

# ROYALTY-FREE “STRESSID DATASET” COPYRIGHT LICENSE FOR NON-COMMERCIAL RESEARCH PURPOSE



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## 1. *Ownership*

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### **Inria**

A Public Scientific and Technological Institution governed by articles R326-1 to R326-18 of the French Research Code.

SIRET No. 180 089 047 00013,

Established in Domaine de Voluceau – Rocquencourt, Le Chesnay Cedex 78153 – France

represented by its Chairman and Managing Director, Bruno Sportisse, and, by

appointment for the purposes of the present, by Maureen Clerc, Director of Inria Centre at UCA, located at 2004, route des Lucioles—BP 93—06902 Sophia Antipolis Cedex –

France.

Referred to hereinafter as “**Inria**”

### **AND**

### **EURECOM**

Interest Economic Group – SIRET No. 383 181 575 00028

Having its registered office at: Campus SophiaTech, 450 route des Chappes, 06410 Biot, France

Represented by its Director, Mr. David Gesbert

Referred to hereinafter as “**EURECOM**”

## **2. *License Grant***

Licensors grants you personally for one site whose address specified in page 7, a non-exclusive, non-transferable, free of charge right to:

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- use the Dataset for the sole purpose of performing non-commercial scientific research.

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## **4. *Duration***

This license is conclude for a period of five (5) years from the date of the downloading of the Dataset (the "Effective Date").

## **5. *Disclaimer of Representations and Warranties***

You expressly acknowledge and agree that the Dataset is provided “AS IS”, may contain errors, and that any use of the Dataset is at your sole risk. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE DATASET, NEITHER EXPRESS NOR IMPLIED, AND THE ABSENCE OF ANY LEGAL OR ACTUAL DEFECTS, WHETHER DISCOVERABLE OR NOT. Specifically, and not to limit the foregoing, Licensor makes no representations or warranties (i) regarding the merchantability or fitness for a particular purpose of the Dataset, (ii) that the use of the Dataset will not infringe any patents, copyrights or other intellectual property rights of a third party, and (iii) that the use of the Datasets will not cause any damage of any kind to you or a third party.

## **6. *Limitation of Liability***

The Licensor is not liable for any direct or indirect losses or damages of Licensee and/or any third party, losses or damages to property, or for any special, direct, indirect, consequential, or incidental losses or damages of any kind, and whether personal or not, arising from use of the Dataset.

## **7. *Publications***

You acknowledge that the Dataset is a valuable scientific resource and agree to appropriately reference the following paper in any publication making use of the Dataset. Publications include not only papers, but also presentations for conferences or educational purposes.

```
@inproceedings{
  chaptoukaev2023stressid,
  title={Stress{ID}: a Multimodal Dataset for Stress Identification},
  author={Hava Chaptoukaev and Valeriya Strizhkova and Michele Panariello and Bianca Dalpaos and Aglind Reka and Valeria Manera and Susanne Thummler and Esma ISMAILOVA and Nicholas W. and Francois Bremond and Massimiliano Todisco and Maria A Zuluaga and Laura M. Ferrari},
  booktitle={Thirty-seventh Conference on Neural Information Processing Systems Datasets and Benchmarks Track},
  year={2023},
  url={https://openreview.net/forum?id=qWsQi9DGJb}
}
```

For any communication of results made from the Dataset, you must mention : *"This work was carried out using StressID: a Multimodal Dataset for Stress Identification – Inria, EURECOM"*.

## **8. Changes**

The Dataset administrators reserve the right to change this license agreement at any time. Users will be informed about changes beforehand and given the choice to opt out of the new version.

Opting out will render the previous agreement void (and thus the user will lose their right to use the dataset).

## **9. Warranty**

The Dataset comes without any warranty, the Dataset administrators can not be held accountable for any damage (physical, financial or otherwise) caused by the use of the database.

## **10. Communication of personal data**

### 10.1 Dataset personal Data

All personal data contained within the Dataset have been collected and processed in accordance with European Union General Data Protection Regulation (EU GDPR) (Regulation EU 2016/679 of the European Parliament and of the Council of April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/96/EC). The purpose of the processing is the creation of an automated emotional state recognition database for internal research purposes only.

The lawful basis for the processing is the fulfilment of a mission carried out in the public interest (art. 6 RGPD - Article 2 of the modified decree of August 2, 1985)

Data will be kept for a period of five (5) years from the date of the downloading of the Dataset (the “Effective Date”).

You agree to comply with the obligations set out in the EU GDPR as well as in any other applicable regulation.

You will receive a set of data from the Licensor. you assume the following commitments regarding the processing of the data indicated :

a) You will only use the personal data to for the exclusive purpose of clarifying academic publication or presentation. Under no circumstances you will you use the data for commercial purposes.

b) You will protect the data with necessary security measures according to Art. 32 GDPR

c) You will maintain the duty of confidentiality laid down by art. 5.1 f) of the GDPR. Specifically, you will not share the link and the password provided or the data contained in the Dataset with third parties, nor publish them unless data subjects have given their express consent to do so.

d) You will not attempt to obtain the identifying data of the data subjects, nor will integrate different databases to obtain them

e) You will rectify or delete the data, if it is indicated by the Licensor, because of a request for rectification or deletion made by any of the data subjects.

f) If You are located outside the European Economic Area (EEA), as well as those not located in countries that have been the subject of an adequacy decision issued by the European Commission, you undertake to comply with the provisions of the standard clauses of Appendix B approved by the European Commission that are attached in this document and formalized with the signature of this license agreement. As of October 16, 2023, only research institutes located in the following territories will be excluded from this obligation : countries of the EEA, Andorra, Argentina, Canada (commercial organizations), Faroe Islands, Guernsey, Israel, Isle od Man, Japan, Jersey, New Zealand, Switzerland, Uruguay, South Korea and United Kingdom. It is your obligation to verify if your country of location has been

the subject of an adequacy decision issued by the European Commission as of the date indicated (see, for example, ([https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en))).

