

## GERMANET DATA ACADEMIC RESEARCH 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. Allgemeine Sprachwissenschaft und Computerlinguistik**

**Eberhard-Karls-Universität Tübingen**

**Wilhelmstr. 19**

**D-72074 Tübingen**

**Tel. +49 (0)7071 29 74279**

**Fax. +49 (0)7071 29 5214**

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**

**Date:**

\_\_\_\_\_

(Month, Day, Year)

# **LICENSE CONDITIONS**

## **DEFINITIONS**

- a. "Agreement" shall mean this entire agreement which is composed of the 19 clauses herein together with Appendix A thereafter.
- b. "GERMANET DATA" as described in APPENDIX A, 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 ACADEMIC RESEARCH LICENSE, subject to the terms of this Agreement.

## **ACADEMIC RESEARCH LICENSE**

2. LICENSOR grants LICENSEE a non-exclusive non-transferable right to use the GERMANET DATA for the purpose of non-commercial, non-profit research by LICENSEE for any research project conducted on the premises of LICENSEE. LICENSEE agrees to inform LICENSOR in written form on a yearly basis about the academic research projects for which the GERMANET DATA are currently utilized. LICENSEE is not allowed to distribute and market any derived product or service based on the GERMANET DATA. The commercial use of the GERMANET DATA shall require a separate agreement with LICENSOR.

## **OBLIGATIONS**

3. LICENSEE undertakes to treat as confidential and keep secret any information about or related to the Software conveyed to the LICENSEE by LICENSOR.
4. 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.
5. The GERMANET DATA shall neither be assigned nor sub-licensed to any other third party or joint venture partner by the LICENSEE.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE LICENSED SOFTWARE, DATABASE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

### **DISTRIBUTION**

13. GERMANET DATA will be distributed within thirty (30) days after the effective date as an archive attached to an e-mail or any other medium the partners agree upon.

### **TERMINATION**

14. 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**

15. All rights not specifically granted in this LICENSE are reserved by LICENSOR.
16. LICENSOR confirms that LICENSEE is exempt from obligations which originate from the rights of third parties.

17. 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**

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

#### **DISPUTES**

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

The entire Agreement is composed of the 19 clauses herein together with Appendix A 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: **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 development of the GermaNet resource has been directed by Prof. Erhard Hinrichs and has been supported by research grants awarded to Prof. Hinrichs by the Ministerium für Wissenschaft und Kunst Baden-Württemberg (MWK), the Bundesministerium für Bildung und Forschung (BMBF), the Deutsche Forschungsgemeinschaft (DFG), and the European Commission. The following researchers and research assistants (listed in alphabetic order) have contributed to the construction of GermaNet and accompanying software:

Reinhild Barkey, Agnia Barsukova, Valérie Béchet-Tsarnos, Anne Brock, Edo Collins, Bettina Demmer, Valentin Deyringer, Piklu Gupta, Helmut Feldweg, Clemens Frey, Birgit Hamp, Verena Henrich, Marie Hinrichs, Michael Hipp, Silke Kugler, Claudia Kunze, Anja Laske, Lothar Lemnitzer, Andrea Lorenz, Karin Naumann, Katrin Petodnig, Niko Schenk, Susanne Schüle, Sarah Schulz, Rosemary Stegmann, Daniela Stelle, Christine Thielen, Tatiana Vodolazova, Andreas Wagner, Johannes Wahle, and Holger Wunsch.

The **GERMANET DATA** consist of the following modules: 54 GermaNet object files, 1 GermaNet relations file, 1 file containing the Interlingual Index, 3 files containing the GermaNet-Wiktionary mapping (including the Wiktionary sense descriptions that now extend GermaNet's lexical units), 4 DTDs describing the format of these files, and 1 documentary file (English README).

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
- spelling variants (optional)
- usage labels (optional)
- glosses (optional)
- examples (optional)
- verb frames (optional)

GermaNet is still under development, and its coverage is constantly being extended. The current size of the version 7.0 database is:

|       |                                                 |
|-------|-------------------------------------------------|
| 74612 | Synsets                                         |
| 99523 | Lexical units                                   |
| 89819 | Literals                                        |
| 1.33  | Lexical units per synset                        |
| 87115 | Number of conceptual relations                  |
| 3544  | Number of lexical relations (synonymy excluded) |
| 19609 | Number of Interlingual Index records            |
| 29433 | Number of Wiktionary sense descriptions         |