**BBC BOBSL Terms of Use**

**Permission to Use: a ‘BBC/Oxford British Sign Language (BOBSL) Dataset’ for research into the translation of British Sign Language**

**BBC TERMS:**

**Hello. These are a few rules for you when using the BOBSL Dataset. They tell you what you can do with the BBC ML Assets for your research project into the translation of British Sign Language (“Project”):**

1. **What does “BBC ML Assets” mean?** We mean the BOBSL Dataset we’re providing for the “Project” named above, which is made up of clips of British sign language translators within BBC programme content and subtitles synced to the signed movements. We’re making the BBC ML Assets available to you to download from a link provided by Oxford University using a password that the BBC gives you (or in any other way we decide). Oxford University is hosting and managing these BBC ML Assets and we do not guarantee that any link that they provide or any BBC ML Assets will always be available, or that they are accurate, free of viruses and bugs, or the information in them can be relied upon. You use the BBC ML Assets entirely at your own risk.
2. **What can I use it for?** Provided you keep to these rules, the BBC gives its limited permission for you to use the BBC ML Assets free of charge for “Academic Research Use” for the Project for 12 months starting on the date both you and the BBC sign this BBC R&D “Permission to Use” form. You are responsible for your own costs in taking part in the Project. You must delete the BBC ML Assets when this permission ends – please see section 6 for more details.

**“Academic Research Use”** means only these non-commercial research Project activities:

* using the BBC ML Assets for **individual research and private study**;
* using BBC ML Assets to **create or improve a non-commercial machine learning model** for the Project;
* **modifying the BBC ML Assets** (e.g. **annotating** or **labelling**) as is necessary to make them suitable for creating or improving a machine learning model for the Project, but only if BBC owns those modifications as detailed in section 4;
* using BBC ML Assets to **build a software prototype that uses the machine learning model** for the Project;
* **publishing your research results in an academic scientific context, but only if you don’t distribute the BBC ML Assets. You may: (i) use a small number of still images (jpegs) or transcriptions of extracts** from the BBC ML Assets in **academic papers or in-person academic demonstrations and (ii) distribute** to other researchers **the machine learning models** that you created or improved and **the software prototype** that uses these machine learning models, but only if:

1. you publish those **academic papers** in print or online as a pdf file for the research community to illustrate the results of your research into the Project;
2. the BBC ML Assets are only used during in-person **academic demonstrations** to invited non-paying guests (e.g. at an academic conference) to demonstrate your research for the Project in a technical context. You can use the BBC ML Assets as part of an online demonstration, but only in an academic conference setting where you fully control all demonstration material (e.g. presentation to participants of a closed Zoom meeting);
3. any machine learning models **are NOT completely made up of BBC ML Assets**;
4. **you don’t charge any fee** for using the BBC ML Assets, the machine learning models or the software prototype that uses them. **You must also have terms of use for your research results that do not permit another party** to commercially exploit BBC ML Assets, your software prototype, your machine learning models, any other machine learning algorithm that has been run on BBC ML Assets or any software that another party creates based on any of these. Any use by another party should be strictly for individual non-commercial academic research only and not for any commercial purposes. Your terms of use must also **contain text that makes clear that BBC fully owns and controls any use of the BBC ML Assets** (in line with sections 4 and 11); and
5. images and transcriptions of extracts that you use in your research results do not include children, other people’s logos or trade marks. If the images or extracts are of recognisable adult individuals other than the sign language translator (either standalone or through a combination of images, text, analyses/summaries/interpretations), you must avoid using them as much as possible, and you must not use them in any way that might adversely affect those individuals. Ask the BBC Contact if you are not sure if you can use an image or extract;

**BUT ONLY IF SUCH ACTIVITES DO NOT INCLUDE -**

* using the BBC ML Assets and anything that was created or improved through the use of BBC ML Assets (e.g. machine learning models or software prototypes) for commercial research or as part of a research collaboration with any commercial organisations. The BBC ML Assets must not be used for any commercial purposes;
* using or copying (whether temporarily or permanently) BBC ML Assets for text and data mining or for any purpose other than for the Project. The BBC ML Assets must not be used for training any existing or new technology, algorithms or models that will be sold commercially;
* using your AI/ML to process any BBC personal data except as detailed in section 7; or
* allowing any third parties to have access to or use the BBC ML Assets.

