

University of Cambridge
Faculty of Modern and Medieval Languages and Linguistics
Theoretical and Applied Linguistics section (Cambridge TAL)

Database Licence Agreement

Terms and Conditions: EF-Cambridge Open Language Database (EFCamDat)

These Terms and Conditions set out the terms by which the University of Cambridge (the "University") acting by and through its Faculty of Modern and Medieval Languages and Linguistics (MMLL), Theoretical and Applied Linguistics Section, of Sidgwick Avenue, Cambridge CB3 9DA ("Cambridge TAL") agrees to let you (the "Authorised User") access the EFCamDat.

The EF-Cambridge Open Language Database (EFCamDat) website is at [<https://ef-lab.mml.cam.ac.uk/EFCAMDAT.html>].

By registering with the EF-Cambridge Open Language Database (EFCamDat) website and exercising any rights to the EFCamDat provided here, the Authorised User accepts and agrees to be bound by the terms of this Licence Agreement:

1. The Authorised User agrees and acknowledges that the EFCamDat is protected by copyright, database rights and other intellectual property rights and these terms do not assign or transfer to the Authorised User or to any third party any right, title or interest therein except for the right to use the EFCamDat in accordance with these Terms and Conditions.

2. The Cambridge TAL hereby grants the Authorised User a world-wide, royalty-free, non-exclusive, non-transferable, revocable licence to:

2.1 access and search and make a personal copy of brief extracts or excerpts or portions of the EFCamDat for his or her own academic private study and noncommercial research; and

2.2 modify or build upon the EFCamDat to create a derivative work, including any data or material which is derived from the EFCamDat or created by the combination or merger of the EFCamDat in whole or in part with other data or material, provided that the resulting work (the "Derivative Work") is made available under the following conditions:

(a) for deposit and release only on the EFCamDat Portal at [<https://ef-lab.mml.cam.ac.uk/EFCAMDAT.html>] under these same Terms and Conditions upon written application to the Cambridge TAL, its contact details provided at the end of these Terms and Conditions; and

(b) is accompanied by a declaration stating that those who carried out the original collection of data and analysis in the EFCamDat and the funder/s or sponsor/s of the research bear no responsibility for the further analysis or interpretation of it by the Authorised User and others associated or affiliated with the Authorised User and the Derivative Work.

An Authorised User who is a nominated depositor from a research group may make the deposit of the group's Derivative Work on the undertaking that all members of the Authorised User's research group hereby agree to such a deposit, have agreed to register for access to the EFCamDat and agree to be bound by these Terms and Conditions; and

2.3 use brief extracts or excerpts or portions of the EFCamDat for display in teaching or for academic publication. For these purposes, the Authorised User agrees to:

(a) acknowledge and cite in any such display or publication, wherever practicable, whether printed, electronic or broadcast in any media, the credit notice in the form specified on the EFCamDat distribution notes or accompanying metadata or as otherwise prescribed by the Cambridge TAL. In the absence of such a notice, the credit line shall read:

'EF-Cambridge Open Language Database, EF Research Lab for Applied Language Learning, University of Cambridge, Faculty of Modern and Medieval Languages and Linguistics, Theoretical and Applied Linguistics Section,'

(b) accompany the extracts or excerpts with a declaration that neither the Cambridge TAL (who carried out the original analysis and development in the EFCamDat), nor EF Education First Group of Companies (the funder, provider of the data, and owner of the source data in the EF-Cambridge Open Language Database) bear any responsibility for the further analysis or interpretation of it; and,

(c) if the Authorised User so wishes, supply a copy of the published work or its bibliographical details or copy to the Cambridge TAL for inclusion in the EFCamDat Portal (subject to the rights available to the Authorised User to do so).

To otherwise use the EFCamDat, including making the EFCamDat available in any manner for use by any other person, or organisation or to sell, assign, transfer, rent, lease, sublicense, lend, give or make available to others or otherwise transfer or dispose of the EFCamDat in its present form or as converted or modified by the Cambridge TAL or the Authorised User is expressly prohibited, and requires the prior written consent of the Cambridge TAL. For the avoidance of doubt, any use of the EFCamDat other than as authorised under this Licence Agreement or copyright law is prohibited.

3. You will access EFCamDat through a Google Drive link which will be shared with you after you provide an academic affiliation and consent to this user agreement. Please note that your email address will be visible to other users who have been granted access to the Google Drive. You can remove yourself from the drive at any point.

4. The Authorised User notes that Cambridge TAL uses his or her personal data for validation and statistical purposes and for the contractual purposes of the administration and management of EFCamDat as set out in this Agreement. Cambridge TAL may store electronically the Authorised User's personal data collected for these purposes outside the EEA and will put appropriate safeguards in place. More information about data protection is published at <https://www.information-compliance.admin.cam.ac.uk/data-protection/general-data>.

5. The Authorised User acknowledges that the personal data he or she submits to the Cambridge TAL is accurate to the best of his or her knowledge and that he or she will notify promptly the Cambridge TAL of any changes.

6. The Authorised User agrees and acknowledges that he or she retains full control over the use of the EFCamDat and any modifications or enhancements thereof, and accordingly that the Authorised User shall be solely responsible for any use made of the EFCamDat.

7. Neither the Cambridge TAL, nor the funders of the EFCamDat EF Education First Group of Companies nor the original data creators or depositors give any warranties or make any representations that the EFCamDat or any Derivative Work will be suitable for any purposes, accept any responsibility for any limitations or errors in the EFCamDat, or accept any liability for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the EFCamDat, its use or

otherwise, except that which is unlawful to exclude. The Cambridge TAL expressly excludes liability for consequential or incidental loss or damage which may arise in respect of the EFCamDat, its use, or for loss of profit, business revenue, loss of contracts, goodwill or anticipated savings. Notwithstanding the above, nothing herein shall be deemed to restrict or exclude any liability of the Cambridge TAL for death or personal injury to the extent only that the same arises as a result of the negligence of the Cambridge TAL, its employees, servants, agents or authorised representatives.

8. The Authorised User agrees to indemnify and shall keep indemnified the Cambridge TAL and EF Education First Group of Companies against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including legal fees) arising from or in connection with any third party claim made against the University or the Cambridge TAL or any of its employees or students relating to the Authorised User's use of the EFCamDat or any other activities in relation to the EFCamDat where such use is in breach of this Agreement.

9. Any breach of any of the provisions of this Agreement will result in the immediate termination of the Authorised User's access to the EFCamDat either permanently or temporarily at the discretion of the Cambridge TAL, and may result in legal action being taken against the Authorised User.

10. This Agreement may be terminated, or its terms altered, by the Cambridge TAL after thirty days' notice, even if there is no breach of it. The failure by Cambridge TAL to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

11. The closure of the Cambridge TAL will not automatically terminate this Agreement. In that event custodianship of the EFCamDat shall revert to the successor Department at the University.

12. The Authorised User is required to report promptly a breach of any of the terms of this Agreement. Failure to disclose details of such a breach is a fundamental breach of this Agreement.

13. This Agreement represents the entire agreement between the Cambridge TAL and the Authorised User and supersedes all representations, agreements, statements and understandings made prior to the date of this Agreement.

14. The Authorised User shall not assign this Agreement or any interest therein without the prior written consent of the Cambridge TAL.

15. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in force and effect.

16. This Agreement (including without limitation non-contractual disputes or claims relating to this Agreement) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
