

## **MediaEval 2015 - End User Agreement**

### **INSTRUCTIONS for COMPILATION**

Please fill in, print, and sign the end-user agreement, scan it and send it **by email** to [mapelli@elda.org](mailto:mapelli@elda.org).

Each page of the agreement should also be initialled (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 has to be duly authorized by the institution for such signatures (e.g. Department or Administrative Head or similar) and shall be liable for such authorization.

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

If, due to circumstances beyond your control, you are unable to complete the task, you shall inform us as soon as possible.

# End-User Agreement

**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 MediaEval 2015), having its principal place of business at: 9 rue des Cordelières - 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. Object of this AGREEMENT is the grant of a license to use the **Test collection**, for which ELDA obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for the use within the MediaEval 2015; the components of the **Test collection** are described in Exhibit A.
2. The site where the **Test collection** may be used by the End-User has to be defined in Exhibit B.
3. For the duration of this AGREEMENT ELDA grants END-USER, engaged in *bona fide* language engineering research, the non-exclusive, non transferable, non sub-licensable, royalty-free right to use the **Test collection** exclusively for the purposes of system evaluation within the MediaEval 2015 evaluation campaigns. ELDA grants END-USER the right to reproduce or copy the **Test collection** if necessary for the purposes mentioned above provided always that the **Test collection** shall not be transferred to or accessed by any third party.
4. END-USER is not permitted to use the **Test collection** for any other purpose, especially any use for commercial or distribution purposes and to reproduce or commercialize or distribute for free in any form or by any means the **Test collection** or any derivative product or services based on all or a substantial part of it. Summaries, analyses and interpretations of the multimedia properties of the information may be derived and published, provided it is not possible to reconstruct the information contained in the **Test collection** from these summaries. Small excerpts of the information may be displayed to 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 the rights of any third party including, but limited to, the authors and publishers of the excerpts.
5. If END-USER is unable to complete the task and submit the results as specified by the organizers, all rights granted to END-USER shall be immediately ineffective. END-USER shall return, immediately, all copies of the **Test collection** and all technical or commercial documents concerning the **Test collection** that ELDA might have placed at END-USER's

disposal, and delete any other copy from its servers including all "cache" copies available on any other medium.

6. END-USER acquires no ownership, rights or title in all or any parts of the **Test collection** but acknowledges that the latter may be protected by copyright and subject to a specific license conditions attached to the specific Data. END-USER agrees and declares to comply with such additional license conditions – if any - and shall ensure that the copyright notices as well as the license conditions shall not be separated from the respective Data.

7. END-USER shall be liable for complying with this AGREEMENT which also includes END-USER'S liability that its employees and any person involved in the system evaluation within the MediaEval 2015 evaluation campaigns and having access to the Data shall comply with the terms and conditions of this AGREEMENT. END-USER shall indemnify ELDA from any claim of a third party resulting from a violation of its obligations resulting from this AGREEMENT and applicable laws.

8. ELDA and PROVIDERS accept no responsibility for the accuracy or completeness of the Test collection or for the consequences of their use. ELDA, and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the **Test collection**.

9. PROVIDERS have the right to ask to have their content removed from the corpus at any time. END-USER accepts to remove any content from the **Test Collection** if requested by ELDA or the MediaEval 2015 organizers.

10. END-USER shall give appropriate references to ELDA in scholarly literature when the **Test collection** is mentioned. The following acknowledgement is required: “**REPERE Evaluation Package, ELRA catalogue (<http://catalog.elra.info>), ISLRN: 360-758-359-485-0, ELRA ID: ELRA-E0044**”.

11. END-USER shall not use the name of neither ELDA in any publication in any manner that would imply an endorsement of END-USER or any product or service offered by END-USER.

12. 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 ELDA, it being intended that each party shall remain an independent contractor responsible for its own actions.

13. Except the liability according to Article 6, both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.

14. END-USER will maintain and post a list of people with current and recently-terminated access to the **Test collection**. END-USER shall maintain such appropriate records and ELDA shall have the right to audit such records upon reasonable prior notice using an independent sworn auditor of its choice.

15. END-USER agrees not to disclose nor communicate to anyone any information concerning or contained in technical or commercial documents relating to the **Test collection** placed at END-USER's disposal by MediaEval 2015, except to its officers, directors or employees on a "need-to-know " basis.

16. 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. This AGREEMENT may be terminated by ELDA with immediate effect if END-USER breaches any material term or provision of this AGREEMENT, including article 15 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. Amendments to this AGREEMENT shall be made in writing to have legal effect.

The entire AGREEMENT is composed of the 16 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the end-users hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURE:

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On behalf of

Name:

Title:

Date:

## EXHIBITS

### *Exhibit A: Test collection*

The data set for MediaEval 2015 consists of :

**REPERE Evaluation Package, ISLRN: 360-758-359-485-0, ELRA ID: ELRA-E0044**

*Exhibit B: SITE OF USE: (insert here below the address of the location where the data will be used)*

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