1. **What must I NOT use it for?**

* **Don’t use the BBC ML Assets for anything else.** These terms do not give you permission to use BBC ML Assets for any other purpose, for any other project, or for commercial purposes including commercial research, a collaboration with a commercial organisation, sales, product promotion and making a profit. You must ask our permission to use the BBC ML Assets for other purposes before you start using them. Please contact the BBC Contact. And if we don’t give our permission, you must not use BBC ML Assets for other purposes.
* **Don’t use the BBC ML Assets for harmful or offensive purposes**, such as military use and surveillance; insulting, misleading, discriminating or defaming (damaging people’s personal or professional reputations); promoting pornography, tobacco or weapons; putting children at risk; anything illegal, like using hate speech, inciting terrorism or breaking privacy law; anything that would harm the BBC’s reputation or are not in line with the BBC’s Editorial Guidelines (as set out at: <http://www.bbc.co.uk/editorialguidelines/guidelines/>).
* **Don’t use the BBC ML Assets if we ask you not to.** BBC owns the BBC ML Assets. If we ask you (at our sole discretion), you must stop using the BBC ML Assets or any research results which the BBC ML Assets form part of.
* **Don’t exaggerate your relationship with the BBC.** You can’t say we endorse, promote, support or approve of you. And don’t say you have exclusive access to the BBC ML Assets (because you don’t).
* **Don’t associate the BBC ML Assets with sponsorship or advertising.** That means you can’t use the BBC ML Assets for research that has commercial funding or together with any ads and other promotional content (e.g. you can’t put advertisements next to or over the BBC ML Assets, put any advertisements in or alongside an academic paper that contains BBC ML Assets or add extra content that means you’d earn money from the BBC ML Assets).
* **Don’t be misleading about where the BBC ML Assets came from.** You can’t remove or alter any copyright notice, BBC logos, or watermarks or imply that someone else owns them.
* **Don’t pretend to be the BBC.** That includes: using our brands, trade marks or logos without our permission; using or mentioning the BBC ML Assets in press releases and other marketing materials; making money from the BBC ML Assets (you can’t charge people to use anything that is created through the use of BBC ML Assets, for example); sharing the BBC ML Assets (for example, no uploading any online data marketplaces).

1. **BBC ML Assets ownership.** The BBC does not transfer ownership of any of the BBC ML Assets to anyone else (not to you, your supervisor, your organisation etc) including when they form part of research results (e.g. software prototypes, publications and demonstrations). *It’s OK for you to* modify, annotate and label BBC ML Assets to make them suitable for creating or improving a machine learning model, *but only if* where the modified BBC ML Assets are a copyright work, a database right, or any other form of intellectual property rights (“IPR”) that comes into existence as a result of your use of the BBC ML assets, the BBC will own all of that future IPR in those BBC ML assets and you will sign documentation to give effect to our ownership of those rights without any cost to the BBC. We are not interested in owning your research results (e.g. any machine learning models that you build using BBC ML Assets and software prototypes), but we want to make clear the BBC owns and controls any use of the BBC ML Assets that form part of any result. Keep in mind that you are not allowed to transfer ownership to another party in or to any BBC ML Assets, even where they form part of your results.
2. **Let us know.** In order to carry on supplying data for research purposes we need to be able to show and understand the benefits it produces. Therefore, we make it a requirement of this permission that if we ask to see your published research, you must give us a copy (for free) . Also, if you create a machine learning model using BBC ML Assets or software that uses that machine learning model, you’ll let us use it for free for as long as we want for BBC activities. That means we can use it for any activities that the BBC may carry out as set out in the Royal Charter and the Framework Agreement between the Secretary of State for the United Kingdom and the BBC (or any replacement regulatory framework).
3. **Can the BBC extend or cancel my permission?** You must stop using the BBC ML Assets when this permission ends. But this permission can be extended if the BBC and you both agree in writing. And the BBC can cancel this permission (including any extensions) at any time without giving our reasons. If we cancel this permission, or when it ends or if you no longer need to use the BBC ML Assets for the Project, you must stop using the BBC ML Assets immediately and permanently delete all copies of it from all devices/systems/events/publications (including, where reasonably possible, from any devices/systems/events/publications controlled by someone else (for example, cloud servers)). You do not have to delete research results (e.g. machine learning models and software prototypes that use them) that are not completely made up of the BBC ML Assets or any part of the BBC ML Assets from your published academic papers, unless we have asked you to do so. If you don’t stick to these BBC terms, we may also refuse requests to use BBC assets in other projects.

1. **Personal data.**

* We must both act in line with the Data Protection Act 2018 (or its replacement), where applicable the General Data Protection Regulation (EU) 2016/679 (“GDPR”), and/or the GDPR as enacted by the United Kingdom and any other applicable data protection law and guidance (“Data Protection Laws”). Data controller, processor, personal data and supervisory authority have the meanings set out in the Data Protection Laws.
* If you process the personal data in or extract it from the BBC ML Assets (“BBC Personal Data”), you must use that personal data only where necessary to do work for the Project and in line with our instructions as data controller, including compliance with the data security requirements detailed in section 8. We have to have a valid reason, a ‘lawful basis for processing’ BBC Personal Data and when we let you have it we are relying on BBC’s legitimate interest in promoting use of that BBC Personal Data for research, and in the public interest.
* The BBC, as data controller, will handle your name and address and any other personal data you provide to us in line with Data Protection Laws for the performance of this contract.
* When we permit you to process the BBC Personal Data for your own purposes, you will be a data controller of the BBC Personal Data in your own right. We will not be joint controllers and Article 26 of the GDPR (or the equivalent provision in the GDPR as enacted by the United Kingdom) does not apply. We both agree to cooperate and provide assistance if either of us asks for help in dealing with a data subject request, complaint or investigation by a Supervisory Authority.
* Find out what you need to do about data protection on the Information Commissioner’s website: <https://ico.org.uk/>.

