AffectNet Academic Use License

This is an agreement between the **University of Denver (DU)** and

Lead Researcher: [   ]

Organization: [   ]

Position: ☐ Professor ☐ Lecturer ☐ Head of Department
☐ Other: [   ]

Permitted Researchers:

Name	Email Address

NOTE: Academic trainees—including students, trainees, supervisees, and others who are supervised by, trained by, or report to a faculty member, professor, or other academic principal—are *NOT* permitted to request AffectNet on their own behalf. Trainees are to have their academic supervisor, mentor, professor, or other such individual request access to AffectNet on their behalf.

AGREEMENT

The Lead Researcher has requested permission to use the AffectNet dataset, created at and owned by the University of Denver. In exchange for such permission, Researcher hereby agrees to the following terms and conditions:

1. Lead Researcher assumes all responsibilities for the correct handling of the dataset and guarantees that all national protocols and laws will be followed.

2. Lead Researcher and all Permitted Researchers shall use the dataset only for non-commercial research and educational purposes.

3. Lead Researcher accepts full responsibility for Lead Researcher's and for Permitted Researchers' use of the dataset and shall defend and indemnify the University of Denver, including its employees, trustees, officers, and agents, against any and all claims arising from Researcher's use of the dataset, including but not limited to Lead Researcher's and Permitted Researchers' use of any copies of copyrighted images that Lead Researcher or Permitted Researchers may create from the dataset.

4. Lead Researcher shall not permit the dataset to be provided either partially or as a whole to third parties, except as provided for by 11 herein.

5. Lead Researcher will obtain IRB approval, where applicable, at Lead Researcher's home institution for any use of the dataset.

6. All copies of this dataset will ONLY be stored in computers at Lead Researcher's institution (as provided to the University of Denver at the time that Lead Researcher first agreed to these terms and conditions).

7. The University of Denver reserves the right to terminate Lead Researcher's and all Permitted Researchers' access to the dataset at any time.

8. Lead Researcher and Permitted Researchers accept and acknowledge that the University of Denver MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE DATASET, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

9. If Lead Researcher is employed by or is a vendor or contractor of a for-profit, commercial entity, then Lead Researcher acknowledges that Lead Researcher and Lead Researcher's employer shall be each bound, upon agreement, by the terms of a commercial license agreement that will be provided for to Lead Researcher for Lead Researcher's and employer review. If a Permitted Researcher is employed by or is a vendor or contractor for a for-profit, commercial entity other than the employer of the Lead Researcher, then the Permitted Researcher MUST independently request access to AffectNet as Lead Researcher.

10. The laws of the State of Colorado shall apply to all disputes arising under this agreement.

11. If Lead Researcher accepts these terms and conditions on behalf of one or more student(s), trainee(s), mentee(s), supervisee(s), or other such individual(s) ("trainee(s)"—for the purposes of this agreement, trainees *may not* accept these terms and conditions in the role of Lead Researcher) then Lead Researcher hereby represents that Lead Researcher (a) accepts all responsibility for Lead Researcher's trainee's(s') use of the dataset, (b) shall hold trainee(s) responsible for all elements of these terms and conditions, and (c) shall have trainee(s) sign these terms and conditions, and (d) shall list trainee(s) as Permitted Researchers (above) or otherwise provide such information to the University of Denver in the instance that Lead Researcher provides future trainee(s) with access to AffectNet.

12. All submitted or published papers (or any publicly available text) that use the compound or partial images of the database must cite the following paper:

Ali Mollahosseini, Behzad Hasani and Mohammad H. Mahoor, "AffectNet: A Database for Facial Expression, Valence, and Arousal Computing in the Wild," in *IEEE Transactions on Affective Computing*, vol. 10, no. 1, pp. 18-31, 1 Jan.-March 2019, doi: 10.1109/TAFFC.2017.2740923.'

By my signature, below, I indicate that I have read, understand, agree with, and intend to be bound by these terms, and that I have the authority to execute this agreement.

Lead Researcher Signature: _____

(PRINT and sign IN INK; wet signature required)

Lead Researcher Name:

Lead Researcher E-mail:

Lead Researcher Web-page:

Date Signed: