

ANNEX 1: GENERAL TERMS AND CONDITIONS FOR THE DISTRIBUTION OF LANGUAGE RESOURCES

1 Definitions

For the purposes of this Agreement:

“Resource” means the Rightholder’s material described in Annex 2 to this Agreement, which may also include software applications and/or databases.

“CLARIN” means all the parties representing the national consortia, referred to in Article 6.2 of the Statutes of CLARIN ERIC, annexed to the Commission Decision 2012/136/EU, including the University of Helsinki as a representative of FIN-CLARIN.

“CLARIN service” means the distribution of resources, provided by CLARIN, to End-Users through Trusted Centres.

“Trusted Centre” means the technical service providers used by CLARIN, which ensure reliable authentication and authorisation of users, for example, a level B CLARIN centre determined by CLARIN ERIC, such as CSC.

“End-User” means the user of the CLARIN service, which may be an individual, a research group or an organisation depending on the situation.

“Specifications” means the requirements set on the content, functionality and technical features of the Resource, as defined in Annex 2 to this Agreement.

“Rightholder” means the party specified in the signature part of the Agreement, who grants the Language Bank the right to distribute the Resource, described in greater detail in Annex 3. The Rightholder can be a legal person or one or several natural persons.

“Update” or “Updating” means bringing the Resource content up to date, for example, by correcting or changing old data or replacing it with new data so that the Resource can be adapted to the technological environment.

“Controller” means the party serving as the controller of the Resource, in accordance with the EU General Data Protection Regulation (2016/679). The Controller is specified in the signature part of this Agreement.

2 The Resource covered by this Agreement, and provisions on its delivery and approval

2.1 Identification of the Resource

The Resource that comes under the scope of this Agreement is identified and described in Annex 2.

2.2 Responsibilities of the Rightholder

The Rightholder shall deliver the Resource in accordance with the relevant Specifications.

3 Delivery and approval of Resource

3.1 Delivery of the Resource

The Rightholder shall deliver the Resource to the Language Bank in electronic format, as described under Specifications in Annex 2.

3.2 Inspection and approval of The Resource

After receiving the Resource, the Language Bank inspects it within a reasonable period of time and notifies the sender that the Resource has been approved for distribution. If the Language Bank finds that the Resource does not comply with the Specifications, it can either fix the errors observed or request the Rightholder to make a new delivery of the Resource.

3.3 Ownership

Ownership of the Resource remains with the original owner(s). Ownership of the physical media containing the Resource supplied by the Rightholder transfers to the Language Bank at the time of delivery.

4 Maintenance and updates

If it so requires, the Rightholder has the primary right to Update the Resource. If the Language Bank and the Rightholder fail to reach an agreement on Updates to the Resource, or the Rightholder cannot be reached, the Language Bank is allowed to Update the Resource itself or use a third party to undertake their technical maintenance and Updating. If the Rightholder has granted the Language Bank a permanent right to use the Resource in Annex 3, the Language Bank can Update the Resource itself or use a third party to undertake their technical maintenance and Updating.

5 Copyright and right of use to the Resource

5.1 The Rightholder or its licensors hold copyright and/or other rights under the Finnish Copyright Act to the Resource. Any material included in the Resource that is licensed by third parties is indicated in Annex 4.

5.2 The Rightholder grants one or more licences to the Resource. The details of the licences are specified in Annex 3. A separate written agreement can be concluded on Resource use that is

broader than the terms and conditions of the licence. As specified in Annex 3, the licence is valid for as long as the Agreement remains in force, or permanently.

5.3 In connection with the Resource, the Language Bank must display the licence text in accordance with the terms and conditions of the licence.

5.4 The Rightholder will not receive compensation for licensing the Resource.

6 Legal responsibilities

6.1 The Rightholder warrants that it and its licensors have the right to grant licenses to the Resource in accordance with this Agreement and Annex 3, and that the use of Resource for the purposes indicated in this Agreement does not infringe third-party or statutory rights.

6.2 If the Rightholder, Controller or Language Bank has justified reason to believe that the Resource or parts of it infringe the rights of a third party, as specified above, or that data protection legislation does not permit the Resource to be distributed in the CLARIN service, the Resource or the infringing parts can be removed from the CLARIN service.

