

NON COMMERCIAL LICENCE AGREEMENT

By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this non-commercial licence ("Licence"). To the extent this Licence may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

1 DEFINITIONS

1.1 In these terms and conditions the following words and expressions bear the following meanings:

Claims	any claim, action, proceeding, demand or allegation made in relation to the Licensed Rights;
Controller	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data
Consent	any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her
Copyright work	A work in which copyright exists
Data	MULTISIMO Corpus: A data collection consisting of audio, video and Kinect files, annotations, data analyses and survey results.
Data Protection Legislation	(i) the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), and (ii) the Data Protection Acts 1988 to 2018 and (iii) any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in Ireland and then (iv) any successor legislation to the GDPR or the Data Protection Acts 1988 to 2018.
Data Protection Officer	For Licensor – can be contacted at dataprotection@tcd.ie Data Protection Officer, Secretary's Office, Trinity College Dublin, Dublin 2,
Effective Date	the date you gain access to the dataset.

Licensed Rights	means the Data and Copyright work which are owned by the Licensor and relate exclusively to the Data;
Licensor	Trinity College Dublin whose legal name is The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Licensor of Queen Elizabeth near Dublin
Loss	means in respect of any and all Claims, demands, actions, proceedings and all losses, damages, liabilities, penalties, fines, judgements, demands, fees, costs and expenses whether direct, indirect or consequential (including reasonable legal and other professional advisers' fees and disbursements on a full indemnity basis);
Licensed Rights	The rights granted to You subject to the terms and conditions of this Agreement, which are limited to all rights to access the Data and Copyright and Similar rights that apply to Your use of the Licensed Rights and that the Licensor has authority to licence.
Personal Data	means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Process	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
Processing	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Term	means in perpetuity unless otherwise terminated under Clause 9;

Supervisory Authority	Shall mean an independent public authority which is established by a Member state pursuant to Article 41
Third Parties	means any natural or legal person other than the Parties.
You	Means the individual or entity exercising the Licensed Rights under this Agreement. Your has a corresponding meaning

2 LICENCE

- 2.1 Licensor hereby grants You a non-commercial, non-exclusive, non-transferable and non-sub-licensable royalty free licence to use the Licensed Rights solely for non-commercial research during the Term.
- 2.2 You shall limit the use and disclosure of the Data solely for the Purpose and as permitted under this Agreement.
- 2.3 You shall not sell, transfer, supply, distribute or release any of the Data to any Third Parties, without the prior written consent of LICENSOR; such consent may be subject to further conditions;
- 2.4 You shall not use the Data for any commercial purpose nor make any commercial or other gain from the Data nor seek to obtain any protection of any intellectual property which may be contained in Data; and
- 2.5 You shall not seek to identify the Data Subject nor contact any Data Subject.
- 2.6 You shall at all times be responsible for ensuring the Data is stored securely.
- 2.7 You shall ensure that all personnel who have access to and/or Process the Personal Data are obliged to keep the Personal Data confidential.
- 2.8 You shall immediately report to Licensor any use or disclosure of Personal Data not provided for by this Agreement of which You become aware.
- 2.9 Media and formats; technical modifications allowed. The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives and/or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights.

3. LICENSED RIGHTS

- 3.1 It is acknowledged by You that all Licensed Rights belongs to, vests in and shall continue to belong to and vest in Licensor, subject to the Licence granted to You under Clause 2.
- 3.2 You assert and will in the future assert no claim in or to any rights in the Licensed Rights.

3.3 You agree that You will not do or permit any act or thing to be done in derogation of any of the rights of Licensor in connection with the Licensed Rights, either during or after the term of this Agreement.

3.4 Moral rights, such as the right of integrity, are not licensed under this Agreement.

4. DATA PROTECTION

4.1 You shall:

4.1.1 delete or return to Licensor all Personal Data and copies thereof on termination or expiry of this Agreement unless otherwise required by law;

4.1.2 maintain complete and accurate records and information to demonstrate compliance with its obligations under the Data Protection Legislation;

4.1.3 contribute to audits and inspections conducted by Licensor or its nominee;

4.1.4 assist Licensor in responding to any request from a Data Subject;

4.1.5 assist Licensor in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators.

5. Results

5.1 You shall grant back to Licensor a non-exclusive, non-transferable, perpetual, royalty-free licence to use results for non-commercial internal research purposes only.

