

UM Speech Corpus data licence - non-commercial 1.00

DATA non-commercial licence 1.00

- You are seeking permission to use the Data and any accompanying information subject to the terms of the Licence. The Licence is granted solely for non-commercial research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice. If you wish to use the Data for commercial, profit making purposes, then you will need to seek a commercial licence.
- You may publish or submit for publication (including, but not limited to, in peer-reviewed journals) any analysis that has used the Data however we ask that you acknowledge the source of the Data in publications by citing the following article:

Mena, C; Gatt, A; DeMarco, A; Borg, C; van der Plas, L; Muscat, A and Padovani, I. (2020). MASRI-HEADSET: A Maltese corpus for speech recognition. *Proceedings of the 12th edition of the Language Resources and Evaluation Conference (LREC'20)*. Marseille, France: ELRA.

- The University of Malta (**the University**) solely grants this type of licence of the Data to not-for-profit institutions for non-commercial research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice. For the avoidance of doubt, the Licence is not granted to any organisation that wishes to use the Data for commercial purposes nor to consumers / individuals. If you do not fall into one of the categories eligible for a non-commercial licence, then do not accept the Licence.
- The Data has not been tested and the University cannot guarantee that the Data will work for the purposes for which you intend to use it. The Data may not meet your requirements and use of the Data may not be uninterrupted or error free.
- A description of the Data is set out on the Website.
- By accepting the terms of the Licence, you accept that the use of the Data is subject to the Licence. You confirm that, if you are using the Data on behalf of your employer or a third party, you are legally authorised to bind such parties to the terms of the Licence.
- You may not use the Data unless you agree to the terms of the Licence.

IMPORTANT NOTICE: PLEASE READ THIS LICENCE CAREFULLY

1. This Licence is a legal agreement between you and The University of Malta for use of this Data (as defined in this Licence).
2. You should print a copy of this Licence for future reference.
3. **BY DOWNLOADING AND USING THIS DATA, YOU OFFER ON BEHALF OF THE REQUESTING ORGANISATION TO TAKE A LICENCE TO THE RELEVANT PRODUCT ON THE TERMS OF THIS LICENCE AGREEMENT AND THE LIMITED WARRANTY AND LIMITATION OF LIABILITY SET OUT IN IT. UNLESS OTHERWISE STATED IN THE LICENCE TERMS, THESE LICENCE TERMS WILL BECOME LEGALLY BINDING ON ACCEPTANCE OF YOUR OFFER BY THE UNIVERSITY OF MALTA WHICH WILL BE COMMUNICATED TO YOU BY E-MAIL. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR THE STANDARD TERMS OF USE, YOU SHOULD NOT CHECK ANY OF THESE BOXES.**

Key Definitions:

“Computer”	personal computer (including tablet/ personal computer), laptop computer or similar hardware.
“Licence Fee”	the amount in Euro that you have to pay to use the Data as set out Today on the Website. This is free of charge for non-commercial use
“Licensee or you”	(a) the person whose details are entered into the Website and who installs the Data on a Computer; or (b) your employer, where you enter your employer’s details into the Website and where the Data is installed onto a Computer by you on behalf of your employer; and “your” will be construed accordingly
“University or we or us”	The University of Malta, of Msida, MSD2080, Malta
“Data”	the data as specified Today on the Website provided in this document
“Term”	Indefinite period from the activation of Data.
“Today”	the date of acceptance of your offer by the University, which will be communicated to you by e-mail
“Website”	https://www.um.edu.mt/projects/masri/

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of:

1.1.1 the Licence Fee; and

1.1.2 your agreement to abide by the terms of this Licence;

the University grants to you a non-exclusive Licence to use the Data and any accompanying information solely for non-commercial, not-for-profit research (clinical and non-clinical) and/or for non-commercial educational use and/or for use in clinical practice subject to the terms of this Licence.

1.2 This Licence is personal to the Licensee and the Licensee may not transfer the right to use the Data to any other person or company.

