**AGREEMENT ON THE DISTRIBUTION OF LANGUAGE RESOURCES IN THE CLARIN SERVICE (“AGREEMENT”)**

**Signature part**

**1.** **Parties**

University of Helsinki, business ID 0313471-7, address Yliopistonkatu 3 (P.O. Box 4), 00014 Helsinki, hereinafter “Language Bank”

and

Name, domicile, <business ID or ORCID>, other contact information, hereinafter “Rightholder”.

and

Name, domicile, <business ID or ORCID>, other contact information, hereinafter “Controller”.

<The Controller may be the same entity as the Rightholder. However, in case the Resource contains personal data, the Controller must be defined in this part of the Agreement.>

<In case the Controller is the University of Helsinki, who also represents the “Language Bank”, the University of Helsinki will only be mentioned once, stating the definition as “… hereinafter ‘Controller’ and ‘Language Bank’”.>

**2. Object and purpose of the Agreement**

This Agreement concerns the distribution of the Resources described in the Annexes to the Agreement to End-Users in the CLARIN service. The purpose of this Agreement is to specify the rights and obligations related to the distribution, to identify and describe the Resource to be distributed in the CLARIN service, as well as to define the terms and conditions under which the Language Bank and the End-Users can use the Resource.

**3.** **Contact details**

**Language Bank of Finland**

Contact person: Mietta Lennes

Email: fin-clarin@helsinki.fi

Address: FIN-CLARIN, Faculty of Arts, PO Box 24, 00014 University of Helsinki

Phone:

**Rightholder**

Contact person:

Email:

Address:

Phone:

**Controller (if different from the Rightholder)**

Contact person:

Email:

Address:

Phone:

**4. Annexes**

 The Agreement comprises this signature part and the following annexes:

Annex 1 – General terms and conditions for the distribution of language resources (“General terms and conditions”)

Annex 2 – Identification of the Resource, specifications and referencing convention

Annex 3 – Information about the Language Bank’s and the End-User’s licence

Annex 4 – Resources licensed by third parties

Annex 5 – Description of the Resource containing personal data and the data protection terms and conditions applicable to the End-User

<Annex 6 – Agreement on the processing of personal data (only if the Language Bank acts as the processor)>

**5. Copies of the Agreement**

This Agreement has been drawn up in identical copies, one for each party to the Agreement. The parties may sign the Agreement electronically by using electronic signature software or by sending a signed copy of the signature page to each other in PDF format.

**6.** **Place, date and signatures**

<If signing electronically, the following note can be included for the sake of clarity, unless it is possible in the system to insert the signatures here:>

The electronic signatures of all parties to the Agreement are inserted on a separate signature page.

**Signatories:**

* Firstname Lastname (Rightholder)
* Firstname Lastname (Controller) <if different from the Rightholder>
* Firstname Lastname, Role **(**University of Helsinki**)**

<Alternatively, include suitable placeholders for the signatures:>

**Rightholder:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20<XX>

 Place and date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name]

 [Title]

**Controller <if different from the Rightholder>:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20<XX>

 Place and date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name]

 [Title]

**University of Helsinki:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20<XX>

 Place and date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name]

 [Title]

**Annex 2:** **Identification of the Resource, specifications and referencing convention**

**Name of the Resource in Finnish:** <FULL NAME IN FINNISH>

**Name of the Resource in English:** <FULL NAME IN ENGLISH>

Address of the Resource: <Persistent identifier or website describing the Resource, if available>

**Description of the Resource**

<Add a short description identifying the Resource (e.g., the types of content, the method of collection, the research project it is related to), and as detailed a description as possible of the size and format of the Resource. The purpose is to specify the resource package that the Agreement applies to and ensure that the Resource is delivered in the agreed format.

