***End-User logo***

**Data Resource Agreement**

**This Agreement is made by and between:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(individual name)\_

having its principal place of business at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(affiliation)\_

acting as:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(role)\_

(referred to as the “**END-USER”**)

**AND**

**University of Trento,** Department of Information Engineering and Computer Science, Signals & Interactive Systems Laboratory (SiS LAB), via Sommarive 14, 38123 Povo (TN), represented by Prof. Giuseppe Riccardi, (collectively referred to as the “**UNITN**” or “**DISTRIBUTOR”**)

Hereinafter the DISTRIBUTOR and the END-USER are collectively referred to as the “Parties”.

**WHEREAS**

* The DISTRIBUTOR has the ownership of the Data Resources as specified below.
* The END-USER is interested in having access to this Data Resources in order to pursue the Research project;
* The present Agreement aims regulating the relation between the Parties in the supply of the Data Resources and in the rights and obligations arising from it.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE 1: Definitions**

* 1. “DISTRIBUTOR”: the Organization providing the “Data Resources”;
	2. ”END-USER”: the Organization receiving the “Data Resources Material;
	3. “Data Resources”: shall mean information, that will be disclosed by Distributor, directly or indirectly, to END-USER in writing or through any other means of transmission under the terms of this Agreement.

**ARTICLE 2: Access to Data Resources**

* 1. Within this AGREEMENT, END-USER is engaged in *bona fide* research activities. Under this Agreement END-USER will be granted access to Data Resources, containing speech, video and/or text data.
	2. Data Resources are described in the Paper “*Annotating spoken dialogs: from speech segments to dialog acts and frame semantics,*" in accordance with point 4.2.
	3. Data Resources will be disclosed to END-USER exclusively in anonymous form.

**ARTICLE 3: Confidentiality Measures**

* 1. END-USER agrees to keep in strict confidence the Data Resources received under this Agreement and to use only for non-commercial linguistic education and research and evaluation purposes and no for other purposes. In the event that END-USER's use of Data Resources results in the development of a commercial product, END-USER has to ask the permission to DISTRIBUTOR. Unless explicitly permitted herein, END-USER shall have no right to copy, redistribute, transmit, publish or otherwise use the Data Resources for any other purpose and END-USER further agrees not to disclose, copy, or re-distribute the Data Resources to others outside of END-USER's research group.
	2. END-USER will keep Data Resources only for the time strictly necessary to fulfil the aims set out in the research project and in any case for the time established by law. After this time, Data Resources shall be destroyed and/or deleted.
	3. END-USER is not permitted to copy, reproduce ore reduce to writing any part of the Data Resources expect as may be reasonably necessary for the research purposes.
	4. END-USER is not permitted to make available to the public all or any substantial part of the contents of the Data Resources, evaluated quantitatively and/or qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution, including free or open-source ones.
	5. END-USER is not permitted to distribute and market any derivative product or service based on all or a substantial part of the Data Resources.
	6. END-USER acquires no ownership, rights or title in all or any parts of the Data Resources.
	7. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The Data Resources shall not be transferred to or accessed from any other site.

**ARTICLE 4: Publication**

* 1. The END-USER shall not realize any Publication that makes use of the Data Resources before having given notice to DISTRIBUTOR within thirty (30) days before the Publication. If DISTRIBUTOR doesn’t give any feedback in writing to such disclosure, END USER shall be free to proceed.
	2. M. Dinarelli, S. Quarteroni, S. Tonelli, A. Moschitti, and G. Riccardi, "Annotating spoken dialogs: from speech segments to dialog acts and frame semantics," in Proceedings of SRSL Workshop of EACL, 2009, should be cited on any publication that makes use of the Data Resource.

**ARTICLE 5: Disclaimer and Warranty**

* 1. Each party reserves all right in its Information and no right or obligation other than those expressly granted are to be implied from this Agreement.
	2. DISTRIBUTOR accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. DISTRIBUTOR give no warranty for merchantability and/or fitness for a particular purpose of the Data Resources. Data Resources are provided on an "as is with all defects" basis. DISTRIBUTOR does not guarantee the quality or the adequate nature for the intended use of the data. In no event shall the DISTRIBUTOR be liable for any use by the recipient of the Data Resources for special, direct, indirect, consequential, punitive, incidental or other damages, losses, costs, charges, claim, damage or liability which may arise from or in connection with this Agreement.
	3. END-USER and DISTRIBUTOR are independent contractors. Nothing contained in this AGREEMENT shall be construed as creating an employer-employee relationship, a partnership or a Joint Venture between END-USER and DISTRIBUTOR.
	4. 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 DISTRIBUTOR, it being intended that each party shall remain an independent contractor responsible for its own actions.

**ARTICLE 6: Governing Law**

* 1. The present Agreement is governed by Italian Law without regard to conflict of law prevision.
	2. Any disputes arising out of or in connection with this Agreement that cannot be amicably resolved, must be resolved by a competent court located in Trento (Italy).
	3. Prior to commencing litigation the Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement by good-faith negotiation between representatives of the Parties who have authority to fully and finally resolve the dispute. The Parties shall enter into such good-faith negotiations within thirty calendar days after receipt from the other Party of a written notice (“Dispute Notice Date”) indicating the existence of a dispute and briefly describing the nature of the dispute; and, at the request of either Party, such negotiations shall include at least one meeting of the representatives of the Parties either in person or via video conference, and thereafter as often as they reasonably deem necessary to attempt to resolve the dispute. All negotiations pursuant to this Clause shall be (a) confidential, (b) treated as compromise and settlement negotiations for purposes of any applicable rules of evidence, and (c) performed at each Party’s own expenses. Litigation may be commenced by either Party ninety calendar days after the Dispute Notice Date.

**ARTICLE 7: Amendment and Waiver**

* 1. Any term and condition of this Agreement can only be amended or modified by an amendment in writing signed by a duly authorised representative of both Parties.

**ARTICLE 8: Term and Termination**

* 1. This Agreement shall enter into force on the date of the last signature (hereinafter the “Effective Date) and shall remain into force until 31 May 2014, unless otherwise amended by written notice by one party to the other party.

**ARTICLE 9: Notices**

* 1. All notices and billings shall be in writing and shall be delivered to the parties hereto respectively as follows:

|  |  |
| --- | --- |
| To DISTRIBUTOR: | To END-USER: |
| Prof. Giuseppe RiccardiSiS Lab’s Director via Sommarive 14I-38123 Povo (Trento)ItalyEmail: ………………… | Email: ….. |

**Authorised binding signatures:**

|  |  |
| --- | --- |
| Signed for and on behalf of**University of Trento:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: prof. ……………..Title: Department’s DirectorDate: | Signed for and on behalf of **End-User:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: Date:  |