

UNDERTAKING LDCIL Data Download

(For Commercial Users)

This undertaking pertains to the downloading and usage of various resources available on the Linguistic Data Consortium for Indian Languages (LDC-IL) Portal, a Government of India scheme implemented by the Central Institute of Indian Languages, department of Higher Education, Ministry of Human Resource and Development, located at Manasgangotri, Mysore – 570006 India, namely <http://www.ldcil.org> or its sub-domains such as <http://data.ldcil.org> etc.

The End User, by signing and executing this “Undertaking” with LDC-IL, may be allowed to download the “Linguistic Resources” available on <http://www.ldcil.org> or its sub-domains for the purposes that are of commercial nature but in conformity with the terms and conditions set out in this Undertaking.

The terms and conditions set out below constitute a legal agreement between the End User and LDC-IL governing your use of the services and products (content) made available on this platform. By clicking on the ‘I agree’ button/field that appears at the end of this Agreement, or signing the document at the end and/or on all the pages of this document, you, the user/End User, agree to the following terms and conditions that are henceforth legally binding:

In order to use any services/download the “Linguistic Resources”, the End User needs to be:

- (i) Capable of signing this legally binding ‘Undertaking’.
- (ii) A business entity that falls under the categories mentioned below:
 - i. An MNC or a Foreign (non-Indian) Entity
 - ii. Non-MNC Indian Company
 - iii. MSME/Entities from SAARC Countries
 - iv. Startups/MSMEs with a turnover of less than 5 crores
(Any entity that does not fall under any of the above mentioned categories shall for the purpose of determining the cost of the Linguistic Resource, will fall under ‘MNCs and Foreign Entities’. Entities applying for license of the linguistic resources under the above three categories have to submit the required documents to be considered under the appropriate category.)
- (iii) Capable of submitting a legally efficient, valid and appropriate document to substantiate and establish the existence of the business.
- (iv) An entity/organisation/establishment that is and also warrant that any registration / download / Payment Information that is provided by the End User is true, accurate and complete.
- (v) A business entity in India or outside India.

Introduction

LDC-IL (including other implementing agencies associated with it) has developed a collection of textual/speech data, tools and documentation containing linguistic annotations and software tools for language processing herein after called "Linguistic Resources", more particularly described as follows:

Title of the Resource:	
ISBN Number:	
Link/URL:	
Publication Year:	

LDC-IL has agreed to let the End User use the "Linguistic Resources" as per the following terms and conditions contained hereunder.

I/We (End User) Full Name: _____;
a national of (country name) _____; Age: _____;
Occupation: _____;
working / having office / conducting business at (please give address): _____

; further contact details: Telephone no(s). _____;
E-mail: _____; Fax: _____;
Optional information (alternate contact person, research profile, website, etc.): _____

, as requesting/ordering or contact person/entity (*with Business Registration Certificate, any other valid registration certificate or certificate to substantiate the existence of business which has been issued by respective competent authorities of their origin country and that are valid and recognized by the law of the Country, For individuals representing the business entity, Valid Identity Proof recognized by the Origin Country (India/Foreign) and for those residing in India, Voter's ID/ UID/ PAN card/ PASSPORT/ Central/ State Govt. ID etc duly authorized as a valid identity proof*) hereby undertakes to comply with the following terms and conditions in connection with downloading and using the RESOURCES available on LDC-IL data portal, <http://ldcil.org> or its sub-domains such as <http://data.ldcil.org>:

TERMS AND CONDITIONS

1. Intellectual Property Rights:
 - i. LDC-IL is hereby the owner of all the Intellectual Property Rights of the said work termed as "Linguistic Resources" and is entitled to grant permission or undertake from any entity.