**Authors of the Resource**

A list of the authors of the Resource, following the appropriate order for source references:

<LAST NAME, FIRST NAME; email address or ORCID ID, if available>

Any modifications to the referencing convention used for the Resource

<NB! As a rule, referencing should comply with the general convention adopted by FIN-CLARIN. If, for a specific reason, changes need to be made to the source reference or reference must necessarily be made to another publication apart from the Resource, the referencing convention can be described in greater detail here.>

**Annex 3:** **Information about the licence chosen for the Agreement**

<OPTION 1: The Rightholder and Controller submit the Resource to the Language Bank for permanent administration>

Explanation: In this option, the responsibility for distributing the Resource to End-Users is entirely transferred to the Language Bank. Before granting access to the Resource, the Language Bank may consult the Rightholder and the Controller, and they may advise the Language Bank. However, the Language Bank has the decisive right and legal responsibility for distributing and licensing the Resource to End-Users.>

The Rightholder grants the Language Bank a non-exclusive, permanent and irrevocable licence (in force during the validity of copyright or related rights) to use and make copies of the Resource, make the Resource available to End-Users in the CLARIN service and grant licences to the Resource to End-Users. The licence applies to the Resource, whether modified or unmodified or part of a joint work. These rights apply to all known means and formats of communication, and they include the right to make changes that enable the Resource to be used on other devices and in other formats.

The Language Bank may grant licenses to End-Users on the following conditions:

ACA category (ID, BY, NORED + any other required conditions):

The Language Bank grants the End-User a free, non-exclusive and perpetual (for the duration of the copyright) right to use and make copies of the Resource for educational, teaching or research purposes in the End-User’s organization as such, as modified, or as part of a compilation or derived work. The licence applies to all known or future modes and means of communication and includes a right to make modifications enabling the use of the Resource on other devices and in other formats.

RES category (ID, BY, PLAN, NORED + any other required conditions):

The Language Bank grants the End-User a personal free, non-exclusive and perpetual (for the duration of the copyright) right to use and make copies of the Resource for the purpose agreed with the End-User as such, as modified, or as part of a compilation or derived work. The permission applies to all known or future modes and means of communication and includes a right to make modifications enabling the use of the Resource on other devices and in other formats.

Identification and access conditions

[   ] ID: The End-User must identify themselves.

[   ] PERM: The End-User can only be granted access to the Resource on a case-by-case basis, for example, based on a research plan or for a fee.

[   ] PLAN: The End-User must submit a research plan to the Language Bank before the licence can be granted. The End-User may only use the Resource for the purpose described in the research plan.

Conditions of use

[   ] BY: The author(s) of the Resource must be mentioned in connection with use.

[   ] NC: The Resource may not be used for commercial purposes. Research projects involving Business Finland, the Academy of Finland or other similar parties are not considered to involve commercial purposes, even if some of the funding comes from companies.

[   ] LOC: The Resource may only be used in a specific location, centre or service.

[   ] PRIV: There are personal data in the Resource. The Language Bank may grant licences only to registered users. The Resource containing personal data may be processed only if the End-User undertakes to comply with the data processing terms and conditions issued by the Language Bank, which the End-User must approve when applying for the right to use the Resource. The End-User may process the personal data in the Resource only as long as there is a legal basis for the processing, after which the personal data must be deleted.

Distribution conditions

[   ] NORED: The Resource may not be disclosed to third parties. However, the Resource may be disclosed to subcontractors with whom appropriate agreements have been concluded concerning the subcontracted service and the processing of personal data. Subcontractors are only allowed to use the Resource to perform the service.

[   ] DEP: Edited versions of the Resource can be made available through the CLARIN service by separate agreement with the Language Bank.

[   ] ND: It is not permitted to make available or disclose to third parties new works derived from the Resource or containing parts of the original Resource.

Other conditions of use

[   ] \* <Any other special conditions that the user must take into account>

In addition, the License shown to the End-User includes the following:

This license has been made in compliance with copyright agreements by WIPO – the World Intellectual Property Organization. The rights granted in this license shall be so interpreted that in case applicable intellectual property laws grant rights not mentioned in this license, they are also regarded as part of the rights to be licensed; the purpose of this license is not to restrict any rights intended to be licensed within different legal systems. Additional rights to the Resource may be agreed separately in writing.

The Language Bank has the right to amend these terms on legitimate grounds, which may relate to, including but not limited to, instructions given by authorities, best practice, or changes in data protection laws or other applicable laws. A notification of any changes made shall be provided sixty (60) days before they take effect on the Language Bank’s website, as well as by email to the addresses included in the End-User’s application for access to the Resource.

