

Cappelli Crowdsourcing Agreement

This Agreement governs the relationship between the University of Zurich (“UZH”) and you (“You”) when You use the Cappelli Crowdsourcing Tool (the “Tool”). Please read the Agreement carefully. By using the Tool You acknowledge that You have read the Agreement, understand it and agree to be bound by its terms and conditions.

1. USE OF THE TOOL

1.1 UZH grants You herewith a non exclusive license to use the Tool online on the UZH webpage to create transcriptions and digitalizations of the Cappelli Lexicon (the “Data”).

2. USE OF THE DATA

2.1 When You create Data, You grant UZH a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use the Data. UZH agrees to provide access to the DATA to third parties under an open content license.

3. TERM

3.1 This Agreement becomes effective at the moment You are authorized by UZH to use the Tool. Both Parties may terminate this Agreement at any time without prior notice for any or no reason.

4. GENERAL

4.1 This Agreement and the license granted herein or any part thereof under this Agreement are not assignable by YOU without the prior written approval of UZH.

4.2 Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

4.3 The provisions of Sections 2, 4 and 5 shall survive any expiration or termination of this Agreement.

4.4 Should some or several provisions of this Agreement be ineffective or invalid, or should there be an omission in this Agreement, the effectiveness, respectively the validity of the remaining provisions shall not be affected thereby. An ineffective, respectively, invalid provision shall be re-placed by the interpretation of the agreement which comes nearest to the economic meaning and the envisaged economic purpose of the ineffective respectively, invalid provision. The same applies in the case of a contractual gap

4.5 The terms stipulated in this Agreement may not be modified in any way without the mutual consent of the parties in writing.

4.6 THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND. Any dispute arising from or in connection with this Agreement will be finally settled by the courts of Zurich, Switzerland.