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Ethical Dataset Use Agreement

Berkeley Open Extended Reality Recordings 2023 (BOXRR-23) Dataset

This Data Use Agreement (“DUA”) governs an arrangement whereby THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“COVERED ENTITY”) shall make available to You (“RECIPIENT”) the LIMITED DATA SET described below.

In response to the RECIPIENT's request, a database of approximately 5 TB in compressed size and 8 TB in raw size, with approximately 5,000,000 de-identified recordings from approximately 100,000 virtual reality users using the applications “TiltBrush” and “Beat Saber” (“LIMITED DATA SET” or “LDS”) will be transferred to RECIPIENT. By accessing the LIMITED DATA SET, RECIPIENT accepts and agrees to be bound by the terms and conditions of this DUA.

1. The LDS is the property of the COVERED ENTITY and is made available as a service to the research community.
2. Unless otherwise specified in this DUA, all capitalized terms used in this DUA not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time.
3. RECIPIENT will at all times use the LDS only in accordance with HIPAA regulations.
4. RECIPIENT will not further distribute the LDS to others without the COVERED ENTITY's written consent. The RECIPIENT shall refer any request for the LDS to the COVERED ENTITY, and shall use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this DUA or required by law.

5. RECIPIENT SCIENTIST agrees to acknowledge the contribution of the COVERED ENTITY in all written or oral public disclosures concerning RECIPIENT's research using the LDS by referencing one or more of the following citations:

Nair, Vivek, Wenbo Guo, Justus Mattern, Rui Wang, James F. O'Brien, Louis Rosenberg, and Dawn Song. 'Unique Identification of 50,000+ Virtual Reality Users from Head & Hand Motion Data'. arXiv, 17 February 2023. doi:10.48550/arXiv.2302.08927.

6. RECIPIENT agrees to report to COVERED ENTITY any use or disclosure of the LDS of which it becomes aware that is not permitted by this DUA or required by law, including the presence of prohibited identifiers in the LDS.

7. RECIPIENT will require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to RECIPIENT under this DUA.

8. The LDS contains data derived from human subjects. The UC Berkeley Committee for Protection of Human Subjects ("CPHS") has reviewed and authorized the use of this dataset. RECIPIENT acknowledges that this does not in any way lessen their own obligation to use the dataset in accordance with all known norms and best practices for ethical research involving human subjects.

9. RECIPIENT agrees to have all research conducted using the LDS independently reviewed and approved in advance by the Institutional Review Boards ("IRB") or equivalent ethics review board governing their organization.

10. Regardless of the determination of CPHS or any IRB, RECIPIENT will not use, nor attempt to use, the information in the LDS, alone or in combination with any other data, to identify, deanonymize, or contact the individuals who are data subjects.

11. Regardless of the determination of CPHS or any IRB, RECIPIENT will not use, nor attempt to use, the information in the LDS, alone or in combination with any other data, to infer sensitive information about individuals who are data subjects, including protected health information.

12. RECIPIENT understands that the LDS delivered hereby is experimental in nature, and COVERED ENTITY MAKES NO REPRESENTATION AND EXTEND NO WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LDS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS.

13. RECIPIENT will indemnify, defend and hold harmless COVERED ENTITY and any of COVERED ENTITY's affiliates, and their respective trustees, officers, directors, employees and agents from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited Use or Disclosure of the LDS or any other breach of this DUA by RECIPIENT or any subcontractor, agent or person under RECIPIENT's control.

14. The LDS is provided to RECIPIENT at no cost.

15. COVERED ENTITY has the right to terminate this DUA at any time. Upon termination of this DUA, RECIPIENT shall discontinue its use of the LDS, and return or destroy any copies of LDS in its possession. This provision applies to the copies of the LDS in possession of RECIPIENT's subcontractor or agents, if any.

16. The parties agree to take such action as is necessary to amend this DUA from time to time as is necessary for COVERED ENTITY to comply with the requirements of the Privacy Rule and HIPAA.

17. Nothing in this DUA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.