Hunan University

Private Car Trajectory Dataset

LICENSE

This Trajectory Dataset Sharing License (the 'License' or the 'Agreement') is made effective as of **1.02.2019** (the "Effective Date"), by and between the following parties:

Hunan University, College of Computer Science and Electronic Engineering,

whose registered office is located at 2 Lushan (S), 410082, Changsha, Hunan Province, China,

 (hereinafter "Licensor")

and

Name:

Institute/Organization:

Email:

Phone:

Mailing address:

(hereinafter "Licensee"),

Hereinafter jointly referred to as the "Parties" and individually as a "Party".

1   Background

This License defines the terms under which the Licensee may use the Private Car Trajectory Dataset (hereinafter "Dataset"), which is a subset of the data collected in our Trajectory Project. The Dataset is described in a ReadMe document following this License.

This license gives the Licensee only the right to use the trajectory data specified in this contract. Provide guarantees, the Licensor is legally authorized trajectory data Licensor, and is authorized to exercise the copyright and related rights specific trajectory data. This license agreement is non-transferable and non-exclusive.

2   License

On the terms and conditions contained in this Agreement, the Licensor hereby grants to the Licensee, for the term of this Agreement a royalty-free, non-exclusive, non-transferable, revocable right to use the Dataset solely for the Licensee's internal non-commercial cooperation research with Licensor. The right granted herein to the Licensee does not include the right to grant sublicenses to the Dataset or to distribute or grant access to the Dataset to any third party.

Research under this License means cooperation scientific research solely done with Licensor, irrespective of the object under scrutiny, aimed at achieving progress in science. However, the Licensee agrees, and hereby represents and warrants that the research shall not process, correlate, or reverse engineer the Dataset in any way in order to reveal personally identifiable information of the individuals participating in the Dataset.

The Dataset is the Licensor's proprietary material and information, and the Licensor retains all their rights to the Dataset than those conditionally granted to the Licensee herein, including but not limited to any intellectual property right pertaining to or associated with the Dataset anywhere in the world.

3   Restrictions on the Use of the Dataset

3.1 The data is for scientific research purposes only and cannot be used for any other purpose such as profit. Any commercial use of the Dataset is strictly prohibited. Commercial use includes, but is not limited to:
- Proving the efficiency of commercial systems;
- Testing commercial systems;
- Selling data or making any commercial use of the Dataset;
- Broadcasting data from the Dataset.

3.2 The Licensee may only use the Dataset in strict adherence with any applicable laws and regulations and any illegal or criminal use, or use in pursuit of any illegal or criminal objective, of the Dataset by the Licensee is strictly prohibited.

3.3 Individuals and organizations that have obtained the data do not have the right to copy, distribute, publish, or translate into foreign languages. They cannot arbitrarily transmit the data to others or institutions. If other individuals or organizations want to obtain the data, please come to the website (https://github.com/HunanUniversityZhuXiao/PrivateCarTrajectoryData) and contact us for access.

3.4 The Licensee may make necessary modifications to the data content and convert the data format as needed, but the modified and converted data shall not be released and provided without permission, and shall be modified, converted, modified, and converted. the contents of the record to the Licensor.

3.5 The use of this data is free of charge.

3.6 Please indicate the source when using this data.

3.7 When the eligibility of the Licensee 's subject changes, the application should be re-submitted to the Licensor and the license agreement must be re-signed.

4   Warranties and Indemnification

The Dataset is provided by the Licensor to the Licensee "as is" and "as available" on the Effective Date and no warranty or representation whatsoever is granted by the Licensor to the Licensee, whether express or implied, and the Licensor expressly disclaims any warranty or representation of merchantability, or suitability or fitness of the Dataset for any particular purpose, or the non-infringement of any third party rights of the Dataset.

Any use of the Dataset by the Licensee shall be at the Licensee's own risk and the Licensee hereby agrees to indemnify, defend and hold harmless the Licensor and its students, employees and officers for any claim, action, liability, damage or expense (including attorneys' fees) arising out of or as a result of any third party claim against the Licensor or its students, employees, or officers and related to the Licensees, or its students or employees use of the Dataset or any breach of this Agreement by the Licensee.

5   Limitation of Liability

To the fullest extent permitted under law, in no circumstances shall the Licensor bear any liability whatsoever under any legal theory (as for example contract, tort, negligence, or misrepresentation) for any damages, costs or expenses, whether direct, indirect consequential, incurred by the Licensee or any third party and including without limitation any liability for any loss of data, profits, goodwill or damage to property or reputation. If the limitation of liability contained in the previous paragraph is not legally permissible, the Licensor's liability shall in any case be limited to the aggregate maximum of ten thousand (10000) yuan (RMB).

6   Term

This Agreement shall enter into force as of the Effective Date and stay in force for the duration of the Licensee's use of the Dataset if not terminated earlier in accordance with this Section 7. The Licensor may terminate this Agreement at its free discretion by giving the Licensee notice thereof.

Following the expiration or earlier termination of this Agreement, the Licensee shall immediately stop any use of the Dataset and destroy all copies of the Dataset in any media and at the request of the Licensor provide the Licensor with a written certification of this.

7   Miscellaneous

Any notification to the Licensor shall be made to:

Dr. Zhu Xiao, zhxiao@hnu.edu.cn, zhu.xiao.work@gmail.com, https://zhuxiao-hnu.github.io/en/

No partnership or agency shall be deemed to be established between the Parties. This Agreement cancels all prior agreements and together with its Annexes represents the entire Agreement between the Parties relating to the subject matter thereof. This Agreement may be amended or modified by a written agreement signed by the duly authorized representatives of both Parties.

No waiver or failure to enforce the strict performance of this Agreement shall be deemed to prevent the Parties from subsequently enforcing their rights. No waiver of a provision of this Agreement will be construed effective unless presented in writing and signed by an authorized representative of the Party granting the waiver or consent. No waiver of a provision of this Agreement will be construed to be a waiver of any subsequent breach of this Agreement.

The Licensee may not assign this Agreement, nor any interest herein, without the prior written consent of the Licensor. If any provision of this Agreement is, or becomes, unenforceable the remainder of this Agreement will remain in full force and effect. All notices under this Agreement shall be in writing.

8 Governing law and Dispute Resolution

This Agreement shall be governed by the laws of China, excluding its choice of law provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in two (2) identical originals, one (1) for each Party. The Parties warrant that the persons signing the Agreement are authorised to sign for themselves or the organisation they represent.

Professor Zhu Xiao
Hunan University

Date: _____   Date: _____

Title: _____   Title: _____

Signature: _____   Signature: _____

Date: _____   Date: _____

Title: _____   Title: _____

Signature: _____   Signature: _____