

Licence agreement for non-commercial use

Article 1. Definitions

Product:	DuELME, full and correct name: “ <i>DuELME (Version 2.0) (2011) [Data set]. Available at the Dutch Language Institute: http://hdl.handle.net/10032/tm-a2-j9”</i> , including the total contents of the downloaded or supplied files, including but not limited to (i) any software or computer information supplied with or forming part of Product and (ii) any associated written materials or explanatory files;
Agreement:	this licence agreement;
User:	the natural person who has accepted this Agreement via the Web Shop in accordance with the provisions of Article 3;
INT:	the Dutch Language Institute (Instituut voor de Nederlandse Taal), a legal entity established and situated in Leiden.
Web Shop:	the service available on the website of the INT where software, data and other language resources can be downloaded.

Article 2. Applicability

These terms of use apply to the Product made available by the INT on the basis of this Agreement and to the related legal relationship between the INT and the User.

Article 3. Conclusion of the Agreement

The Agreement is concluded when the User has clicked on the ‘Akkoord’ (‘Agree’) button during the Product ordering procedure at the Web Shop.

Article 4. Terms of Use

4.1 The INT hereby grants to the User, and the User accepts, the non-exclusive right to:

- a. consult and/or to use the Product for personal research and as supplementary material for any educational instruction given by the User;
- b. use the Product for the development of new products, (hereinafter referred to as the “New Products”), provided that (the contents of) the Product, a part of the Product, or a quantitatively or qualitatively substantial part thereof is neither included in the New Products in a recognizable form, nor copied or reproduced, and provided that there is no conflict with the terms of use in this Agreement.

The User is not permitted to use the Product for commercial purposes.

4.2 New Products developed under Article 4.1 (b) of this Agreement may only be used by the User for personal practice, study or use and may not be made public, sold to third parties, lent and/or made available to third parties, unless and insofar as explicit written permission has been given by the INT in accordance with Article 8 of this Agreement.

4.3 The User is entitled to refer to the Product in public presentations, scientific publications or publications for educational purposes, to mention the use of the Product and/or to report on work carried out with use of the Product. The User will, in such cases, mention explicitly the full and correct name of the Product.

4.4 Insofar as software forms part of the Product, the software may only be installed on the User's computers.

4.5 The INT grants the User the right to copy the Product for back-up purposes. The User is not permitted to make more copies of the Product than are strictly necessary for the purposes described in Article 4.1 of this Agreement.

4.6 The User is only permitted to use the Product for the purposes described in Article 4.1 of this Agreement. The User does not have the right to reproduce and/or copy (the contents of) the Product or any (quantitatively or qualitatively substantial) part thereof, unless this is necessary for the purposes referred to in Article 4.1 (b) of this Agreement or where permitted under Article 4.4 and/or Article 4.5 of this Agreement. The User does not have the right to make public, sell to third parties, lend and/or make available to third parties in any other way (the contents of) the Product, nor any (quantitatively or qualitatively substantial) part thereof.

4.7 The User does not have the right to apply techniques to any software supplied with or forming part of the Product that could reveal its internal workings, including but not limited to 'reverse engineering'.

4.8 The rights granted to the User under this Agreement are non-transferable. The User is not permitted to sublicense these rights.

Article 5. Licence fee, payment and delivery

5.1 No compensation shall be due for the rights granted to the User, as referred to in Article 4 of this Agreement.

Article 6. Errors and omissions

6.1 Should the User discover errors, bugs, omissions, inconsistencies etc. in any part of the Product whatsoever, the User is requested to report these to the INT. The right to publish lists of errors, bugs, omissions, inconsistencies etc. is reserved by the INT. The User is permitted to report errors, bugs, omissions, inconsistencies etc. in public presentations, scientific publications or publications for educational purposes, where the Product is referred to, the use of the Product is mentioned and/or a report is made of work carried out using the Product.

6.2 The INT gives no guarantee and accepts no responsibility whatsoever for any restrictions or errors in the Product and accepts no liability whatsoever for damage, loss or inconvenience resulting from use of the Product.

6.3 The INT gives no guarantee whatsoever that the Product or part thereof can be used for specific purposes, nor that the Product will perform continuously, safely and error-free.

Article 7. Intellectual Property

7.1 Under no circumstances shall the User acquire copyright, neighbouring rights, database rights and/or other (intellectual property) rights with respect to the Product.