- ii. The End User hereby acknowledges and undertakes to adopt adequate safety and security measures in order to protect the Intellectual Property Rights of LDC-IL in Linguistic Resources and take all reasonable measures to prevent any unauthorized use of the Linguistic Resources, copies, extracts or any works derived thereof.
2. Rights/Scope of Use:
 - i. The End User may use, modify, enlarge or enrich Linguistic Resources, provided that the Linguistic Resources itself or any derived work is used in adherence to this Undertaking, be it of commercial nature or otherwise.
 - ii. The End User may use the Linguistic Resources for commercial purposes by making a payment of the corpus prescribed by LDCIL.
 - iii. This Undertaking grants permission to use the Linguistic Resources only to the End User and the End User can use the Linguistic Resources internally to develop any derived work/product.
 - iv. The End User may use the derivative work/product for commercial purposes. However, it may be ensured that no direct subsets (part or in full) of the datasets can be directly made available for direct sale.
 - v. The End User shall refrain from direct commercial exploitation such as sale (or resale) of the Linguistic resources. The End User is only allowed to use the Linguistic Resources in any derived work and the same can be used in another product. And, that product can be made available for sale.
 - vi. The users will be able to download the linguistic resources only in a downloadable link. The link will be provided after the purchase has been approved by LDCIL. The link will be active only for a reasonable limited period of time and after which it will not be active. In case the user wants to download the already purchased item, they will have to make a second request and the request will be honored at the discretion of the competent authority of LDCIL.
 - vii. The End User shall not have any rights over the Linguistic Resources or any part thereof and hereby agrees to it.
 - viii. The End User shall use the Linguistic Resources only for the purposes herein mentioned and shall refrain from using it for purposes not expressly mentioned in this Undertaking.
 - ix. The End User hereby agrees to not re-distribute or otherwise make publicly available Linguistic Resources or any subset (part or in full) of it in anyway not expressly provided in this Undertaking.
 - x. In the event the end-user desires to use the linguistic resources in any manner or for any purpose that has not been contemplated or specified under the terms of this Undertaking or is not within the scope of this undertaking, the end-user shall approach LDC-IL to seek permission and hence followed by negotiations, a separate undertaking shall be executed by the mutual agreement of both parties.
 - xi. The content used in the linguistic resources may come from various sources. LDC-IL makes an effort to ensure that the content used herein falls under the "fair deal" spirit of Indian Copyrights Act, 1957 and subsequent amendments on it. However, if, in future, it is found that any part of the content in the linguistic resources has to be removed in compliance with

- the law, the same will be done by LDC-IL. The End-Users will be notified for this change and it would be obligatory on the part of the end-users to comply and remove the requested part of the content from the linguistic resources without any cost or request for refund to the LDC-IL.
- xii. LDC-IL also tries to adhere to the principle of providing the quality as promised in the descriptions of the linguistic resources put on sale on its websites. However, if some errors or deviations are found from the description, the End User cannot make a claim of refund on this account. The End User, however, make inform LDC-IL about this so that necessary corrections are made and LDC-IL may correct the errors, update the linguistic resources which may or may not be made available to the End-User at an additional cost or without any additional cost.
3. End User Terms:
- i. Subject to the provision of this Undertaking, the end user shall cite the proper reference of the titles as noted in the catalogue/description of each of the tiles being requested.
 - ii. The End User warrants that he/she is an individual or an entity (representative of an entity) capable of entering into a legally binding agreement with a legally valid identity proof. The End User agrees that the Linguistic Resources is provided to End User on as is basis.
 - iii. If any part of the Linguistic Resources contains its own permission or an additional restriction, the more restrictive version and/or the amendment of the permission shall be in effect.
4. Payment Terms:
- i. Different fees shall apply to different categories (as described and defined in this Undertaking) of End Users.
 - ii. The End User shall refer to description of the respective linguistic resource as provided on the LDC-IL data portal to find the appropriate fee or otherwise duly specified by LDC-IL.
 - iii. As already mentioned above, any entity that does not fall under any of the above mentioned categories shall, for the purpose of determining the cost of the corpus, fall under 'MNCs and Foreign Entities' and the fee shall apply accordingly.
 - iv. The payment can be made online if such option is made available. Else all payment may be made as directed by LDC-IL.
 - v. The End User shall provide details pertaining to payment which are true and correct.
 - vi. The End User shall further refer to Privacy Policy in order to understand the safety and security of personal payment information.
 - vii. Prescribed fees may be revised and hence may vary over a period of time. The prices prescribed are neither constant/permanent nor fixed for a certain period of time.
 - viii. For a specific fee to apply for the category claimed, the End User shall submit a valid document/registration certificate (issued and recognized by respective competent Authorities of the Origin Country) to substantiate the existence of that category of business.
5. Undertaking:

- i. That there shall be a separate 'Undertaking' for each of the resources that the End User shall download. The End User signing any one Undertaking shall not mean that the same can be used or the same shall apply for other downloads and resources.
- ii. That mere submission of duly signed 'undertaking' does not automatically grant the permission for download and usage of Linguistic Resources. LDC-IL hereby reserves the rights for accepting or denying such requests/submissions for obtaining the tool/data/software for reasons best known to them. LDC-IL hence is not bound to state or specify any reason for acceptance or denial of the same.
- iii. That any changes to this Undertaking shall hold no validity until and unless in writing and signed by both parties.
- iv. That the End User shall print this Undertaking on A4 sized paper and two duly signed and stamped originals are to be sent to the Address mentioned on the website. A scanned and attested copy of the same can be sent through fax at 91-821-2515032 or a copy of the same can be sent to oic-ldcil@gov.in. However, it is mandatory to send LDC-IL a hard copy of the same at the earliest.

6. Technology Limitations and Modifications:

LDC-IL will make reasonable efforts to keep the Linguistic Resources/Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. LDC-IL reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the Service or function or feature thereof. The End User hereby understands and agrees that LDC-IL has no obligation to maintain, support, upgrade or update the service, or to provide all or any specific content through the service.

