User License Agreement

Birzeit University recognizes the value and benefits that may be gained by sharing scientific data and tool with other institutions and organizations, and encourages scientific data sharing whenever possible. This User License Agreement applies to any general public, governmental, non-governmental and private organizations with an interest in Birzeit University scientific data and tools.

This User License Agreement is made between Birzeit University (hereinafter referred to as "Birzeit") and the data

user_____ (hereinafter referred to as the "User") to

use _____ (hereinafter referred to as the "Data") for the

purpose _____

_____

Terms and Conditions

1) **Permitted Uses.** User is granted a nonexclusive right to have and use Birzeit's data provided the User shall comply with all of the terms and conditions of this License. User may use Birzeit's Data in the form provided by Birzeit for the specified purpose above.

2) **Usage Restrictions.** The User shall:
   a) not assign this agreement or transfer, sell, lease, distribute, export or grant a sublease of Data or the license contained herein to any person or organization;
   b) take strict precautions to prevent unauthorized third parties from accessing or using Data in a way that would constitute a breach of this agreement including, without limitation, such precautions as User would take to protect its own proprietary software, hardware or information;
   c) not use the Data for terrorism, military, unethical, or illegal purposes and activities;
   d) not utilize the Data for any purpose or project other than the permitted use(s) as set forth in this agreement.

3) **License**. Subject to the terms of this agreement, Birzeit grants to the User, and the User accepts, a non sub-licensable, non-assignable, non-transferable, non-exclusive license for usage of the Data. No ownership interest in the Data is bestowed to the User pursuant to this Agreement. The License shall be automatically voided, nullified, and terminated without notice to User if the User violates the terms of this Agreement.

4) **Data Credit.** The User agrees to cite and acknowledge Birzeit University as the source of the Data on all related publications or products, in a clear, adequate and proper way.

5) **Ownership of Intellectual Property.** The User acknowledges that he/she has no intellectual property rights in the Data, or its written materials, logos, trademarks, trade names, copyrights, patent applications, patents, know-how, trade secrets or moral rights. The User cannot claim any property right if the Data or part of it is used inside other data. The user can use the Data to produce his own data, but then the produced data must be substantially different from the Data.

6) **Termination and Data Retention.** The User has no term limits on the use of Data. Without limiting other remedies available in law or equity, Birzeit may terminate this Agreement at any time, with or without cause. Upon termination, all copies of the Data shall be returned to Birzeit and no copies shall be retained by the User.

7) **Remedies.** In the event of a breach or threatened breach of this Agreement by the User or any employee, representative or agent of the User, Birzeit shall be entitled to injunctive relief to enforce this Agreement. Birzeit may also pursue other remedies, at law or in equity, all of which shall be cumulative. The parties agree that for any action brought pursuant to or to enforce any provision of this Agreement, to the extent not otherwise prohibited by law, jurisdiction and venue shall be solely in the courts of Ramallah city, and the prevailing party will, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorney's fees and other legal expenses incurred to bring, maintain or defend any such action from its first accrual or notice thereof through any appellate proceedings and collection proceedings.

8) **WARRANTY AND DISCLAIMERS.** BIRZEIT GIVES NO EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WITH RESPECT TO THE DATA, THE DATA'S CONTENT, ACCURACY, CURRENCY OR COMPLETENESS, OR CONCERNING THE RESULTS TO BE OBTAINED FROM QUERIES OR USE OF THE DATA, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. THE USER IS RESPONSIBLE FOR ENSURING THE ACCURACY, CURRENCY AND OTHER QUALITIES OF ALL SCIENTIFC PRODUCTS PRODUCED FROM OR IN CONNECTION WITH THE DATA AND ASSUMES ALL RISKS AS TO THE RESULTS AND PERFORMANCE OF THE DATA. IN NO EVENT SHALL BIRZEIT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY FROM THE FURNISHING OF, OR THE USER'S USE OF THE DATA. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT.

9) **Interpretation.** This is the entire agreement between the parties to it. No oral or written, prior or contemporaneous agreement shall have any effect, nor shall any subsequent agreements have any force or effect unless made in writing and signed by both parties. This Agreement was made in and shall be interpreted and performed pursuant to the laws of Ramallah, Palestine.

10) **Amendment.** This Agreement shall not be changed, amended or modified without the prior written approval of Birzeit.

11) **License Modification.** Birzeit also retains the right to modify this license agreement periodically as needed at its sole discretion. Birzeit shall notify the User about pending license modifications and User shall be deemed to have accepted the terms of the modified license if they continue to use the Data.

Sina Institute For Knowledge Engineering and Arabic Technologies

Faculty of Information Technology, Birzeit University

User shall send a signed copy of this agreement by facsimile to Birzeit University, fax number (+972) 2 281-0656. Alternately, User shall email an electronic version of the signed agreement to Birzeit University at ogc@birzeit.edu and to the responsible researcher (_____).

User Name: _____

Address: _____

Email and Fax: _____

Representative Name: _____ Position: _____

Signature
and Stamp

_____

Date _____

For Internal Use

Responsible Researcher: _____ Position: _____

Signature

email _____

Date _____

_____

Birzeit Representative : _____ Position: _____

Signature

Date _____