

## **LICENSE AND PERMISSION TO USE**

**THIS AGREEMENT** is entered into and made effective as of December, 2021, by and between The Trustees of Indiana University (“IU”) on behalf Indiana University Purdue University Indianapolis (“IUPUI) and \_\_\_\_\_ (the “Licensee”) (collectively the “Parties”).

**WHEREAS**, IU through its Researchers at the IUPUI Purdue School of Engineering & Technology Department of Computer Information & Graphic Technology (“CIGT”) have collected certain video data as part of it research which is titled IUPUI-CSRC-Pedestrian Situated Intent (PSI) benchmark dataset (“Data”) and owns the intellectual property rights, including copyright, in and to said Data;

**WHEREAS**, Licensee desires to receive a copy of the Data for non-commercial purposes to perform further research and to incorporate the Data therein (“Research Project”); and

**WHEREAS**, IU desires to provide a copy of the Data to Licensee and to grant Licensee a license to use the Data in the Research Project.

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. IU shall provide the specific data as described below:
  - a. Video data of 110 15-second clips recording the scenes in front of driving vehicles when encountering pedestrians in the public road environment.
  - b. Video annotations in the format of .xml file, containing bounding boxes of traffic objects, key points for pedestrian postures, schematic segmentation of the scene images, and other meta-data.
  - c. Driver cognition labels in the format of .csv files, containing temporal segmentation of the pedestrian encountering videos in terms of the estimated pedestrian intents, and descriptions of estimation reasonings in texts.
2. Licensee shall not redisclose or use the Data for any commercial use or profit.
3. IU grants to Licensee a nonexclusive, worldwide, royalty-free license to reproduce and adapt the Data into the Research Project on the following terms and conditions:
  - a. This license includes the right for Licensee to adapt and distribute the Data as incorporated into the Research Project. Any further or different use of the Data will require a separate license from IU.
  - b. Licensee will not represent that IU is responsible for or has endorsed the Research Project, but will credit IU as the source of the Data as follows: © IUPUI Purdue School of Engineering & Technology, Department of Computer Information & Graphics Technology, The Trustees of Indiana University.

- c. This license does not include the right to sublicense others to use, reproduce, adapt, distribute, display or perform research that resulted in the collection of the Data.
  - d. This license is granted without any requirement of a royalty or other compensation to IU.
4. Licensee agrees to use the Data in a careful and prudent manner. Licensee shall not portray IU, its premises, students, faculty, or staff in a defamatory manner or in any manner that would injure the good name and reputation of IU, as determined by IU in its sole discretion.
5. All rights not expressly granted herein are expressly reserved by IU.
6. It is understood that if another third party organization's or individual's name, image, likeness, or intellectual property is to be incorporated into the Research Project, that Licensee is responsible for securing all necessary permission and rights for such use. Nothing herein shall be interpreted to grant any such rights on behalf of any third party.
7. Licensee acknowledges and agrees that the Data are provided "AS IS," with all faults, and "AS AVAILABLE." And includes information provided to IU by third party sources. To the maximum extent permitted by law, IU MAKES NO AND SPECIFICALLY DISCLAIMS all representations and warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to, any warranty that the Data are error free, or any implied warranty of merchantability or fitness for a particular purpose, non-infringement, or satisfactory quality. To the fullest extent permitted by law IN NO EVENT will IU, its affiliates, Trustees, officers, employees, agents, suppliers, or licensors be liable to Licensee for any direct, indirect, incidental, special, punitive, cover, liquidated, exemplary, or consequential damages, however, cause and under any theory of liability, arising from Licensee's use of the Data, even if IU has been advised as to the possibility of such damages.
8. Licensee agrees to indemnify, defend, and hold harmless IU from and against any and all costs, liabilities, fines, or other expenses (including reasonable attorneys' fees) incurred by IU that a court finds are the result of negligence or willful misconduct by Licensee.
9. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, costs incurred in such suit shall be dealt with in accordance with the court's applicable rule governing costs.
10. Nothing herein shall be deemed to constitute a partnership, agency, or joint venture between the Parties and neither party shall do or permit any act to be done whereby it may be represented as agent or partner of the other.

11. If any provision in this Agreement is held to be unenforceable, the Agreement shall be deemed amended to the extent necessary for the rest of the Agreement to remain valid and enforceable.
12. This document is a complete and exclusive statement of the terms of this license and may only be revised by mutual signed agreement.
13. This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

The Trustees of Indiana University

(name of Licensee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_