

META-SHARE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE AN AGENT-CLIENT RELATIONSHIP. META-SHARE PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. META-SHARE MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

## META-SHARE Commons BY ND Licence

This META-SHARE Licence enables You to Use the Resource worldwide provided that You keep to the terms of this Licence.

### 1. Definitions of Capitalised Words

- a. **"Collective Work"** means a work made up of the Work in its entirety in unmodified form, along with other work, assembled into a collective whole.
- b. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- c. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
- d. **"Licence Elements"** means the following licence attributes indicated in the title of this Licence: Attribution, No Derivatives.
- e. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence.
- f. **"META-SHARE "** is a network of distributed repositories of LRs.
- g. **"Original Author"** means the Person who obtained any copyright or the sui generis Database Right in the Resource or any parts of it and is named as such in the Attribution Data.
- h. **"Person"** means a natural person or a body of persons corporate or incorporate.

- i. **"Use"**, as a verb, means doing any act which is restricted by copyright or neighbouring rights (including database rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- j. **"Work"** means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.
- k. **"You"** means the Person acquiring rights under this Licence.
- l. **"Attribution Data"** means a field of metadata accompanying every Resource, containing a specified string of characters to be used for attribution of the Resource.
- m. **"Resource"** means the language resource offered to You under the terms of this Licence.
- n. Words in the singular include the plural and vice versa.

## 2. The Rights Granted

**2.1** Subject to the exceptions under clause 2.2, and the conditions and reservations under clauses 2.3 to 2.9 below, the Licensor grants to You a worldwide, clear of any third party rights, non-exclusive, licence to Use the Resource within the META-SHARE network. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the Resources. For the purpose of this Licence, Use within the META-SHARE network is encompassing all acts under clause 1. i.

So you may, for example

- a. copy the Resource, or incorporate it into a Collective Work ;
- b. extract and re-utilise of the whole or substantial parts of the Resource;
- c. copy the Resource as incorporated in any Collective Work ; and
- d. publish, perform or communicate the Resource and/or the Resource as incorporated in any Collective Work to anyone ;  
by any means and in any medium whether now known or created in the future.

**2.2** However, this Licence does not allow you to:

- a. create any derivative works;
- b. impose any terms or any technological measures on the Resource, that alter or restrict the terms of this Licence or any rights granted under it or have the effect or intent of restricting the ability of any person to exercise those rights;
- c. sublicense the Resource; or
- d. subject the Resource to Derogatory Treatment.

**2.3** You must, if you publish or distribute the Resource to anyone else in any way, give reasonable credit to the Original Author or owner of the sui generis database as prescribed in the Attribution Data.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.4** The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource if applicable; but only as and when required by clause 2.3 above.

**2.5** You must also, if you publish or distribute the Resource to anyone else within META-SHARE in any way:

- a. include a copy of this Licence with it; and
- b. keep intact any copyright and sui generis database right notices for the Resource and notices that refer to this Licence.

These are important conditions of this Licence, and if you fail to comply with them you will be in material breach of its terms.

**2.6** Each time You publish the Resource to anyone else within META-SHARE in any way, the Licensor offers to the recipient a licence to the Resource on the same terms and conditions as this Licence.

**2.7** And:

- a. The right to collect payments under the Public Lending Right scheme (or any public scheme that provides payment for public borrowing or use) is reserved;
- b. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved; and



c. all other rights not expressly granted by the Licensor are reserved.

**2.8** This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

**2.9** This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of You or your use of the Resource without their express written permission.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

### **5. Termination**

**5.1** Any breach by You of the terms of this licence (for example, by distributing the Resource without attributing as appropriate) entitles the Licensor to terminate your Licence with immediate effect and without notice to you. Persons who have received the Resource or Collective Works from You under this Licence, however, will not have their licences terminated provided their use is in full compliance with this Licence or a licence granted under clause 2.6 of this Licence.

**5.2** If You are not in breach of the terms of this Licence, the Licensor may not terminate your rights under it.

**5.3** Unless terminated under clause 5.1, this Licence is granted to you for the duration of any rights in the Resource as mentioned in clause 2.1.

## **6. General**

**6.1** If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

**6.2** This Licence is the entire agreement between the parties with respect to the Resource licensed here but hereby allows for additional agreements that grant more rights than this License. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

**6.3** If You are in breach of the terms of this Licence (for example, by distributing the Resource without attributing as appropriate) you will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

**6.4** If there is any dispute as to the meaning or effect of any provision of this Licence, it must so far as possible be read and given effect in a way that is compatible with the provisions of any subsequent version of the META-SHARE Commons licence, which has the same Licence Elements.

**6.5** As far as arbitration processes have been established within META-SHARE, any dispute arising in connection with this Licence or the Resource has to adhere to these processes before being filed at public justice bodies.

*The Notice below is not part of this licence.*

#### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.