1.3 You may:

1.3.1 install and use the Data on one or more Computers; and

1.3.2 make copies of the Data only for back-up and archival purposes.

1.4 You acknowledge that:

1.4.1 the Data is provided “as is” with no representation, guarantee or warranty of any kind as to its functionality;

1.4.2 the Data has not been tested;

1.4.3 the Data has not been developed to meet your individual requirements or that use of the Data will be uninterrupted or error free;

1.4.4 it is your responsibility to ensure that the facilities and functions of the Data meet your requirements;

1.4.5 whilst the University has checked the Data for viruses using commercially available virus checking Data, the University cannot confirm that the Data is virus free and gives no warranty to that effect;

1.4.6 the University is not able to check for bugs or errors and therefore, that the Data may not be free of bugs or errors;

1.4.7 you are responsible for the results or output that you obtain from your use or misuse of the Data and/or any accompanying information;

1.4.8 it is not the responsibility of the University to ensure that you are able to use the Data (for example by ensuring that you have the necessary hardware to run the

Data) or that the Data meets your requirements, and if it does not, we shall have no liability to you and the Licence Fee shall not be refundable; and

3. DATA PROTECTION

3.1 The University will process any personal data in accordance with the provisions of Regulation (EU) 2016/679 (the General Data Protection Regulation, GDPR).

4. ACTIVATION

4.1 Where you have paid the Licence Fee and you have accepted the terms of this Licence, we will endeavour to provide a means of activation immediately, unless we have specified otherwise Today on the Website. Where we are unable to activate the Data immediately for any reason, or where we have specified some other time period or method of activation Today on the Website, we will use our reasonable efforts and take reasonable steps to provide a method of activation:

4.1.1 within such specified time period; and

4.1.2 in any event, within 72 hours of your acceptance of the Licence.

This does not oblige us to incur any additional costs due to the delayed activation.

4.2 Occasionally we may not be able to provide a method of activation within 72 hours due to factors beyond our control. We will let you know if we become aware of an unexpected delay and will arrange to activate or provide a method of activation of the Data by a different date. In such circumstances, the Term will not start until we have provided a method of activation of the Data.

5. LICENSEE'S UNDERTAKINGS

5.1 You undertake:

5.1.1 not to rent, lease, sub-license, loan or translate the Data;

5.1.2 not to include the Data or any excerpts of the Data on or in any public forum, including but not limited to webpages;

5.1.3 to supervise and control use of the Data and ensure that the Data is used by your employees in accordance with the terms of this Licence;

5.1.4 not to provide, or otherwise make available, the Data in any form, in whole or in part to any person other than your employees; and

5.1.5 not provide the Data or make the Data available in any form to your holding company or your subsidiaries.

6. DATA SUPPORT

6.1 The University assumes no obligation to provide assistance of any kind at all in connection with the Data, including without limitation support, maintenance, or the provision of updates or new releases of the Data.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Your only right to use the Data is by virtue of this Licence. You acknowledge that all intellectual property rights in or relating to the Data and all parts of the Data are and shall remain the exclusive property of the University.

7.2 You agree that you will not remove or alter any copyright notices or similar proprietary devices within the Data. These include any electronic watermarks or other identifiers that may be incorporated in the Data or any copy of the Data.

8. TERMINATION

8.1 This Licence will terminate upon the expiry of the Term.

8.2 Any use of the Data which is not in accordance with this Licence will give the University the right to terminate this Licence immediately. The University reserves the right to sue for compensation.

8.3 The University may terminate this Licence immediately by written notice to you if:

8.3.1 you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or

8.3.2 a petition for a bankruptcy order to be made against you has been presented to the court; or

8.3.3 you become insolvent or unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986), enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for your winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of your assets, make any composition or arrangement with your creditors or take or suffer any similar action in consequence of your debt; or

8.3.4 you do not comply with **clause 15**; or

8.3.5 anything equivalent or analogous to any of the circumstances specified in **clause 8.3.2** or **8.3.3** occurs in any applicable jurisdiction.

