

GERMANET DATA ACADEMIC RESEARCH LICENSE AGREEMENT

Between:

Institute:

Address:

Represented by:

_____, duly authorized 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

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D-72074 Tübingen

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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

Date: _____
(dd.mm.yyyy)

LICENSE CONDITIONS

DEFINITIONS

- a. "Agreement" shall mean this entire Agreement, which is composed of the 19 clauses herein together with APPENDIX A and APPENDIX B 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 copyright 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 pre-existing 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. If LICENSEE intends to use the GERMANET DATA for academic purposes other than research (e.g. teaching), LICENSEE shall inform LICENSOR in advance of such uses in order to obtain non-disclosure agreements to be signed by any third parties who may gain access to GERMANET DATA.

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, trade names, good will associated with trademarks and trade names, 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 the 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 and associated resources 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. LICENSEE agrees to cite GermaNet and its associated resources according to the specifications summarized in APPENDIX B.
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 guarantee 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. The most recent release of the GERMANET DATA will be distributed within thirty (30) days after the effective date as an archive attached to an email or any other medium the partners agree upon. LICENSEE may be offered updates of the GERMANET DATA if a new data release becomes available. Such updates will be subject to the terms of this Agreement.

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 that 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 an 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 and Appendix B 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: _____

(dd.mm.yyyy)

On behalf of **LICENSOR**

Name: Erhard W. Hinrichs

Title: Professor and Director

Date: _____

(dd.mm.yyyy)

APPENDIX A: GERMANET DATA DESCRIPTION:

GermaNet is an online lexical-semantic database for German that has been structured along the same lines as the Princeton WordNet for English. It 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, Anna-Sophie Bartle, Agnia Barsukova, Valérie Béchet-Tsarnos, Anne Brock, Ben Campbell, Julia Chant, Alexandr Chernov, Edo Collins, Bettina Demmer, Valentin Deyringer, Helmut Feldweg, Patricia Fischer, Clemens Frey, Sabrina Galasso, Piklu Gupta, Annabell Grasse, Luca Haeselbarth, Marina Haid, Birgit Hamp, Alexander Hartmann, Tanja Heck, Vrena Henrich, Marie Hinrichs, Michael Hipp, Christina Hoppermann, Lars Horber, Julia Koch, Leah Krumbach, Silke Kugler, Claudia Kunze, Anja Laske, Richard Lawrence, Alina Leippert, Lothar Lemnitzer, Andrea Lorenz, Karin Naumann, Annika Ott, Till Pachalli, Katrin Petodnig, Victoria Pierz, Wei Qiu, Daniela Rossmann, Eyal Schejter, Niko Schenk, Susanne Schüle, Sarah Schulz, Lisa Seneberg, Daniil Sorokin, Rosemary Stegmann, Daniela Stelle, Daniela Stier, Tabea Stier, Yana Strakatova, Steffen Tacke, Christine Thielen, Lukas Emilio Tortora, Tatiana Vodolazova, Andreas Wagner, Johannes Wahle, Zarah-Leonie Weiss, Neele Witte, Martin Wolf and Holger Wunsch.

GermaNet is still under development, and its coverage is constantly being extended. The current size of the version 18.0 database is:

167163	Synsets
215000	Lexical units
199692	Literals
1.29	Lexical units per synset
181530	Conceptual relations
12602	Lexical relations (synonymy excluded)
121655	Split compounds

APPENDIX B: CITING GERMANET AND ASSOCIATED RESOURCES:

To refer to the **GermaNet resource** in publications cite **both** of the following two papers:

Hamp, Birgit and Helmut Feldweg. "GermaNet - a Lexical-Semantic Net for German." *Proceedings of the ACL workshop Automatic Information Extraction and Building of Lexical Semantic Resources for NLP Applications*. Madrid, 1997.

Henrich, Verena and Erhard Hinrichs. "GernEdiT - The GermaNet Editing Tool". *Proceedings of the Seventh Conference on International Language Resources and Evaluation (LREC 2010)*. Valletta, Malta, May 2010, pp. 2228-2235.

To refer to the **nominal compounds** included in GermaNet in publications cite the following paper:

Henrich, Verena and Erhard Hinrichs. "Determining Immediate Constituents of Compounds in GermaNet." *Proceedings of Recent Advances in Natural Language Processing (RANLP 2011)*. Hissar, Bulgaria, Sept 2011, pp 420-426.

Citation instructions and GermaNet publications can be found on the webpage:

<https://uni-tuebingen.de/en/142806>