WALLISERDEUTSCH END USER LICENSE AGREEMENT (04.03.2014)

1. Scope
This End User License Agreement (hereinafter: “License”) is granted by and between Idiap Research Institute, Rue Marconi 19, BP 592, CH 1920 Martigny, Switzerland (hereinafter: “Licensor”) and the End User. This License is an Open Source License.

2. Material under License
The material under License (hereinafter: “Corpus”) is described in Appendix 1 and composed of audio sequences from broadcast news of Radio Rottu Oberwallis. The database contains the actual data as well as any derivative work, based on all or part of the data. Institute’s use of the Corpus is subject to the terms and conditions of the Agreement. The use of the Corpus by End User is confirmation of the acceptance of these terms and conditions of the Agreement, do not use the Corpus in case you do not accept these terms and conditions. All data contained within the Corpus have been collected and processed in accordance with the laws applicable in Switzerland.

3. Copyright
The Corpus is the sole property of the Radio Rottu Oberwallis (hereinafter: “Owner”) and is protected by copyright and other applicable law.

4. License
In consideration for Institution's obligations defined hereunder, Licensor grants to End-User a non-exclusive, non-transferable, non-assignable, non-sublicensable, and fully paid-up license under copyright to use the Corpus for internal research and education purposes. The Corpus shall remain the exclusive property of the Owner. The End-User acquires no ownership, rights or title of any kind in all or any parts with regard to the Corpus.

Subject to prior identification of the End User and signature of this License, the Corpus is freely available to the benefit of the End User. The Licensor grants to the End User the right to use the Corpus, for its own internal and non-commercial use and for the purpose of scientific research only.

The End User shall respond for any infringement of the present License by one of their subsidiaries and/or student’s. The End User may only disclose, give access, and/or transfer the rights related to the Corpus to subsidiaries and/or students, under the following conditions:
1) a copy of the present License has already been transferred to them;
2) the subsidiaries/students have fully read and understood all terms and conditions of the present License;
3) the access to the Corpus is granted under the close supervision of the End User;
4) the access to the Corpus is granted under the sole responsibility of the End User.

The Licensor grants to the End User the right to reproduce temporarily, to adapt, arrange and modify by any means the Corpus. The Licensor grants to the End User the right to rework and build upon the Corpus, or any component thereof, as necessary or desirable for research or technology development activity and create derivative products or services for the End User's own internal research and development. The End User is permitted to make a copy of the Corpus for archiving only. This License gives no right of any kind to the End User over the Corpus. The License is deemed non-exclusive and non-transferable to third parties.

5. Access
The End User may only use the Corpus after this License has been signed and returned to the Licensor. The End User must return the signed and dated License by email, in PDF format to the Licensor at the following address: data-manager@idiap.ch. Note also that only people authorized to engage their Institution are allowed to sign this Agreement. The Corpus is accessible online at the following address: http://www.idiap.ch/dataset/walliserdeutsch
6. **Copyleft and Open Science**
The Licensor grants to the End User the License defined under section 2 under the sole condition that any derivative work, scientific developments of any kind or any improvement or modification of any kind based on all or part of the Corpus shall be left freely available to other End Users for internal research and educational purpose. A copy of any modification of the Corpus shall be submitted to the Licensor at the following address: data-manager@idiap.ch. The End User shall ensure that, in the event of a modification of the Corpus, the substance of the Material is not altered and that, the facility still operates, and performs whatever part of its purpose remains meaningful. Any violation of this clause will give rise to immediate legal prosecution.

7. **Distribution**
The End User shall not transfer in any way, permanently or temporarily, distribute or broadcast all or part of the Corpus to third parties.

8. **Research**
Research includes all type of scientific research, irrespective of the object under scrutiny, aimed at achieving a progress in science.

9. **Commercial use**
Any commercial use of the Corpus is strictly prohibited. Commercial use of the Corpus includes, but is not limited to:

- Proving the efficiency of commercial systems;
- Testing commercial systems;
- Using screenshots of subjects from the Corpus in advertisements,
- Selling data or making any commercial use of the Corpus,
- Broadcasting data from the Corpus.

Any violation of this clause will give rise to immediate legal prosecution by the Licensor. Any damages and/or unfair enrichment or the like of the End User due to the breach of the License shall be immediately restituted to the Licensor together with the derivative works, products and services based on all or part of the Corpus.

10. **Publications**
The End User shall reference the Corpus, or results obtained with it, in publications. Publications include, but are not limited to:

- Research papers,
- Articles,
- Presentations for conferences or educational purposes.

Small portions of the Corpus cannot be used in any publication.
All publications that report on research that use the Corpus will acknowledge this as follows: *(Portions of) the research in this paper used the Walliserdeutsch Corpus made available by the Idiap Research Institute, Martigny, Switzerland and owned by Radio Rottu Oberwallis, Switzerland.*

11. **Illegal or criminal use of the Corpus**
Any illegal or criminal use of the Corpus by the End User is strictly prohibited.

12. **Legal Disclaimer**
The Corpus is granted without any warranty. Licensor shall not be held responsible for any damage (physical, financial or otherwise) caused by the use of the Corpus. Licensor shall not be held responsible of any illegal or criminal use of the Corpus by the End User.

13. **Jurisdiction**
This License is subject to and interpreted in accordance with Swiss Law. Any claim arising on the basis of this License shall exclusively be submitted to the Courts of Martigny, Switzerland, subject to appeal to the Courts of Valais and to the Federal Court.
14. **Amendments**
The Licensor is allowed to amend this License at any time without prior consent of the End User. The End User shall be informed about changes and given the choice to opt out of this License within 10 days to the Licensor at the following address: data-manager@idiap.ch. Without any notice within 10 days and provided the amendment is not substantial, the amendment to the License will be fully applicable to the End User.

15. **Warranties**
The End User warrants that they are authorized signatory, adult and not legally forbidden to enter into this License. The End User warrants that they have read and understood all elements contained herein and that the signature apposed hereunder is the result of a fully aware decision.

By signing this License, the End User engages to strictly respect the conditions set forth herein and to respect all the laws applicable in Switzerland in relation to data and personality protection with regard to the data contained within the Corpus distributed by the Licensor:

Please also notice that students are not eligible, therefore the request must be made and signed by their supervisors:

**End-User (Authorized Signatory, only person allowed to engage their Institution are allowed to sign this Agreement and all fields of this form are mandatory):**

<table>
<thead>
<tr>
<th>Organization Name (Institute, University, etc):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Address :</td>
<td></td>
</tr>
<tr>
<td>Full Name (Block Letters):</td>
<td></td>
</tr>
<tr>
<td>Title / Function :</td>
<td></td>
</tr>
<tr>
<td>Email :</td>
<td></td>
</tr>
<tr>
<td>Date :</td>
<td></td>
</tr>
<tr>
<td>Signature :</td>
<td></td>
</tr>
</tbody>
</table>
Appendix 1

Description of the Corpus:

The walliserdeutsch/rro corpus comprises daily news bulletins broadcast by Radio Rottu Oberwallis (http://rro.ch) from late 2012 to mid 2013. The language is the dialect of Swiss German spoken in upper Wallis. The bulletins are freely available from RRO in mp3 format. For this database, the broadcasts were divided into segments of approximately 30 seconds each. Transcriptions in upper Wallis dialect are provided for each segment.Translations into high German are provided for some segments. Upper Wallis dialect has no canonical written form; transcriptions are provided in a de-facto form, along with an ad-hoc dictionary.