

CHIL 2007 End User Agreement

INSTRUCTIONS for COMPILATION

Please compile and submit the end-user agreement in two original signed copies (this page is NOT part of the agreement).

Please complete the reference (Reference: ELDA/CHIL2007/_____) at the top of page 1 of the contract with the name of your institution.

Each page of the agreement should also be initialed (the person signing the agreement should put his/her initials on each and all pages).

The End-User named must be a legal institution, or a department or section of a named legal institution, not an individual nor a project - the person signing this Agreement should be the person authorized by the institution for such signatures.

In Exhibit A, please tick the boxes for the language resources you are requesting.

In Exhibit B, you must insert the address of the location where the data will be used.

In Exhibit C, indicate clearly which tasks you will be performing. You are only entitled to have access to data for these tasks. If, due to circumstances beyond your control, you are unable to complete any or all of these tasks, you should inform us.

If you later decide that you would like to perform an additional task, please inform us and we will send you an addendum to the agreement if additional data is needed.

In Exhibit D, are mentioned the guidelines for dissemination and publications of the results.

In Exhibit E, you can find the CHIL Coordinators details.

All forms must be sent by mail to:

*Christelle Ayache
ELDA
55-57 rue Brillat-Savarin
75013 Paris*

France



CHIL
Computer in the Human
Interaction Loop

LANGUAGE & AUDIOVISUAL RESOURCES
EVALUATION - END-USER AGREEMENT

(Reference: ELDA/CHIL2007/_____)

This agreement is made by and between:

.....
 (hereinafter called END-USER), having its principal place of business at:

.....
 AND

ELDA, acting on behalf of the CHIL Consortium members :

- Universität Karlsruhe UKA, Interactive Systems Labs (Prof. Waibel)
- Istituto Trentino di Cultura ITC (Dr Pianesi)
- Universitat Politècnica de Catalunya UPC (Prof Casas)
- IBM Ceska Republika (Dr. Sedivy)
- Research and Education Society in Information Technologies at Athens Information Technology RESIT-AIT (Prof. Polymenakos)
- Evaluations and Language Distribution Agency (Dr Choukri)

and hereinafter called CHIL-DATA-DISTRIBUTOR, having its principal place of business at: 55-57 rue Brillat Savarin - 75013 Paris, FRANCE

registered at the Tribunal de Commerce de Paris : RCS Paris B 402 781 876 (95b147 95)

Whereby it is agreed as follows:

Preamble:

The objective of the CHIL is to tackle a broad set of key scientific issues:

- **Multimodal Perceptual User Interfaces that observe, recognize, fuse, and interpret all available cues and clues to explain human-human activities and intentions.**
- **Quantifiable cognitive & social models of human interaction, productivity and workload. Issues of privacy and control must be explored to understand socially appropriate interaction principles.**
- **A suite of Services that instantiate CHIL Computing based on perceptual context awareness and understanding of human activity. Services include better ways of connecting people (without phone-tag), supporting human memory and providing support, e.g. in offices or during lectures.**
- **An infrastructure that supports CHIL Services including "Autonomic Computing", self-healing and self-maintaining software, flexible architecture and a networked infrastructure integrating devices intermittently and dynamically.**

The objective of the CHIL Evaluation activity is to support multimodal & multisensorial interfaces by (i) developing an infrastructure for the testing, tuning and evaluation of different interfaces and modalities and (ii) creating test-suites of reusable data which can be employed by system developers for benchmarking purposes. Through the organization of system evaluation campaigns open to non CHIL participants, the aim is to create a community of researchers and developers studying the same problems and to facilitate future collaborative initiatives between groups with similar interests. The final goal is to assist and stimulate the development of European multimodal/multimedia interfaces and systems in order to guarantee their competitiveness on the global marketplace.

After having run several successful evaluations of perceptual technology components on its own, CHIL will organize its upcoming technology evaluations within two open evaluation workshops with broad international support: the newly created CLEAR evaluation and workshop (<http://www.clear-evaluation.org>), which will also be supported by NIST and the US ARDA VACE program, and the RT Meeting evaluation (<http://www.nist.gov/speech/tests/rt/>)

While RT Meeting will focus on tasks related to /content/ extraction, such as speech and text recognition among others, CLEAR - Classification of Events, Activities and Relationships - will target tasks related to the analysis of context, including this time tasks such as person tracking, head pose estimation and person identification.

