

META-SHARE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE AN AGENT-CLIENT RELATIONSHIP. META-SHARE PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. META-SHARE MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED WITH REGARDS TO THE LICENCES, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.


META-SHARE NoRedistribution For-a-Fee Licence 2.0


(MS NoReD-FF 2.0)

The Licensor <Name>, <Organisation>, <Address>, <Email>, and Licensee (You) <Name>, <Organisation>, <Address>, <Email>, agree that this META-SHARE Licence enables You to Use the Resource worldwide under the terms and conditions specified hereafter:

1 Definitions of Capitalised Words

- a. **"Attribution Data"** means a field of metadata accompanying every resource, containing a specified string of characters to be used for attribution of the Resource, as provided in section 2.5.c.
- b. **"Adapted Material"** means any material subject to Copyright and Similar Rights that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as an alteration, arrangement, transformation, translation, dramatisation or abridgment) requiring permission under the Copyright and Similar Rights held by the Licensor, other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format.
- c. **"Adapter's Licence"** means the licence You apply to Your Copyright and Similar Rights in Your contributions to Adapted Material in accordance with the terms and conditions of this Licence.

- 
- d. **"Copyright and Similar Rights"** means copyright and/or similar rights closely related to copyright including, without limitation, performance, broadcast, sound recording, and Sui Generis Database Rights, without regard to how the rights are labeled or categorised. For purposes of this Licence, the rights specified in Section 2.2.1 and 2.2.2 are not Copyright and Similar Rights.
 - e. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.
 - f. **"Effective Technological Measures"** means those measures that, in the absence of proper authority, may not be circumvented under laws fulfilling obligations under Article 11 of the WIPO Copyright Treaty adopted on December 20, 1996, and/or similar international agreements.
 - g. **"Exceptions and Limitations"** means fair use, fair dealing, and/or any other exception or limitation to Copyright and Similar Rights that applies to Your Use of the Resource.
 - h. **"Licensed Rights"** means the rights granted to You subject to the terms and conditions of this Licence, which are limited to all Copyright and Similar Rights that apply to Your Use of the Resource and that the Licensor has authority to license.
 - i. **"Licensee" or "You"** means the Person accepting the Resource under the terms and conditions of this Licence.
 - j. **"Licensor"** means the Person offering the Resource under the terms and conditions of this Licence and is named in the metadata if provided.
 - k. **"Original Author"** means the Person who holds any copyright or the Sui Generis Database Rights in the Resource or any parts of it and is named as such in the Attribution Data.
 - l. **"Person"** means a natural person or a body of persons corporate or incorporate. In the case of a body of persons, this may only grant access to people working under its control, i.e., its own members, consultants to the organisation, employees or individuals providing service to the organisation. Individuals may be allowed access to the Resource only after being informed of the provisions of this Licence. The access is to be terminated when the licence no longer applies. The organisation will take all reasonable steps to retain the list of all persons ever granted access to




the Resource and make them available upon request to any of the copyright holders licensing this Resource.

- m. **"Resource"** means the specific language resource <RESOURCE NAME>, <RESOURCE SHORT NAME> offered to You under the terms of this Licence.
- n. **"Share"** means to provide material to the public by any means or process that requires permission under the Licensed Rights, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.
- o. **"Site"** means the premises of <PREMISES NAME OR DESCRIPTION> where the Resource will be Used, which is under Your control, including, but not limited to, geographical location, specific computing equipment, IP addresses or any other point of storage and access controlled by the Licensee.
- p. **"Sui Generis Database Rights"** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.
- q. **"Use"** means any act which is restricted by Copyright and Similar Rights as well as Sui Generis Database Rights, whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- r. Words in the singular include the plural and vice versa.

2 Scope

2.1 Licence Grant

2.1.1 Subject to the exceptions under clause 2.3, and the conditions and reservations under clauses 2.4 to 2.9 below, the Licensor grants to You a worldwide, clear of any third parties rights, non-exclusive, royalty free, non sublicensable, irrevocable licence to Use the Resource under the terms and conditions defined here. This licence covers the Copyright and Similar Rights and the Sui Generis Database Rights over the Resource and is an agreement between You and the Licensor for access to the Resource. For the purpose of this Licence, Use is encompassing all acts described below, in the



execution of which only You are involved and only if the Use is necessary to access and make the agreed Use of the contents of the Resource.

So you may:

- a. reproduce the Resource in whole or in part;
- b. extract and re-utilise the whole or substantial parts of the Resource;
- c. produce, reproduce and Share Adapted Material.

2.1.2 The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent Effective Technological Measures. For purposes of this Licence simply making modifications authorized by this section 2.1.2, never produces Adapted Material.

2.1.3 Nothing in this Licence constitutes or may be construed as permission to assert or imply that You are or that Your Use of the Resource is, connected with, or sponsored, endorsed or granted official status by the Licensor or the Original Author or others designated to receive attribution as provided in Section 2.5.c.A.i.

2.2 Other Rights


2.2.1 Moral rights, such as the right of integrity, are not licensed under this Licence, nor are publicity, privacy, and/or other similar personality rights; however, to the extent possible, the Licensor waives and/or agrees not to assert any such rights held by the Licensor to the limited extent necessary to allow You to exercise the Licensed Rights, but not otherwise.

