

**Warning:**

- For academic research activities only, this Software is freely available under the terms of the following license agreement. To obtain the Software source code, please fill in (ITEMS IN BLUE BOXES), and send two copies of the following license agreement signed by a legal authorized representative of your institution to :
- **Inria Rennes Bretagne Atlantique  
Attn Ana-Bela LECONTE  
Campus de Beaulieu  
35042 Rennes Cedex  
France**
- For all other uses, the software is available under an Inria commercial license. Please contact [stip-rba@inria.fr](mailto:stip-rba@inria.fr)

# SOFTWARE LICENSE AGREEMENT

This agreement is made by and between:

**Institution Name** (If you are a Laboratory, the legal entity which the laboratory depends on) **Address** (city/ ZIP code / country)

represented by :

**First Name, Legal position** (The legal representative of the Institution and/or its authorized representative (if proxy) duly entitled to sign the license agreement).

Hereinafter referred to as: « **The Institution** »

And

## **Institut National de Recherche en Informatique et Automatique**

A public corporation of scientific and technological nature, having its principal place at Domaine de Voluceau, Rocquencourt, 78153 LE CHESNAY cedex, France, represented by Mr. Bruno SPORTISSE, its Chairman and Chief Executive Officer.

Hereinafter referred to as « **Inria** »

The Institution and Inria shall be referred to as individually « **Party** » and collectively « **Parties** ».

## **PREAMBLE**

The version 3.0 of the software called « FASST », is a flexible audio source separation toolbox developed by the PANAMA project-team.

As such, Inria and CNRS are co-owner of the software.

The version 3.0 of FASST dated from 26/08/2019 was duly filed by Inria at the French Agency for the Protection of Programs (APP) under the following reference: IDDN.FR.001.260015.002.S.P.2011.000.31235 (Hereinafter called the « **Software** »).

The Institution wishes to use the Software for its internal academic research activities, excluding any commercial use or collaboration with privately owned third-parties (hereinafter the « **Purpose** »).

*Short description about the general activities of the Laboratory and the application of the Software*

## **THEREFORE, THE PARTIES AGREE AS FOLLOWS**

### **Section 1 - SCOPE**

Under this contract, Inria grants the Institution, and the Institution hereby accepts, a non-exclusive right to use the Software according to the terms and conditions specified below.

The Software is described in the appendix of this contract.

### **Section 2 - RIGHT OF USE**

Under this contract Inria grants to the Institution the right to use the Software under the following terms and conditions:

- only for the Purpose;
- in source code of the version 3.0 of the Software, dated from 26/08/2019;

- including the right to reproduce, to adapt, to modify, to translate the Software only if it is necessary for the use of the Software according to the Purpose authorized, including for error correction;
- free of charge;
- only by the following members of the Institution :

First name1, Name 1 – First name 2, Name 2 -

- excluding any commercial use and any redistribution;
- for the following territory :

Country of your laboratory

- without any right to sublicense, sell, rent, lease, or otherwise disclose the Software to any third party (particularly the Institution has no right to disclose the Software on the World Wide Web).

The right to use the Software also includes the right to use the technical documentation.

Inria agrees that the Institution can base scientific publications of research works using the Software. In this case, the Institution shall mention the use of the Software by the following notice: “ *Results obtained using the FASST Software © Inria Y. Salaün, E. Vincent, N. Bertin, N. Souviraà-Labastie, X. Jaureguiberry, D. T. Tran, and F. Bimbot, The Flexible Audio Source Separation Toolbox Version 2.0, in Show & Tell, IEEE International Conference on Acoustics, Speech and Signal Processing, 2014 and A. Ozerov, E. Vincent, and F. Bimbot, A general flexible framework for the handling of prior information in audio source separation, IEEE Transactions on Audio, Speech and Signal Processing 20(4), pp. 1118-1133 (2012)*”

The Institution shall provide Inria, within two (2) months after the end of this contract, a report called « experience feedback », on the use of the Software and the results of testing and evaluation that the Institution has achieved.

Such report shall be sent to: [remi.gribonval@inria.fr](mailto:remi.gribonval@inria.fr) and [nancy.bertin@irisa.fr](mailto:nancy.bertin@irisa.fr)

### **Section 3 - INTELLECTUAL PROPERTY**

The copyright and all other intellectual property rights of the Software are and remain the exclusive property of Inria.

The Institution shall not acquire any title, copyright, or other proprietary rights in the Software than specified in this contract.

The Institution undertakes not to remove the notices that appear in the original copy of the Software.

