CAS-AIR-3D Face License Agreement

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All publications that report on research that use the Corpus will acknowledge this as follows: ***"(Portions of) the research in this paper used the CAS-AIR-3D Face Dataset made available by the Institute of Automation, Chinese Academy of Sciences (CASIA) and Artificial Intelligence Research, Chinese Academy of Sciences (CAS-AIR)."***

and cite the following paper:

Q. Li, X. Dong, W. Wang and C. Shan, "CAS-AIR-3D Face: A Low-Quality, Multi-Modal and Multi-Pose 3D Face Database", 2021 IEEE International Joint Conference on Biometrics (IJCB), 2021, pp. 1-8.

6   Licensee's representations and warranties

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6.2   Licensee represents and warrants that any use of the Corpus under the License as set forth hereinabove under Section 2 shall not infringe any intellectual property rights of any third parties.

6.3   Licensee represents and warrants to Licensor that Licensee shall perform and fulfill its obligation under the terms and condition of this License Agreement and that Licensee shall comply with all applicable laws, statutes, ordinances and regulations in force.

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7.2   Licensee shall comply with all applicable laws and regulations on data protection.

7.3   Further, Licensee represents and warrants to Licensor:

7.3.1   to only use or process personal data transferred to Licensee by Licensor in accordance with instructions from Licensor and only as necessary for the purposes for which it was collected or transferred, and, in all cases for fair and legitimate purposes;

7.3.2   that Licensee has implemented appropriate technical and organizational measures to protect any personal data within the Corpus against unauthorized or unlawful use and processing, and against accidental loss, destruction, damage, alteration, unauthorized access or disclosure;

7.3.3   that Licensee has taken reasonable measures to notify of the conditions set forth in the License Agreement and ensure the reliability of, and compliance by, any employees who have access to any personal data within the Corpus;

7.3.4   to obtain prior written consent from Licensor before transferring any personal data within the Corpus to another location than Licensee's registered seat or to a third party, including

but not limited to Licensee's affiliates;

7.3.5 to promptly notify Licensor of any security incidents relating to any personal data within the Corpus;

7.3.6 at Licensor's request, to promptly cease the use and processing of any personal data within the Corpus;

7.3.7 at Licensor's request, to promptly return and/or destroy records of any personal data within the Corpus; and

7.3.8 to provide Licensor with full co-operation and assistance with the Licensor's legal and/or contractual obligations regarding data protection or privacy, in particular to notify Licensor of (i) any legally binding request for disclosure of personal data within the Corpus by a law enforcement authority unless otherwise prohibited by the applicable law of the country of Licensee's registered seat; (ii) any accidental or unauthorized access to any personal data within the Corpus; and (iii) any complaint or request made by a concerned person (whether an individual or a legal entity).

7.4 In case of infringement of any of Licensee's obligations under this Section 7, Licensee shall immediately pay Licensor an indemnity of USD100,000.00, unless Licensee can prove that no fault is attributable to Licensee. The payment of such indemnity shall not release Licensee of its obligations hereunder. All other remedies of Licensor remain reserved.

8   Liability and indemnification

8.1 Licensee shall be held liable to Licensor for any claim or damage of any kind, arising as a result of the use or exploitation of, or related to, the Corpus pursuant to this Agreement whether in contract, in tort (including negligence or strict liability), under any warranty or otherwise, unless Licensee proves that no fault is attributable to Licensee.

8.2 Licensee agrees to defend, protect, indemnify and hold Licensor harmless from and against any action or threatened action, suit, claim or proceeding arising out of any alleged act or omission of Licensee relating to this Agreement, and against any and all expenses (including actual attorneys' fees), judgments, fines, costs, amounts paid in settlement or any loss or damage incurred by Licensor.

9   Term

The term of this License Agreement shall commence upon signature by the Licensee of this License Agreement and shall continue for a period of 3 years, unless earlier terminated as provided in this Agreement.

