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*Please read and make sure you have understood the terms of this User Licence. Your use of the BNC is conditional on your acceptance of the terms and conditions specified here. When you have read the terms below, you will be asked to confirm that you accept them.*

This Licence Agreement is made between the British National Corpus Consortium (hereinafter termed the BNC Consortium) of the One Part, and you, the reader of this document, of the Other Part, WHEREAS the BNC Consortium has been created by a consortium of Oxford University Press, Longman Group UK Limited, W & R Chambers Limited, The University of Lancaster, The University of Oxford and The British Library, and

WHEREAS the BNC Consortium has obtained permission from a number of text providers (hereinafter termed the Text Providers) to include a sample of their texts in the British National Corpus, such texts or the categories thereof being listed in Appendix 1 to this Agreement, and

WHEREAS the Licensee is the end user in the manner detailed herein of the texts and/or the categories thereof listed in the said Appendix 1, which end user may be made up of academic researchers or researchers in commercial institutions, and

WHEREAS the Text Providers have empowered the BNC Consortium under a separate agreement to grant a non-exclusive licence to the Licensee as detailed herein, **NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

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(a) The "BNC Texts" is a collection of spoken and written texts held on computer and selected for use in language based research and development (hereinafter termed the BNC Texts).

(b) The "BNC Processed Material" is the BNC Texts assembled into consistent electronic format and enhanced with syntactic and/or semantic annotations by the BNC Consortium (hereinafter termed the BNC Processed Material).

(c) "The Licensee's Results" are the results of work performed by the Licensee on the BNC Processed Material in the course of research.

### **2 Terms of the Licence Granted to the Licensee**

(a) The BNC Consortium hereby grants according to the terms and conditions set out herein and in consideration of the payments specified herein a non-exclusive, non-transferable Licence to the Licensee to use the BNC Processed Material for the purposes of linguistic research and/or the development of language products.

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### **3 Payment**

In consideration of the Licence granted herein the Licensee will pay the BNC Consortium such fees for administrative and delivery charges as may be determined together with the Value Added Tax thereon within Thirty days of being invoiced for the fees due.

### **4 Period of Agreement**

Subject to Clause 8 hereof, this Agreement shall endure in the first instance for a period of Ten years from the date hereof and may be renewed annually thereafter subject to the prior written application to the BNC Consortium and followed by the written agreement of the BNC Consortium, subject to the continued observance by the Licensee of the terms and conditions detailed herein. Should either Party wish to give notice of termination under this Clause they may do so by giving one month's notice in writing to the Other.

### **5 Requirement to Exercise Professional Care**

The Licensee and all members of its research group shall at all times exercise professional care and judgement to avoid violation of this Agreement and shall inter alia:

- (a) maintain an up-to-date written record of all copies of the BNC Processed Material distributed and/or created under this Agreement, and of their location, and upon request and without delay produce such record to the BNC Consortium,
- (b) regularly check on the status and use of the BNC Processed Material,
- (c) make use of file protection and other data security measures to prevent insofar as possible all and any unauthorised access,
- (d) without prejudice to the foregoing take all such other steps necessary to protect the intellectual property rights of the BNC Consortium and/or the Text Providers, and
- (e) generally maintain ongoing interest and involvement in the use and distribution of the BNC Processed Material as provided for herein.

If the research project becomes inactive (for example, if a researcher changes employment or takes a sabbatical leave), the Licensee must ensure that the BNC Processed Material is erased from active computer files, or otherwise to protect it until such time as the project becomes active again.

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- (b) This Licence shall automatically terminate if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Licensee's assets; or if and when the Licensee enters into any arrangement with or for the benefit of its creditors (including any voluntary

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On termination howsoever caused the Licensee shall erase all copies of the BNC Processed Material. A duly authorised officer of the Licensee shall verify in writing to the BNC Consortium that the Licensee has complied with this obligation.

## 9 Jurisdiction

These terms will be governed by English law and English courts will have sole jurisdiction.

## 10 Headings

Headings to the Clauses hereof are for guidance only and are not to be taken into account in the construction of this Agreement.

## SCHEDULE

Signatures:

(1) \_\_\_\_\_ date

on behalf of the BNC Consortium

(2) \_\_\_\_\_ date

for the Licensee

The Texts contained within the BNC which form the subject of this agreement are :

- all those samples of published and unpublished texts in which the Text Providers own rights
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