ELDA and the data providers wish to contribute to the success of the project and its follow up through the supply of (copyrighted) Language & Audiovisual Resources to be used for the evaluation purposes.

1. **Language & Audiovisual Resources**, object of this Agreement, for which ELDA or the CHIL CONSORTIUM MEMBERS obtained distribution rights from the rightful holders (hereinafter called PROVIDERS) for the use within the CHIL evaluation Campaigns and more generally for HLT Research and Technology Development, are described in Annex A. The list of Providers is also part of Annex A.
2. The site of use of the **Language & Audiovisual Resources** is mentioned in Annex B, attached hereto and made a part hereof.
3. Within this Agreement, CHIL-DATA-DISTRIBUTOR hereby grants to END-USER, engaged in *bona fide* language engineering research, a non-exclusive and non-transferable right and license to use the **Language & Audiovisual Resources**, only for the purposes of system evaluation within the CHIL Campaign planned for early 2007 (and known as CHIL 3rd Evaluation, CLEAR07 or RT07)
4. Signature of the present agreement by END-USER indicates the END-USER's agreement to participate in the CHIL Campaign 2007 for the tasks stated in Annex C. This includes the presentation of the END-USER's evaluation results as well as a presentation of the systems and methods used to obtain the evaluation results at the CHIL Evaluation Workshop related to the 2007 campaign that will be organized for this purpose by the CHIL Consortium.
5. END-USER, after fulfilling its obligations stated in article 4, shall be granted a non-revocable, non-exclusive and non-transferable license to use the **Language & Audiovisual Resources**, only for the purposes of internal testing, benchmarking and research and development.
6. END-USER is not permitted to reproduce the **Language & Audiovisual Resources** for commercial or distribution purposes and to commercialize (or distribute for free) in any form or by any means the **Language & Audiovisual Resources** or any derivative product or services based on all or part of it. Only to the extent necessary, and upon the prior written consent of CHIL-DATA-DISTRIBUTOR may summaries, analyses and interpretations of the linguistic properties of the information be derived and published, provided it is not possible to reconstruct the information from these summaries. Small excerpts of the information may be displayed to others or published in a scientific or technical context, solely to the extent necessary and only for the purpose of describing the research and development and related issues upon the prior written consent of CHIL-DATA-DISTRIBUTOR. Any such use shall not infringe any third party rights including, but not limited to, the authors and publishers of the excerpts.

7. CHIL-DATA-DISTRIBUTOR grants END-USER the right to reproduce the **Language & Audiovisual Resources** temporarily or permanently, to translate, adapt, arrange and modify by any means the **Language & Audiovisual Resources**, to the extent necessary to access and make the agreed use of the contents of the **Language & Audiovisual Resources**. END-USER is permitted to make a copy of the **Language & Audiovisual Resources** for purposes of archiving only.
8. Without prejudice to the other provisions of this Agreement, the rights referred to herein shall be used for research and evaluation purposes only and shall be under no circumstances transferable to any third party or other entity. The **Language & Audiovisual Resources** shall not be transferred to, disseminated to, accessed from or be made accessible to any other site or third party.
9. END-USER acquires no ownership, any other rights apart from this Agreement or title in all or any parts of the **Language & Audiovisual Resources**. The Language & Audiovisual Resources supplied hereunder shall remain the property of the PROVIDERS supplying the same and no further rights are granted to the END-USER in the same.
10. This Agreement shall become effective as of the date of receipt of the Language & Audiovisual Resources by END-USER, and shall remain in full force and effect, in compliance with clauses 4 and 5.
11. This Agreement shall terminate IMMEDIATELY if END-USER is no longer willing or able or does not fulfill its commitment to participate in the CHIL evaluations under clauses 4 and 5. Upon such termination, END-USER shall on request destroy or return to CHIL the Language & Audiovisual Resources received from CHIL and all copies of it made hereunder, whether such copies are of the whole or a part, in machine readable form or in printed form, and shall provide CHIL-DATA-DISTRIBUTOR with written confirmation thereof.
The rights and obligations of clauses 6, 8, 11, 12, 13-17 and 21 shall endure irrespective of the prior termination of this Agreement, and shall bind the parties and their legal representatives, successors and assigns.
12. CHIL-DATA-DISTRIBUTOR and PROVIDERS assumes no responsibility for the accuracy or completeness of the data or for the consequences of their use. CHIL-DATA-DISTRIBUTOR and PROVIDERS give no warranty for merchantability and/or fitness for a particular purpose of the Language & Audiovisual Resources. The END-USER shall be entirely responsible for the use to which it puts such information and data.
13. a) CHIL-DATA-DISTRIBUTOR and PROVIDERS warrant that consent has been given by the persons of whom personal data is included in the Language & Audiovisual Resources according to the applicable data privacy law for the data usage and other purposes described hereto.

