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LANGUAGE RESOURCES VALUE-ADDED-RESELLER AGREEMENT (VAR)

(Agreement Ref. No. LC/ELDA/VAR/2007/000/NAME)

This agreement is made by and between:

" " (hereinafter called **VAR**), having its principal place of business at:
.....
and represented by:
acting as:

AND

ELDA S.A., (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at: 55-57 rue Brillat Savarin - 75013 Paris, FRANCE
Société Anonyme registered at the Tribunal de commerce de Paris (with a registered capital of 250,000 €):
RCS Paris B 402 781 876 (95b147 95),
and represented by Mr. Khalid CHOUKRI, acting as the Managing Director of ELDA,

- both referred to as "the parties" -

whereby it is agreed as follows:

1. **Language Resources**, object of this AGREEMENT, for which DISTRIBUTOR obtained distribution rights from the rightful holder, are described in Exhibit A.
2. The site of use of the **Language Resources** is mentioned in Exhibit B.
3. Within this AGREEMENT VAR means "Value Added Reseller".
4. DISTRIBUTOR grants VAR the right to reproduce the **Language Resources** temporarily or permanently, to translate, adapt, arrange and modify by any means the **Language Resources**, if one or all of these acts, which normally require an authorization from the **Language Resources** owner, are necessary to access and make the agreed use of the contents of the **Language Resources**.
5. DISTRIBUTOR grants VAR the right to rework and build upon the **Language Resources**, or any component thereof, as necessary or desirable for the purposes of their own internal language engineering research activities or their own internal technology development, at VAR's site (defined in Exhibit B). All rights granted hereunder are perpetual, royalty free and worldwide.
6. DISTRIBUTOR grants VAR the non-exclusive right to distribute and market any derivative product or service based on all or a substantial part of the **Language Resources** (according to VAR's commercialization policies).
7. VAR is not permitted to make available to the public all or any substantial part of the contents of the **Language Resources**, evaluated quantitatively and/or qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution, including free or open-source ones.

8. VAR is not permitted to make products or services available to third parties in any form that allows to reconstruct the original **Language Resources**.
9. VAR acquires no ownership, rights or title in all or any parts of the **Language Resources**.
10. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The **Language Resources** shall not be transferred to or accessed from any other site.
11. DISTRIBUTOR and OWNERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. DISTRIBUTOR and OWNERS give no warranty for merchantability and/or fitness for a particular purpose of the **Language Resources**. **Language Resources** are provided on an "as is with all defects" basis. DISTRIBUTOR does not guarantee the quality or the adequate nature for the intended use of the data.
12. VAR and DISTRIBUTOR are independent contractors. Nothing contained in this AGREEMENT shall be construed as creating an employer-employee relationship, a partnership or a Joint Venture between VAR and DISTRIBUTOR.
13. VAR has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of DISTRIBUTOR, it being intended that each party shall remain an independent contractor responsible for its own actions.
14. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
15. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
16. VAR shall give appropriate references to Distributor, as well as to the name and reference of the Language Resources in scholarly literature when the **Language Resources** are mentioned. The following acknowledgement is required: "ELRA catalogue (<http://catalog.elra.info>), **LANGUAGE RESOURCE NAME**, catalogue reference: **ELRA-XXXX**".
17. VAR shall not use the name of Distributor in any publication in any manner that would imply an endorsement of VAR or any product or service offered by VAR.
18. VAR agrees to pay DISTRIBUTOR a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C and form part of this AGREEMENT.
19. This AGREEMENT is subject to, construed and interpreted in accordance with the Law of France. Should it not be possible to settle amicably differences of interpretation out of this AGREEMENT, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de commerce de Paris" shall be the only competent court.

The entire AGREEMENT is composed of the 19 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

On behalf of
Name:
Title:
Date:

On behalf of ELDA
Name: Khalid CHOUKRI
Title: Managing Director
Date:

EXHIBITS

EXHIBIT A: DESCRIPTION OF LANGUAGE RESOURCES

EXHIBIT B: SITE OF USE

EXHIBIT C: COMPENSATION