Dataset licence agreement

The following limited database license agreement (“the Agreement”) constitute an agreement between you (the “Licensee”) and:
InterDigital R&D France, a company duly existing and organized under the laws of France and having its offices at 975 AV DES CHAMPS BLANCS, 35510 CESSON-SEVIGNE,
The University or Rennes 1, Scientific, Cultural and Professional Public Establishment, whose registered office is located at 2, rue du Thabor – CS 46510 – 35065 Rennes cedex, n° SIRET 193.509.361.00013, code APE : 8542Z,
and
Inserm (hereinafter together “the Licensor”)

This Agreement governs the download and use of the Database (as defined below). Your use of the Database is subject to the terms and conditions set forth in this Agreement. By downloading, using, accessing or copying the Database, you hereby irrevocably accept the terms and conditions of this Agreement. If you do not accept all or parts of the terms and conditions of this Agreement you cannot download, use, access nor copy the Database.

This Database must have been downloaded from https://www.interdigital.com/data_sets/hr-eeg4emo-dataset.

WHEREAS Licensor has created a database called “HR-EEG4EMO” as described in exhibit A (“the Database”);
WHEREAS the Database could be useful for Licensee’s academic research (the “Authorized Purpose”);
WHEREAS Licensor is willing to grant a licence on its Database to Licensee, who is willing to accept it.

NOW THEREFORE, each Party agrees as follows:

1 Licence

Licensor grants Licensee, who accepts, a free, limited, non-exclusive, non-transferable, non-commercial license on the Database and the intellectual property rights thereof (namely “legal protection of databases” as defined in the “DIRECTIVE 96/9/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 March 1996 on the legal protection of databases”) and its related documentation, to use it, copy it and modify it solely for the Authorized Purpose.

Licensee shall not pay any royalty, license fee or maintenance fee, or other fee of any nature under this agreement.

2 Restrictions on use

No part of the Database nor any copy thereof shall be:
(i) shared or disclosed in any way by Licensee or any employee, student assistant, on site consultant and/or on site contractor of Licensee to any third party;
(ii) used for a commercial purpose. For the avoidance of doubt, a commercial purpose includes, but is not limited to:
   - proving the efficiency of commercial systems,
   - training or testing of commercial systems,
Licensee may however disclose small portions of data for the exclusive purpose of clarifying academic publications or presentations. For the avoidance of doubt, a publication under this Agreement includes not only papers, but also presentations for conferences or educational purposes. In such situation, all documents and papers that report on research that uses the HR-EEG4EMO dataset will cite the following paper:


3 Delivery

The user may only use the database after this End User License Agreement (EULA) has been signed and returned to the dataset administrators. The signed EULA should be returned in digital format by including it to the mail when requesting access to the dataset. Upon receipt of the EULA, access the dataset will be provided. The user may not grant anyone access to the provided database.

4 Ownership

Title to and ownership of the Database, its related documentation and/or any intellectual property right protecting the Database (including French “droit d’auteur” and “Droits des producteurs de bases de données”) or/and its related documentation shall, at all times, remain with Licensor.

Licensee shall acquire no rights to the Database or its related documentation, including intellectual property right, except a strictly limited license as expressly granted in accordance with the terms of this agreement.

It is expressly agreed by the Parties that any result that Licensee could obtain using the Database within the Authorized Purpose, including any algorithm, software, invention and any intellectual property right thereof, shall be the sole property of Licensee.

5 Privacy

The Database contains data related to some individual’s physiological activity. Licensor warrants and represents that he complies with the privacy rules regarding the possession and the use of such data.

It is expressly stated by the Parties that the Database shall be delivered without any personal data. Hence, Licensee agrees that the Database won’t allow him to obtain the identity of the individual whose information has been collected, and that he won’t try to obtain such information, especially but without limitation by crossing the Database with any other information.

Should a personal information be contained in the Database, Licensee will promptly inform Licensor and shall not make any copy of such part of the Database or, if such copy has been made, he will destroy it as soon as such information has been identified.

6 Liability
Except as provided herein, the Database is provided to Licensee on an “AS IS” basis without warranty of any kind, either express or implied, including but not limited to any implied warranties of merchantability and fitness for a specific or general purpose and those arising by statute or by law, or from a cause of dealing or usage of trade, or non-infringement of any third parties’ rights.