8.3.6 any activity which is considered to be illegal and which goes beyond the scope of the license.

8.4 Upon termination of this Licence for any reason:

8.4.1 all rights granted to you under this Licence shall end;

8.4.2 you must stop all activities authorised by this Licence; and

8.4.3 you must immediately delete the Data from your Computer and immediately delete all copies of the Data in your possession, custody or control including where you may have incorporated the Data with other third party data.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

9.1 This Licence is binding on you and us and on our respective successors and assignees.

9.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it.

9.3 The University may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of its rights or obligations arising under it, at any time during the Term.

10. NOTICES

10.1 All notices given by you to the University must be given in English to : Dr Claudia Borg, Faculty of Information & Communication Technology: email Claudia.borg@um.edu.mt

- Dr Anton Bartolo, Corporate Research and Knowledge Transfer Office: email anton.bartolo@um.edu.mt and cc: knowledgetransfer@um.edu.mt

10.2 The University may give notice to you via either the email or postal address you provided when accepting the Licence.

10.3 Where you are based in Malta notices given by you, by post, will be deemed received and properly served three days after the date that the notice was delivered to or left at the address given in **clause 10.1** or any other address notified to you. Where you are based in the Malta, notices given by the University will be deemed received and properly served three days after the date of posting of any notice to the address that you provided when accepting the Licence.

10.4 Where you are based outside Malta, notices given by you, by post, will be deemed received and properly served seven days after the date that the letter was delivered to or left at the address given in **clause 10.1** or any other address notified to you. Where you are based outside Malta, notices given by the University will be deemed received and properly served seven days after the date of posting of any notice to the address that you provided when accepting the Licence.

10.5 Where either party gives notice to the other by email, such notice will be deemed received 48 hours after the email has been sent to the email address that has been provided which:

10.5.1 in the case of the University shall be the email address given on the Website; and

10.5.2 in the case of the Licensee shall be the email address given when you accepted the Licence.

This clause 10.5 shall not apply to the service or issue of any legal proceedings or other documents in a legal action.

10.6 For the purposes only of this clause 10, references to periods of time are to periods of time in England.

11. MISCELLANEOUS

11.1 If we do not:

11.1.1 insist on strict performance of any of your obligations under this Licence; or

11.1.2 exercise any of our rights or remedies under this Licence,

then this shall not constitute a waiver of such rights or remedies and shall not mean that you do not have to comply with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any terms of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11.2 If any of the terms of this Licence is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions. The remaining terms, conditions and provisions will continue to be valid to the fullest extent permitted by law.

11.3 This Licence constitutes the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Data to you for the purposes set out in **clause 1.1**.

11.4 No provision of this Licence shall be enforceable by any person other than you and us.

12. EVENTS OUTSIDE OUR CONTROL

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Licence that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

12.2.1 strikes, lock-outs or other industrial action including by our employees;

12.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

12.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

- 12.2.4 impossibility of the use of any public or private telecommunications network;
- 12.2.5 disruption of or failure or cessation of any electricity supply; and
- 12.2.6 the acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our obligations under this Licence are suspended for the period that the Force Majeure Event continues to affect us. We will have an extension of time to perform these obligations. We will take reasonable steps (without incurring costs) to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence can be performed despite the Force Majeure Event.

13. OUR RIGHT TO VARY THIS LICENCE

13.1 At any time during the Term we may revise and amend this Licence where required by the applicable law or governmental or regulatory authority. In such circumstances the new terms will apply to you.