2.2.2 Patent and trademark rights are not licensed under this Licence.

2.2.3 To the extent possible, the Licensor waives any right to collect royalties from You for the exercise of the Licensed Rights, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme. In all other cases the Licensor expressly reserves any right to collect such royalties, including when the Resource is Used other than for NonCommercial purposes.

2.3 However, this Licence does not allow You to:

- a. Use the Resource outside Your Site;


- 
- b. Use the Resource and/or any Adapted Material you produce based on the Resource in any way other than as necessary or desirable for the purposes of Your own internal research, educational and technology development activities;
 - c. make available to the public all or any substantial part of the contents of the Resource, by the distribution of copies, by renting, leasing or any other form of Sharing, as well as through any free or open-source forms of Sharing;
 - d. make products or services available to third parties in any form that allows to reconstruct the original Resource;
 - e. sublicense the Resource;
 - f. subject the Resource to Derogatory Treatment.

This is an important condition of this Licence, and if You fail to comply with it You will be in material breach of its terms.

2.4 This licence is offered to You with a fee of <amount> / <amount/processor> / <amount/User>.

2.5 In addition to the above:

- a. the right to release the Resource under different terms, or to stop Sharing the Resource, is reserved;
- b. all other rights not expressly granted by the Licensor are reserved;
- c. You must attribute the Resource as following:
 - A. retain the following if supplied by the Licensor with the Resource:
 - i. identification of the Original Author(s) of the Resource and any others designated to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym if designated);
 - ii. a copyright notice;
 - iii. a URI or hyperlink to the Resource to the extent reasonably practicable;
 - iv. a URI or hyperlink to the metadata record describing the Resource if provided;
 - B. indicate the Resource is licensed under this Licence, and include the text of, or the URI or hyperlink to, this Licence;
 - C. indicate if You modified the Resource and retain an indication of any previous modifications; and
 - D. if requested by the Licensor, You must, in the case You Share an Adapted



Material, give reasonable credit to the Original Author or owner of the Sui Generis Database Rights as prescribed in the Attribution Data as provided in present Section 2.5.c.

2.6 If You Share Adapted Material You produce, the Adapter's Licence You apply must not prevent recipients of the Adapted Material from complying with this Licence.

2.7 This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised Exceptions and Limitations to copyright infringement) to make any Use of this Resource.

2.8 This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author of Your Use of the Resource without their express written permission.

2.9 You and the Licensor are independent contractors. Nothing contained in this Licence shall be construed as creating an employer-employee relationship, a partnership or a Joint Venture between You and the Licensor.

3 Sui Generis Database Rights


Where the Licensed Rights include Sui Generis Database Rights that apply to Your Use of the Resource:

- a. for the avoidance of doubt, Section 2.1.1 grants You the right to extract, reuse and reproduce all or a substantial portion of the contents of the database subject to sections 2.3 - 2.9;
- b. if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is Adapted Material.

For the avoidance of doubt, this Section 3 supplements and does not replace Your obligations under this Licence where the Licensed Rights include other Copyright and Similar Rights.

4 Warranties and Disclaimer

Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Resource "as is" and as-available and makes no representations or warranties of any kind concerning the Resource, either express, implied, statutory or



other. This includes without limitation warranties of title, merchantability, accuracy, fitness for purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

5 Limit of Liability

5.1 To the extent possible, in no event will the Licensor be liable to You on any legal theory (including without limitation negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Licence or Use of the Resource even if the Licensor has been advised of the possibilities of such losses, costs, expenses or damages. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

5.2 The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

6 Term and Termination


6.1 The term of this Licence is [perpetual], that is, it applies for the term of the Copyright and Similar Rights in the Resource, OR [specified for <DURATION OF TERM>]. However, if You fail (for example, by Sharing the Resource) to comply with this Licence, then Your rights under this Licence terminate automatically.

6.2 Where Your right to Use the Resource has terminated under Section 6.1 it reinstates:

- a. automatically as of the date the violation is cured, provided it is cured (expressed or implied by the Licensor) within 30 days of Your discovery of the violation; or
- b. upon express reinstatement by the Licensor.

6.3 For the avoidance of doubt, this Section 6.2 does not affect any right the Licensor may have to seek remedies for Your violations of this Licence.

6.4 For the avoidance of doubt, the Licensor may also offer the Resource under separate terms or conditions or stop Sharing the Resource at any time; however, doing so will not terminate this Licence.



6.5 If You are not in breach of the terms of this licence, the Licensor may not terminate Your rights under it.

7 Other Terms and Conditions

7.1 The Licensor shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed.

7.2 This Licence is the entire agreement between the parties with respect to the Resource licensed here. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

8 Interpretation

8.1 For the avoidance of doubt, this Licence, does not and shall not be interpreted to reduce, limit, restrict or impose conditions on any Use of the Resource that could lawfully be made without permission under this Licence.

8.2 To the extent possible, if any provision of this Licence is held to be invalid or unenforceable it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this Licence without effecting the validity or enforceability of the remainder of the terms of this Licence.

8.3 No term or condition of this Licence will be waived and no failure to comply (for example, by Sharing the Resource) will be consented to, unless expressly agreed by the Licensor. You will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.


8.4 Nothing in this Licence constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the Licensor or You, including from the applicable legal processes and laws as stated in paragraph 8.5 below.

8.5 In case of any dispute arising in relation to the Licence, the competent courts are those of [COUNTRY NAME] and the applicable laws are those of [COUNTRY NAME].

The Licensor:



The Licensee:



The Notice below is not part of this licence.

META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.