

# DATASET FALEB

## USAGE AGREEMENT

### **COMPANY:**

### **ADDRESS:**

Represented By:

Hereinafter called "PARTNER"

As previously referred to that, EURECOM has developed a dataset FALEB.

"**FALEB**" (Face, Action, License, Egocentric look using Body worn cameras) is a multimodal dataset for image processing using body worn cameras.

This dataset is the first that contains data about activities of face recognition, action recognition, license plate detection and recognition, and egocentric vision of different subjects, (activities specific to the usage of body worn cameras) all in one place. (hereafter "the Dataset").

PARTNER, a partner of EURECOM, having shown interest in using the Dataset for research and development work, both parties agree on the following:

### **Article 1: PURPOSE**

1.1- EURECOM provides access to its Dataset to PARTNER.

1.2- Both parties expressly agree that PARTNER will use the Dataset only for internal research and development.

Under no circumstances, the PARTNER may grant access to the Dataset under this agreement to a third Party. And under no circumstances the Dataset should be used with the purpose of generating revenue (i.e. activities not related to, teaching, research or demonstration)

### **Article 2: RATE**

EURECOM provides access to the Dataset for free.

### **Article 3: TERMS OF USE**

PARTNER hereby agrees to use the Dataset for the exclusive purpose of internal research and development (article 1.2).

PARTNER agrees to include the name “EURECOM” on any publication, and more generally on any public document mentioning research results in relation with the Dataset. Furthermore, these publications must cite the following reference:

## **TODO**

PARTNER agrees to inform EURECOM on the results of its experiments on simple request from EURECOM.

### **Article 4: TERMINATION**

#### **4.1 Termination**

EURECOM reserves the right to terminate PARTNER's access to the Dataset at any time.

The Dataset as well as all related documents shall immediately be returned to EURECOM.

#### **4.2 – Term of the agreement**

PARTNER undertakes to erase the Dataset of its files at the latest on July 1st 2030.

### **Article 5: CONFIDENTIALITY**

PARTNER expressly agrees not to publish, nor disclose in any way the confidential scientific, technical or economic information that is the property of EURECOM, and which it may be access to while executing this contract without the written agreement of EURECOM.

Also, PARTNER agrees to keep the terms of this agreement confidential.

### **Article 6: INTELLECTUAL PROPERTY**

This agreement carries no transfer of industrial or intellectual property right to the Dataset which remains the exclusive property of EURECOM.

### **Article 7: ACCESS RIGHTS**

PARTNER has been informed that people in Dataset may exercise their rights of access, rectification and deletion of data at any time.

In such circumstances, PARTNER undertakes to correct or delete immediately the relating data.

### **Article 8: DISCLAIMER**

Both parties expressly agree that the Dataset is put at the disposal of PARTNER with no warranty from EURECOM, including, but not limited to, warranties covering counterfeiting and those guaranteeing that a specific task can be performed.

Therefore, EURECOM shall in no way be held liable for lost profits, loss of use, or any incidental or consequential damages arising from the use of the Dataset.

**Article 9: NO ASSIGNMENT OR TRANSFER OF THE DATASET**

The Dataset shall not in any way be provided to a third party without the prior express written consent of EURECOM.

**Article 10: INDEMNIFICATION**

PARTNER agrees to indemnify, defend, and hold harmless EURECOM from any and all losses, expenses, damages, demands and/or claims based upon any injury or damage (real or alleged) related to, and shall pay all damages, claims, judgments or expenses resulting from, PARTNER’s use of the Dataset.

**Article 11 : ATTRIBUTION OF JURISDICTION**

The parties agree that any litigation that may arise out of the interpretation and/or enforcement of this agreement shall fall under the jurisdiction of the Court of Antibes, France.

**Article 12 : GOVERNING LAW**

This agreement shall be governed by the Law of France.

**Article 13: MISCELLANEOUS**

Any provision of this agreement that may become invalidated shall in no way affect the other provisions of this agreement.

**Authorized Signatory for PARTNER**

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**SIGNATORY NAME and TITLE (PLEASE PRINT) SIGNATURE and DATE**