

# ConfLab Dataset

## End User License Agreement (01/2020)

### 1 Scope

This End User License Agreement (hereinafter: “License”) is granted by the Socially Perceptive Computing Lab, Pattern Recognition and Bioinformatics group, Delft University of Technology, Van Mourik Broekmanweg 6, 2628XE, Delft, The Netherlands (hereinafter: “Licensor”) to the End User. This License is an Open Source License.

### 2 Material under License

The material under License (hereinafter: “Dataset”) is a Delft University of Technology dataset described in Schedule 1 composed of videos, wearable acceleration, proximity, low-frequency audio and surveys recorded during a mingling event. The dataset contains the processed data as well as any derivative work, products or services based on all or part of the data. All data contained within the Dataset have been collected and processed in accordance with the laws applicable in The Netherlands.

### 3 Copyright

The Dataset is the sole property of the Licensor and is protected by copyright. The Licensor reserves all rights to use in any way and distribute the Dataset. The Dataset shall remain the exclusive property of the Licensor. The End User acquires no ownership, rights or title of any kind in all or any parts with regard to the Dataset.

### 4 License

Subject to prior identification of the End User and signature of this License, the Dataset is freely available to the benefit of the End User. The Licensor grants to the End User the right to use the Dataset, **for academic non-governmental research with non-commercial purposes only**. The End User shall be responsible for any infringement of the present License by one of their subsidiaries and/or student’s. The End User may only disclose, give access, and/or transfer the rights related to the Dataset to subsidiaries and/or students, under the following conditions:

1. a copy of the present License has already been transferred to them;
2. the subsidiaries/students have fully read and understood all terms and conditions of the present License;
3. the access to the Dataset is granted under the close supervision of the End User;
4. the access to the Dataset is granted under the sole responsibility of the End User.

The Licensor grants to the End User the right to reproduce temporarily, to adapt, arrange and modify by any means the Dataset. The Licensor grants to the End User the right to rework and build upon the Dataset, or any component thereof, as necessary or desirable for research or technology development activity and create derivative products or services for the End User's own internal research and development. The End User is permitted to make a copy of the Dataset for archiving only. This License gives no right of any kind to the End User over the Dataset. The License is deemed non-exclusive and non-transferable to third parties.

## 5 Access

The End User may only use the Dataset after this License has been signed and returned to the Licensor. The End User must return the signed and dated License by email, in PDF format to the Licensor at the following address: [SPCLabDatasets-insy@tudelft.nl](mailto:SPCLabDatasets-insy@tudelft.nl).

The End User will receive access to pseudonomised data and will not attempt to establish the identity of, or attempt to contact any of the experiment subjects. The End User will not attempt to make direct contact with ConLab PIs or staff at sites concerning the specific results of individual subjects.

## 6 Copyleft and Open Science

The Licensor grants to the End User the License defined under section 2 under the sole condition that any derivative work, product, services, scientific developments of any kind or any improvement or modification of any kind based on all or part of the Dataset **shall be made freely available to other End Users**. A copy of any modification of the Dataset shall be submitted to the Licensor at the following address: [SPCLabDatasets-insy@tudelft.nl](mailto:SPCLabDatasets-insy@tudelft.nl). The End User shall ensure that, in the event of a modification of the Dataset, the substance of the Material is not altered and that, the facility still operates, and performs whatever part of its purpose remains meaningful. Any violation of this clause will give rise to immediate legal prosecution.

## 7 Distribution

The End User shall not, without prior authorization of the Licensor, transfer in any way, permanently or temporarily, distribute or broadcast all or part of the Dataset to third parties. The End User shall send all requests for the distribution of the Dataset to the Licensor at the following address: [SPCLabDatasets-insy@tudelft.nl](mailto:SPCLabDatasets-insy@tudelft.nl).

## 8 Research

Research includes all type of scientific research, irrespective of the object under scrutiny, aimed at achieving a progress in science.

## 9 Commercial use

Any commercial use of the Dataset is strictly prohibited.

Commercial use of the Dataset includes, but is not limited to:

- Proving the efficiency of commercial systems;
- Testing commercial systems;
- Using screenshots of subjects from the Dataset in advertisements;
- Selling data or making any commercial use of the Dataset;

- Broadcasting data from the Dataset.

Any violation of this clause will give rise to immediate legal prosecution by the Licensor. Any damages and/or unfair enrichment or the like of the End User due to the breach of the License shall be immediately restituted to the Licensor together with the derivative works, products and services based on all or part of the Dataset.

## 10 Publications

The End User shall reference the Dataset, or results obtained with it, in publications. Publications include, but are not limited to:

- Research papers,
- Reports,
- Articles,
- Presentations for conferences or educational purposes.

All uses of images and videos from the Dataset for demonstration purposes (articles, presentations, posters) must ensure the privacy of the participants in the Dataset, such as covering their faces.

All publications that report on research that use the Dataset will acknowledge this as follows: **(Portions of) the research in this paper used the ConfLab Dataset made available by the Delft University of Technology, Delft, The Netherlands.**

## 11 Illegal or criminal use of the dataset

Any illegal or criminal use of the Dataset by the End User is strictly prohibited.

## 12 Legal Disclaimer

The Dataset is granted without any warranty. Licensor shall not be held responsible for any damage (physical, financial or otherwise) caused by the use of the Dataset. Licensor shall not be held responsible of any illegal or criminal use of the Dataset by the End User.

## 13 Jurisdiction

This License is subject to and interpreted in accordance with Dutch Law. Any claim arising on the basis of this License shall exclusively be submitted to the Courts of Delft, The Netherlands.

## 14 Amendments

The Licensor is allowed to amend this License at any time without prior consent of the End User. The End User shall be informed about changes and given the choice to opt out of this License within 10 days to the Licensor at the following address: [SPCLabDatasets-insy@tudelft.nl](mailto:SPCLabDatasets-insy@tudelft.nl). Without any notice within 10 days and provided the amendment is not substantial, the amendment to the License will be fully applicable to the End User.

## 15 Warranties

The End User warrants that they are authorized signatory, adult and not legally forbidden to enter into this License. The End User warrants that they have read and understood all elements contained herein and that the signature apposed hereunder is the result of a fully aware decision. Explicitly, by signing, the End User agrees to the following conditions:

- The Dataset includes personal data with privacy protection.
- The End User is responsible for the correct use of the Dataset.
- The Dataset may not be further distributed.
- The Dataset may only be used for research purposes.
- The Dataset may not be used with the intention of identifying persons.
- The End User will be excluded in the case of abuse.
- The End User should take sufficient security measures for protecting the personal data.

By signing this License, the End User engages to strictly respect the conditions set forth herein and to respect all the laws applicable in The Netherlands in relation to data and personality protection with regard to the data contained within the Daaset collected and processed by the Licensor:

End-User (Authorized Signatory<sup>1</sup>):

Full Name (Block Letters):	
Title / Function :	
Email :	
Organization Address :	
Intended use of the data:	
Date :	
Signature :	
People with access under this EULA (person signing above is responsible for their actions and the correct use of the data)	<div>Name: Position: Email:</div> <div>Name: Position: Email:</div> <div>Name: Position: Email:</div>

---

<sup>1</sup>The person signing must have a permanent position in the institution. Access to MSC and PhD students is possible if their supervisor signs this EULA and includes them as people with access.