

## Coversheet for BBC Usage Agreement

Needed for Participation in the TRECVID 2015 Video Hyperlinking Task

**Please fill out the BBC agreement on the following pages, sign it, scan and send it to:**

- **Roeland Ordelman** (roeland.ordelman@utwente.nl),
- **Maria Eskevich** (maria.eskevich@eurecom.fr) on cc,
- **Robin Aly** (r.aly@ewi.utwente.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.**

**IMPORTANT:** The person that signs that agreement needs to be authorized for your organization! For example, the head of your research group. BBC will reject the form if the signatory cannot be identified properly.

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

If you have questions, please contact your 2015 Video Hyperlinking Task Organizers:

Roeland Ordelman, University of Twente and Netherlands Institute for Sound & Vision, a.k.a. Beeld & Geluid, Netherlands (roeland.ordelman@utwente.nl)  
Maria Eskevich, EURECOM, France (maria.eskevich@eurecom.fr)  
Robin Aly, University of Twente, Netherlands (r.aly@ewi.utwente.nl)  
Gareth Jones, Dublin City University, Ireland (Gareth.Jones@computing.dcu.ie)  
Benoit Huet, EURECOM, France (benoit.huet@eurecom.fr)



**NON-EXCLUSIVE LICENCE AGREEMENT**

**between**

**the British Broadcasting Corporation**

**and**

\_\_\_\_\_

**AN AGREEMENT** which shall take effect from \_\_\_ day of \_\_\_\_\_ (the “**Effective Date**”)

**BETWEEN:**

1. **BRITISH BROADCASTING CORPORATION**, a public body corporate, with registered address at Broadcasting House, Portland Place, London, W1A 1AA (the “**BBC**”); and

2. \_\_\_\_\_ (name or organisation) with registered address at \_\_\_\_\_ (the “**Participant**”),

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

1. **WHEREAS:**

(A) The BBC has developed and is the beneficial owner of certain content material more specifically set out in this Agreement that includes image content, metadata and related materials;

(B) The Participant is participating in research on video content understanding and management as part of the Video Hyperlinking Benchmark Evaluations (the “**Evaluations Project**”) in the context of TrecVid project ref: <http://www-nlpir.nist.gov/projects/tv2015/tv2015.html> (the “**TRECVID Project**”); and/or the MediaEval project ref: <http://www.multimediaeval.org/mediaeval2015/>; (the “**MediaEval Project**”)

(C) The BBC wishes to share and the Participant wishes to receive and use such content and related materials as part of the Participant’s work on the Evaluations Project.

**NOW IT IS HEREBY AGREED** as follows:

2. **GRANT OF RIGHTS**

2.1 The BBC hereby grants a non-exclusive, non-transferable, limited licence to the Participant to use portions of the video and audio collection of programme material, accompanying metadata, subtitles or other data as further described in Schedule 1 of this Licence (the “**BBC Content**”) for the sole and exclusive purpose of conducting research and development tasks as part of the Participant’s work on the Evaluations Project.



2.2 The BBC Content 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 Evaluations Project.

2.3 The licence granted in **Clause 2.1** is limited as follows:

- (a) All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in the BBC Content shall remain vested in the BBC or its licensors; and
- (b) The Participant does not have the right to reproduce or transmit the BBC Content except as explicitly set out within this Agreement.

### 3. Use of BBC Content

3.1 The BBC Content may only be used by the Participant for research purposes under the Evaluations Project. For the avoidance of doubt, no commercial use or exploitation of the BBC Content is allowed under this Licence.

3.2 A limited number of still images from pre-agreed BBC Content may be used by the Participant:

- (i) for display displayed to third-parties as part of publication and/or demonstration in a scientific or technical context; or
- (ii) used for technical conferences,

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

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

3.4 All copyright, trademarks, design rights and other intellectual property rights (registered and unregistered) in the BBC Content shall remain vested in the BBC and/or respective third parties. Any use of the BBC Content within the context of **Clause 3.2** shall include the following acknowledgement:

"Programme material © BBC".

3.5 The BBC will supply the BBC Content to the Participant in good faith for the purposes of this Licence but the Participant acknowledges that the BBC is making the BBC Content available on an '**as is**' basis only with no representations or warranties.

### 4. Licence Fee

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



## **5. BBC Monitoring and Usage Right**

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

## **6. Duration and Termination**

6.1 This Licence shall come into force as of the Effective Date of this Licence and shall continue in full force and effect for a period of twenty-four (24) months from the Effective Date of this Licence or unless terminated early 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 fourteen (14) calendar 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 Content.

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

6.4 The Parties agree that should the BBC require, at BBC sole discretion, that certain parts of the BBC Content be removed from use by the Participant and/or the Evaluations Project, due to BBC editorial, legal or any other reason, the BBC will provide the Participant with notice in writing and the Participant will immediately cease using such BBC Content and remove such BBC Content from the Participant's databases.

6.5 The BBC reserves its rights not to make available the BBC Content, 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 Content and the Participant shall return promptly to the BBC the BBC Content together with all copies of confidential information that may have been provided in relation to this Licence.

## **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. Any such notice shall be deemed to have been served at the time of delivery. For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by email.

**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) month period, either of the Parties shall be entitled to terminate this Licence on not less than three (3) months' notice to the other Party 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 constitute 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, and each Party submits to the exclusive jurisdiction of the English courts.



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

<b>For and on behalf of the BBC</b>	<b>For and on behalf of the Participant</b>
<hr/> <p>Name: Title: BBC Research &amp; Development Date:</p>	<hr/> <p>Name: Title/Role at Organisation: Date:</p>



## **SCHEDULE 1**

### **BBC Content Material**

The following description of the BBC Content material to be provided:

1. BBC programme content, metadata and subtitles consisting of BBC produced programmes broadcast on BBC1, BBC2, BBC3 and BBC4 between 20 May 2008 and 31 July 2008; and held on the University of Twente's secure servers as an "access data set".
2. Documentation on metadata in the BBC programming content.
3. Any additional BBC programme content, metadata and subtitles that the BBC may provide for the Participants' use for the Evaluations Project and as part of the MediaEval Project and/or the TRECVID Project.