b) As far as ethical issues are addressed by the data usage described hereto the END-USER accepts to comply with the CHIL ethical policy as described in the CHIL publicly available report (*CHIL Ethical Issues Policy; Deliverable D1.2 of the Project CHIL (Computers in the Human Interaction Loop), IP 506909; July 28 2004 © ELDA, ITC-irst, Universität Karlsruhe ISL, Stanford University, Fraunhofer IITB*). In addition END-USER warrants that it will adhere to any rules and legislation applicable in this regard to the END-USER.
14. Language & Audiovisual Resources may be mentioned by END-USERS in scholarly literature. In such case, END-USER shall give appropriate references to CHIL as well as CHIL-DATA-DISTRIBUTOR and PROVIDERS.
15. END-USER shall not use the name of CHIL nor the names of PROVIDERS in any publication in any manner that would imply an endorsement by CHIL of END-USER or any product or service offered by END-USER.
16. END-USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of CHIL. Each party of this agreement is responsible for its own actions.

17. Each party shall be responsible for its own damages caused by the non-fulfillment of provisions of this AGREEMENT.
18. The parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
19. CHIL-DATA-DISTRIBUTOR agrees to provide **Language & Audiovisual Resources** to END-USER FREE OF CHARGE.
20. END-USER will maintain and post a list of people with current and recently-terminated access to the **Language & Audiovisual Resources**. END-USER shall maintain such appropriate records and CHIL-DATA-DISTRIBUTOR shall have the right to audit such records upon reasonable prior notice using an independent auditor of its choice (the "Auditor"). The Auditor shall be bound to keep confidential the details of the business affairs of END-USER by signature of a non-disclosure agreement.
21. END-USER agrees not to disclose nor communicate to any third party any information concerning or contained in technical or commercial documents relating to the Language & Audiovisual Resources provided by CHIL-DATA-DISTRIBUTOR to END-USER. The distribution of the information to the officers, directors or employees of the END-USER is only permitted on a "need-to-know" basis.
22. In order to preserve the desired, pre-competitive nature of the CHIL project, the CHIL consortium has released a set of guidelines constraining the dissemination and publication of CHIL evaluation results. These guidelines are meant to preclude the publication of incomplete or inaccurate information that could damage the reputation of the CHIL partners or its participants and could discourage participation in future evaluation activities. The END-USER agrees to these guidelines which form a part of this agreement and are attached in Annex D.
23. This Agreement is subject to, construed and interpreted in accordance with the Law of Luxembourg. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before an applicable court of law for a decision. This AGREEMENT may be terminated by CHIL-DATA-DISTRIBUTOR if END-USER breaches any material term or provision of this AGREEMENT, including clauses 4, 5, and 21. In the event that one of these articles is considered by a competent court decision as null, this invalid or illegal article shall not affect validity, legality and enforceability of the remaining provisions.

The entire AGREEMENT is composed of the 23 articles herein together with Annexes A, B, C, D, and E thereafter.

In witness hereof the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

On behalf of
Name:
Title:
Date:

On behalf of the CHIL Consortium Members
Name: Khalid CHOUKRI
Title: ELDA Managing Director
Date:

ANNEXES

Annex A: Language & Audiovisual Resources

Language & Audiovisual Resources refer to the resources selected below (*please tick the resources you are requesting*):

CHIL 2007 Development data sets:

- ISL Seminars 2006 including video annotations and audio transcriptions; Copyright UKA & ELDA
- IBM Seminars 2006 including video annotations and audio transcriptions; Copyright IBM, UKA & ELDA
- UPC Seminars 2006 including video annotations and audio transcriptions; Copyright UPC, UKA & ELDA
- RESIT-AIT Seminars 2006 including video annotations and audio transcriptions; Copyright RESIT-AIT, UKA & ELDA
- ITC Seminars 2006 including video annotations and audio transcriptions; Copyright ITC, UKA & ELDA

