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Please return the form completed and signed for acceptance. The acceptance of the following contract conditions is a preliminary condition in order to download and use the babyPose dataset.

Title Prof/Dr/Mr/Mrs/Miss/Ms/

Name

Organization/University

Department

Supervisor (if available)

Postal Address

Telephone Number

Email Address

Research purposes of the USER (why you would like to use this dataset):

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Università Politecnica delle Marche - DII - VRAI Group is the owner of certain data, the USER requested to use those data and now, therefore, Università Politecnica delle Marche - DII - VRAI Group and the USER agree as follows:

1. Università Politecnica delle Marche - DII - VRAI Group hereby provides the babyPose dataset, hereto the “Dataset”, and grants a non-exclusive and non-transferable data sharing to the USER. This Agreement shall not transfer any title or ownership rights in the Dataset, which shall at all times remain with Università Politecnica delle Marche - DII - VRAI Group. The data sharing is granted on the condition that the Dataset will be used solely for research purposes, with the exception of any other use.
2. The USER may use the Dataset only on computers which it owns or leases. If the data sharing is terminated for any reason whatsoever, the USER will destroy its copies of the Dataset and will so certify to Università Politecnica delle Marche - DII - VRAI Group that it has done so, or return such copies to Università Politecnica delle Marche - DII - VRAI Group.
3. The USER agrees that the Dataset shall be held in confidence and is being provided by Università Politecnica delle Marche - DII - VRAI Group for the exclusive use of the USER. The USER will be responsible for maintaining and securing on behalf of Università Politecnica delle Marche - DII - VRAI Group the Dataset in its possession or under its control. The USER:
 - will protect the Dataset in the same manner that it protects its own confidential information;
 - will permit access to the Dataset only to its authorized employees designated by the USER to use and maintain the Dataset.
 - will not duplicate all or any part of the Dataset except for the research purpose of this Agreement;
 - will not remove or destroy any proprietary notice on the Dataset or related materials.

Any termination of this Agreement shall not terminate USER’s obligations of confidentiality under this paragraph.

4. Università Politecnica delle Marche - DII - VRAI Group disclaims any responsibility for the accuracy or correctness of the Dataset or for its use or application by the USER. In no event Università Politecnica delle Marche - DII - VRAI Group or its trustees, officers, agents or employees will be liable to the USER or to any other party, for any loss or damages, consequential or otherwise, including, but not limited to time, money, or good will, arising from the use of operation of the Dataset by the USER. The USER shall be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees and Università Politecnica delle Marche - DII - VRAI Group is not liable for any damage resulting from receiving, installing or using the Dataset or any other files provided by Università Politecnica delle Marche - DII - VRAI Group in this context. The Dataset is handed over without any guarantee.
5. In order to protect the rights and privacy of the participants who agreed to be recorded as part of this Dataset, the following must be strictly observed by the USER:
 - It is prohibited to attempt to identify the participants or locations in the Dataset;

- Only authorized employees designated by the USER will use the images (i.e., this data is not to be shared with visitors, at conferences, etc.);
 - It is prohibited without the expressed written consent of Università Politecnica delle Marche - DII - VRAI Group handing over the Dataset or any other files which have been provided by Università Politecnica delle Marche - DII - VRAI Group or sharing information derived from it (labeled files, annotations, etc.) by the USER to any third party;
 - Reasonable steps must be taken to secure and protect the data.
6. Università Politecnica delle Marche - DII - VRAI Group may terminate this Agreement upon 30 days prior written notification to the USER.
 7. This Agreement may not be assigned, provided or transferred by the USER to any other party without the prior written consent of Università Politecnica delle Marche - DII - VRAI Group.
 8. This Agreement shall be governed by Italian law applicable and according to the Italian Code of conduct and professional practice applying to processing of personal data for statistical and scientific purposes of the June 16, 2004. This Agreement may not be changed or terminated orally.
 9. For publications, technical report, thesis and talks concerning directly or indirectly the use of the Dataset, the USER must cite the original paper, asking for the right citation via e-mail prior to publish.

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@article{migliorelli2020babypose,
  author={Migliorelli, Lucia and Moccia, Sara and Pietrini, Rocco and Carnielli, Virgilio Paolo and Frontoni, Emanuele},
  journal={Data in brief},
  volume={33},
  pages={106329},
  year={2020},
  publisher={Elsevier} }
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Date

Signature