

CLARIN Data User Agreement

“If the resources contain information that could be used for disclosing the identity of human subjects (Personal Data), the End-Users of such resources can be required to fill in an Application for use of restricted data from the CLARIN database and to accept an additional Data User Agreement (DUA) to ensure that they will use resources only for research, report the Personal Data only in aggregates expunging names and other personal and individual identifiers, not try to identify the persons based on the data, delete the data when it is no longer needed, etc. The Application has to be approved by the Content Provider prior to the disclosure of the restricted data to ensure that data intended for research purposes is used only for such purposes and that researchers are aware of the limitations on these data. Guidelines for the Application and the Data User Agreement have been drafted.”

1. Data User Agreement

Data User Agreement

Content Provider, operating through the CLARIN network has collected certain data (“CLARIN data”). Content Provider shall make these CLARIN data available, for the research user (“User”) subject to the terms of this Data User Agreement (“DUA”).

By accepting this DUA, the User agrees to the conditions set out in this DUA and affirms that CLARIN data will be used for research and analysis purposes only, and that these data will be used solely for the purposes specified in the Application for use of restricted data from the CLARIN database (“Application”).

By accepting the Application, the Content Provider authorizes the User and possible other researchers named in the Application, subject to the terms and conditions of this DUA a non-assignable limited term to use the CLARIN data for the purposes set forth in this DUA and the Application.

Licensing and other terms between User and Content Provider and/or CLARIN will be agreed separately.

1 Research Use

The User agrees to use the CLARIN data only for the research purposes specified in this DUA and the attached Application. Any use not expressly described in the DUA or the Application is prohibited. Prohibited use includes, but is not limited to, any commercial or business use.

Use of the CLARIN data for a research project other than the one described in the Application will not be undertaken until after a separate Application for that project has been submitted to, and approved by, the Content Provider.

2 Confidentiality

The User agrees to maintain the confidentiality of the CLARIN data, including not releasing, and prohibiting others from releasing, any information that identifies persons, directly or indirectly.

User will ensure that the CLARIN data with identifiers are kept in a physically/electronically secured environment and access will be given only to authorized researchers as named in the Application. User shall not try to identify persons based on the CLARIN data obtained via this agreement, including through such means as linkage with other databases.

3 Non-Assignability and other researchers

Neither this agreement nor the use of the CLARIN data may be assigned by the Users to other persons without the prior written consent of the Content Provider. User agrees not to distribute, sell, or permit others to use the CLARIN data. The User shall not allow access to these CLARIN data in full or in part to any person without the separate written permission, unless these researchers are named in the Application and accepted by the Content Provider.

The User agrees to inform these researchers who use the CLARIN data and are named in the Application about the policies and procedures related to this DUA. All researchers named in the Application working with the CLARIN data must comply with the provisions of this DUA. The User bears the ultimate responsibility for ensuring this compliance.

4 Reporting of Research

Reporting of research will be in aggregate, with all names and other personal individual identifiers expunged. User will not present or publish these CLARIN data in a manner in which any individual can be identified.

5 No Warranties

The CLARIN data is released "as is" without warranty of any kind. The entire risk of the quality and performance of the CLARIN data is assumed by the User. The User agrees that he or she will not hold, or attempt to hold, Content Provider or CLARIN responsible for any damages, including any incidental or consequential damages arising from the use of, or inability to access the requested CLARIN data files to the extent allowed by national law.

6 Termination

User shall delete the CLARIN data that is no longer needed. However the CLARIN data shall always be destroyed one year after the research project in question has been completed.

The term of this agreement and hence, the authorization to use the CLARIN data, is the shorter of two years from the date of accepting this agreement, or upon written notice of termination by the parties. Content Provider and/or CLARIN may terminate this agreement at any time for any reason by providing written notice by email to the User or to any one of researchers named in the Application.

In addition, this agreement and the rights granted will terminate automatically upon any substantial breach by User or other researchers named in the Application of the terms of this agreement. At the

time of termination of this agreement, the User agrees to destroy immediately the CLARIN data files. The provisions of the Application and the DUA that protect personal information survive the termination of this DUA as well as the termination or completion of the research project and the research thereunder.

7 Provisions relating to use by third parties

- a. The Repository shall require third parties to whom the Content (or substantial parts thereof) is made available to include in the research results a clear reference to the Content from which data have been used. The reference must comply with the CLARIN Infrastructure Terms of Use.

8 Death of the Depositor

- a. Following the death of the Depositor, or in the event that the Depositor's organization ceases to exist, Content in the 'Restricted Access' category shall automatically be transferred to the 'Public' category. This is not applicable if Content contains personal data or such material, which copyright moves to the heirs of the original copyright owner.

9 Liability

- a. The Repository accepts no liability in the event that all or part of Content is lost.
- b. The Repository accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made Content available.

10 Term and termination of the Agreement

- a. This Agreement shall come into effect on the date on which the Repository receives the Content (hereafter the deposit date) and shall remain valid for an indefinite period. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing. It is possible to change the agreed access category at any time during the term of the Agreement.
- b. Notwithstanding point (a), this Agreement shall end when Content is removed from the data archive in accordance with Article 5 of this Agreement.
- c. If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Depositor under similar conditions if possible.

11 Applicable Law

|WHAT| law is applicable to this agreement.

Access categories for Content

The Repository is permitted to distribute Content and make it available by means of the method mentioned below and, if indicated below making use of the additional option non-commercial

You have chosen:

[Public: unrestricted access]

The Repository is permitted to make content available to all persons, legal entities and organisations for any purposes.

[Academic Access only]

The Repository is permitted to make Content available to all persons and organizations registered with the Repository for the purpose of Academic research, study or teaching.

[Restricted Access: access with the permission of the Repository]

The Repository is permitted to make the Content available to persons, legal entities and organisations registered with the Depositor only after receiving express permission from the Depositor.

You have additionally chosen:

[Restriction: Non-Commercial]

Content is not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

[Restriction: Grant back]

If a Derivate version of Content is created, it has to be licensed with the same license as the original Content.

[Restriction: Notification]

If the Content is used in a published article or other work, a notification to Depositor about the publication is required.

The Depositor hereby agrees to the above provisions and the general code(s) of conduct referred to in this document.