

Open Keyword Search Evaluation Data Agreement

This data agreement supplements the terms of the NIST Open Keyword Search 2014 Evaluation Registration Form. In the remainder of this document the term **User** refers to _____ of _____ and the term **User's Research Group** refers to _____.

User agrees, on behalf of **User's Research Group**, to receive media (CD-ROM, DVD, hard drive, web download, etc.) containing speech and/or text data from the Intelligence Advanced Research Projects Activity (IARPA) (through the National Institute of Standards and Technology (NIST)) named below under "Corpora/Data Received" and to use the material received under this agreement (the "Data") only for purposes of the **Open Keyword Search (OpenKWS)** evaluation at the geographic site indicated above. **User** and **User's Research Group** may include limited excerpts from the Data in articles, reports and other documents describing the results of work performed for the OpenKWS evaluation. **User** agrees to insert the following statement in any product, report, publication, presentation, and/or other document that references the data: "This product contains or makes use of IARPA data <Version ID>" (see the README for the Version ID and for more information)."

User further agrees not to otherwise publish, retransmit, disclose, display, copy, reproduce or redistribute the Data to others outside of **User's Research Group**.

After the **User's** participation in the OpenKWS evaluation has ended, **User** agrees to delete the Data from any computer or media onto which it has been copied and to return all media to NIST, except that **User** may keep the Data under either of the following conditions (1) there is a follow-on OpenKWS evaluation and **User** has signed an agreement on behalf of **User's Research Group** to participate in that evaluation; or (2) **User** executes on behalf of **User's Research Group** a subsequent license that covers the Data. The duration of time that the **User** may keep the Data under either of the two conditions above will depend on the terms of the follow-on agreements.

All Data is provided "as is" and the Government does not warrant the accuracy, completeness, currentness, merchantability or fitness for a particular purpose of the Data. In no event will the Government be liable for any loss or injury caused in whole or in part by its negligence or contingencies beyond its control in procuring, compiling, interpreting, editing, writing, reporting or delivering the Data, or for any errors, omissions or inaccuracies in the Data, regardless of how caused. In no event will the Government be liable to **User**, **User's Research Group**, or to any other individual or organization for any decision made or action taken in reliance upon any part of the Data or for any consequential, direct, special or similar damages, even if advised of the possibility of such damages.

User designates _____ as the data contact person under this agreement. The data contact person shall receive all material distributed by NIST under this agreement. The data contact person is responsible for distributing such material to **User's Research Group**.

User shall send a signed copy of this agreement by facsimile to 301-670-0939 Attn: Babel POC. Alternatively, **User** shall e-mail an electronic version of the signed agreement to openkws-poc@nist.gov.

Corpora/Data Received:

1. IARPA Babel Vietnamese Build Pack
2. IARPA Babel Vietnamese Evaluation Pack
3. IARPA Babel Option 1 Period Surprise Language Build Pack
4. IARPA Babel Option 1 Period Surprise Language Evaluation Pack

Organization: _____

Name: _____

Mailing address: _____

Phone: _____

Fax: _____

Email: _____

Signature: _____

Date: _____