

Data Transfer & Licensing Agreement

Parties

Data controller/exporter/licensor

Organisation name: VitalVideos

Representative: Pieter-Jan Toye

Data processor/importer/receiver/licensee

Organization name: _____

Address (incl. country): _____

Key researcher name: _____

Key terms

- **Data:** the dataset of videos together with vital parameter ground truths created by Vital Videos
- **Data subjects:** the people whose faces and vital parameters were recorded in the dataset
- **GDPR:** European privacy laws in effect since May 2018
- **Data processing:** collecting, storing, organizing, manipulating, altering, using, combining or erasing personal data

Data description

The dataset contains a collection of videos of human faces together with a simultaneous recording of the vital parameters of the person displayed in the video.

Please select the datasets that you would like to access:

VV-EU-1-small (100 participants from this dataset, ~400GB of video, ftp download)

VV-WW-small (300 participants, ~2400GB of video, S3 download)

VV-WW-medium (1000 participants, ~8000GB of video, S3 download)

Categories of data subjects whose personal data is transferred

- Natural persons of all genders and ages.

Categories of personal data transferred

- Gender
- Age
- Video recording of the face
- Vital parameters at the time of recording (heart rate, respiration rate, blood pressure and blood oxygen saturation)

Sensitive categories

- biometric information but not for the purpose of uniquely identifying an individual
- health data such as heart rate and blood pressure that indicate the acute health condition of a person

Purpose of transfer

All processing of the data is limited to the below specific and explicit purpose only:
(please state the purpose for which you would like to use the dataset)

(specify in general terms what kind of processing you will do to achieve that purpose)

All other processing not related to this purpose is strictly prohibited.

Frequency of the transfer

One time.

Method of transfer

a password protected FTP or other storage server

Storage limits

(please provide a date when you expect to finish your research project and thus also erase your copy of the dataset)

Sharing or subprocessing

The data processor is strictly prohibited from sharing the data with third parties (this includes cloud services). If other parties need to have access to the data the processor needs to obtain explicit written consent from the data controller.

Processor personnel

The processing of the data must be done exclusively by the key researcher who signs this document and the people listed below. Please provide all names, organizations and email addresses of researchers working with the dataset:

Security

The processor will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

Data breach

In assessing the appropriate level of security, the processor shall take account in particular of the risks that are presented by processing, in particular from a data breach.

Processor shall notify controller without undue delay upon processor becoming aware of a data breach affecting the data, providing controller with sufficient information to allow the controller to meet any obligations to report or inform data subjects of the personal data breach under GDPR.

Processor shall cooperate with the controller and take reasonable steps as directed by the controller to assist in the investigation, mitigation and remediation of each such data breach.

Data subject rights

Under GDPR, data subjects have the right to view their data, correct their data, request a copy of their data and request their data be deleted.

If such requests are received, the controller will have to comply with them. In the case a request for deletion is filed, the controller will pass on the exact subject ID on to the processor, who will then undertake a reasonable effort within 30 days of notification to delete this specific data sample.

Data subject privacy

No party shall make any attempt to re-identify or de-anonymize the data, nor shall any party undertake any action that may compromise or violate the privacy, anonymity, or confidentiality of the data subjects. It is forbidden to publish unblurred pictures from the dataset in a paper.

Warranties and disclaimers

The dataset is provided “as-is” without warranty of any kind. The controller disclaims all warranties, including warranties of fitness for purpose. The processor had the opportunity to validate the fitness for purpose of the data through the inspection of a sample whose quality is representative of the complete dataset. The processor also received a technical description of all hardware used to create the data.

Severability

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to replace the invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Conflict of interest disclosure

Please reveal any past or current ties you or your collaborators have with organisations involved in facial analytics, facial recognition or remote measurement of vital signs:

Existence of such ties does not prevent you from using the dataset.

Intellectual property

The processor is allowed to use the dataset for the purposes listed under “purpose of transfer” for as long as listed under “storage limits”. The dataset can only be used for non-commercial purposes, this means that you and your organization do not directly or indirectly profit from the usage of this dataset.

I understand that the license is non-commercial, meaning that neither I nor my organisation will profit from its use.

This license is revocable at will by the data controller without providing any reason. This license is non-transferable.

The data controller remains the rightful owner of the dataset and all rights to it, including the right to license the dataset to other organizations.

As part of this agreement, the data processor promises to publicly share the results of their work and their process (in the form of code, models and/or documentation) with the rest of the world to enhance the replicability and reusability of research. With publicly we understand code repositories that are accessible by everybody on the internet.

I agree to make publicly available the results of my work in the form of openly accessible repositories. If I am unable to comply, I will seek explicit written permission from the data controller.

Liability

The processor shall be liable for any damages caused to the controller by any breach of the agreed upon rules in this agreement. The data processor may not invoke the conduct of a subprocessor to avoid its own liability.

Governing Law and Jurisdiction

This agreement is governed by the laws of Belgium.

Any dispute arising in connection with this agreement, which the parties will not be able to resolve amicably or through a mutually agreed upon mediation party, will be submitted to the exclusive jurisdiction of the courts of Belgium.

In, witness whereof, this agreement is entered into with effect from the date first set out below.

Data controller / Licensor
Name: Pieter-Jan Toye

Signature

Data processor / Licensee

Name: _____
Organization: _____
Signature

A large, empty rectangular box with a red border, intended for the signature of the Data processor / Licensee.