**BBC Research & Development**

**‘Lip Reading in the Wild - Words’ research project into lip reading and related accessibility**

**Permission to Use for Researchers**

**BBC TERMS:**

**Hello. These are a few rules for you. They tell you what you can do with our content for this ‘Lip Reading in the Wild’ research project (“Project”):**

1. **What does content mean?** We mean the BBC’s dataset we’re providing for the “Project” named above, which is made up of BBC programme content created by the BBC, and which we’re making available to you to download from a link provided by the BBC or by the university hosting and managing the content (or in any other way we decide). We do not guarantee that this link or our content will always be available, or that it is accurate, free of viruses and bugs, or the information in it can be relied upon. You use our content 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 the named researcher (researcher) to use the BBC’s content free of charge for ‘Academic Research Purposes’ for this Project for 12 months starting on the date both you and the BBC sign this “Permission to Use for Researchers” form. You are responsible for your own costs in taking part in the Project. You must delete all BBC content when this permission ends – please see section 6 for more information.

**‘Academic Research Purposes’** means solely these activities for this Project:

* using our content for **individual research and private study;**
* using a small number of extracts from our content for **academic demonstrations** **or academic conferences** to invited, non-paying guests to demonstrate your research for the Project in a technical context.

But only if the extracts do not include images of children, other people’s logos or trade marks, sports or music. If the extracts are of recognisable living adult individuals (either standalone or through a combination of images, text, analyses/summaries/interpretations), you must keep to a minimum your use of extracts that identify individuals and you must not use them in any way that might adversely affect those individuals. Ask the BBC Contact (the BBC person who signed this form) if you are not sure if you can use an image or extract;

* using a small number of still images (jpegs) or transcriptions of extracts from our content in **academic papers**, but **you MUST ask the BBC Contact** for permission first. You must tell the BBC Contact which images and extracts you would like to use. If the BBC gives its permission in writing, you can then include the permitted images and extracts in your academic paper and publish it in print or online as a pdf file for the research community to illustrate the results of your research into the Project (but the images and extracts must never be used as part of an online demonstration).

Academic papers should be made available to the research community for individual research and private study purposes only, and must contain this accreditation wording: “For non-commercial individual research and private study use only. BBC content included courtesy of the BBC”. Creative Commons or similar licence terms must not be attached to the BBC content in academic papers;

* using our content to **build a research prototype to compare with** your organisation’s own existing technology. This work must be done separately from your organisation’s commercial product development. The BBC’s content must not be used for training any existing or new technology, algorithms or models that will be sold commercially. And it must not be used to train technology to improve or enhance your operational systems. It can only be used for comparative or benchmarking purposes.

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

* **Don’t use our content for anything else.** These terms do not give you permission to our content for any other purpose, for any other project, or for commercial purposes including sales, product promotion and making a profit. You must ask our permission to use our content for other purposes before you start using it. Please contact the BBC Contact. And if we don’t give our permission, you must not use our content for other purposes.
* **Don’t use our content for harmful or offensive purposes.** Here are things that may harm or offend: military use and surveillance; insulting, misleading, discriminating or defaming (damaging people’s 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.](https://www.bbc.co.uk/editorialguidelines/)
* **Don’t use our content if we ask you not to.** That includes removing any part of our content in your devices/systems/events/publications immediately when we ask you to (which we can do at any time without giving our reasons). In exceptional cases you may have to recall a published paper, stop using our content at a demonstration or conference, or remove our content from your research results (including, where reasonably possible, if the devices/systems/events/publications are controlled by someone else)).
* **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 our content (because you don’t).
* **Don’t associate our content with advertising or sponsorship.** That means you can’t: put any other content between the link to our content and the content itself (so no ads or short videos people have to view before the academic papers); put advertisements next to or over our content; put any advertisements in a document or webpage that contains mostly our content; put advertisements of a related subject alongside our content ; add extra content that means you’d earn money from our content.
* **Don’t be misleading about where our content came from.** You can’t remove or alter the copyright notice, BBC logos, or watermarks or imply that someone else made it.
* **Don’t pretend to be the BBC.** That includes: using our brands, trade marks or logos without our permission; using or mentioning our content in press releases and other marketing materials; making money from our content (you can’t charge people to view our images, for example); sharing our content (for example, no uploading to social media sites).

