



## LANGUAGE RESOURCE DISTRIBUTION AUTHORISATION SADiLaR

### 1. AGREEMENT

For the purposes of reworking and distribution of resources on the South African Centre for Digital Language Resources (“SADiLaR”) hosted by the NWU on behalf of the Department of Science and Technology.

1. The Resource Grantor hereby grants a non-exclusive perpetual worldwide right to reproduce, translate and to distribute the resource submitted and attached hereto (include the abstract thereof), in print and electronic format in any medium, including but not limited to audio and video. In the event that the NWU elects to translate the resource to another medium or format, it may be done for the purposes of preservation thereof without the NWU changing the content thereof.
2. This licenced right will commence on the date of signature of this authority and will continue indefinitely until terminated by any party giving 60 (sixty) days written notice to that effect.
3. The NWU hereby undertakes to effect the reproduction, translation and distribution skilfully and to the best of its ability and in a workmanlike manner, regard being had to the highest industry professional standards and in line with SADiLaR policies and procedures, which includes the right of the NWU to keep copies of the submission to SADiLaR for the purposes of security, back-up and preservation.
4. The Resource Grantor will ensure that the resource will not infringe copyright of third parties and further guarantees that the submission is his /her own work and the rights to the resource is unencumbered in any manner. In the event that any of the resources submitted is encumbered or indeed the property of a third party, the Resource Grantor will identify such resource separately and guarantees that it is authorized by the beneficial owner of the rights to make the submission to the NWU.
5. IF THE SUBMISSION IS BASED UPON WORK THAT HAS BEEN SPONSORED OR SUPPORTED BY AN AGENCY OR ORGANIZATION OTHER THAN SADiLaR, YOU GUARANTEE THAT YOU HAVE FULFILLED ANY RIGHT OF REVIEW OR OTHER OBLIGATIONS REQUIRED BY SUCH CONTRACT OR AGREEMENT.
6. In return for the submission of the resource, SADiLaR will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your submission.

#### 7. GENERAL

This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.

The parties undertake to exercise good faith towards each other in their dealings with each other.

No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No addition, variation or agreed cancellation of this agreement shall be of any force and effect unless in writing and signed by or on behalf of the parties.

By accepting this agreement, each party expressly admits that s/he has read the contents of this agreement, that the contents have been explained to her/him and that s/he fully understands and agrees with the contents of this agreement and that s/he is duly authorised to accept this agreement.