate from the rights of third parties.
23. Neither party shall be held responsible for any delay or failure to perform any of its obligations caused by "force majeure". Should such event occur, the party experiencing such delay is obliged to inform the other party thereof.

MODIFICATION OF LICENSE

24. This LICENSE can only be modified by further formal Agreement in writing between LICENSOR and LICENSEE.

DISPUTES

25. This LICENSE shall be governed by German Law. Place of jurisdiction is Tübingen.

The entire Agreement is composed of the 25 clauses herein together with Appendices A, B and C thereafter.

In witness whereof, intending to be bound, the parties here to have hereunder set their hands and executed this LICENSE by their duly authorized representatives:

AUTHORIZED SIGNATURES :

On behalf of **LICENSEE**

Name:

Title:

Date:

On behalf of **LICENSOR**

Name: Erhard W. Hinrichs

Title: Professor and Director

Date:

APPENDIX A: Price schedule in EURO

GERMANET DATA Size of Wordnet	Commercial License	Internal-R&D-License	Academic-Research License
Release 3.0 (34 173 Synsets, 29.01.2001)	upon request	4000*	250*
price of Release 3.0 for EWN-German WN licensees	upon request	1750*	100*
Release 4.0 (41 777 Synsets, 12.10.2001)	upon request	5000*	300*
price of Release 4.0 for EWN-German WN licensees	upon request	2750*	150*

* LICENSEE will be liable for all handling charges (including commission and expenses) imposed by LICENSOR's bank on any international money transfer by LICENSEE to LICENSOR: 25,56 EURO.

APPENDIX B: GERMANET DATA description:

GermaNet is an on-line lexical-semantic database for German that has been structured along the same lines as the Princeton WordNet for English.

GermaNet models nouns, verbs, and adjectives in their basic semantic relations like hyponymy, meronymy, and antonymy, and constitutes a basic resource for word sense disambiguation within NLP applications.

The GermaNet data have been built within the SLD project, funded by the MBFK of the Land Baden-Württemberg, under the direction of Erhard Hinrichs and Helmut Feldweg.

Furthermore, Valérie Béchet-Tsarnos, Birgit Hamp, Michael Hipp, Claudia Kunze, Karin Naumann, Susanne Schüle, Rosemary Stegmann, Christine Thielen and Andreas Wagner participated in the construction of GermaNet.

The **GERMANET DATA** consist of the following modules:

data files (data.nomen, data.verb, data.adj) and **index files** (index.nomen, index.verb, index.adj) which are accessed by the retrieval software.

These files provide the following pieces of information for each synset:

- set of variants or synonyms making up the synset as basic unit of the wordnet
- part-of-speech
- semantic relations to other synsets
- usage labels (optional)
- glosses (optional)
- examples (optional)
- verb frames

GermaNet is still under development, and its coverage is constantly being extended. The current size of the database is (12.10.2001):

27 824 noun synsets
8 810 verb synsets
5 141 adjective synsets incl. pertainyms
2 adverb synsets
41 777 synsets
60 646 synonyms in synsets

APPENDIX C: Description of supporting software and licensing conditions

Princeton University has developed and made available supporting software for WordNet 1.5 and WordNet 1.6. The WordNet 1.5 software and its documentation have been adapted by the Abt. Computerlinguistik of the Seminar für Sprachwissenschaft at the Eberhard-Karls-Universität Tübingen so that it can be used in conjunction with the GERMANET DATA. The adaptations were developed and tested for UNIX systems.

The following software modules are available:

- *libwng.a*: This a C library which provides functions and data structures to access the GermaNet database in a C program.
- *gwn*: This is a command line interface to the GermaNet database. The program retrieves information about a word (e. g. the synsets which contain that word, information associated with these synsets (glosses etc.), or the synsets which are linked to these synsets by a certain type of semantic relation) from the GermaNet database and displays this information on the terminal.
- *gxwn*: This is an X Window interface to the GermaNet database. It implements the same search options as *gwn*, but provides a Window interface that makes it possible to select the options via menu buttons.

The software package comprises the source codes and makefiles for compilation and installation.

These software modules will be made available to LICENSEE under the following licensing conditions that have been issued by Princeton University:

This software and database is being provided to you, the LICENSEE, by Princeton University under the following license. By obtaining, using and/or copying this software and database, you agree that you have read, understood, and will comply with these terms and conditions:

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