**FishPhenoKey Dataset User Agreement**

Before we are able to provide you with access to the FishPhenoKey database (the "Database"), please fill out the following form and sign to agree to the terms of use. After approval, you (the "Researcher") will receive permission to use the Database provided by Wuhan University of Technology. By agreeing to these terms, the Researcher joins the FishPhenoKey community under the following conditions:

**User Agreement Form**

|  |  |
| --- | --- |
| Name |  |
| Lab/Department/Affiliation |  |
| Email: |  |
| Principal Investigator/Advisor's Name |  |
| Principal Investigator/Advisor's Email |  |
| Research purpose/project description |  |

(Database Provider: Wuhan University of Technology, School of Computer Science and Artificial Intelligence, Intelligent Bioinformatics Laboratory)

**I. Terms and Conditions**

1.1 The Researcher shall use the Database only for non-commercial research and educational purposes.

1.2 Wuhan University of Technology and its contributors make no representations or warranties regarding the Database, including but not limited to warranties of non-infringement or fitness for a particular purpose.

1.3 The Researcher accepts full responsibility for their use of the Database and shall defend and indemnify Wuhan University of Technology and its contributors against any claims arising from the Researcher's use of the Database, including the use of any copies of copyrighted images created from the Database.

1.4 The Researcher may share access to the Database with research associates and colleagues, provided they agree to be bound by these terms and conditions.

1.5 Wuhan University of Technology reserves the right to terminate the Researcher's access to the Database at any time.

1.6 If the Researcher is employed by a for-profit entity, the employer shall also be bound by these terms, and the Researcher represents that they are authorized to enter into this agreement on behalf of their employer.

1.7 The law of China or the law of the contributors’ states of incorporation shall govern all disputes under this agreement.

**II. Content of Authorized Data**

2.1 The authorized data includes fish images covering six fish species, including grouper, bighead carp, common carp, longsnout catfish, spotbanded scat, and mottled naked carp.

2.2 The data includes annotations for the number of key points corresponding to each fish image.

2.3 Number of data samples: 23,331.

**III. Scope of Data Use**

3.1 The Researcher may use the data for academic research and publication in academic papers.

3.2 The Researcher may develop non-commercial products using the data, provided the data remains read-only and not subject to replication or dissemination.

3.3 All published research results must acknowledge the FishPhenoKey dataset as the data source.

3.4 Third-party academic institutions must apply for access and obtain written consent from the Database Provider.

3.5 The authorization period is from June 15, 2024, to June 15, 2030, after which renewal requires reapplication.

**IV. Security Principles**

4.1 The Researcher must implement security measures to prevent data leakage.

4.2 The Researcher shall not use the data beyond the authorized scope.

4.3 The Researcher must destroy all data copies upon the expiration or termination of the agreement.

4.4 Products using this data must include this authorization agreement.

4.5 The data and related products are prohibited from being sold or provided to third-party commercial organizations.

**V. Liability Clauses**

5.1 Violation of this agreement entitles the Database Provider to terminate the agreement and seek compensation.

5.2 Disputes should be resolved through negotiation; failing that, they may be submitted to the court where the Database Provider is located.

**VI. Citation Requirement**

If you use the FishPhenoKey dataset, please cite our work:

@article{liu2024benchmarking,

title={Benchmarking Fish Dataset and Evaluation Metric in Keypoint Detection-Towards Precise Fish Morphological Assessment in Aquaculture Breeding},

author={Liu, Weizhen and Tan, Jiayu and Lan, Guangyu and Li, Ao and Li, Dongye and Zhao, Le and Yuan, Xiaohui and Dong, Nanqing},

journal={arXiv preprint arXiv:2405.12476},

year={2024}

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**VII. Signature**

I, the undersigned Researcher, acknowledge that I have read and understood the obligations stipulated in the 'FishPhenoKey Dataset User Agreement' and agree to be bound by these terms. I agree that the Database Provider may terminate my access to the data at any time.

|  |
| --- |
| **Signature:** |
| **Date:** |