7.2 The User acknowledges that use of the Product is subject to the restrictions applicable under Dutch law pertaining to intellectual property rights and other forms of legal protection, including but not restricted to copyright, neighbouring rights, database rights and software rights, and that the User will be legally liable in cases of any breach of such restrictions. The User will refrain from breaching these restrictions. Consequently, the User will not publish any parts of the Product (such as texts, sound fragments or other types of data and/or tools), other than short examples in scientific publications or publications for educational purposes.

7.3 Insofar as alterations, modifications and/or additions to the Product by the User may result in the User's own or new rights with respect to the Product, these will be transferred entirely and without question in advance by the User to the INT. The INT hereby accepts this transfer.

7.4 Insofar as the transfer, as intended in the previous subsection, is not realized or proves not to be possible under this Agreement, the User agrees to do all that is necessary to effect the transfer of all intellectual property rights pertaining to the Product free of charge, at the first request from the INT. Furthermore, the User hereby grants the INT, insofar as necessary until the moment of complete transfer, an unrestricted, exclusive Licence, which the INT hereby accepts.

Article 8. Right of option

8.1 If the User wishes to make public and/or make available to third parties and/or in any other way wishes to exploit the New Products developed in accordance with subsection b of Article 4.1, he must first offer the INT an exclusive Licence, in which the INT is authorized to make the New Products available. The INT will, within two (2) months of receipt of such an offer from the User, decide if it wishes to obtain an exclusive licence.

8.2 Under the exclusive licence, as intended in the previous subsection, the User shall under all cases grant the INT the following rights:

- a. the right to make public and to copy the New Products;
- b. the right to grant sublicences to third parties for the use of the New Products for research and educational purposes;
- c. the right to grant sublicences to third parties so that they can develop and exploit the New Products, provided that neither these New Products nor a qualitatively nor quantitatively substantial part thereof are recognizable in the New Products to be developed by the third party;
- d. the right to use the New Products to develop (or have developed) and exploit additional new products.

Article 9. Term and termination of the Agreement

9.1 This Agreement is valid from the moment the User has accepted this Agreement and has downloaded the Product (cf. Article 3).

9.2 The INT is entitled to terminate this Agreement at any time with immediate effect and without notice if:

- a. the User operates in conflict with one of the provisions of this Agreement and if the User does not remedy this within fourteen (14) days after formal written notice by the INT;
- b. the User files for bankruptcy, applies for a suspension of payments or for the application of the statutory debt rescheduling scheme for natural persons; if the User has been declared bankrupt; if a suspension of payments has been granted to the User; or if the statutory debt rescheduling scheme for natural persons has been declared applicable to the User.

9.3 If this Agreement is terminated for whatever reason, the INT is not liable for any consequential damage suffered by the User as a result of the termination of the Agreement.

9.4 From the moment that the Agreement is terminated, for whatever reason, the User no longer has the rights, granted to the User by the INT under this Agreement.

9.5 If this Agreement is terminated, for whatever reason, the User is obliged permanently and with immediate effect to refrain from all use of (the content of) the Product, or part thereof.

9.6 The User is obliged to destroy all information pertaining to and all components of the Product together with any back-up(s) made by the User and report this destruction in writing to the INT, within thirty (30) days of the termination of this Agreement.

Article 10. Disputes and legal jurisdiction

10.1 This Agreement is subject to Dutch law.

10.2 In case of any disputes arising out of this Agreement or any subsequent related agreements, the parties shall first attempt to reach an amicable solution through constructive and reasonable negotiations, for example via mediation in line with the mediation rules of the Mediatorsfederatie Nederland, valid on the day mediation begins. Should it become apparent that it is not possible to resolve the dispute as intended under this Clause, the dispute will be submitted to the competent court in The Hague.

10.3 Alternative conditions, changes and/or additions to this Agreement are only valid if and insofar as agreed explicitly in writing by the User and the INT.

10.4 If a condition in this Agreement is invalid or nullified, the other conditions remain entirely valid. The User and the INT will then enter into negotiations to agree a new condition to replace the invalid or nullified condition, whereby consideration will be taken as much as possible of the purpose and intention of the invalid or nullified condition.

10.5 The English version of this Agreement is provided for the convenience of the User. In case of discrepancies or differences in interpretation, the Dutch version of this Agreement is binding.