

**NON-COMMERCIAL CORPORA COPYRIGHT LICENSE AGREEMENT  
FOR SPEECH & LANGUAGE CORPORA**

Effective as of \_\_\_\_\_, Oregon Health & Science University (hereinafter "OHSU"), having offices at 2525 SW 1<sup>st</sup> Ave Suite 120, Portland, Oregon 97201, and

\_\_\_\_\_ (hereinafter "LICENSEE") agree as follows:

1. OHSU developed certain valuable intellectual property, known as "CORPORA" (specified in Appendix A), and desires to grant licenses to CORPORA in order that it becomes available for public use and benefit.
2. Subject to the terms and conditions of this Agreement, OHSU hereby grants to LICENSEE for non-commercial use only, and for internal research and development purposes only, a royalty-free, perpetual, nonexclusive, nontransferable, worldwide, license to:
  - 2.1. use CORPORA in research and development activities for language technology systems (SYSTEMS), where SYSTEMS are defined as hardware and/or software including, but not limited to, systems for speech generation or speech recognition;
  - 2.2. make copies of the CORPORA as reasonably necessary for licensed use.
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  - 3.4. LICENSEE does not have the right to create a derivative work based on the CORPORA. Derivative work means work based upon the CORPORA where the CORPORA have been recast, transformed, adapted or revised.
  - 3.5. The licenses contained herein may not be sublicensed for use or distribution by a third party.
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6. LICENSEE agrees:
  - 6.1. To affix an appropriate copyright notice on all copies of the CORPORA licensed under Paragraph 2.
  - 6.2. To agree to acknowledge OHSU and the authors with appropriate citations in any publication or presentation containing research results obtained in whole or in part through the use of the CORPORA.
  - 6.3. To exercise due care in protecting CORPORA from disclosure to third parties, at least to the degree it exercises care in protecting its own proprietary information.
7. LICENSEE agrees to pay to OHSU a non-creditable, non-refundable shipping, media, and

handling fee of the amount calculated in Appendix A within thirty (30) days from the date that this Agreement becomes effective.

8. LICENSEE shall indemnify and hold OHSU, its directors, trustees, officers, employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with or arising out of (a) the use by or on behalf of LICENSEE, its sublicensees, directors, employees, or third parties of any rights licensed herein, or (b) the design, manufacture, distribution, or use of any materials or other products or processes developed in connection with or arising out of the rights licensed herein. LICENSEE at all times shall carry insurance or self-insurance sufficient to cover its contractual obligations with respect to activities performed under this Agreement. LICENSEE shall provide evidence of this coverage to OHSU upon written request by OHSU.
9. OHSU MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER LICENSED IN THIS AGREEMENT.
10. OHSU may terminate immediately without notice if LICENSEE fails to comply with the terms and conditions of this agreement. LICENSEE may terminate this Agreement at any time upon written notice to OHSU. Termination of this Agreement shall terminate all rights and licenses granted to Licensee related to CORPORA.
11. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.
12. The construction, validity, performance, and effect of this Agreement shall be governed by the laws of the State of Oregon.
13. This Agreement shall not be assigned by LICENSEE.
14. All notices will be given by prepaid, first class, registered or certified mail properly addressed to the other Party at the address designated on the following Signature Page.
15. LICENSEE acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act).
16. By entering into this Agreement, OHSU does not directly or indirectly endorse any product or service provided, or to be provided, by LICENSEE whether directly or indirectly related to this Agreement. LICENSEE shall not state or imply that this Agreement is an endorsement by OHSU, or its employees. Additionally, LICENSEE shall not use the names or indicia of OHSU or its employees in any advertising, promotional, or sales literature without the prior written consent of OHSU with the exception of publication citations specified in Paragraph 6.
17. The Parties agree to attempt to settle amicably any controversy or claim arising under this Agreement or a breach of this Agreement. Thereafter, both parties agree that all disputes between them arising out of or relating to this Agreement, shall be submitted to non-binding mediation unless the parties mutually agree otherwise. All parties agree to exercise their best effort in good faith to resolve all disputes in mediation.

Paragraphs 8, 12, and 17 of this Agreement shall survive termination of this Agreement.

This agreement is null and void if not signed within 90 days of being downloaded or sent to LICENSEE by OHSU.

SIGNATURES ON NEXT PAGE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

**FOR OHSU:**

By: \_\_\_\_\_

\_\_\_\_\_ Date

Arundee Pradhan  
Director, Technology and Research Collaborations

Mailing Address for Notices and Payments:  
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Fax: 503-494-4729  
techmgmt@ohsu.edu

**FOR LICENSEE:**

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_ Date

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

PLEASE PRINT OR TYPE CLEARLY

MAIL CORPORA AND INVOICE TO:	
Name:	
Address:	
Email:	
Phone:	



Appendix A:

# PRICES

## Corpus from Center for Spoken Language and Understanding

NAME	PRICE FOR UNIVERSITIES	COMMERCIAL USE PRICE	Write in \$ amount of order
22 Language	\$300	\$2500	_____
Alphadigit	\$300	\$5000	_____
Apple words and phrases	\$300	\$1000	_____
Cellular words and phrases	\$300	\$1500	_____
Foreign accented English	\$300	\$1000	_____
Isolet	\$300	\$1500	_____
Kids' speech	\$300	\$5000	_____
Multichannel overlapping numbers	\$300	N/A	_____
Multilanguage telephone speech	\$300	\$2500	_____
Names	\$300	\$2500	_____
National cellular	\$300	\$5000	_____
Numbers	\$300	\$2000	_____
Portland cellular	\$300	\$3000	_____
Speaker recognition	\$300	\$5000	_____
Spelled and spoken words	\$300	\$3500	_____
SR4X	\$300	\$1500	_____
Stories	\$300	\$3500	_____
The Spoltech Brazilian Portuguese	\$300	\$2500	_____
VOICES	\$300	\$1000	_____
Yes/No	\$300	\$1000	_____
<b>TOTAL</b>			_____

**Call with credit card or mail payment to:**

OREGON HEALTH & SCIENCE UNIVERSITY  
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INVOICE WILL BE SENT WITH CORPORA