

Coversheet for BBC Usage Agreement

Needed for Participation in the MediaEval 2013 Search and Hyperlinking Task

Please note that if you are participating in the MediaEval 2013 Search and Hyperlinking Task, this agreement is needed in addition to the General Usage agreement (i.e., the one at: http://www.multimediaeval.org/docs/MediaEval2013_UsageAgreement.pdf)

Please fill out the BBC agreement on the following pages, sign it, scan it to Saskia Peters (s.peters@tudelft.nl) with Martha Larson (m.a.larson@tudelft.nl) on cc.

Note that there are two pages that need you to fill in information: Page 1 (fill in the requested information) and Page 5 (this is where you sign). We ask you to please scan all six pages of the agreement when you send it in, since this is the form in which we need it for the task records.

The BBC will check the user agreement and then send word to Saskia that your group has been cleared. Once Saskia has received this confirmation, then your group will receive the data release.

If you have questions, please contact Martha Larson or your Search and Hyperlinking Task Organizers:

Robin Aly, University of Twente, Netherlands (r.aly@ewi.utwente.nl)

Maria Eskevich, Dublin City University, Ireland (meskevich@computing.dcu.ie)

Gareth Jones, Dublin City University, Ireland (Gareth.Jones@computing.dcu.ie)

Roeland Ordelman, University of Twente and Netherlands Institute for Sound & Vision, a.k.a. Beeld & Geluid, Netherlands (ordelman@ewi.utwente.nl)

NON-EXCLUSIVE LICENSE AGREEMENT

between

the British Broadcasting Corporation

and

A N A G R E E M E N T made the ____ day of _____ 2013

B E T W E E N:

1. **British Broadcasting Corporation**, a public body corporate, of Broadcasting House, Portland Place, London W1A 1AA, United Kingdom ("**the Licensor**")
2. _____ with registered address at _____, ("**Participant**");

with the BBC and the Participant collective referred to as "**the Parties**".

1. WHEREAS:

- (A) The Licensor has developed and is the beneficial owner of certain programme material including certain video and audio content and related metadata; and
- (B) The Participant is participating in the MediaEval project to evaluate different aspects and related approaches to accessing audio visual content and related metadata, and the Participant wishes to receive and use such collection of BBC programme material for research purposes as part of the MediaEval project.

NOW IT IS HEREBY AGREED as follows:

2. GRANT OF RIGHTS

- 2.1 The BBC hereby grants a non-exclusive and limited license to the Participant to use portions of the video and audio collection of programme material, accompanying metadata, subtitles and documentation on metadata structure and taxonomy as further described in Schedule 1 of this Licence (the "**BBC Programming**") for the sole and exclusive purpose of conducting research and development tasks as part of the MediaEval project (the "**MediaEval Project**").



- 2.2 The BBC Programming will be provided to the Participant at the BBC's sole discretion. Such BBC Programming will be made available to the Participant by University of Twente as data distributor for the MediaEval Project.
- 2.3 The licence granted in Clause 2.1 is limited as follows:
- (a) Representative still images, text from video and speech audio, results of data analysis, and summaries and interpretation of the content may be derived from the BBC Programming by the Participant for use within the MediaEval Project (the "**Derived Data**") provided that it is not possible to reconstruct the BBC Programming from the Derived Data or any other derived images, text, analyses, summaries or interpretations. Any trained models created wholly or in part from the BBC Programming shall not enable reconstruction of the BBC Programming.
 - (b) All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in the BBC Programming shall remain vested in the BBC or its licensors.

3. Use of BBC Programming

- 3.1 The BBC Programming may only be used by the Participant for research and development within the MediaEval Project.
- 3.2 Small video, audio, and metadata excerpts of BBC Programming or small numbers of derived still images from this pre-agreed BBC Programming may be:
- (i) displayed to third-parties as part of publication in a scientific or technical context;
 - (ii) used for technical conferences; and/or
 - (ii) used for evaluation of the Derived Data using Amazon Mechanical Turk or the Crowdflower crowdsourcing platform;

provided that such display and/or use is solely for the purpose of describing the research and development work of the MediaEval Project. The Participant will provided copies of such publications and/or conference materials to the BBC.

No other public display of the BBC Programming shall be made by the Participant without the prior written permission of the BBC. For the avoidance of doubt, no publication of BBC Programming other than as specified in this Clause 3.2 shall be made on webpages or other internet media without the expressed written permission of the BBC.

- 3.3 Any use of the BBC Programming within the context of this Clause 3.2 shall include the following acknowledgement:

“Programme material © BBC”

3.3 The BBC will supply the BBC Programming to the Participant in good faith for the purposes of the MediaEval Project but the Participant acknowledges the BBC is making the BBC Programming available on an ‘as is’ basis only.

4. License Fee

No license fee shall be due to the BBC pursuant to this licence. Each of the Parties shall bear their own costs associated with the Licence.

