Database License Agreement

By accepting the terms of this document, the User (defined as the person named in the request for access and who has accepted the terms of this Database License Agreement), who will make use of the database or the database interface created by Pritam Sarkar and Ali Etemad ("Licensors"), agrees to the following:

1. **Licensed Database**
   The Licensed Database means the database (including both the actual data as well as the interface to the database), or other material to which the User applied this Database License Agreement (DLA) entitled "A Large Scale Audio-Visual Dataset of Cognitive Load and Affect for Remote Work" and made available through the Queen's University Dataverse portal.

2. **Scope of the License**
   a. **Academic research**
   The User is granted a worldwide, royalty-free, non-sublicensable, non-exclusive, non-transferable, and non-sublicensable license to use the Licensed Database only for academic research.
   b. **Moral Rights**
   Moral rights, such as the right of integrity, are not licensed under this Database License Agreement, nor are publicity, privacy, and/or other similar personality rights. Licensors to the extent possible, waive and/or agree not to assert any such rights held by the Licensors to the limited extent necessary to allow User, solely to exercise the rights licensed hereunder.
   c. **Prohibited Use**
   The User acknowledges that the Licensed Database contains personal information of individuals that could be used to identify those individuals, either alone or in conjunction with other data. The User shall not use the contents of the Licenses Database in any research where the objective is to directly or indirectly identify the persons whose personal information may be contained therein. Any such use will be considered a breach of this Database License Agreement and will result in its termination with immediate effect in accordance with section 8(b) below.
   d. **Commercial use**
   The User may not use the Licensed Database for any non-academic purpose. The Licensed Database may not be used for any illegal or unlawful purposes whether commercial or not. Non-academic purposes include, but are not limited to:
      - proving the efficiency of commercial systems
      - training or testing of commercial systems
      - selling data from the dataset creating military applications
      - developing governmental systems used in public spaces
   Where the User wishes to use the Licensed Database for non-academic purposes, such use must be under a separate agreement negotiated in good faith between the parties.

3. **Responsibility**
   This Database License Agreement must be accepted by a person with a permanent position at an academic institute.

4. **Distribution**
   The User may not grant anyone access to the Licensed Database by giving out their username and password. The User may not distribute the Licensed Database or portions thereof in any way, with the exception of using small portions of data for the exclusive purpose of clarifying academic publications or presentations. Note that publications will have to comply with the terms stated in Section 6.

5. **Access**
   The User may only use the Licensed Database after the User has accepted the terms of this Database License Agreement (DLA).

6. **Publications**
   Publications include not only journal articles, but also presentations for conferences or educational purposes or other written disseminations, including pre-print repositories (e.g. arXiv), arising from research using the Licensed Database.
   All publications that report on research that use any of the Licensed Database must cite the following paper as the source of the Licensed Database must cite the following paper as the source of the Licensed Database.

   Sarkar, P. and Posen, A. and Etemad, A., *AVCAffe: A Large Scale Audio-Visual Dataset of Cognitive Load and Affect for Remote Work. AAAI 2023.*

   BibTeX entry:
   ```
   @misc{sarkar2022avcaffe, title={AVCAffe: A Large Scale Audio-Visual Dataset of
   Cognitive Load and Affect for Remote Work}, author={Pritam Sarkar and Aaron Posen
   and Ali Etemad}, year={2022}, eprint={2205.06887}, archivePrefix={arXiv},
   primaryClass={cs.HC}}
   ```

7. **No Warranty**
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   In no event will the Licensors be liable to the User on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Database License Agreement or use of the Licensed Database, even if the Licensors have been advised of the possibility of such losses, costs, expenses, or damages. User assumes all risk and any liability arising from its use of the Licensed Database.

8. **Term and Termination**

   a. Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of this DLA, this DLA is in force from the date the terms are accepted by the User and remains in effect until the Licensed Database is no longer subject to a prohibition on its use without the approval the Licensors.
   b. If the User fails to comply with this DLA, then the rights granted hereunder will terminate automatically.
   c. Where the right to use the Licensed Database terminated under section 8(a), it reinstates:
      i. automatically as of the date the violation is cured, provided it is cured within 30 days of the User's discovery of the violation; or
      ii. upon express reinstatement by the Licensors.
   d. Section 8(c) does not affect any rights the Licensors may have to seek remedies for the User's violation of this DLA.
   e. Sections 1, 6, 7, 8, and 9 survive termination of this DLA.

9. **Interpretation**
   This DLA does not, and shall not be interpreted to, reduce, limit, restrict, or impose conditions on any use of the Licensed Database that could lawfully be made without permission under this DLA.
   If any provision of this DLA is deemed unenforceable, it shall be automatically reformed to the minimum extent necessary to make it enforceable. If the provision cannot be reformed, it shall be severed from this DLA without affecting the enforceability of the remaining terms and conditions.