7. Errors on Site:

- i. LDC-IL works hard to publish information accurately, update the Website regularly and correct errors when discovered. However, any of the content on our Website may be incorrect or out of date at any given time. We reserve the right to make changes to our Website at any time, including fee, specifications, and availability.
- ii. If the End User discovers any errors, inconsistencies, shortcomings with regard to the Linguistic Resources, shall report/communicate such errors/suggestions to LDC-IL.

8. Amendments/modifications/Improvements:

- i. If the End User makes any amendments/modifications/improvement to the Linguistic Resources, he may, at no harm to his business interests, communicate and make the same available to LDC-IL so that it serves the purpose of better proliferation of the updated dataset.
- ii. The End User agrees that any further amendment/modification/improvement made by LDC-IL to the Linguistic Resources shall be the property of LDC-IL and the End User shall have no right over it unless specifically assigned by LDC-IL.

9. Damages:

The End User acknowledges and agrees by accepting the terms and conditions of this Undertaking that in any event of breach of this Undertaking, LDC-IL reserves the right to claim damages from the End User and such a right shall not be denied or refused by the End User.

10. Indemnity:

- i. The End User agrees to indemnify and hold harmless LDC-IL from all damages, claims and the like from any third party infringement, if any, of any right of such third party by reason of any act or omission committed by the end User in breach of this Undertaking.
- ii. The End User agrees to indemnify LDC-IL against any loss or damage caused due to hacking/misuse by any party of the Linguistic Resource or work derived from.

11. Warranties and Disclaimer of Warranties:

- i. The End User expressly acknowledges and agrees that as it concerns LDC-IL, the use of the Digital Content/ Linguistic Resources is at the sole risk of the End User.
- ii. LDC-IL does not warrant the utility, marketability and safety of Linguistic Resources for any purpose whatsoever.
- iii. LDC-IL shall not be responsible for any loss or damage suffered by the End User or any person as a direct or indirect result of use of the Linguistic resources.
- iv. THE CONTENT (Linguistic Resources) IS PROVIDED BY LDC-IL SOLELY, "AS IS" AND WITHOUT WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, LDC-IL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY THAT DIGITAL CONTENT WILL MEET YOUR REQUIREMENTS OR THAT USE OF DIGITAL CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. LDC-IL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF DIGITAL CONTENT WITH RESPECT TO ITS PERFORMANCE, ACCURACY, RELIABILITY, SECURITY CAPABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER RELATING TO LDC-IL.

12. Severability: Should any provision of the Terms/ Undertaking be held invalid or unenforceable for any reason or to such extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms/ Undertaking, and the application of that provision shall be enforced to the extent permitted by law.

13. Termination: LDC-IL may terminate this Undertaking and use of the Linguistic Resources if any time for legitimate reasons, including without limitation if:

- i. The End User or any person on behalf of the End User is in breach of any or all of the terms of this Undertaking, this Undertaking shall terminate with immediate effect and the Linguistic Resources, its copies and derivative works shall be destroyed. Such

termination will be without prejudice to any claim which the End User may either have for monies due and/or damages and/or otherwise.

- ii. The End User destroys all copies of Linguistic Resources or any derived work thereof in his/hers/its possession or power.
 - iii. The End User is an institution/organisation and ceases to exist, unless all its obligations are transferred to a new legal entity which is then considered to be bound by this Undertaking. In any event of such succession or transfer, the End User is bound to intimate LDC-IL and in case of any failure to do so, this Undertaking shall terminate 1 (one) month after such transfer/succession.
 - iv. The End User has no legal successor.
14. **Governing Law:**
This Undertaking shall be governed by and construed in accordance with the Laws of India. This is to state that this website is controlled by LDCIL from its office within Central Institute of Indian Languages (CIIL) in Mysore, Karnataka within the Union of India. This is to further state that those who choose to access the website from other geographical locations do so on their own initiative and shall be responsible for compliance with the applicable local laws, if and to the extent that local laws are applicable.
15. **Dispute Resolution:**
Any dispute arising out of or in connection with this Undertaking, including any question regarding its existence, validity, interpretation or termination, shall be referred to the Webmaster at LDCIL. The decision of the Webmaster shall be final and binding. In the event of a dispute, the jurisdiction for the settlement shall be in the courts of Karnataka, India only.
16. That this Undertaking sets forth the understanding and undertaking of the Parties in entirety on this matter and supersedes any or all oral or written undertakings between the parties as to the subject matter of this Undertaking.

Signature of End User

Name:
Designation:
Place:
Date:
Address:

Signature (with seal, of the forwarding authority, if any)

Name:
Designation:
Place:
Date:
Address:

Details of Competent Forwarding Authority (if any)