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Notes:

This document is designed for use where the licensee wishes to use the thesaurus for commercial purposes. Clause 5 provides for a charge, and deals with updates.

## LICENCE FOR COMMERCIAL USE

This Licensing Agreement is made between [external organisation] and CESSDA ERIC.

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(2) In order to enable users of the data resources made available by the members of CESSDA ERIC effectively to search for data in which they are interested, CESSDA ERIC maintains a multi-lingual thesaurus in electronic form, containing translations between different human languages of terms used in research in the sphere of the social sciences. This thesaurus is referred to as the ELSST (or the European Language Social Science Thesaurus).

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FP7-212214 It is hereby agreed that:

(1) In this Licensing Agreement, "the ELSST" (or the European Language Social Science Thesaurus).means the multi-lingual thesaurus in electronic form, established and maintained by CESSDA ERIC, containing translations between different human languages of terms used in research in the sphere of the social sciences, and made available by CESSDA ERIC to users of the archives of data relevant to the social sciences which are made available by members of CESSDA ERIC, so as to enable such users effectively to search such archives for data in which they are interested.

(2) CESSDA ERIC hereby undertakes to supply a current copy of the ELSST to [external organisation], and licenses the use of the ELSST by [external organisation] in accordance with the terms of this Licensing Agreement.

(3) The licensed use is confined to use as part of the internal activities of [external organisation], but extends to use for commercial purposes. The licence to use is non-exclusive.

(4) [external organisation] undertakes:

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(b) Not to supply a copy of the ELSST, or any substantial part thereof, to any other organisation or to any individual other than one who is working within its own organisation.

(c) To acknowledge CESSDA ERIC as the owner of the ELSST in any reproduction or adaptation of material contained in the ELSST.

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(e) To supply to CESSDA ERIC, and to authorise the use by CESSDA ERIC of, any alterations, amendments or additions to the ELSST devised by or within [external organisation]. CESSDA ERIC shall be entitled to incorporate such alterations, amendments or additions in the ELSST, to treat them as part of the ELSST, and to

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(5) (a) [external organisation] also undertakes to pay to CESSDA ERIC a sum of ..... upon receipt of the copy of the ELSST from CESSDA ERIC.

(b) The said payment shall entitle [external organisation] also to receive from CESSDA ERIC a copy of any updates to the ELSST which may be made by CESSDA ERIC during the five years following the conclusion of this Licensing Agreement. [external organisation] shall be entitled to use such updates in accordance with this Licensing Agreement in the same ways and to the same extent as it is authorised to use the version of the thesaurus originally supplied hereunder.

(c) The supply of further updates after the expiry of the said five years shall be a matter for further agreement between [external organisation] and CESSDA ERIC.

Signed ..... (for [external organisation]) .

Signed ..... (for CESSDA ERIC).

Date .....