Data Transfer & Licensing Agreement

Parties
Data controller/exporter/licensor
Representative: Pieter-Jan Toye, Vital Videos

Data processor/importer/receiver/licensee
Organization name: _____
Address (incl. country): _____
Key researcher name: _____

Key terms
Data: the dataset of videos together with vital parameter ground truths created by Vital Videos
Data subjects: the people whose faces and vital parameters were recorded in the dataset GDPR: European privacy laws in effect since May 2018
Data processing: collecting, storing, organizing, manipulating, altering, using, combining or erasing personal data

Data description
The dataset contains a collection of videos of human faces together with a simultaneous recording of the vital parameters of the person displayed in the video.

Please select the datasets that you would like to access (see the paper for a description of every dataset):

- VV-small (100 participants, 390GB of video, accessible through ftp)
- ~~VV-medium (250 participants, 1000GB of video, accessible through ftp)~~
  VV-medium is temporarily inaccessible due to capacity constraints

Categories of data subjects whose personal data is transferred
Natural persons of all genders and ages.

Categories of personal data transferred
- Gender
- Age
- Video recording of the face
- Vital parameters at the time of recording (heart rate, respiration rate, blood pressure and blood oxygen saturation)

Sensitive categories
- biometric information but not for the purpose of uniquely identifying an individual
- health data such as heart rate and blood pressure that indicate the acute health condition of a person

Purpose of transfer

All processing of the data is limited to the below specific and explicit purpose only:
<mark>(please state why you would like to use the dataset)</mark>

<mark>(specify in general terms what kind of processing you will do to achieve that purpose)</mark>

All other processing not related to this purpose is strictly prohibited.

Frequency of the transfer
One time.

Method of transfer
VV-Small / VV-Medium / VV-Large-compressed: a password protected FTP server.
VV-Large-raw: shipment of a password protected physical hard drive that contains the data.

Storage limits
<mark>(please provide a date when you expect to finish your research project and thus also erase your copy of the dataset)</mark>

Sharing or subprocessing
The data processor is <u>strictly prohibited from sharing the data</u> with third parties (this includes cloud services) or people whose names are not listed below. If other parties need to have access to the data the processor needs to obtain explicit written consent from the data controller.

Processor personnel
The processing of the data must be done exclusively by the key researcher who signs this document <mark>and the people listed below.</mark>
<mark>Please provide names, organizations, email addresses of **ALL PEOPLE** in this project.</mark>

<mark>Please reveal any past or current ties with organizations involved in research or commercialisation of facial analytics / remote sensing tech:</mark>
<mark>Existence of such ties will not prevent you to access the dataset, disclosure however is a necessity.</mark>

Security

The processor will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

Data breach

In assessing the appropriate level of security, the processor shall take account in particular of the risks that are presented by processing, in particular from a data breach.

Processor shall notify controller without undue delay upon processor becoming aware of a data breach affecting the data, providing controller with sufficient information to allow the controller to meet any obligations to report or inform data subjects of the personal data breach under GDPR.

Processor shall cooperate with the controller and take reasonable steps as directed by the controller to assist in the investigation, mitigation and remediation of each such data breach.

Data subject rights

Under GDPR, data subjects have the right to view their data, correct their data, request a copy of their data and request their data be deleted.

If such requests are received, the controller will have to comply with them. In the case a request for deletion is filed, the controller will pass on the exact subject ID on to the processor, who will then undertake a reasonable effort within 30 days of notification to delete this specific data sample.

Data subject privacy

No party shall make any attempt to re-identify or de-anonymize the data, nor shall any party undertake any action that may compromise or violate the privacy, anonymity, or confidentiality of the data subjects.

Intellectual property

The processor is allowed to use the dataset for the purposes listed under "purpose of transfer" for as long as listed under "storage limits". The dataset can only be used for non-commercial purposes, this means that you and your organization do not directly or indirectly profit from the usage of this dataset. This includes the testing/training/validating/improving of software systems.

This license is revocable at will by the data controller without providing any reason. This license is non-transferable.

<mark>The data controller remains the rightful owner of the dataset and all rights to it, including the right to license the dataset to other organizations.</mark>

As part of this agreement, the data processor promises to publicly share the results of their work and their process (in the form of code and/or documentation) with the rest of the world to enhance the replicability and reusability of research. If models were trained as a part of the project, these will have to be made available publicly as well. With publicly we understand code repositories that are accessible by everybody on the internet. To prove that the researcher has complied with this, they have to send a link to the data controller at the end of the project to a publicly accessible resource that contains the code, documentation and models. <mark>If you, for whatever reason, can't comply with this, you can try to request explicit written permission from the data controller to escape this requirement.</mark>

Warranties and disclaimers

The dataset is provided "as-is" without warranty of any kind. The controller disclaims all warranties, including warranties of fitness for purpose. The processor had the opportunity to validate the fitness for purpose of the data through the inspection of a sample whose quality is representative of the complete dataset. The processor also received a technical description of all hardware used to create the data.

Severability

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties agree to replace the invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Liability

The processor shall be liable for any damages caused to the controller by any breach of the agreed upon rules in this agreement. The data processor may not invoke the conduct of a subprocessor to avoid its own liability.

Governing Law and Jurisdiction

This agreement is governed by the laws of Belgium.

Any dispute arising in connection with this agreement, which the parties will not be able to resolve amicably or through a mutually agreed upon mediation party, will be submitted to the exclusive jurisdiction of the courts of Belgium.

In, witness whereof, this agreement is entered into with effect from the date first set out below.

Data controller / Licensor Name: Pieter-Jan Toye Signature

Data processor / Licensee
Name: _____

Signature _____

Publishing pictures:
It is forbidden to publish pictures of any subject
in this dataset except for participant
3cf596e2bcc34862abc89bd2eca4a985

Citation:
Toye, Pieter-Jan. "Vital Videos:
A dataset of videos with PPG and blood pressure ground truths."
arXiv preprint arXiv:2306.11891 (2023).