1. **Content ownership.** The BBC does not transfer ownership of any of our content to anyone else (not to you, your supervisor, your organisation etc) including when it is included in research results, prototypes, publications and demonstrations. To the extent that copyright, database rights or any other form of intellectual property rights come into existence as a result of your use of our content, we will own those future rights in our content and you will execute documentation to give effect to our ownership of those rights without any cost to the BBC.
2. **Copy:** if we ask you, you must provide one copy of your research results and you give us permanent permission to use the parts of the research that you own in all media throughout the world in perpetuity free of charge for: our public service purposes, for further research with our collaboration partners, and to review your work. You must also provide the web address for all websites where the content is displayed, and you must tell us immediately about any changes to the web address. You must not make copies of our content or give our content to anyone else or let anyone else use our content.
3. **Can the BBC extend or cancel my permission?** You must stop using our content when the Project 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 and additional permissions for images and extracts in section 2) at any time without giving our reasons. If you don’t stick to these BBC terms, we may also refuse requests to take part in other projects. If we cancel this permission, or when it ends or if you no longer need to use our content for the Project, you must stop using our content 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 our content from your published academic papers, unless we have asked you to stop using our content.

1. **Personal data**

* We must both act in line with the Data Protection Act 2018 and any other applicable data protection law and guidance (‘Data Protection Laws’), and make sure that our sub-processors do. Data controller, processor, personal data and supervisory authority have the meanings set out in the Data Protection Laws.
* If you process personal data contained in our content or extracted from our content (‘BBC Personal Data’), you must use it only where necessary to take part in the Project and in line with our instructions as data controller. We process this data by providing it to you on the basis that the BBC has a legitimate interest in promoting further use of the BBC Personal Data for journalistic, artistic and literary purposes, 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 on this form in line with Data Protection Laws and the [BBC Privacy Policy](https://www.bbc.co.uk/usingthebbc/privacy/) for the performance of this contract.
* If you process BBC Personal Data for your own purposes, the Academic Research Purposes, you will be a data controller of it in your own right. (We will not be joint controllers and Article 26 of the General Data Protection Regulations (EU) 2016/679) does not apply).
* For information on data protection, see the Information Commissioner’s website: <https://ico.org.uk/>.

1. **Data security** You may only store the BBC content securely on your organisation’s servers in the United Kingdom or the European Economic Area (‘EEA’) or on the cloud servers based in the UK or EEA of a reputable cloud services provider (but not anywhere else or in any cloud location). All access passwords must be kept safe and must only be shared with the people named on this form. 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 content or the personal data in the content 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**.** If requested by the BBC or a Supervisory Authority, you will provide 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 requests your help in replying to it, you will give us your help at your cost 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 content, you must tell the BBC straightaway; you must not reply to it yourself (unless your organisation is subject to FOIA: tell the BBC when you start the Project if your organisation is subject to FOIA. The BBC will give reasonable assistance with any request for BBC information you receive under FOIA).

The password or username we give you to gain access to our content (and anything else we mark as confidential or you ought to know if 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. **Machine Learning (ML)/Artificial Intelligence (AI):** when you use the BBC’s content for the Project, you must adhere to AI/ML ethics principles that includedesigning, developing and implementing ML/AI systems responsibly, avoiding discrimination and unintentional bias and unequal treatment of users, and transparency about ML services and data models.
2. **What you have to do:** use the content only in accordance with these rules, and display it accurately. Add a credit (if it doesn’t already have one) to show where you got the content from (e.g. “BBC © copyright content reproduced courtesy of the British Broadcasting Corporation”). 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 to the fullest extent possible at law for that loss or damage suffered by the BBC.
3. **A thing we have to say.** 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 our content.
4. **Mishaps.** We take great care to make our content the best it can be. 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, commentary, opinions or any other content; there are errors, omissions, interruptions, delays, bugs or viruses; we turn off or remove content; 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 this content for this 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. Our content is 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.

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