

DELIVERABLE IDENTIFICATION

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Supplementary notes	

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Abstract	<p>The document describes two different procedures that can be followed to exchange the six speech databases described in D1.2.1</p> <p>The central approach via ELRA it recommended but also a draft contract for bilateral exchanges is supplied</p>
Status of the abstract	confidential

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2.0	20/12/95	Final	To be delivered

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1. Introduction

Objective of this task is to define a suitable procedure for existing speech databases exchange, taking into account: database contents, documentation, data format, IPR and global value.

In the SPEECHDAT project a set of telephone speech databases have been selected to be exchanged by the partners in the really first stage of the project. Four partners - CSELT, IDIAP, SIEMENS and VOCALIS - have given the available of their speech databases giving seven different ones. A complete description of them can be found in the html document D1.2.1 - "Existing Data Multimedia Catalogue" at the URL <http://cristal.icp.grenet.fr/SpeechDat/home.html>.

2. Exchanging procedures

As existing databases belong to the background of the Consortium, appropriate exchange procedures have been studied to address the IPR issues. Two possible options have been investigated:

- central approach
- bilateral exchange

To address the second possibilities a draft contract it is supplied at the end of this document; it can be used as guide to write a more appropriate version.

In the first case the available speech data should be gathered to form a common pool accessible via ELRA; in this case conditions and terms have to be established by writing a common contract used by all ELRA associated members.

A non-exclusive license could be done to ELRA to distribute Speech Databases and members should maintain the property of the databases. By following this approach partners could theoretically sell own databases also directly or via other distributors but this way shouldn't be followed.

Different license fees for commercial and research could be done but more stronger restriction should be applied to research centres (mainly universities).

Commercial customers can sell results obtained from of the speech databases (e.g. "model words", recognisers, lexicons, ...), universities shouldn't sell anything directly derived from elaboration of them. Papers presented at congresses and published on newspapers should be approved by the databases owners in advance.

A. Bilateral contract example

Agreement

by and between

<partner 1 full name>

- hereinafter "PARTNER 1" -

and

<partner 2 full name>

- hereinafter "PARTNER 2" -

on the exchange of data basis in the field of speech technology.

WHEREAS:

Both, PARTNER 1 and PARTNER 2 are engaged in research and development in the field of speech technology;

both parties possess certain data basis relating to speech technology;

both parties are interested to exchange such data basis;

NOW, therefore, in consideration of the premises and mutual covenants hereinafter contained it is agreed between the parties as follows:

1. Subject of the Agreement

The subject of this Agreement is the exchange of data basis for speech technology available at each party and described in more detail in the Annexes 1 and 2 attached hereto.

2. Costs

The data basis to be exchanged are deemed to be balanced. Each party will entirely bear its own costs incurred in performance of the data basis exchange under this Agreement. Each party will send out invoice for an amount of <value> ECU and the invoices will be compensated for in settlement of respective credit and debt.

3. Rights of use

Each party grants to the other party a nonexclusive, non-transferrable, irrevocable, royalty-free license for unrestricted use and practice of any data exchanged under this Agreement. Each

party is entitled to make, have made, use, and/or sell any product and/or service based on data received from the other party. This right is also valid for affiliated companies of each party, i.e. any legal entity a) directly or indirectly owning or controlling one party, or b) under the same direct or indirect ownership or control as one party, or c) directly or indirectly owned or controlled by one party, for so long as such ownership or control exists.

4. Confidentiality

Any information and data received from the other party under this Agreement shall, also beyond the termination of this Agreement, not be disclosed to a third party and shall be kept confidential with the same degree of care, the party uses with respect of own information and data of like importance. An affiliated company (in the meaning of Section 3 above) is not considered to be a third party provided such affiliated company duly complies with the confidentiality obligation under this Agreement.

The above obligation does not apply to information and data which was in a party's possession prior to receipt from the other party or is subsequently independently developed, both as proven by written records; which is lawfully received from a third party; which is already in the public domain or becomes available to the public otherwise than through a breach of this Agreement.

5. Liability

So long as a party, in fulfilling its obligations under this Agreement, employs the same degree of care as it otherwise employs in carrying out its own business affairs, the party shall not be liable for any claim of the other party that in any way relates to information and data exchanged thereunder or the use of any such information and data.

6. Term

This Agreement shall become effective on the date signed by both parties hereto and shall continue in full force and effect until the exchange of data basis in accordance with Section 1 above has been completed.

7. Arbitration and Applicable Law

Any controversy or claim arising out of or relating to this Agreement, shall be settled by a Court of Arbitration, in accordance with the Rules on Conciliation and Arbitration of the International Chamber of Commerce, Paris. The Court of Arbitration shall be composed of three arbitrators; the Chairman shall be of juridical education. The arbitrators shall within thirty days after notice of commencement of arbitration agree on the place of arbitration; otherwise, it will be Bern/Switzerland. A decision and award by the arbitrators shall be final and binding on the Parties, and judgement thereon may be entered in any court having jurisdiction

Court of Arbitration has to decide in accordance with the provisions of this Agreement, otherwise in accordance with the substantive Swiss Law without reference to other laws.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed.

PARTNER 1

By: <sign>

Date: <date>

ANNEX 1: Partner 1 database

ANNEX 2: Partner 2 database

PARTNER 2

By: <sign>

Date: <date>