6.3 If the Resource contains personal data, the nature of the data and any resource-specific restrictions related to their handling are described in Annex 5. If the Language Bank acts as the processor of personal data, the terms and conditions for the processing of personal data applicable to the Language Bank are included in Annex 6. The Controller specified in the signature part of this Agreement is responsible for ensuring that it has the right, under the General Data Protection Regulation, to submit the personal data included in the Resource to the Language Bank for distribution. The Controller specifies the conditions regarding data protection, which are to be supplied to End-Users, in Annex 5. If the Rightholder and Controller 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 it to End-Users, the Language Bank has the right to amend the data protection conditions applicable to End-Users. For the sake of clarity, the End-User determines the purposes of its processing and acts as the Controller for its own purposes of use.

6.4 The Language Bank is not responsible for the availability of services, software, the Resource or other content in the CLARIN service, unless an express written agreement to this effect has been concluded by the parties. The Language Bank reserves the right to change, interrupt or terminate the services or access to the services without separate notification at any time and without this giving rise to obligations towards the Rightholder or Controller.

7 Liability for damages

Each contracting party is liable for any damage it causes to the other contracting party by a breach of contract. The aggregate liability for damages of a contracting party is limited to a maximum of twenty thousand (20,000) euros per breach of contract. The Language Bank is liable for damages caused by a Trusted Centre as if they were its own. Liability for damages is limited to direct expenses and damages incurred by the other contracting party. The limitation of liability does not apply to damages caused by gross negligence or intentional action.

8 Entry into force and termination of the Agreement, legal consequences of termination

8.1 This Agreement will enter into force when both parties have signed it and will remain in force indefinitely, unless the Agreement is cancelled or terminated as described under Section 9.

8.2 The following provisions of the Agreement will remain fully in force after the end of the Agreement:

- Section 4 (Maintenance and updates)
- Section 5 (Copyright and right of use to the Resource)
- Section 6 (Legal responsibilities)
- Section 7 (Liability for damages)
- Section 13 (Applicable law and the settlement of disputes)

as well as any other parts of the Agreement that are clearly intended to remain in force after the end of the Agreement.

9 Termination for Breach

9.1 Each contracting party has the right to terminate the Agreement by written notice and with immediate effect if the other contracting party materially breaches the Agreement and does not remedy the breach within sixty (60) days of written notice from the other party.

9.2 If the Agreement is terminated due to a material breach of contract by the Rightholder, the Language Bank has the right to continue to exercise the rights of use specified in this Agreement after termination, unless the Rightholder or Controller demands that the Language Bank return or destroy the Resource in its possession. However, the termination shall not affect permanent licences granted by the Rightholder or licences that the Language Bank has granted to End-Users prior to the termination of the Agreement.

9.3 If the Agreement is terminated due to a material breach of contract by the Language Bank, the Language Bank must stop using the Resource and return or destroy the Resource in its possession. However, the termination will not affect licences that the Language Bank has granted to End-Users prior to the termination of the Agreement.

10 Termination for Convenience

10.1 Each contracting party has the right to terminate the Agreement with a notice period of sixty (60) days. However, such termination shall not affect the permanent licences granted by the Rightholder nor licences that the Language Bank has granted to End-Users prior to the termination of the Agreement.

11 The Agreement and amendments to it

11.1 This Agreement replaces and supersedes any prior agreements between the parties, whether oral or written, regarding the object of this Agreement.

11.2 The contracting parties may make amendments to this Agreement only in writing. All other amendments are invalid. The changes will enter into force when appropriately signed by the contracting parties.

11.3 If one or more term of this Agreement is found to be invalid, this will not affect the validity of the other terms of this Agreement. The contracting parties must replace the invalid term with

a valid term that best describes the intention of the parties at the time they concluded the Agreement.

12 Contact persons, announcements and notifications

- 12.1 The contact persons of the parties are specified in the signature part of the Agreement.
- 12.2 Any announcements or notifications made by the parties under this Agreement are valid if they are made in writing or by email to the addresses of the contracting parties indicated in the signature part of this Agreement.
- 12.3 The contracting parties may change their contact persons or contact information by notifying the other parties in writing.

13 Applicable law and the settlement of disputes

- 13.1 This Agreement is governed by the laws of Finland.
- 13.2 Any disputes arising from this Agreement will be primarily settled through negotiations between the contracting parties. If the parties fail to reach an amicable settlement, disputes will be settled in the District Court of Helsinki.