SPEECH MATERIAL License

It is preliminary stated that KU Leuven, more specifically its Department of Neurosciences, Research Group ExpORL, for the purposes of this Agreement represented by KU LEUVEN RESEARCH & DEVELOPMENT, Waaistraat 6 - box 5105, B-3000 Leuven, Belgium, (hereinafter referred to as KU LEUVEN R&D) has agreed to grant you access to:

SPEECH MATERIAL for speech intelligibility testing as described in Annex I of this agreement and as developed by KU Leuven, ExpORL, Dept. Neurosciences, in collaboration with the authors as mentioned in Annex I;

for research or clinical purposes only under the following conditions:

1. Use of the SPEECH MATERIAL

   1. Subject to the terms and conditions of this Agreement, KU LEUVEN R&D hereby grants you a non-exclusive, nontransferable royalty-free license to use the SPEECH MATERIAL on a Single-setup at the premises of your institute. “Single-setup” shall mean one single platform on which speech audiometry can be performed.

   2. The grant of this license does not include the right to sub-license. The grant of this license does not include the right to offer for sale and sell or otherwise distribute the SPEECH MATERIAL directly or through third parties.

   3. The grant of this license does not allow you to make changes or modifications in the SPEECH MATERIAL.

2. Warranty, Liability and Indemnity

   1. The SPEECH MATERIAL is provided on an "as is", "as available" basis without warranties of any kind either express or implied. To the fullest extent possible pursuant to the applicable law, KU LEUVEN R&D disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement or other violation of rights. Furthermore, you are aware of and acknowledge that the SPEECH MATERIAL is the result of scientific research. The SPEECH MATERIAL has been scientifically validated and tested. However, KU LEUVEN R&D does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, or otherwise respecting, the
information and materials in the SPEECH MATERIAL and you shall be entirely responsible for the use of the SPEECH MATERIAL or any results thereof.

2. To the extent permitted by law, KU LEUVEN R&D or its suppliers shall not be liable for any direct, indirect, special, incidental or consequential damages, or any other damages of any kind, including, but not limited to, loss of data or loss of profits arising out of the use, or the inability to use SPEECH MATERIAL or the materials contained herein or accessed through, the SPEECH MATERIAL, even if KU LEUVEN R&D or a KU LEUVEN R&D authorized representative has been advised of the possibility of such damages and you shall indemnify and hold KU LEUVEN R&D and her staff, employees and agents harmless for and against all such claims, complaints or procedures.

3. Intellectual Property Rights

KU LEUVEN R&D retains all title and ownership to the SPEECH MATERIAL. Nothing in this Agreement shall preclude KU LEUVEN R&D from entering into agreements with third parties concerning the SPEECH MATERIAL.

4. Publication

If utilization of the SPEECH MATERIAL results in outcomes which will be published or presented, you shall acknowledge KU LEUVEN ExpORL, Dept. Neurosciences as the provider of the SPEECH MATERIAL and shall include a reference to the publication about this SPEECH MATERIAL, as mentioned under PUBLICATION in Annex I.

5. Feedback

You shall provide KU LEUVEN R&D with feedback on the use of the SPEECH MATERIAL in your institute. A copy of every report containing data obtained with the SPEECH MATERIAL shall be sent to Jan.Wouters@med.kuleuven.be

6. Termination

This Agreement is effective until terminated. This Agreement will terminate immediately without notice from KU LEUVEN R&D if you fail to comply with any provision of this Agreement.

In case of termination the provisions of Articles 2, 3 and 4 shall remain in full force and effect.
7. Complete Agreement

This Agreement constitutes the entire agreement between the parties with respect to the use of the SPEECH MATERIAL and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by KU LEUVEN R&D.


This Agreement will be governed by the laws of Belgium. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of KU LEUVEN R&D.

Name:......................................................................................................................

Institution:................................................................................................................

Address:...............................................................................................................

e-mail:...................................................................................................................

Date:......................................................................................................................

Signature:.............................................................................................................
After reception of this signed document, information will be provided about the payment of 200€ as a contribution for maintenance and administrative costs. When this contribution has been received, all the information for download of the SPEECH MATERIALS from our servers will be provided by e-mail.
ANNEX I

Description of the SPEECH MATERIAL and PUBLICATION

The SPEECH MATERIAL, as described below, shall be provided to you in the form of digital wav-files containing each speech token of the speech material and the related speech noise.

Speech material

Leuven Intelligibility Sentence Test with male speaker (LIST-m)

Publication

Development and validation of the Leuven Intelligibility Sentence Test with male speaker (LIST-m)

Jansen, S., Koning, R., Wouters, J., Van Wieringen, A.