5. BBC Monitoring and Usage Right

5.1 The Participant shall provide the BBC with reasonable access to the Participant’s MediEval Project work in order to monitor the use of the BBC Programming within the terms of this Licence.

5.2 The Participant shall provide the BBC with the Participant’s manually-acquired “ground truth” and metadata, and any Derived Data that the Participant provides to the other MediaEval participants under the terms of the MediaEval Project; and the Participant grants the BBC a non-exclusive, royalty-free licence to use such information for the purpose of the review of the MediaEval Project work and for BBC public service activities and research.

6. Duration and Termination

6.1 This Licence shall come into force as of the date of this Licence and shall continue in full force and effect for a period of five (5) years from the date of this Licence or unless terminated early by (i) the completion of the MediaEval Project; or (ii) pursuant to Clauses 6.2, 6.3, 6.4 and 6.5.

6.2 If the Participant is in breach of any of its obligations under this Licence, and fails to remedy such breach (if remediable) within thirty (30) days of notice in writing requiring such remedy, the BBC may give written notice to the Participant of immediate termination of this Licence and the Participant shall immediately cease use of the BBC Programming.

6.3 Each of the Parties have a right to terminate its involvement and rights under this Licence for any reason upon 60 days written notice to the other Party.

6.4 The Parties agree that should the BBC require certain parts of the BBC Programming be removed from use in the MediaEval Project, due to BBC editorial, legal or related reasons, the BBC will provide the Participant with notice in writing and the Participant will immediately



cease using such BBC Programming and removed such BBC Programming from the Participant's databases.

6.5 The BBC reserves its rights not to make available the BBC Programming, or a certain portion thereof, if in the BBC's reasonable opinion and in accordance with BBC Editorial Guidelines, published on <http://www.bbc.co.uk/editorialguidelines/guidelines/> (the "**BBC Editorial Guidelines**"), there may be damage to the BBC's reputation.

6.6 In the event of termination of this Licence for any reason, the Participant shall cease to make any use of the BBC Programming and that Participant shall return promptly to the BBC the BBC Programming together with all copies of confidential information that may have been provided in relation to this License.

7 ASSIGNMENT

The Participant shall not purport to assign, mortgage, charge or make over this Licence (or any part of) without the prior express written consent of the BBC.

8 VALIDITY

If any provision of this Licence is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Licence had been executed with the invalid, illegal or unenforceable provision eliminated.

9 WAIVER and VARIATION

No indulgence by the Parties in enforcing any of the terms and conditions of this Licence or the granting of time shall prejudice or restrict the rights of that Party in respect of any other breach. No amendment to this Licence shall be effective unless it is in writing, is dated and is signed by duly authorised persons on behalf of each of the Parties.

10 NOTICES

Any notice to be given shall be given by personal delivery, registered post or fax to the address of the relevant Party set out in this Licence or to such other address as such Party may have notified to the other Party in writing.

11 FORCE MAJEURE

No Party shall be liable to the other for any delay or non-performance of its obligations under this Licence arising from any cause or causes beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. Any failure by the BBC to perform its obligations shall, to the extent that it is

caused by the revocation (otherwise than by reason of any non-observance or non-performance by the BBC of any of the conditions of the Royal Charter) or expiry or amendment of the Royal Charter or the terms of any instrument replacing or extending the Royal Charter, be deemed to have been caused by an event of force majeure. If an event of force majeure occurs such that this Licence cannot be performed for a continuous period of at least three (3) months or an aggregate period of at least three (3) months in any calendar year, then at the end of such three (3) months period any of the parties shall be entitled to terminate this Licence on not less than three (3) months' notice to the others provided that any such notice shall be ineffective if prior to its expiry the event giving rise to it ceases to occur.

12 RIGHTS OF THIRD PARTIES

No term of this Licence shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

13 ENTIRE AGREEMENT

Without prejudice to the rights of either party in respect of actions relating to fraudulent misrepresentation, this Licence and any documents referred to in it constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter.

14 LAW AND JURISDICTION

This Licence shall be governed by and construed in accordance with the Laws of England.

AS WITNESS the hands of the duly authorised representative of the Parties the day and year first above written

<p>For and on behalf of the BBC</p> <p>_____</p> <p>Name: Title: BBC Research & Development</p>	<p>For and on behalf of the Participant</p> <p>_____</p> <p>Name: Title:</p>
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SCHEDULE 1

Description of BBC Programming Material

The following description of the BBC Programming material to the provided:

1. The BBC programme content, metadata and subtitles as listed in the following text document:

BBCprogrammesForMediaEval.txt

2. Documentation on metadata structure and taxonomy as in the following pdf files:

classification_manual.pdf, infaxDataStructure.pdf, GenreStructure.pdf

3. Further BBC Programming that may be provided by the BBC at its sole discretion and as documented by the Parties.