14. WARRANTIES

14.1 You warrant that you:

14.1.1 shall use the Data for your own internal use and for your own non-commercial research;

14.1.2 shall not use the Data for any purpose other than for those purposes permitted under the Licence;

14.1.3 shall not use the Data for longer than the Term unless we have granted you a further licence to do so;

14.1.4 shall not use the Data for providing any service to any third party;

14.1.5 are not entering into this Licence outside your trade, business or profession and so you are not a consumer;

14.1.6 are legally capable of entering into binding contracts;

14.1.7 are at least 18 years old; and

14.1.8 shall comply with all relevant import and export laws and regulations affecting the Data applied by Malta

15. EXPORT CONTROLS

15.1 You shall comply with all relevant import and export laws and regulations affecting the Data applied by Malta. You shall not use the Data without first obtaining all written consents or authorisations which may be required by any such import and export laws and/or regulations.

16. UNIVERSITY'S LIABILITY

16.1 Nothing in this Licence excludes or limits the University's liability for:

16.1.1 death or personal injury caused by our negligence;

16.1.2 fraud or fraudulent misrepresentation;

16.1.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 and any legislation which may come into force whilst this agreement is in force;

16.1.4 any deliberate breaches of these terms and conditions that would entitle you to terminate this Licence; or

16.1.5 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

16.2 For the purposes of this clause 16:

16.2.1 **"University's Obligations"** means any obligations of the University (whether implied or expressed) arising under or in connection with this Licence whether in contract (by way of indemnity or otherwise), tort (including negligence), breach of statutory duty, restitution or otherwise; and

16.2.2 **"Potential Liability"** means any liability (howsoever caused) of the University to you (including any liability for the acts and omissions of the University's employees, agents or sub-contractors) in respect of any failure of the University to comply (whether by act or omission) with the University's Obligations (including without limitation any failure or delay to grant any licence pursuant to this Licence by the University or on the part of the University's employees, agents or sub-contractors) whether such liability arises in contract (by way of indemnity or otherwise), tort (including negligence), breach of statutory duty, restitution or otherwise.

16.3 The following provisions in this clause 16 set out the University's entire Potential Liability.

16.4 Subject to clause 16.1, the University's aggregate Potential Liability in respect of all and any loss or damage will be limited to the Licence Fee.

16.5 Except as provided under clause 16.1, the University will be under no liability whatsoever to the Licensee (whether in contract (by way of indemnity or otherwise), tort (including negligence), breach of statutory duty, restitution or otherwise) for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise):

16.5.1 pure economic loss, loss of profits, loss of business, loss of revenue, loss of contract, loss or depletion of goodwill and/or business opportunity, loss of anticipated earnings or savings or like loss;

16.5.2 loss of use or value of any data or software;

16.5.3 wasted management, operational or other time;

16.5.4 loss or damage arising out of any failure by the Licensee to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Licensee; and/or

16.5.5 any special, indirect or consequential losses,

even if such losses are foreseeable and/or the University has been advised of or is aware (or reasonably should have been aware) of the possibility of the Licensee incurring or suffering such losses.

16.6 The Licensee acknowledges that the above provisions of this clause 16 are reasonable and are reflected in the value of the Licence Fee which would be higher without those provisions. The Licensee accepts such risk and this Licence on this basis.

17. INDEMNITY

17.1 You shall indemnify the University from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by the University caused by, or in any way connected with any of the following:

17.1.1 the use (whether or not authorised by you) of the Data by any third party;

17.1.2 a breach of this Agreement by you; or

17.1.3 any other negligent or wrongful act by you in any way connected with the Data.

18. LAW AND JURISDICTION

18.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Licence or of any provision of this Licence, including any non-contractual obligations arising out of it, will be governed by the laws of Malta

18.2 The courts of Malta will have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Licence. You and we irrevocably agree to submit to that jurisdiction provided that the University may seek injunctive relief in any court of competent jurisdiction

18.3 This non-commercial licence shall be governed by the laws of Malta. In the event of any dispute between you and the University, it is agreed to attempt to reach an amicable settlement in good faith. Should an attempt to reach an amicable settlement be unsuccessful, it is agreed to resort to arbitration in terms of Chapter 387 of the Laws of Malta or to any court of competent jurisdiction.