5.2 If You desire to publish any results in a scientific publication, You shall make the following acknowledgement regarding the source of Data in any publication which mentions same.

Koutsombogera, Maria and Vogel, Carl (2018). Modeling Collaborative Multimodal Behavior in Group Dialogues: The MULTISIMO Corpus. In Proceedings of the 11th Eleventh International Conference on Language Resources and Evaluation (LREC 2018), Miyazaki, Japan, pp. 2945-2951

Authorship shall be accredited to the relevant party where applicable, in accordance with the usual academic custom.

6. Warranties

6.1 **The Licensed Rights are licensed by Licensor on an “AS IS” basis and the Licensed Rights are understood to be of an experimental nature. All Licensed Rights are being provided WITHOUT WARRANTY OR REPRESENTATIONS (INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, EFFICACY, COMPLETENESS, CAPABILITIES OR SAFETY, OR ANY OTHER WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED), AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO the LICENSED RIGHTS ARE HEREBY EXCLUDED TO THE GREATEST EXTENT PERMISSIBLE BY LAW INCLUDING ANY WARRANTY THAT THE USE OF THE LICENSED RIGHTS DOES NOT INFRINGE THE INTELLECTUAL PROPERTY OF ANY THIRD PARTY.**

6.2 The Licensor hereby excludes all undertakings, covenants, conditions and warranties including without limitation any warranties implied by statute or common law to the maximum extent permitted by law.

7. LIMITATION OF LIABILITY

7.1 Licensor does not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to an indemnity, tort, negligence, breach of contract, misrepresentation, or for any other reason) for the following losses or damage however caused, even if foreseeable by the parties:-

7.1.1 economic loss, which shall include loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, or loss of anticipated savings;

7.1.2 special, indirect or consequential losses or damages;

7.1.3 loss or damage arising from any Claims made against You by any other person;

7.1.4 loss or damage arising from any matter under Your control; or

7.1.5 loss of any software, hardware, data or information and damage arising out of such loss.

For the purposes of this clause 7.1 the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

8. INDEMNIFICATION

8.1 You shall at all times indemnify and keep indemnified Licensor against all costs, Claims, damages or expenses incurred by Licensor or for which Licensor may become liable with respect to the use of the Licensed Rights by You pursuant to this Agreement.

8.2 You agree that:

8.2.1 You will notify the Licensor promptly upon becoming aware of any Claims; and

8.2.2 You will not make any admissions which may be prejudicial to the defence or settlement of any Claims.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Effective Date and shall continue for the Term unless terminated in accordance with the provisions of this Clause 9.

9.2 This Agreement may be terminated by Licensor with immediate effect on or at any time after the occurrence of any of the following events:

9.2.1 a material breach by You of an obligation under the Agreement and/or

9.2.2 the withdrawal of Consent to the Processing by the Data Subject of the Data, or if the Data Subject objects to any Processing of his or her Personal Data or exercises his or her right to erasure or restriction or any other right under the Data Protection Legislation.

Licensor shall as soon as possible, give notice to You of that withdrawal, objection or the exercise of that right and of the Personal Data affected to You.

9.3 In the event the Agreement is terminated pursuant to Clause 9.2, the following shall have effect:

9.3.1 the Licence granted to the You under Clause 2.1 shall terminate with immediate effect;

9.3.2 You shall immediately cease using the Licensed Rights. You will stop Processing that Personal Data and delete it from Your systems.

10 GENERAL

10.1 WAIVER

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach of default by the other party.

10.2 INVALIDITY AND SEVERABILITY

If any provision of this Agreement shall be found by any court or administrative body of any competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Both You and Licensor hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

10.3 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties in respect of such matters, may not be modified except by an instrument in writing signed by the duly authorised representative of the parties.

10.4 ASSIGNMENT

You may not assign Your rights and obligations under this Agreement in whole or in part without the prior written consent of the Licensor. The Licensor may assign any of its rights or obligations under this Agreement without the consent of You being required.

10.5 HEADINGS

Headings to Clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

10.6 AMENDMENT

This Agreement will, at the request of the Licensor be amended from time to time insofar as is necessary or desirable to achieve any or all of the following:

10.6.1 to bring this Agreement or any party's obligations in respect of the Personal Data into line with the Data Protection Legislation; or

10.6.2 to allow any party to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.

10.7 **LAW**

This Agreement will be governed and construed in accordance with the laws of Ireland, and the Parties hereby submit to the exclusive jurisdiction of the Irish courts.