The Language Bank is a data controller as concerns making the Resource available in the CLARIN service and distributing them to the End-Users, in accordance with this Agreement. The Controller approves the disclosure of the Resource to the Language Bank for the purpose specified in this Agreement. For the sake of clarity, the Language Bank will not become a controller of the Resource in any other respect.

<NB. The option to consult the Rightholder and/or the Controller may only apply to resources for which access may be granted on the basis of a research plan (CLARIN RES type licenses). >

**Consulting** **the Rightholder**

The Rightholder wishes that the Language Bank asks for their opinion before granting a license to End-Users:

[   ] Yes

[   ] No

[   ] Until [date], after which the Language Bank may license the Resource without first contacting the Rightholder.

The Rightholder is responsible for ensuring that they have provided the Language Bank with their current contact information. In case the Language Bank is unable to reach the Rightholder within 5 work days from the first contact attempt, the Language Bank may grant a license to the End-User without hearing the opinion of the Rightholder. For the sake of clarity, it is stated that the Language Bank still has the decisive right and legal responsibility for distributing and licensing the Resource to End-Users.

The Rightholder undertakes to keep the research plans of End-Users confidential and not to disclose them to others. This responsibility will remain in effect even after the termination of the Agreement, until the research plans have been made public.

**Consulting the Controller**

The Controller wishes that the Language Bank asks for their opinion before granting a license to End-Users:

[   ] Yes

[   ] No

[   ] Until [date], after which the Language Bank may license the Resource without first contacting the Controller.

The Controller is responsible for ensuring that they have provided the Language Bank with their current contact information. In case the Language Bank is unable to reach the Controller within 5 work days from the first contact attempt, the Language Bank may grant a license to the End-User without hearing the opinion of the Controller. For the sake of clarity, it is stated that the Language Bank still has the decisive right and legal responsibility for distributing and licensing the Resource to End-Users.

The Controller undertakes to keep the research plans of End-Users confidential and not to disclose them to others. This responsibility will remain in effect even after the termination of the Agreement, until the research plans have been made public.

<OPTION 2: The licence is valid for as long as the Agreement remains in force. The Rightholder (+ Controller if applicable) decides on the disclosure of the Resource.>

Explanation: In this option, the Rightholder and the Controller make the decisions about granting licenses the Resource. The Language Bank has the role of communicating the Resource to End-Users according to the instructions given by the Rightholder and the Controller. The Controller itself is responsible ensuring that distribution of the Resource to End-Users is in compliance with the rules and regulations regarding personal data. The Language Bank acts as the processor of personal data on behalf of the Controller.>

The Rightholder grants the Language Bank a non-exclusive licence to use and make copies of the Resource, make the Resource available to End-Users in the CLARIN service and grant licences to the Resource to End-Users. The licence applies to the Resource, whether modified or unmodified or part of a joint work. These rights apply to all known means and formats of communication, and they include the right to make changes that enable the Resource to be used on other devices and in other formats. The licence is valid for as long as the Agreement remains in force.

The Language Bank may grant licenses to End-Users on the following conditions (applicable conditions are marked with an X):

ACA category (ID, BY, NORED + any other required conditions):

The Rightholder grants the End-User a free, non-exclusive and perpetual (for the duration of the copyright) right to use and make copies of the Resource for educational, teaching or research purposes in the End-User’s organization as such, as modified, or as part of a compilation or derived work. The licence applies to all known or future modes and means of communication and includes a right to make modifications enabling the use of the Resource on other devices and in other formats.

RES category (ID, BY, PLAN, NORED + any other required conditions):

The Rightholder grants the End-User a personal free, non-exclusive and perpetual (for the duration of the copyright) right to use and make copies of the Resource for the purpose agreed with the End-User as such, as modified, or as part of a compilation or derived work. The permission applies to all known or future modes and means of communication and includes a right to make modifications enabling the use of the Resource on other devices and in other formats.

Conditions related to identification and access

[  ] ID: The End-User must identify themselves.

[   ] PERM: The End-User can only be granted access to the Resource on a case-by-case basis, for example, based on a research plan or for a fee.

