License Agreement for MOCCA Gesture Dataset

Dataset Copyright License for non-commercial scientific research purposes

Please read carefully the following terms and conditions and any accompanying documentation before you download and/or use the Motion Control and Character Animation Group (MOCCA) Gesture Dataset Dataset and the accompanying Software (jointly refered to as the "Dataset"). By downloading and/or using the Dataset, you acknowledge that you have read these terms and conditions, understand them, and agree to be bound by them. If you do not agree with these terms and conditions, you must not download and/or use the Dataset. Any infringement of the terms of this agreement will automatically terminate your rights under this License.

Ownership / Licensees

The Dataset and the associated materials has been developed at Motion Control and Character Animation Group (MOCCA). Any copyright or patent right is owned by and proprietary material of Motion Control and Character Animation Group (MOCCA).

Licence

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.

You shall limit the use and disclosure of the Data solely for non-commercial research and as permitted under this Agreement.

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;

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.

You shall not seek to identify the Data Subject nor contact any Data Subject.

You shall at all times be responsible for ensuring the Data is stored securely.

You shall ensure that all personnel who have access to and/or Process the Personal Data are obliged to keep the Personal Data confidential.

You shall immediately report to Licensor any use or disclosure of Personal Data not provided for by this Agreement of which You become aware.

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.

Any other use, in particular any use for commercial purposes, is prohibited. This includes, without limitation, incorporation in a commercial product, use in a commercial service, or production of other artefacts for commercial purposes. The Dataset may not be reproduced, modified and/or made available in any form to any third party without Motion Control and Character Animation Group (MOCCA)'s prior written permission.

The Dataset may not be used for pornographic purposes or to generate pornographic material whether commercial or not. This license also prohibits the use of the Dataset to train methods/algorithms/neural networks/etc. for commercial use of any kind. By downloading the Dataset, you agree not to reverse engineer it.

No Distribution

The Dataset and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only.

Warranties

You expressly acknowledge and agree that the Dataset results from basic research, may contain errors, and that any use of the Dataset is at your sole risk. 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.

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.

Limitation of Liability

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:

- 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;
- special, indirect or consequential losses or damages;
- loss or damage arising from any Claims made against You by any other person;
- loss or damage arising from any matter under Your control;
- loss of any software, hardware, data or information and damage arising out of such loss.

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

No Maintenance Services

You understand and agree that Licensor is under no obligation to provide either maintenance services, update services, notices of latent defects, or corrections of defects with regard to the Dataset. Licensor nevertheless reserves the right to update, modify, or discontinue the Dataset at any time.

Defects of the Dataset must be notified in writing to the Licensor with a comprehensible description of the error symptoms. The notification of the defect should enable the reproduction of the error. The Licensee is encouraged to communicate any use, results, modification or publication.

Publications using the Dataset

You acknowledge that the Dataset is a valuable scientific resource and agree to appropriately reference the following paper in any publication making use of the Dataset.

Citation:

```
@article{ao2022rhythmic_gesticulator,
  title={Rhythmic gesticulator: Rhythm-aware co-speech gesture synthesis with
hierarchical neural embeddings},
  author={Ao, Tenglong and Gao, Qingzhe and Lou, Yuke and Chen, Baoquan and Liu,
Libin},
  journal={ACM Transactions on Graphics (TOG)},
  volume={41},
  number={6},
  pages={1--19},
  year={2022},
  publisher={ACM New York, NY, USA}
}
```

Indemnification

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.

You agree that:

- You will notify the Licensor promptly upon becoming aware of any Claims;
- You will not make any admissions which may be prejudicial to the defence or settlement of any Claims.

Term and termination

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

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

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

- 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.

In the event the Agreement is terminated pursuant causes noted above, the following shall have effect:

- the Licence granted to the You under Clause 2.1 shall terminate with immediate effect;
- You shall immediately cease using the Licensed Rights. You will stop Processing that Personal Data and delete it from Your systems.

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.

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.

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.

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:

- to bring this Agreement or any party's obligations in respect of the Personal Data into line with the Data Protection Legislation;
- to allow any party to comply with the Data Protection Legislation and the requirements and recommendations of any competent Supervisory Authority.

Law

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

The License Agreement is highly inspired from the License Agreement of the Trinity Dataset.