

Non-commercial (Academic) Licence for the AVOZES Data Corpus and Associated Documentation

This licence agreement governs the relationship between the copyright and intellectual property owner (“the licensor”) of the audio-video speech data corpus known as the AVOZES data corpus and “the licensee”. This licence regulates the use of the AVOZES data corpus for **non-commercial**, in particular **academic research, purposes ONLY** by the licensee. If at any stage a **commercial use** of the AVOZES data corpus is intended or actively pursued, a commercial licence must be obtained.

Parties to this Licence Agreement

- (1) **The Licensor:**
Roland Goecke
Currently with National ICT Australia, Canberra Laboratory, Locked Bag 8001, Canberra ACT 2601, Australia
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- (2) **The Licensee** as detailed in the Licence Schedule at the end of this Licence Agreement.

Agreement

1 Definitions

In this Licence Agreement, the following expressions have the following meanings:

- 1.1 “the Licensed Data” means the audio-video speech data corpus AVOZES and its associated documentation
- 1.2 "the Documentation" means the documentation which the Licensor makes available to the Licensee in connection with the Licensed Data
- 1.3 "the Licence" means the Licence granted by the Licensor pursuant to this Licence Agreement
- 1.4 "the Equipment" means the Licensee's computers and other machinery in respect of which the Licence is granted
- 1.5 "the Licence Period" means the Licence period specified in paragraph C in the Licence Schedule
- 1.6 "the Licence Schedule" means the Licence Schedule at the end of this Licence Agreement.

2 Licence

- 2.1 The Licensor grants the Licensee a non-exclusive license to load the Licensed Data into, and to store and run them on, the Equipment in accordance with the terms of this Licence Agreement. The Licensor will not provide any support or assistance with maintenance with respect to the Licensed Data, unless explicitly stated in this Licence Agreement.
- 2.2 The Licensed Data and the Documentation may be used only for the purpose of non-commercial, in particular academic, research using the Licensed Data. If at any stage a commercial use of the Licensed Data is intended or actively pursued, a commercial licence must be obtained from the Licensor.
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- 2.4 The Licensor is not responsible for any damage to, or loss of, the Equipment used for processing and/or storage of the Licensed Data.
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- 2.10 The Licensee acknowledges that it is licensed to use the Licensed Data only in accordance with the expressed terms of this Licence Agreement and not further, or in any other way.

- 2.11 The Licence will begin on the delivery of the Licensed Data to the Licensee and will continue until the expiry of the Licence Period or until terminated earlier in accordance with clause 9.

3 Publications Resulting from the Use of the Licensed Data

- 3.1 The Licensee is permitted to publish external and internal research reports (for example, but not limited to, technical reports, conference papers, journal papers, books, student theses, whether in printed, electronic or any other form) which result from the Licensee's use of the Licensed Data in accordance with this Licence Agreement, on the condition that the Licensee acknowledges the use of the Licensed Data in the research report in the form of a reference to the following paper:

R. Goecke and J.B. Millar, "The Audio-Video Australian English Speech Data Corpus AVOZES", *Proceedings of the 8th International Conference on Spoken Language Processing ICSLP2004*, Volume III, pages 2525-2528, Jeju Island, Korea, 4-8 October 2004

- 3.2 The Licensee is allowed to extract video frames ("frame grabbing") and audio samples for the purpose of including them in the Licensee's research publications and presentations (conferences, lectures, seminars, web pages), provided that no such publication or presentation contains more than 50 (fifty) video (still) frames and / or more than 10 (ten) audio or AV sequences with a maximum length of 30 seconds each, where sequence refers to the data files of the Licensed Data, unless prior written permission has been given by the licensor, and provided that the AVOZES data corpus is referenced as described in clause 3.1.
- 3.3 The obligations of clauses 3.1 and 3.2 will remain in full force and effect and continue indefinitely, even if the Licence expires or this Licence Agreement is terminated.

4 Payment of Licence Fee

- 4.1 The Licensee will pay the Licence Fee specified in paragraph D of the Licence Schedule on the signing of this Licence Agreement. No Licensed Data will be made available to the Licensee until full payment is received by the Licensor.
- 4.2 All charges payable by the Licensee under this Licence Agreement will be paid, without deduction or set off when returning the signed agreement to the Licensor prior to the receiving of the Licensed Data.

5 Warranties

- 5.1 THE EXPRESSED TERMS OF THIS LICENCE AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS

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6 Intellectual Property

- 6.1 The copyright and all other intellectual property rights in the Documentation and in the Licensed Data are and will remain the property of the Licensor or its appointed or legal successor.
- 6.2 The Licensor reserves the right to grant licenses to use the Licensed Data and the Documentation to third parties.
- 6.3 The Licensee acquires no rights in the Licensed Data or in the Documentation, except the Licence.
- 6.4 All proprietary and copyright notices are precautionary only and do not imply publication.

- 6.5 The Licensee will notify the Licensor immediately, if the Licensee becomes aware of any unauthorised use of the Licensed Data or of the Documentation by any person, company, organisation or institution.