Licensor shall not be obliged to perform any modifications, derivative works, enhancements, upgrades, updates or improvements of the Database.

Hence, Licensee uses the Database at his own cost, risks and responsibility.

Licensee agrees that it will defend, indemnify and hold harmless Licensor and its customers against any and all losses, damages, costs and expenses arising from a breach by Licensee of any of its obligations or representations hereunder, including, without limitation, any third party claims in connection with any such breach.

7 No Future Contract Obligation

Neither this Agreement nor the furnishing of the Database, nor any other Confidential Information shall be construed to obligate either party to: (a) enter into any further agreement or negotiation concerning the deployment of the Database or of any result obtained by Licensee ; (b) refrain from entering into any agreement or negotiation with any other third party regarding the same or any other subject matter; or (c) refrain from pursuing its business in whatever manner it elects even if this involves competing with the other party.

8 Termination

This agreement may terminate in the event of a material breach of this agreement by a Party which is not remedied within one (1) month of receipt of written notice from the other Party describing such breach.

Upon termination of the agreement, any copy of the Database (including any documentation) shall be deleted within thirty (30) days of such termination and shall be, on Licensor’s request, accompanied by written certification from Licensee to Licensor, that all copies of the Database in any form have been deleted.

9 Assignement

A Party may not assign or transfer this agreement to a third party without the prior written authorization of the other Party. Any unauthorized assignment or transfer shall be void.

For the implementation of this article, an Affiliate of InterDigital is not a third party. An Affiliate shall mean any entity that, directly or indirectly, through one or more intermediates, is controlled by, controls, or is under common control with InterDigital. For purposes of this definition only, the term “control” means the possession of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of voting stock or partnership interest, by contract, or otherwise, including direct or indirect ownership of more than fifty percent (50%) of the voting interest in the entity in question.
10 **Severability**

If any provision of this agreement shall be held to be in contravention of applicable law, this agreement shall be construed as if such provision were not a part thereof, and in all other respects the terms hereof shall remain in full force and effect.

11 **Governing Law**

This Agreement shall be governed by French law, without giving effect to its conflicts of laws provisions.

In the event of a dispute relating to or based on this Agreement, the matter shall be submitted to a French competent Court.

12 **Survival**

The provisions of articles 4, 5, 6, 7 and 11 shall survive termination of this Agreement.

13 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understanding.

I, as duly authorized representative of ____________________________, confirm my understanding and my acceptance of any and all terms of this agreement.

Name:
Date:
Title:
Signature:
EXHIBIT A – Description of the Database

The present database includes the EEG and other physiological recordings (electrocardiogram, respiration, blood oxygen level, pulse rate, galvanic skin response) of 40 subjects collected during the viewing of 13 emotional videos (7 videos for positive emotions and 6 videos for negative emotions) and 13 neutral videos.

The emotional stimuli were selected from the FilmStim database (A. Schaefer, F. Nils, X. Sanchez, and P. Philippot, “Assessing the effectiveness of a large database of emotion-eliciting films: a new tool for emotion researchers,” Cognition & Emotion, vol. 24, no. 7, pp. 1153–1172, 2010, http://nemo.psp.ucl.ac.be/FilmStim/) and were between 40 s and 6 min long. The data are provided in Matlab file format. Further information on the subjects (age and gender), the individual ratings of the videos (self-assessment labels), and the experiment (order of presentation of the videos) is also included in the Matlab files, along with all the necessary details on preprocessing and data analysis required to reproduce the results presented in (H. Becker, J. Fleureau, P. Guillotel, F. Wendling, I. Merlet, and L. Albera, “Emotion recognition based on high-resolution EEG recordings and reconstructed brain sources”, submitted to IEEE Transactions on Affective Computing, 2016).

Moreover, we provide a Matlab script to read these data. More details about the data and the contents of the Matlab files are given at https://www.interdigital.com/data_sets/hr-eeg4emo-dataset.

The experiment took place in a shielded room in Pontchaillou hospital, Rennes, France, and was approved by the local ethical review board of Inserm.