## 10.2 Confidentiality

The Dataset and all data integrated into it are designated as confidential information.

You will take reasonable measures to prevent unauthorized dissemination or other disclosure of the Licensor's Dataset, including those measures You take to protect its own confidential information of a similar nature. Except as otherwise agreed in writing by the Licensor, You (i) will use the Dataset and the personal data only in relation to this License; (ii) will disclose such confidential information only to those of licensees and (iii) will not disclose such confidential information to any third party.

This Dataset and all data integrated into must not be used to develop software that could be used for military or surveillance purposes.

Each party will be fully responsible for any acts and omissions in connection with this agreement, including any breach of the terms of this agreement by the Licensee.

## 10.3 Your personal Data

For the purposes of this License, the Licensor requires the following information from the Licensee: name, job title, email address, organization/institution in which the Licensee is affiliated, the organization address, the e-mail of the contact point for data protection enquiries, and the names of the additional researchers (subsidiaries and/or students) that will use the Dataset. The Licensee shall proportionate the following information to Additional Researchers.

The right of information is hereinafter described:

For Inria : La déléguée à la protection des données  
Inria, 2004 route des Lucioles, BP 93, 06902 Sophia-Antipolis Cedex  
dpo@inria.fr

For EURECOM: Campus SophiaTech, 450 route des chappes, 06410 Biot,  
France  
rgpd@eurecom.fr,

The recipient of your personal data is Inria and EURECOM and those in charge of processing your data on behalf of the Licensor, if applicable. No transfer of data to third parties is envisaged, unless there is a legal obligation to do so.

You can access the data, request data rectification, data erasure and data portability, and request objection or restriction of processing. You can write to the DPO of Inria to the address indicated below.

## ***11. APPLICABLE LAW – COMPETENT COURT - LANGUAGES***

This license agreement is governed by the provisions of French law. Any disputes resulting from the interpretation or performance of this license agreement, for which no amicable settlement has been reached between the Parties within a reasonable time period commencing on the day the dispute is notified by one of the Parties to the other Party, shall be referred to the competent court.

\*\*\*\*\*

*I have read the above conditions and agree to abide by them.*

(name, surname) \_\_\_\_\_

(e-mail address) \_\_\_\_\_

(job title) \_\_\_\_\_

(work place, academic institution name and full address) \_\_

\_\_\_\_\_

Name of the additional researchers (subsidiaries and/or students) :°

\_\_\_\_\_

The licensee is a non-profit organization carrying out research works and teaching activities.

Referred to hereinafter as the “**Licensee**”

Signature

(by the person authorized to bind the Academic establishment)

## Appendix A – Description of the Dataset Stress ID

The Stress ID is a dataset including about a hundred participants.

The aim of the database produced is to enable researchers into the automated recognition of emotional states .

The Dataset includes the following data :

electrophysiological signals (ECG, EDA, EEG, PPG)

Visual recording of faces

Audio

## Appendix B. Standard contractual clauses

### Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

#### Between

Inria,

Eurecom

Hereinafter "*data exporter*"

#### And

Licensee name *[to be completed]*: \_ \_ \_

Licensee address and country of establishment *[to be completed]*: \_ \_ \_

Representative authorized to sign *[to be completed]*: \_ \_ \_

Hereinafter "*data importer*"

#### Definitions

For the purposes of the clauses:

- a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) "the data exporter" shall mean the controller who transfers the personal data;
- c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

#### I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

## **II. Obligations of the data importer**

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organization authorized to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

i. the data protection laws of the country in which the data exporter is established,

or

ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or

iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: iii

Initials of data importer: Licensee.

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

- i. The third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

### **III. Liability and third-party rights**

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third-party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third-party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

### **V. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal

data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

#### **V. Resolution of disputes with data subjects or the authority**

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### **VI. Termination**

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company

voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

## **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## **VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

## ANNEX A

### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorized by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organizations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organization may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

a. i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

b. where otherwise provided by the law of the data exporter.

## ANNEX B

### DESCRIPTION OF THE TRANSFER

#### Data Subjects

The personal data transferred concern the following categories of data subjects :

Research participants on the research project entitled “Stress ID” of Inria and EURECOM.

#### Purposes of the transfer

The transfer is made for the following purposes: Using of an automated emotional state recognition database for internal research purposes only.

#### Categories of data

The personal data transferred concern the following categories of data:

Identifying data, data of personal characteristics, audio-visual recordings of faces.

#### Recipients

The personal data transferred may be disclosed only to Licensees for internal research, clarifying academic publication or presentation

#### Sensitive data:

audio-visual recordings of faces

#### Contact points for data protection enquiries [*to be completed*] :

**Data importer** : see table above about Licensee

**Data exporter** : dpo@inria.fr