

SAMM Dataset: Release Agreement

Introduction:

The goal of the Spontaneous Activity and Micro-Movements (SAMM) Dataset is to develop new techniques, technology, and algorithms for the automatic interpretation and analysis of micro-movements. Manchester Metropolitan University ("MMU") and the Emotional Intelligence Academy is involved in an ongoing effort to develop this dataset of high-speed video data. The dataset is meant to aid research efforts in the general area of developing, testing and evaluating algorithms for facial micro-movement analysis. MMU has copyright on the data and is the principal distributor of the SAMM Dataset.

Release of the dataset:

To advance the state-of-the-art in micro-movement analysis, this dataset is made available to the research community. All other uses of the dataset will be considered on written application to the MMU, on the case-by-case basis. To receive access to the dataset, for non-commercial research into micro-movement analysis and other branches of related research, you must sign this document agreeing to the conditions and restrictions listed below:

Consent:

I/We agree to the following conditions and restrictions of access and use of the SAMM Dataset:

1. **Redistribution:** Without prior written approval from MMU, the SAMM Dataset, will not be further distributed, published, copied, or disseminated in any way or form whatsoever, in whole or in part, whether for profit or not. This includes further distributing, copying or disseminating to a different facility, department or organisational unit within this university, organisation, or company.
2. **Modification and Commercial Use:** Without prior written approval from MMU, the SAMM Dataset, in whole or in part, may not be modified or used for commercial purposes. If any unauthorised use is made of the Dataset and such use is attributable to your act or default then, without prejudice to MMU's other rights and remedies, MMU can terminate this Agreement with immediate effect by serving you with written notice.
3. **Requests for the SAMM Dataset:** All requests for the SAMM Dataset will be forwarded to MMU Principal Investigator(s).
4. **Publication Requirements:** Where permitted to publish by agreement of MMU, publication

will be restricted to paper, web-based data and image data, for scientific purposes only, in summary forms. Images of participants should not be over-used in their original form in publication to avoid participant embarrassment or mental anguish. Participants who have not agreed to have their images published will be outlined in the dataset information sheet. The images of these participants are expressly prohibited to be shown in any form of publication. Their data still may be used in summary forms (i.e. tables and diagrams only, not images) that prevents these participants from being identified.

5. **Intellectual Property Rights Ownership:** You acknowledge that all Intellectual Property Rights in the SAMM Dataset are the property of MMU or its licensors, as the case may be; and you shall have no rights in or to the SAMM Dataset other than the right to use it in accordance with the express terms of this Agreement. You assign to MMU, and shall assign to it, with full title guarantee all Intellectual Property Rights arising from the use of the Dataset, by way of future assignment. You shall use all reasonable endeavours to procure that any necessary third party shall, at MMU's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement. The Intellectual Property Rights assigned to MMU shall be deemed to be included in the Release of the Dataset from the date when such rights arise.
6. **Citation/Reference:** All documents and papers that report on research that uses the SAMM Dataset will acknowledge the use of the dataset by including an appropriate citation to the following:

A. K. Davison; C. Lansley; N. Costen; K. Tan; M. H. Yap, "SAMM: A Spontaneous Micro-Facial Movement Dataset," in IEEE Transactions on Affective Computing , vol. PP, no.99, pp.1-1.doi: 10.1109/TAFFC.2016.2573832.
7. **Publications to MMU:** A copy of all reports and papers that are for public or general release that use the SAMM Dataset should be forwarded immediately upon release or publication to MMU Principal Investigator(s).
8. **Destruction of the Dataset:** The SAMM Dataset has a limited life span. Subject to earlier termination of this Agreement in accordance with clauses 2 and 9, you must delete all your copies of the raw data not later than 30th January 2026. If the Agreement is subject to earlier termination, you must delete all your copies of the raw data not later than the date of termination. This does not apply to publications or reports which have been forwarded to MMU Principal Investigator(s) in accordance with the preceding clause. You shall permit MMU and its third party representatives, on reasonable notice, but without notice in case of any reasonably suspected breach of this clause 8, to gain (physical and remote electronic) access to your systems to ensure the destruction of the Dataset. Such audit rights shall continue for three years after termination of this Agreement. You shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of three years after termination of this Agreement.

9. **Termination:** MMU may terminate this Agreement (wholly or in part) at any time with immediate effect. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
10. **Assignment:** This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the MMU. You confirm that you are acting on your own behalf and not for the benefit of any other person. MMU may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without your consent.
11. **No Warranty:** THE PROVIDER OF THE DATA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE- MARK, OR OTHER PROPRIETARY RIGHTS.
12. **Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
13. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed:

Name (please print):

Date:

Organisation:

Address:

Please email a scanned signed copy to the SAMM Dataset Principal Investigator - Moi Hoon Yap at **M.Yap@mmu.ac.uk**.

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