[   ] PLAN: The Rightholder requires the End-User to present a research plan before the licence can be granted. The End-User may only use the Resource for the research purpose described in the research plan.

Conditions of use

[   ] BY: The author(s) of the Resource must be mentioned in connection with use.

[   ] NC: The Resource may not be used for commercial purposes. Research projects involving Business Finland, the Academy of Finland or other similar parties are not considered to involve commercial purposes, even if some of the funding comes from companies.

[   ] LOC: The Resource may only be used in a specific location, centre or service.

[   ] PRIV: The Resource contains personal data. The Language Bank may grant licences only to registered users. Resource containing personal data may only be processed if the End-User undertakes to comply with the conditions for personal data issued by the Controller, which are described in Annex 5 (Description of the Resource containing personal data and the data protection terms and conditions applicable to the End-User) and which the End-User must accept when applying for the right to use the Resource. The End-User may process the personal data in the Resource only as long as there is a legal basis for the processing, after which the personal data must be deleted.

Conditions related to distribution

[  ] NORED: The Resource may not be disclosed to third parties. However, the Resource may be disclosed to subcontractors with whom appropriate agreements have been made concerning the subcontracted service and the processing of personal data. Subcontractors are only allowed to use the Resource to perform the service.

[   ] DEP: Modified versions of the Resource can be made available through the CLARIN service by separate agreement with the Language Bank.

[   ] ND: It is not permitted to make available or disclose to third parties new works derived from the Resource or containing parts of the original Resource.

Other terms of use

[  ] \* <Any other special conditions that the user must take into account>

 In addition, the License shown to the End-User contains the following:

This license has been made in compliance with copyright agreements by WIPO – the World Intellectual Property Organization. The rights granted in this license shall be so interpreted that in case applicable intellectual property laws grant rights not mentioned in this license, they are also regarded as part of the rights to be licensed; the purpose of this license is not to restrict any rights intended to be licensed within different legal systems. Additional rights to the Resource may be agreed separately in writing.

The Language Bank has the right to amend these terms on legitimate grounds, which may relate to, including but not limited to, instructions given by authorities, best practice, or changes in data protection laws or other applicable laws. A notification of any changes made shall be provided sixty (60) days before they take effect on the Language Bank’s website, as well as by email to the addresses included in the End-User’s application for access to the Resource.

<OPTION 3: The Rightholder wishes to make the Resource available under a public licence and the content is to be made available for the first time via the Language Bank, e.g., for convenient discovery and maintenance:>

<*Important:* Before you apply a CC license or CC0 to your work, there are some important things to consider:

* **The licenses and CC0 cannot be revoked.** This means once you apply a CC license to your material, anyone who receives it may rely on that license for as long as the material is protected by copyright, even if you later stop distributing it.
* **You must own or control copyright in the work.** Only the copyright holder or someone with express permission from the copyright holder can apply a CC license or CC0 to a copyrighted work. If you created a work in the scope of your job, it is possible that you are not the holder of the copyright. >

The Language Bank shall make the Resource available under the following licence:

[   ] **Creative Commons CC0 1.0 Universal** (public domain),
https://creativecommons.org/publicdomain/zero/1.0/legalcode

[   ] **Creative Commons Attribution 4.0 International** (CC BY 4.0 or newer),
https://creativecommons.org/licenses/by/4.0/legalcode

[   ] **Creative Commons Attribution-NonCommercial 4.0 International** (CC BY-NC 4.0 or newer)https://creativecommons.org/licenses/by-nc/4.0/legalcode

[   ] <insert another license if needed>

**Annex 4:** **Parts licensed by third parties**

<If the Resource contains parts **subject to copyright or related rights of third parties**, the parts or works must be listed in this or a separate annex. If no such parts exist, an express mention that the Resource does not contain parts licensed by third parties must be included in this Annex.