1. **Data security.** Only store the BBC ML Assets securely on your organisation’s servers or on cloud based servers of a reputable cloud services provider (but not anywhere else). If you are handling BBC Personal Data and you are outside the UK or the EEA you must use cloud servers based in the UK or EEA. All access passwords must be kept safe and must not be shared with anyone else. You must tell BBC Information Security at [information.security@bbc.co.uk](mailto:information.security@bbc.co.uk) immediately (and within 24 hours) if you know of, or suspect, that the BBC ML Assets or any BBC Personal Data (e.g. that is in the BBC ML Assets) has been used unlawfully or in a way that is not permitted in these terms, or is used by anyone other than you, or is damaged or lost**.** You will, if asked by the BBC or a Supervisory Authority, give reasonable assistance at your own expense.
2. **FOIA and confidentiality.** If the BBC receives a request for information under the Freedom of Information Act 2000 (“FOIA”) and asks for your help in replying to it, you will give us that help (for free) within 5 business days (Monday to Friday except UK bank holidays) of asking. The BBC alone decides how to reply to requests it receives. If you receive a FOIA request about the BBC or the BBC ML Assets, you must tell the BBC straightaway; you must not reply to it yourself (unless your organisation is subject to FOIA: let us know if you think FOIA applies to your organisation. The BBC will give reasonable assistance with any request for BBC information you receive under FOIA).

Any password or username we give you to gain access to the BBC ML Assets (and anything else we mark as confidential or you ought to know is confidential) is the BBC’s confidential information and you must not tell anyone else about it or use it for any purpose other than the Project. If you want to use our confidential information for anything else, you must get our written permission first.

1. **Ethical use of AI/machine learning (ML).** The BBC is committed to using AI responsibly (<https://www.bbc.co.uk/rd/publications/responsible-ai-at-the-bbc-our-machine-learning-engine-principles>) and you need to be too when you use the BBC ML Assets. We expect you or your organisation to have policies that coverdesigning, developing and implementing AI/ML systems responsibly, avoiding discrimination and unintentional bias and unequal treatment of users, and transparency about ML services and data models. If requested by the BBC, you will promptly provide the BBC with a statement on the impact your ML processes and policies have in relation to fairness, avoiding bias and transparency.
2. **What you have to do.** Use the BBC ML Assets only in accordance with these rules. Add the following notice when using the BBC ML Assets to show where you got them from: “British Broadcasting Corporation fully owns and controls this content and it has been provided courtesy of the BBC for non-commercial individual research and private study”. If the BBC suffers any loss or damage from any act, omission or information coming from you or your organisation in relation to this Project, your organisation (including you) will be liable to the BBC for that loss or damage suffered by the BBC.
3. **Apart from what we’re responsible for** when there’s a mishap, we’re not liable for anything that happens to you if you use the BBC ML Assets.
4. **Mishaps.** We take great care to make the BBC ML Assets suitable for research use. So if something does go wrong, we are responsible only if our negligence causes death or injury. Otherwise, we’re not liable for anything that happens if: you rely on advice, data, opinions or any other information; there are errors, omissions, interruptions, delays, bugs or viruses; we turn off or remove the BBC ML Assets; the thing that happens couldn’t reasonably have been foreseen; the thing that happens wouldn’t usually result from the mishap; or you and we hadn’t agreed that this thing would probably happen in the event of a mishap.
5. **And finally.** These BBC terms replace all previous agreements between you and us about using the BBC ML Assets for your Project and no other BBC terms of use apply. This is a contract between your organisation (including you) and us, and you must not transfer it to anyone else. No one else has any rights to enforce its terms. Any changes to its terms must be made in writing and signed by both of us. English law governs these BBC terms, and only English courts can make judgments about them. The BBC ML Assets are made available to you by the British Broadcasting Corporation, a public Corporation incorporated by Royal Charter under the laws of the United Kingdom whose principal office is at Broadcasting House, Portland Place, London W1A 1AA.

|  |
| --- |
| **ABOUT YOU:**  Name of researcher: Ezequiel Bellver  Name of your professor or supervisor (if you are not a member of staff of your organisation): Gerhard Dinhof  Name of organisation: FHTW  Registered/principal postal address of organisation: Höchstädtplatz 6, 1200 Wien  Contact email address: se23m506@technikum-wien.at  **I agree to the above BBC terms Date:** 4th April 2024  (Please select to show you understand and agree to these BBC terms. You must be authorised by your organisation to enter into this contract.) |
| **THE BBC’S PERMISSION:**  Signed by the BBC:  BBC Contact: Rob Cooper  Title and Department: Lead R&D Development Producer, BBC Research & Development  Email: [rob.cooper@bbc.co.uk](mailto:rob.cooper@bbc.co.uk)  Date: BBC ref/contract no.: ecm\_21527 |