10   Termination

10.1 This License Agreement may be terminated in any of the following ways:

10.1.1 by the mutual written consent of the Parties;

10.1.2 by either Party, effective immediately, if (i) any proceeding is commenced or any petition is filed seeking liquidation, reorganization or other relief under any domestic or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect in respect of the other Party; or (ii) a receiver, trustee, custodian, conservator or similar official is appointed for the other Party;

10.1.3 by either Party, effective thirty (30) days after written notice to the other Party, if the other Party materially breaches its obligations hereunder, provided the breaching Party does not

cure its breach within thirty (30) days following the sending of such notice.

10.1.4 by the Licensor terminating the License, effective ninety (90) days after written notice to the Licensee.

10.2 Termination will not discharge either Party of any of its obligations hereunder.

11 Obligations upon expiration or termination

11.1 Upon expiration or termination of this License Agreement, (i) all rights and licenses granted herein by Licensor to Licensee under this Agreement shall terminate; (ii) Licensee shall at its own costs and expenses immediately destroy the Corpus and all copies thereof, and provide written certification of such destruction to Licensor.

11.2 Sections 4, 5, 7, 8, 11, and 16 shall survive expiration termination and/or termination of this License Agreement.

12 Non-assignment of the Corpus

Licensee shall not, without prior written authorization of Licensor, assign or transfer in any way, without limitation permanently or temporarily distribute, communicate, publish or broadcast, all or part of the content of the Corpus to third parties, except under the conditions defined in Section 5. The Licensee shall send all requests of assignment or transfer to a third party to the Licensor at the following address: cripac_3dface@cripac.ia.ac.cn.

13 Amendments

This License Agreement may only be amended or modified in writing signed by a duly authorized officer or representative of each of the Parties.

14 Entire agreement

This License Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any other prior oral or written agreement regarding the subject matter hereof.

15 Enforceability

Should any clause of this Agreement be found to be invalid or unenforceable, such clause (or part thereof) shall be deemed severed from this Agreement and the other clauses hereof shall remain in full force and effect as if this Agreement had been executed without the offending clause appearing. In such a case, the Parties shall negotiate in good faith and on a commercially reasonable efforts basis to agree alternative or amended valid, legal and enforceable clauses with the same economic effect as intended by the Parties hereto.

16 Governing law and jurisdiction

16.1 This License Agreement is subject to and to be interpreted in accordance with the substantive rules of Chinese Law, to the exclusion of its conflict of law rules.

16.2 Any claim or dispute arising out of or related to this License Agreement shall exclusively be submitted to the Chinese competent courts of the location of Licensor's registered seat, subject to appeal to the Chinese Court.

17 Licensee

By signing this License, the Licensee engages to strictly respect the conditions set forth herein and to respect all the laws applicable in China in relation to data and personality protection with regard to the data contained within the Corpus collected and processed by the Licensor.

The Licensee must be represented by an authorized signatory:

Organization Name (Institute, University, etc):	
Organization Address:	
Country:	
Full Name (Block Letters):	
Job title / Position:	
Professional / academic email:	
Date:	
Signature:	

Schedule 1

Description of the Corpus:

The CAS-AIR-3D Face dataset includes 24713 videos from 3093 individuals, which is captured by Intel RealSense SR305, and proposed for low-quality 3D face recognition. Among the 3093 individuals, 1367 are males and 1726 are females, with the age ranging from 15 to 75 years old. The dataset contains three modalities: color, depth and near infrared, and is rich in pose, expression, occlusion and distance variations.

Data preprocessing methods are also proposed in the publication below:

@Inproceedings {CAS-AIR-3D Face,
    author = {Li, Qi and Dong, Xiaoxiao and Wang, Weining and Shan, Caifeng},
    booktitle = {2021 IEEE International Joint Conference on Biometrics (IJCB)},
    title = {CAS-AIR-3D Face: A Low-Quality, Multi-Modal and Multi-Pose 3D Face Database},
    year = {2021},
    pages = {1-8}
}

URL: https://ieeexplore.ieee.org/document/9484332