

Contract

made between

Univerzita Karlova v Praze (Charles University in Prague)
Ovocny trh 3/5
11636 Prague 1
Czech Republic
VAT No. (EU): CZ00216208
(the “**Contractor**”)

and

Deutsches Forschungszentrum für Künstliche Intelligenz (DFKI)
attn. Dr. Walter Olthoff
Postfach 2080
Trippstadter Straße 122
67603 Kaiserslautern
VAT ID-No.: DE 148 646 973
(the “**Commissioner**”)

WHEREAS the Contractor, created by the decree of the law No. 111/1998 Coll. in the Czech Republic, has the human and technological resources, and

WHEREAS the Contractor is willing to engage in technology transfer under non-discriminating conditions to both non-commercial and commercial use,

it is hereby mutually agreed, on the basis of the law No. 513/1991 Coll. of the Czech Republic (“Commercial Code”) as amended, as follows:

Article 1. Definitions

The term “**Contract**” denotes this Contract including all Exhibits and Appendices, if any.

“**Work**” denotes work performed by the Contractor for the Commissioner.

“**Derived data**” is data created by the Commissioner by using Material in connection or in combination with any other software, data or documents, and which is reversible in nature, i.e., the original data can by large be, for all goals and purposes, recreated by someone reasonably skilled in the art.

“**Processed data**” is data created by the Commissioner by processing (transforming, extracting, enhancing, mining or otherwise) independent data using Material or Derived data; such data may not contain contents from which Material will be largely derivable, for all goals and purposes, by someone reasonably skilled in the art.

The term “**Commercial use**” describes any activity of the Commissioner that may lead to material or other profit, whether directly or indirectly, including but not limited in-house use for production of derived data by using Material.

The term “**Material**” denotes software, data and/or documents as described in Article 2 below.

Article 2. Work performed and its Results

The items described below in this Article fully define the Work performed for the Commissioner and the agreement on using the results.

2.1. Work performed

Work performed by Contractor for the benefit of Commissioner is described in the Exhibit A, Part 1.

2.2. Material

In order to provide a functional solution for the Commissioner, the Contractor, in addition to the results of the work performed under par. 2.1, the Contractor provides the Commissioner with Material described in Exhibit A, Part 2. The Material is provided to be used by DFKI for research including the right to share with the project partners within the taraXŮ project for the runtime of the project.

Article 3. Delivery and Acceptance

The Material will be delivered as the Work described under par. 2.1 progresses.

Article 4. Payment and Formalities

The payment for the Work rendered and for using the resulting Material in Accordance with Article 3 shall be a one-time fee of **EUR 12,000 (twelve-thousand Euro)**. The use of Processed data is royalty-free.

The fee is payable to the following account:

Account holder: Univerzita Karlova v Praze, Ovocny trh 5, 11636 Praha 1, Czech Rep.
Bank: Ceskoslovenska obchodni banka, a.s., Radlicka 333/150, 15057 Praha 5, Czech Republic
Account No.: 01256280/0300 (local), SWIFT code (BIC): CEKOCZPP
IBAN: CZ0803001712800107912843
Bank text to be included with payment: DEPT 207
Bank fees: SHA

within 30 calendar days after receiving an invoice from the Contractor.

Penalty for late payment is set to 0.05% per day. The penalty is payable together with the payment of the fee proper and at the same time.

Article 5. Disclaimer of Warranty, Fitness and Purpose

This results of the Work and Material is provided by the Contractor "as is" and with the exception of the amount of Material delivered, as specified in Article 2, any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the Contractor be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

Article 6. Liability and Limitation of Liability

Neither party to this Contract shall have any liability, with the exception set forth in the next paragraph, relating to or otherwise arising out of or in connection with this Contract for any economic losses (including, but not limited to, loss of profits, revenues, contracts, business, savings and data); cost of services to substitute for the same goals or purposes; or any other indirect or consequential losses.

Notwithstanding the previous paragraph, either party is liable in the case of gross negligence (including when caused by any of its employees and/or contractors), fraud and fraudulent behavior and misrepresentation, breach of any express or implied condition of the Contract, and misuse of confidential information, name and/or identity of the other party.

Article 7. Term of the Contract

This Contract shall apply indefinitely, unless terminated using the provisions of Article 9. However, the Work rendered is subject to corrections requested by the Commissioner to fully keep it functionality, until Dec. 31, 2015.

