

ACADEMIC DATASET LICENSE AGREEMENT

To be filled, printed, signed, scanned, and e-mailed to:

Profⁿ in Dr. Hanna Drimalla, Bielefeld University, Germany
drimalla@techfak.uni-bielefeld.de

Agreement for Using the Challenging Heart Rate and Illumination (CHILL) Dataset

This Agreement is entered into between:

Bielefeld University

Represented by the Chancellor,
Universitätsstr. 25, 33615 Bielefeld Germany

for its head of the research group “Human-Centred Artificial Intelligence”, Profⁿ in Dr. Hanna Drimalla,
(*hereinafter referred to as “LICENSOR”*)

and

Institution:

Legal Representative:

Address:

E-Mail:

Telephone:

(*hereinafter referred to as “LICENSEE”*)

PREAMBLE

LICENSOR has developed and maintains a valuable research dataset known as CHILL, containing preprocessed facial video frames and corresponding raw heart rate labels intended for research on remote Photoplethysmography (rPPG) and heart rate estimation. LICENSEE, an academic institution, desires to obtain access to said dataset for its legitimate non-commercial academic research purposes. Both parties wish to establish clear terms governing the access to, the use, and protection of this valuable research resource.

In consideration of the mutual covenants contained herein, the parties agree as follows:

GRANT OF LICENSE

LICENSOR hereby grants to LICENSEE as an academic institution a limited, royalty-free, non-exclusive, non-transferable, revocable license to access and use the dataset solely for non-commercial academic research and

educational purposes as specified below as RESEARCH PROJECT. This license is personal to the LICENSEE and may not be assigned, sublicensed, or transferred without the express prior written consent of LICENSOR. Any changes to the RESEARCH PROJECT, including the research questions, must be notified to the LICENSOR without delay and require the prior written consent of the LICENSOR.

The LICENSEE acknowledges that this Agreement must be executed by an authorized signatory, who shall assume full responsibility for compliance with all terms and conditions herein. Upon approval, access credentials will be provided exclusively to the PRINCIPAL RESEARCHER's and further LICENSEE RESEARCHERS' e-mail address as specified in below.

PERMITTED AND PROHIBITED USES

Academic Use Only. The dataset may be used exclusively for non-commercial academic research, educational instruction, and scholarly publication as specified below as RESEARCH PROJECT. LICENSEE may incorporate the dataset into research projects, dissertations, academic papers, and educational materials provided such use complies with all terms of this agreement.

Ban on Deanonimization. LICENSEE undertakes to refrain from any action that is intended to lead to the re-identification of study participants (in terms of data protection law: data subjects) or to de-anonymise the anonymised individual statistical data contained in the data, for example by adding corresponding additional information. If, despite the existing assumption that de-anonymisation of the data provided is not possible in the present form, anonymised individual statistical data is de-anonymised by the data recipient in the course of using the data, even if this is not done purposefully, the data recipient must keep this individual statistical data secret and inform the data providers immediately and without delay of the possibility of de-anonymisation and the circumstances thereof.

Commercial Restrictions. LICENSEE expressly agrees that the dataset shall not be used, directly or indirectly, for any commercial purpose. Prohibited uses include, without limitation: development or testing of commercial products or services; creation of commercial datasets or derivative works; military or surveillance applications; governmental systems deployed in public spaces; or any activity intended to generate revenue or commercial advantage.

Distribution Limitations. LICENSEE shall not distribute, share, or provide access to the dataset or any portion thereof to third parties. Limited excerpts may be included in academic publications or presentations solely for illustrative purposes, provided proper attribution is maintained and such use does not compromise the dataset's integrity or LICENSOR's rights.

INTELLECTUAL PROPERTY AND ATTRIBUTION

All rights, title, and interest in the dataset remain exclusively with LICENSOR. This Agreement conveys only the limited usage rights explicitly described herein and does not transfer any ownership interest or intellectual property rights to LICENSEE.

Any publication, presentation, thesis, or other academic work utilizing this dataset must include proper citation as follows:

Acharya, B., Saakyan, W., Hammer, B., Drimalla, H. (2025). Generalization of Video-Based Heart Rate Estimation Methods To Low Illumination and Elevated Heart Rates. arXiv preprint arXiv:2503.11697.

Derivative works, including but not limited to trained models, algorithms, or systems developed using the dataset, are subject to the same restrictions as the original dataset and may only be used for non-commercial academic purposes.

LICENSEE'S RESEARCHERS

LICENSEE may authorize up to four of its researchers to access and use the dataset under this Agreement. LICENSEE shall ensure that such individuals comply with the terms and conditions of this Agreement and use the dataset only for the RESEARCH PROJECT. Such individuals must be specifically named below and work under the direct supervision and responsibility of the PRINCIPAL RESEARCHER. The PRINCIPAL RESEARCHER must hold a permanent academic position at the LICENSEE:

1. LICENSEE RESEARCHER/ PRINCIPAL RESEARCHER

Name: **Email:**

2. LICENSEE RESEARCHER

Name: **Email:**

3. LICENSEE RESEARCHER

Name: **Email:**

4. LICENSEE RESEARCHER

Name: **Email:**

RESEARCH PROJECT

The RESEARCH PROJECT, for which the LICENSEE herewith requests access to the dataset, is specified as follows:

Project Title:

Project Description:

.....

.....

Expected Completion:

TERM AND TERMINATION

This Agreement shall commence upon execution and continue until the earlier of (i) the end of the RESEARCH PROJECT or (ii) terminated by either party for good cause. This agreement may be terminated immediately for good cause, in particular, if LICENSEE and/or a LICENSEE RESEARCHER violates a fundamental obligation under this Agreement. Upon termination, LICENSEE and LICENSEE RESEARCHERS shall cease all use of the dataset and destroy all copies in their possession or control.

WARRANTIES AND LIABILITY

The dataset is provided "AS IS" without warranty of any kind. LICENSOR makes no representations regarding the accuracy, completeness, or fitness for any particular purpose. In regard of the dataset provided, LICENSOR shall be liable only for damages resulting from LICENSOR's willful misconduct or gross negligence.

GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to conflict of law principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Bielefeld.

Entire Agreement. This document constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof. No modification shall be effective unless in writing and signed by both parties. In the event of differences of opinion regarding the scope and content of the license granted by this Agreement, the LICENSOR shall decide.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

ACKNOWLEDGMENT AND EXECUTION

By signing below, LICENSEE acknowledges having read, understood, and agreed to be bound by all terms and conditions of this Academic Dataset License Agreement.

Signature:

Date:

Name:

Title:

Institution:

This agreement represents a binding legal commitment. Please review carefully and consult with your institution's legal counsel if necessary before execution.