**Annex 5:** **Description of the Resource containing personal data and the data protection terms and conditions applicable to the End-User**

<In case the Resource does not contain personal data, a mention of it is included here. This renders any separate description of personal data unnecessary.>

1. **Controller**

<NAME, CONTACT INFORMATION>
The Controller’s contact person:
<NAME, EMAIL ADDRESS, OTHER CONTACT INFORMATION>

Contact details of the Controller’s data protection officer <CONTACT DETAILS>

1. **Types of personal data included in the Resource**

<Include here the types of personal data included in the Resource: e.g., age, gender, home town, voice and the topics addressed in the recordings.>

1. **Categories of data subjects**

<Include here the categories of data subjects, whose personal data the Resource includes, e.g., interviewees speaking a specific dialect or speakers of Finnish as a second language.>

1. **Data protection terms and conditions supplied to the End-User**

The Controller specifies the terms and conditions governing the use of personal data, which are to be submitted to the End-User when the End-User applies for the right to use the Resource. The terms and conditions must be accepted for access to be granted to the Resource.

The data protection terms and conditions applicable to the End-User must reflect the purpose for which the Controller is entitled to process and disclose personal data contained in the Resource, and they must match the information provided to data subjects concerning personal data processing.

<*In case OPTION 1 was selected in Annex 3,* the Rightholder and Controllers grant the Language Bank a permanent licence to distribute the Resource, and the Language Bank becomes a Controller as concerns making the Resource available and distributing them to End-Users. In this case, the following note will be added for the sake of clarity:>

The Language Bank has the right to amend these data protection terms and conditions applicable to End-Users.

< *In case OPTION 2 was selected in Annex 3*, the Controller remains the Controller of the Resource and the Language Bank will act as processor of the personal data. In this case, the following note will be added for the sake of clarity:>

The Controller is responsible for ensuring that the data protection terms and conditions are in compliance with laws regarding personal data.

**The following data processing terms and conditions will be communicated to the End-User:**

In these data protection terms and conditions, End-User means the party acting as the Controller for the Resource received, in accordance with the General Data Protection Regulation (EU) 2016/679. Depending on the case and the purpose of Resource use, End-User may therefore mean the CLARIN service user’s employer or organisation (e.g., a university, university of applied sciences or other research organisation) or the service user personally.

The End-User understands that when receiving the Resource, it becomes a Controller, as referred to in the data protection legislation. The End-User must ensure that it complies with the applicable data protection legislation when processing personal data.

**The purpose of use of personal data**

[   ] The Resource may only be used for the research purpose described in the research plan approved by the Controller/Language Bank <select the appropriate alternative>.

[   ] The Resource may only be used for scientific, non-commercial research purposes in <field of use, specify>.

[   ] The Resource may only be used for scientific, non-commercial research purposes.

[   ] The Resource may only be used for non-commercial research or teaching purposes.

[   ] The Resource may be used for the following purposes: <Describe the purposes for which the Resource can be used. The purposes must correspond to the information provided to the data subjects regarding personal data processing. >

**Location of personal data**

<Indicate where personal data can be processed. This must correspond to the information provided to the data subjects regarding the location of personal data and any transfer to other countries.>

[   ] Personal data may not be processed outside Finland.

[   ] Personal data may not be processed outside the European Economic Area.

[   ] Any personal data processing outside the European Economic Area must comply with the requirements laid out in Chapter V of the General Data Protection Regulation.

[   ] The data subjects have given their explicit consent to the open publication of the Resource without restrictions. The End-Users may be located in any country.

[   ] Other requirements concerning the location of personal data: <complete>

**Information security**

<The requirements for information security are based on the severity of risks that personal data processing may cause to data subjects and on the sensitivity of data. The Language Bank has a test to help assess the risk level: <https://www.kielipankki.fi/support/pre-dpia/>

Help for identifying processing that involves a high risk is also available at: <https://tietosuoja.fi/en/impact-assessments>

Contact your own organisation to find out whether it has adopted information security guidelines that may affect the processing of the Resource.>

[   ] The processing of personal data contained in the Resource involves risks that call for a particularly high level of information security.

[   ] Other requirements for information security:

<complete>

**Other data protection terms and conditions**

<If the use of Resource involves other terms and conditions for data protection arising from, for example, information supplied to the research participants or consent given by the research participants, add such terms and conditions here.>

**The date until which the Resource will contain personal data**

<Provide an estimate of, e.g., the year after which this Resource is no longer likely to contain data related to living persons.>