CHIL 2007 Evaluation data sets:

- ISL Seminars 2006 including video annotations and audio transcriptions; Copyright UKA & ELDA
- IBM Seminars 2006 including video annotations and audio transcriptions; Copyright IBM, UKA & ELDA
- UPC Seminars 2006 including video annotations and audio transcriptions; Copyright UPC, UKA & ELDA
- RESIT-AIT Seminars 2006 including video annotations and audio transcriptions; Copyright RESIT-AIT, UKA & ELDA
- ITC Seminars 2006 including video annotations and audio transcriptions; Copyright ITC, UKA & ELDA

Annex B: SITE OF USE: (insert here below the address of the location where the data will be used)

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ANNEX C: Tasks to be carried out by END-USER

(Indicate clearly below in which tracks/tasks you will be participating)

- **Vision technologies**
 - Face & Head tracking
 - Visual Person Tracking
 - Visual Speaker Identification
 - Head Pose Estimation
- **Audio technologies**
 - CTM Speech Recognition
 - FF Speech Recognition
 - Acoustic Person Tracking (in space)
 - Acoustic Speaker Identification
 - Speech Activity Detection (RT)
 - Acoustic Event Detection
 - Acoustic Environment Classification
 - Acoustic Emotion Recognition
- **Multimodal technologies**
 - Audiovisual Speech Recognition
 - Multimodal Person Identification
 - Multimodal Person Tracking
- **Content processing**
 - Questions Answering
 - Automatic Summarization

Training Data

Indicate here if you also wish to access additional CHIL training data – and which collections:

.....

.....

ANNEX D: Guidelines constraining the dissemination and publication of CHIL evaluation results are:

- a. **SCIENTIFIC OR TECHNICAL PUBLICATIONS:** Scientific or technical publications, including newsletters from universities or research laboratories, should adhere to community standards for fairness and objectivity and should accurately and clearly state the limitations of the testing conditions and other factors which might influence scores. The experimental nature of the tasks, data and evaluation procedures should also be stated. The full conference proceedings should always be referenced.
- b. **ADVERTISEMENTS:** Advertisements using the CHIL evaluation results may be placed in magazines, journals, newspapers, or other publications only after prior written approval by the CHIL-DATA-DISTRIBUTOR or the CHIL Coordinator (details given in annex E).
- c. **PRESS RELEASES:** Press releases about CHIL results to organizations with national/international coverage are only permitted after prior written approval by the CHIL-DATA-DISTRIBUTOR or the CHIL Coordinator (details given in annex E).
- d. **MARKETING LITERATURE, LOCAL NEWSLETTERS:** Although it is recognized that extensive evaluation discussions are not appropriate in this type of literature, it is expected that any claims made on the basis of evaluation results are accurate, that the evaluation measures used to substantiate these claims are stated, and that a reference is made to the full conference proceedings. Where promotional material is subject to prepublication revision by the media, the author should make every effort to see that the revision does not cause a violation of the guidelines.
- e. **CROSS-SYSTEM COMPARISONS:** Cross-system comparisons may not be made with other named teams for individual tests, and may only be made when they are supported by accepted methods of statistical significance testing. Comparisons must be accompanied by the results of those tests and should reference the publication of those tests in the conference proceedings or related literature. Informal, qualitative comparisons with recognized baselines or benchmarks, and with general levels or trends in performance, must be clearly stated to be such and thus open to statistical reassessment.
- f. **PUBLICATION WITH CHIL REFERENCES:** A copy of any publication that quotes or contains references to the CHIL evaluation results must be provided to the CHIL Coordinator.

ANNEX E: The CHIL Coordinator details:

For Copies of your publications , please send them to:

Prof. Dr. Hartwig Steusloff
Fraunhofer Institute IITB
Fraunhoferstr. 1
76131 Karlsruhe
Germany
Email: steusloff@iitb.fraunhofer.de

or

Prof. Alex Waibel
Universität Karlsruhe (TH), Fakultät Informatik
Interactive Systems Laboratories
Am Fasanengarten 5
76131 Karlsruhe
Germany
Email: waibel@ira.uka.de

Germany