7 Copying and Amendments

- 7.1 The Licensee may make only as many copies of the Licensed Data and the Documentation as are reasonably necessary for back-up purposes and use of the Licensed Data in accordance with this Licence Agreement. Those copies, and the media on which they are stored, will be the property of the Licensor. The Licensee will ensure that all copies of the Licensed Data and/or the Documentation bear the proprietary and other notices contained in or on the original copy of the Licensed Data supplied to the Licensee. The terms and conditions of this Licence Agreement will apply to all copies as it applies to the Licensed Data.
- 7.2 The Licensee will not alter or modify the Licensed Data in any way, nor will the Licensee allow the Licensed Data to be combined with, or to become incorporated in, any other data except as specifically provided for in the Documentation, or by prior explicit written agreement with the Licensor. The Licensee is granted the right to perform experiments with and analyses on the data, use the data in conjunction with other (self-recorded or otherwise acquired) data, and may publish the results of any such work, under the terms and conditions provided in clauses 3.1-3.3 of this Licence Agreement.
- 7.3 As the Licence is for non-commercial (academic research) purposes only, the Licensee acknowledges that it will have no reason to modify or merge it with any other data except as expressly provided in this Licence Agreement and the Licensee undertakes not to do so.
- 7.4 The Licensor, at its discretion, may provide the Licensee with amendments and/or extensions to the Licensed Data. All such amendments and extensions are subject to this Agreement.

8 Security and Control

- 8.1 The Licensee will:
- 8.1.1 Effect and maintain adequate security measures to safeguard the Licensed Data and the Documentation from access or use by any unauthorised person
- 8.1.2 Retain the Licensed Data and the Documentation and all copies of either or both under the Licensee's effective control
- 8.1.3 Maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Data and produce that record to the Licensor on request.

- 8.2 The provisions of clause 8.1 will remain in full force and effect and continue indefinitely even if the License or this Agreement is terminated.

9 Termination

- 9.1 This Licence Agreement shall become effective on the date of completion of signing this Licence Agreement by all agreement parties on the condition of full payment of the Licence Fee. The Licence Agreement will remain in effect until the end of the Licence Period stated in paragraph C in the Licence Schedule, unless otherwise earlier terminated in accordance with this clause 9.
- 9.2 Either party may terminate this Licence Agreement if written notice of at least one month has been given to the other party of either a desire to terminate or a substantial or persistent breach which cannot or will not be remedied by the other party.
- 9.3 Immediately on the termination of the Licence, the Licensee will return at their own expense and by secure means to the Licensor the Licensed Data, the Documentation and all copies of the Licensed Data and of the Documentation, or if requested by the Licensor, the Licensee will delete the Licensed Data and the Documentation from the Equipment on which they are stored, and destroy all copies of the Licensed Data and the Documentation and will certify these actions in writing to the Licensor.
- 9.4 Any termination of the Licence (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force, or the continuing in force of any provision of this Licence Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

10 Licensee's Warranty

- 10.1 The Licensee warrants to the Licensor that the Licensee has not been induced to enter into this Licence Agreement by any prior representations, whether oral or in writing or in any other form, except as specifically contained in this Licence Agreement, and (except in the case of fraudulent misrepresentations) the Licensee waives any claim for breach of any representation or any misrepresentation, which is not specifically contained in this Licence Agreement.

11 Liability

- 11.1 As the Licence is granted for non-commercial (academic research) purposes only, the Licensor will have no liability for any loss or damage, whether in contract or in tort, including but not limited to negligence, or arising in any other way, and whether or not foreseeable by the Licensor.

- 11.2 In any case the Licensor will not be liable to the Licensee for loss of profits, loss of business, loss of savings, loss of opportunity or any kind of direct, indirect or consequential loss or damage, whether in contract or tort, including but not limited to, negligence, or arising in any other way, and whether or not foreseeable by the Licensor.
- 11.3 The Licensee acknowledges that the limitations on and exclusions of the Licensor's liability in this Licence Agreement have been drawn to the Licensee's attention.
- 11.4 The Licensor will not be liable to the Licensee for any loss arising out of or contributed to by any failure by the Licensee to keep full and up to-date security copies of the Licensed Data and data it uses, in accordance with best practice.

12 Waiver of Remedies

- 12.1 No forbearance, delay or indulgence by either the Licensor or the Licensee in enforcing the provisions of this Licence Agreement will prejudice or restrict its rights, and no waiver of any right will operate as a waiver of any subsequent breach. No right, power or remedy conferred in this Agreement on, or reserved to, either the Licensor or the Licensee is exclusive of any other right, power or remedy available to it and each of those rights, powers and remedies including, but not limited to injunctive relief is cumulative.

13 Entire Agreement

- 13.1 This Licence Agreement supersedes all earlier agreements, arrangements and understandings between the Licensor and the Licensee relating to the Licensed Data. It constitutes the entire agreement between them in respect of its subject matter. No addition to, or modification of, any provision of this Licence Agreement will be binding on the Licensor or on the Licensee unless it is made by a written instrument signed by a duly authorised representative of each of them.
- 13.2 If any clause or part of a clause of this Licence Agreement is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Licence Agreement, but the rest of this Licence Agreement is not affected.
- 13.3 If a clause or part of a clause of this Licence Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

14 Notices

- 14.1 All notices to be given under this Licence Agreement must be in writing and sent to the postal address of the intended recipient set out in paragraph B in the

Licence Schedule to this Licence Agreement or to any other postal address which the intended recipient may designate by notice given in accordance with this clause. Any notice may be delivered personally or sent by registered express post, and it will be deemed to have been served: if by hand, when delivered; if by registered express post, 72 hours after posting.

15 Headings

15.1 The headings to the clauses of this Licence Agreement are for ease of reference only and do not affect the interpretation or construction of this Licence Agreement.

16 Law

16.1 This Licence Agreement is governed by and to be construed in accordance with the laws of Australia and the Licensee will submit to the jurisdiction of Australian Courts.

Signed for and on behalf of the Licensee by its duly authorised representative:

_____ Date _____

Signed by the Licensor or by its duly authorised representative:

_____ Date _____