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LANGUAGE RESOURCES DISTRIBUTION AGREEMENT

BETWEEN

“

And

ELRA
(European Language Resources Association)

(Agreement Ref. No. LC/ELDA/DISTR-S/2014-01/001-NAME)

This AGREEMENT is made by and between:

“” (hereinafter called **PROVIDER**), having its principal place of business at:

AND

ELRA, having its headquarters at: 46, Grand-Rue, Luxembourg 1660, LUXEMBOURG (hereinafter called **DISTRIBUTOR**)

Preamble:

ELRA has commissioned **ELDA S.A.S.**, its distribution agency, for all activities related to Distribution, having its principal place of business at: 9 rue des Cordelières - 75013 Paris, FRANCE registered at the Tribunal de commerce de Paris: RCS Paris B 402 781 876 (95b147 95).

Terms and conditions

1. PROVIDER certifies that he is the rightful holder of the **Languages Resources** described in Exhibit A.
2. PROVIDER grants DISTRIBUTOR, who accepts, the non-exclusive right to distribute the **Language Resources** described in Exhibit A. "Distribution" shall mean that PROVIDER enables DISTRIBUTOR to market the **Language Resources** according to DISTRIBUTOR's marketing, distribution and commercialization actions.

Add your initials here:

3. PROVIDER authorizes DISTRIBUTOR to grant USER Licenses for the use of the **Language Resources** to any legal entity. DISTRIBUTOR shall impose the relevant obligations of this AGREEMENT on such entity.
4. PROVIDER grants DISTRIBUTOR the rights to carry out, directly or through its appointed subcontractors, a Quick Quality Check (QQC) of the LR contents against its documentation as DISTRIBUTOR sees it appropriate. DISTRIBUTOR will get feedbacks as bugs reports and outputs from the QQC service and will establish a Formal Error List (FEL). The FEL will be public and connected to the LR description in the catalogue. Following these actions, the LR may be attributed a quality flag. DISTRIBUTOR may conduct some work to correct the bugs reported. This will be discussed with PROVIDER (details on the procedure).

DISTRIBUTOR may distribute a correction patch, which will remove the reported bugs and allow user to generate a new version of the LR.

DISTRIBUTOR grants PROVIDER permanent, not revocable, not transferable, free of charge, rights to use the correction patch of the LR for its sole benefit.
5. The **Language Resources** may be duplicated by DISTRIBUTOR as indicated in Exhibit B. DISTRIBUTOR is also authorized to reproduce, in whole or in part, and to modify the **Language Resources**, as well as the accompanying DOCUMENTATION and MANUAL for the purposes of distribution.
6. DISTRIBUTOR agrees to pay PROVIDER a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C.
7. DISTRIBUTOR shall give appropriate references to PROVIDER in scholarly literature when the **Language Resources** are mentioned. DISTRIBUTOR shall not use the name of PROVIDER in any publication in any manner that would imply an endorsement of DISTRIBUTOR or any product or service offered by DISTRIBUTOR.
8. PROVIDER gives no warranty for merchantability and/or fitness for a particular purpose of the **Language Resources**.
9. DISTRIBUTOR gives no warranty for the commercial success of its marketing efforts.
10. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other, in connection with the distribution of **Language Resources**.
11. Neither party shall be held responsible for any delay or failure in performance caused by « force majeure » or other causes beyond the parties' control and without the parties' fault or negligence. Should such event occur, all obligations in this AGREEMENT should be sustained throughout the duration of the event.
12. PROVIDER shall not directly or indirectly offer for sale the Language Resources described in Exhibit A, under price conditions and pricing policy that differ from the ones publicly indicated by DISTRIBUTOR. If PROVIDER decides to have other direct or indirect distribution channels, PROVIDER shall offer DISTRIBUTOR favourable conditions, which are not discriminatory and which are at least as favourable as the ones offered to others. The minimum price to be observed by the other DISTRIBUTORS, including direct distributions by PROVIDER, shall not be lower than DISTRIBUTOR's catalogue price. Nevertheless, PROVIDER shall inform DISTRIBUTOR whenever he decides to offer to third parties price conditions and pricing policy differing from those agreed upon in Exhibit C.
13. 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 13 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:

Add your initials here:

AUTHORIZED BINDING SIGNATURES:

On behalf of **PROVIDER**

On behalf of **ELRA**

Name:

Position:

Date:

Name: Khalid CHOUKRI

Position: Secretary General

Date:

EXHIBITS

EXHIBIT A: LANGUAGE RESOURCES DESCRIPTION:

ADD DESCRIPTION OF LR

EXHIBIT B: MEANS OF DATA DELIVERY:

CD-ROM

EXHIBIT C: PAYMENT SCHEDULE:

The financial aspects, including payment of the Providers' royalties are handled by ELDA, acting on behalf of ELRA.

The revenues are shared on the following basis: ELDA= %, PROVIDER= %

The price per copy (in Euro) is:

	ELRA members	Non members
Research use		
Commercial use		

Sales are notified to PROVIDER every semester (end of December and end of June) in writing to:

- Contact name:
- Address:
- Phone number:
- Email address:

PROVIDER shall notify changes of contacts in writing to DISTRIBUTOR no later than one year after the change occurred.

Payments, as defined above, shall be paid within thirty days after the receipt of invoices, by transfer of the sum concerned to the bank account number specified on respective invoices. The said amounts are exclusive of value-added tax.

Add your initials here: