

UNDERTAKING LDCIL Data Download

(For Non-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, at Manasgangotri, Mysore – 570006, 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 at <http://www.ldcil.org> or its sub-domains for the purposes of non-profit research only.

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 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) An academic, educational or research institution, or other organization, or an individual and wishes to use the "Linguistic Resources" for purely research purposes only.
- (iii) Capable of submitting a legally efficient and valid document to substantiate and establish that the End User is an academic, educational or research institution, or other organization, or an individual who wishes to use the “Linguistic Resources” for purely research purposes only.
- (iv) Resident of India and also warrant that any registration/download/Payment Information that is provided by the End User is true, accurate and complete.

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 citizen of India Age: _____; Occupation: _____;
working / having office / conducting business at (please give address): _____

_____;

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

, as the requesting or contact person, 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://www.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 worked 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 only by the End User for research purposes only in adherence to this Undertaking.

- ii. The End User may use the Linguistic Resources for non-commercial purposes only.
- iii. This Undertaking grants permission to use the Linguistic Resources only to the End User or the End User may only on a need-to-know basis disclose the Linguistic Resources to those researchers who belong to the same research institution as the End User. The End User shall be liable to ensure that those researchers are bound by and adhere to all the terms and conditions contained herein. The names of all such members are to be explicitly mentioned with the details as given in the table below. Please add more rows if required as such. In case more names require to be added later, a separate request may be sent out to LDC-IL (via post or via designated email).

Name (of research colleague)	Address (with valid phone number and email address)	Affiliation	Signature

- iv. The users will be able to download the linguistic resources only in a downloadable link. The link will be provided after the download request 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.
- v. The End User shall not have any rights over the Linguistic Resources or any part thereof and hereby agrees to it.
- vi. 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.
- vii. The End User shall not use the Linguistic Resources or any derived work thereof (irrespective of the quantum of contribution) in whatever form for commercial purposes of any kind.
- viii. The End User shall refrain from using the Linguistic Resources for the purpose of development of or in any computer application regardless of whether the application is of any commercial nature or not.
- ix. The End User (either himself/herself, itself 'entity' or through another person or entity) shall refrain from copying, distributing, selling, offering for sale, promoting, publishing (for commercial purposes), the linguistic resources in any form.
- x. The End User shall be allowed to retain only 1 (one) copy of the Linguistic Resources as back-up.
- xi. The End User hereby agrees to not re-distribute or otherwise make publicly available Linguistic Resources or any work derived out of it without obtaining a prior permission of LDC-IL.
- xii. 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.

- xiii. The content used in the linguistic resources may come from various sources. LDC-IL makes an effort that the content used herein falls under the “fair dealing” 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 the 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 to the LDC-IL.

3. End User Terms:

- i. The End User agrees that all the work derived from the Linguistic Resources shall be exclusively distributed through the data Center of LDC-IL, with LDC-IL's written consent.
- ii. 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.
- iii. The End User warrants that he/she is a citizen of India and residing within the territory of India and has a valid Voter's ID/ UID/ PAN card/ PASSPORT/ Central/ State Govt. ID. Or, is an institution based in and registered in India. The End User agrees that the Linguistic Resources is provided to End User on as is basis.
- iv. The End User hereby agrees to permit LDC-IL and/its authorized representatives to visit the premises/site of the End User or any other premises/site where the Linguistic Resources have been used/ worked on/ published by the End User or anyone acting on his/ her/ its behalf, without prior intimation to the End User, for the purposes of verification of the conformity of this undertaking and usage of the Linguistic Resource.
- v. 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. 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.

5. 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.

6. Errors on Site:

- i. We work 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.

7. Amendments/modifications/Improvements:

- i. If the End User makes any amendments/modifications/improvement to the Linguistic Resources, he may preferably communicate and make available the same 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.

8. 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.

9. 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.

10. 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.
11. 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.
12. 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.

13. 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.

14. 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.

15. 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 (with seal, if any, of the requester)

Name:

Designation:

Place:

Date:

Address:

Signature (with seal, of the forwarding authority)

Name:

Designation:

Place:

Date:

Address:

Recommendations of Competent Forwarding Authority