Article 8. Termination of the Contract

This Contract does not terminate, unless one of the following events occur:

- (a) a party is in a material breach of this Contract and fails to correct it within 30 days of receipt of a written request of the other party identifying the breach and requested cure;
- (b) the Contractor fails to deliver Material after maximum of three attempts as set forth in the Article 3;
- (c) The Commissioner fails to pay the fee as described in the Article 4 in time and/or the penalties associated with a late payment, or does not pay in full within the limit set forth in the Article 4;
- (d) the Contractor stops using the Material, and destroys all copies of it on its premises and all places over which it has control;

(e) the Contractor and/or Commissioner ceases to exist without a legal successor.

The fee described in Article 4 is to be kept by the Contractor in all cases of termination unless it is the defaulting party according to par. (a) or (b) of this article. This does not limit the liabilities of either party as set forth in the Article 6.

Article 9. Jurisdiction

This Contract is subject to, construed and interpreted in accordance with the Law of the Czech Republic. In case of irrecoverable disputes in different interpretation of this Contract, the case shall be brought before the District Court of Prague 1, Czech Republic, for a decision.

Article 10. Confidentiality

Any information transferred from one party to the other, including this Contract, is deemed confidential whether marked as such or not, with the exception of messages and/or documents specifically marked as “non-confidential”, and with the exception of the information published as allowed and/or requested by Article 11.

Article 11. Acknowledgement, Public Relations and Marketing

Each party agrees to refrain from acts, press releases, comments, articles, ads, marketing practices or other public information dissemination and/or similar behavior which might be construed as being and affiliate, subcontractor, or have any other close ties to the other party, with the exceptions as set forth below.

The Contractor can reveal the identity of the Commissioner solely as a Contractor of its research results, in connection with listing its research results of particular grants and projects funded by public funds. Furthermore, the Contractor can reveal the type of Material amount of the fee received to the funding bodies supporting the research that led to the Material, or as requested by law. No other confidential material shall be revealed by the Contractor.

The Commissioner is required to use the following acknowledgement in a form that is practical but prominent, whenever Processed data are used or delivered to a third party or to the public: “This data has been processed by tools developed at the Institute of Formal and Applied Linguistics, Charles University in Prague, Czech Republic.” in a way that is practical and consistent with the use of the data. This requirement is fulfilled also by putting an appropriate sentence and link to the website of the Commissioner together with other similar acknowledgements, in case the Commissioner uses such an acknowledgement form. No other confidential information shall be published by the Commissioner unless required by a law.

Article 12. Administrative

The Contract is in force when signed by both parties, and it is effective immediately upon signature of the Contractor and the Commissioner, whichever comes later.

The notices of either party shall be sent to: for the Contractor, to Jan Hajic, hajic@ufal.mff.cuni.cz, for the Commissioner, to Aljoscha Burchardt, Aljoscha.Burchardt@dfki.de. The language of the notices shall be English.

Each party agrees to update the person to be sent notices to before such change occurs, and in the case of emergencies, within 3 business days of such a change.

The Contract has been printed and signed in two copies, one of which shall be received by the Contractor and one by the Commissioner.

There is one Exhibit and no Appendices to this Contract.

This Contract shall stay in force if any of the parties have a legal successor.

This Contract constitutes the sole Contract between the Contractor and the Commissioner. It should not be construed as an engagement in a joint venture, corporation, trust, cartel, or any other entity with any ties, or limitations to the free will of either party in any business matter.

Signatures

Contractor:

Name: *ING. ANTONÍN LIŠKA*

Title: *HEAD OF ADMINISTRATION*

Date: *28.11.2012*

Stamp (if required)

CHARLES UNIVERSITY PRAGUE
Faculty of Mathematics and Physics
Dean's Office
121 16 Praha 2, Ke Karlovu 3



Commissioner:

Name: Dr. Walter Olthoff

Title: Chief Financial Officer

Date: 26.11.2012

Deutsches Forschungszentrum
für Künstliche Intelligenz GmbH
Trippstadter Straße 122
Postfach 2080
D-67608 Kaiserslautern

Exhibit A

Part 1

1. preparation of the latest source of Moses En-Cz
2. verbose output for all intermediate steps of the above
3. trained models (for the TectoMT system)
4. translation of the test-sentences for TaraXU by TectoMT evaluation Round 2 and 3
5. access and permission for using state-of-the-art trained models Cz-En and En-Cz
6. SMT factors specialized for Czech morphology
7. translation of the test-sentences for TaraXU by Moses Cz-En and En-Cz evaluation Round 2 and 3
8. preparation and delivery of verbose output

Part 2

1. TectoMT translation platform and En analysis and Cz generation models
2. Moses platform for SMT translation and translation models En-Cz, Cz-En