### **Section 4 - Delivery and Installation**

The Software is delivered to the Institution on a secured web site, within 8 days after the signature of this agreement.

*First name and email of the person to be contacted regarding this application*

### **Section 5 - Warranty / Liability**

#### **5.1 Warranty**

The Institution acknowledges that Inria does not warrant that the Software performs in every operating environment, has uninterrupted or error free operation or that any error is corrected or correctable.

Inria guarantees that it has all legal power and authority to grant such license.

Inria guarantees that, to the best of its knowledge, Inria, is the sole owner of the Software.

#### **5.2 Liability**

Under no circumstances shall Inria be liable for any consequential, indirect or incidental damages or lost of profits, whether foreseeable or unforeseeable, based on claims of the Institution (including, but not limited to claims for loss of data, goodwill, use of money, interruption in use or availability data) arising out of use of the Software by the Institution.

### **Section 6 - Duration**

This contract shall enter into force upon its execution by both Parties and shall continue in full force and effects for a duration of one (1) year.

Upon expiration of this contract, the Institution shall:

- immediately cease to use the Software,
- within ten (10) days, return to Inria all copies of the licensed Software to Inria together with a certified statement by the Institution to that effect.

## **Section 7 - Termination**

This contract may be terminated with immediate effect by either Party in any of the following situations if either Party is substantial breach of contractual key obligations and fails and fails to remedy this breach within (30) thirty days of notification of the breach.

Upon termination of this contract for any reason whatsoever, the Institution shall:

- immediately cease to use the Software,
- within (10) ten days, return to Inria all copies of the licensed Software with a certified statement by the Institution to that effect.

## **Section 8 - Non disclosure**

The Institution undertakes not to disclose the Software and/or any associated documentation to it and/or any information about the Software to any third party, without the prior written consent of Inria. The Institution undertakes to ensure that all its employees comply with this obligation.

## **Section 9 - Assignment**

No right under this contract shall be assigned by either Party without the prior written approval of the other Party.

## **Section 10 - Miscellaneous / General provisions**

### **10.1 Modifications**

This contract may not be modified except by an amendment in writing signed by a duly authorized representative of both Parties.

### **10.2 Severability**

If any provision of this contract is determined to be invalid, unlawful or enforceable, it shall be declared void or invalid but such decision, will not affect the validity or enforceability of the remaining provisions.

### 10.3 Correspondence

- Correspondences to Inria shall be addressed to following email addresses :

[stip-rba@inria.fr](mailto:stip-rba@inria.fr), always with copy to:  
[nancy.bertin@irisa.fr](mailto:nancy.bertin@irisa.fr)  
[remi.gribonval@inria.fr](mailto:remi.gribonval@inria.fr)

- Postal correspondence shall be addressed to :

Inria Rennes - Bretagne Atlantique  
Service du Transfert et des Partenariats (STIP)  
Campus Universitaire de Beaulieu  
35042 Rennes cedex  
FRANCE

Letters and other correspondence of the Institution shall be addressed to following administrative address:

*First name, name / Institution / Address*

### Section 11 - Governing law

This contract shall be governed in accordance with the laws of France.

### Section 12 - Litigation / disputes

In the event of a dispute ensuing from the interpretation or the performance of this contract, the Parties undertake to initially seek a friendly solution.  
If such solution cannot be reached, the dispute shall be submitted exclusively to French Courts.

Made in 2 (two) original counterparts on

2019.

**FOR**

The Institution

Date:

First name, name / Legal position

**FOR**

**INRIA**

Date:

Bruno SPORTISSE  
who delegates his signature to :  
Mr. Stephane UBEDA,  
Director of the Inria Rennes  
Bretagne - Atlantique Research  
Center



# ANNEX : FASST TECHNICAL DESCRIPTION

FASST is a Flexible Audio Source Separation Toolbox designed to speed up the conception and automate the implementation of new model-based audio source separation algorithms.

It is the only audio source separation software available to the public for academic purpose (Inria license) which simultaneously exploits spatial and spectral cues on the sources to separate.

FASST 3.0 release includes notably following modifications and new features (compared to version 2.2.2):

- New user interface with high level parameters initialization;
- New scenario mode allowing an easier code design for source models training and source separation on a mixture;
- A new block approach feature to deal with streams and huge files;
- A new time-frequency transform based on ERB frequency scale;
- Usage of FFTW library for faster FFT computation;
- RAM and CPU consumption optimization;
- A user guide;
- A new management of error and informative logs.