



**NIST-CHIL Rich Transcription  
2005 Spring Meeting Recognition evaluation**

**LANGUAGE & AUDIOVISUAL RESOURCES  
EVALUATION - END-USER AGREEMENT  
(Reference: ELDA/NIST-CHIL2005/Name of End-user)**

**This agreement is made by and between:**

.....  
(hereinafter called END-USER), having its principal place of business at:  
.....

AND

**ELDA**, acting on behalf of the CHIL Consortium members a) Universität Karlsruhe, Interactive Systems Labs (Prof. Waibel) and b) ELDA, and hereinafter called CHIL-DATA-DISTRIBUTOR, having its principal place of business at: 55-57 rue Brillat Savarin - 75013 Paris, FRANCE  
registered at the Tribunal de Commerce de Paris : RCS Paris B 402 781 876 (95b147 95)

**Whereby it is agreed as follows:**

**Preamble:**

The objective of the CHIL is to tackle a broad set of key scientific issues:

- Multimodal Perceptual User Interfaces that observe, recognize, fuse, and interpret all available cues and clues to explain human-human activities and intentions.
- Quantifiable cognitive & social models of human interaction, productivity and workload. Issues of privacy and control must be explored to understand socially appropriate interaction principles.
- A suite of Services that instantiate CHIL Computing based on perceptual context awareness and understanding of human activity. Services include better ways of connecting people (without phone-tag), supporting human memory and providing support, e.g. in offices or during lectures.
- An infrastructure that supports CHIL Services including "Autonomic Computing", self-healing and self-maintaining software, flexible architecture and a networked infrastructure integrating devices intermittently and dynamically.

The objective of the CHIL Evaluation activity is to support multimodal & multisensorial interfaces by (i) developing an infrastructure for the testing, tuning and evaluation of different interfaces and modalities and (ii) creating test-suites of reusable data which can be employed by system developers for benchmarking purposes. Through the organization of system evaluation campaigns open to non CHIL participants, the aim is to create a community of researchers and developers studying the same problems and to facilitate future collaborative initiatives between groups with similar interests. The final goal is to assist and stimulate the development of European multimodal/multimedia interfaces and systems in order to guarantee their competitiveness on the global marketplace.

ELDA and the data providers wish to contribute to the success of the project and its follow up through the supply of (copyrighted) Language & Audiovisual Resources to be used for the evaluation purposes.

In this perspective, the CHIL Consortium, NIST and AMI Consortium (the Augmented Multi-party Interaction project) have decided to join forces and offer a common and unique "Rich Transcription 2005 Spring Meeting Recognition evaluation". It will be the third NIST sponsored evaluation of speech technologies within the meeting domain.

In 2004 the evaluation was conducted solely on a small meeting conference room sub domain. Building on last year's success, a lecture room sub domain with seminar speech will be added to the evaluation. The two sub domains differ in the amount of participant interactivity and sensor configurations sufficiently to warrant separate treatment for system developers as well as different evaluation tasks.

Multimodal sensor signals will be available to systems this year. Along with the multiple distant microphones and individual head microphones used previously, digital video and digital microphone array data (lecture room data only) will be supplied as well.

This agreement governs the data provided by ELDA, acting on behalf of the CHIL consortium and/or by CHIL individual members.

This evaluation campaign will be referred to as the "Rich Transcription 2005 Spring Meeting Recognition Evaluation" or RT-05S.

1. **Language & Audiovisual Resources**, object of this Agreement, for which ELDA or the CHIL CONSORTIUM MEMBERS obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) are described in Annex A. Such rights cover the use within the CHIL evaluation Campaigns and more generally HLT Research and Technology Development, including the evaluation within the RT-05S. The list of Providers is also part of Annex A.
2. The site of use of the **Language & Audiovisual Resources** is mentioned in Annex B, attached hereto and made a part hereof.
3. Within this Agreement, CHIL-DATA-DISTRIBUTOR hereby grants to END-USER, engaged in *bona fide* language engineering research, a non-exclusive and non-transferable right and license to use the **Language & Audiovisual Resources**, only for the purposes of system evaluation within the 2005 Spring Meeting Recognition evaluation RT-05S.
4. Signature of the present agreement by END-USER indicates the END-USER's agreement to participate in the RT-05S Campaign for the tasks stated in Annex C. This includes the presentation of the END-USER's evaluation results as well as a presentation of the systems and methods used to obtain the evaluation results at the Evaluation Workshop related to the 2005 campaign that will be organized for this purpose by the NIST, AMI, and CHIL partners.
5. END-USER, after fulfilling its obligations stated in article 4, shall be granted a non-revocable, non-exclusive and non-transferable license to use the **Language & Audiovisual Resources**, only for the purposes of internal testing, benchmarking and research and development in the area of language Engineering.
6. END-USER is not permitted to reproduce the **Language & Audiovisual Resources** for commercial or distribution purposes and to commercialize (or distribute for free) in any form or by any means the **Language & Audiovisual Resources** or any derivative product or services based on all or part of it.
7. CHIL-DATA-DISTRIBUTOR grants END-USER the right to reproduce the **Language & Audiovisual Resources** temporarily or permanently, to translate, adapt, arrange and modify by any means the **Language & Audiovisual Resources**, to the extent necessary to access and make the agreed use of the contents of the **Language & Audiovisual Resources**. END-USER is permitted to make a copy of the **Language & Audiovisual Resources** for purposes of archiving only.
8. Without prejudice to the other provisions of this Agreement, the rights referred to herein shall be used for research and evaluation purposes only and shall be under no circumstances transferable to any third party or other entity. The **Language & Audiovisual Resources** shall not be transferred to, disseminated to, accessed from or be made accessible to any other site or third party.
9. END-USER acquires no ownership, any other rights apart from this Agreement or title in all or any parts of the **Language & Audiovisual Resources**. The Language & Audiovisual Resources supplied hereunder shall remain the property of the PROVIDERS supplying the same and no further rights are granted to the END-USER in the same.
10. This Agreement shall become effective as of the date of receipt of the Language & Audiovisual Resources by END-USER, and shall remain in full force and effect, in compliance with clauses 4 and 5.
11. This Agreement shall terminate IMMEDIATELY if END-USER is no longer willing or able or does not fulfill its commitment to participate in the RT-05S evaluations under clauses 4 and 5. Upon such termination, END-USER shall on request destroy or return to CHIL-DATA-DISTRIBUTOR the Language & Audiovisual Resources received and all copies of it made hereunder, whether such copies are of the whole or a part, in machine readable form or in printed form, and shall provide CHIL-DATA-DISTRIBUTOR with written confirmation thereof. The rights and obligations of clauses 6, 8, 11, 12, 13-17 and 21 shall endure irrespective of the prior termination of this Agreement, and shall bind the parties and their legal representatives, successors and assigns.

12. CHIL-DATA-DISTRIBUTOR and PROVIDERS assumes no responsibility for the accuracy or completeness of the data or for the consequences of their use. CHIL-DATA-DISTRIBUTOR and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the Language & Audiovisual Resources. The END-USER shall be entirely responsible for the use to which it puts such information and data.
13. a) CHIL-DATA-DISTRIBUTOR and PROVIDERS warrant that consent has been given by the persons of whom personal data is included in the Language & Audiovisual Resources according to the applicable data privacy law for the data usage and other purposes described hereto.  
  
b) As far as ethical issues are addressed by the data usage described hereto the END-USER accepts to comply with the CHIL ethical policy as described in the CHIL publicly available report (*CHIL Ethical Issues Policy; Deliverable D1.2 of the Project CHIL (Computers in the Human Interaction Loop), IP 506909; July 28 2004* © ELDA, ITC-irst, Universität Karlsruhe ISL, Stanford University, Fraunhofer IITB). In addition END-USER warrants that it will adhere to any rules and legislation applicable in this regard to the END-USER.
14. Language & Audiovisual Resources may be mentioned by END-USERS in scholarly literature. In such case, END-USER shall give appropriate references to CHIL AS WELL AS TO CHIL-DATA-DISTRIBUTOR and PROVIDERS.
15. END-USER shall not use the name of CHIL nor the names of PROVIDERS in any publication in any manner that would imply an endorsement by CHIL of END-USER or any product or service offered by END-USER. Copy of such publication should be mailed to the contacts indicated in Annex D.
16. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of CHIL. Each party of this agreement is responsible for its own actions.
17. Each party shall be responsible for its own damages caused by the non-fulfillment of provisions of this AGREEMENT.
18. The parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
19. CHIL-DATA-DISTRIBUTOR agrees to provide **Language & Audiovisual Resources** to END-USER FREE OF CHARGE.
20. END-USER will maintain and post a list of people with current and recently-terminated access to the **Language & Audiovisual Resources**. END-USER shall maintain such appropriate records and CHIL-DATA-DISTRIBUTOR shall have the right to audit such records upon reasonable prior notice using an independent auditor of its choice (the "Auditor"). The Auditor shall be bound to keep confidential the details of the business affairs of END-USER by signature of a non-disclosure agreement.
21. END-USER agrees not to disclose nor communicate to any third party any information concerning or contained in technical or commercial documents relating to the Language & Audiovisual Resources provided by CHIL-DATA-DISTRIBUTOR to END-USER. The distribution of the information to the officers, directors or employees of the END-USER is only permitted on a "need-to-know" basis.
22. The END-USER agrees to the NIST (RT-05S) guidelines that govern the publication of the evaluation results which form a part of this agreement.
23. This Agreement is subject to, construed and interpreted in accordance with the Law of Luxembourg. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before an applicable court of law for a decision. This AGREEMENT may be terminated by CHIL-DATA-DISTRIBUTOR if END-USER breaches any material term or provision of this AGREEMENT, including clauses 4, 5, and 21. In the event that one of these articles is considered by a competent court

decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions.

The entire AGREEMENT is composed of the 23 articles herein together with Annexes A, B, C and D thereafter.

In witness hereof the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

\_\_\_\_\_  
On behalf of

Name:

Title:

Date:

\_\_\_\_\_  
On behalf of the CHIL Consortium Members

Name: Khalid CHOUKRI

Title: ELDA Managing Director

Date:

## ANNEXES

### **Annex A: Language & Audiovisual Resources**

**Language & Audiovisual Resources** refer to the resources selected below (*please tick the resources you are requesting*):

- CHIL Evaluation data set:** ISL Seminars 2004 – 2005 including transcriptions; Copyright UKA & ELDA

### **Annex B: SITE OF USE: (insert here below the address of the location where the data will be used)**

.....  
.....  
.....  
.....

### **ANNEX C: Tasks to be carried out by END-USER**

These are the ones defined within the NIST RT-05S campaign.

### **ANNEX D: The CHIL Coordinator details:**

Ina addition to the NIST rules, please send copies of your publications that use CHIL data to:

Prof. Dr. Hartwig Steusloff  
Fraunhofer Institute IITB  
Fraunhoferstr. 1  
76131 Karlsruhe  
Germany  
Email: [steusloff@iitb.fraunhofer.de](mailto:steusloff@iitb.fraunhofer.de)

or

Prof. Alex Waibel  
Universität Karlsruhe (TH), Fakultät Informatik  
Interactive Systems Laboratories  
Am Fasanengarten 5  
76131 Karlsruhe  
Germany  
Email: [waibel@ira.uka.de](mailto:waibel@ira.uka.de)

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