

General Conditions of Use for the STVD database

[Date of GCUs or latest update of GCUs]

The purpose of these General Conditions of Use (“GCUs”) is to define the terms and conditions under which the University of Tours (hereinafter “UT”) grants you access to one or more of the Collections (hereinafter defined) in its STVD database (hereinafter defined).

Accessing the STVD database by downloading all or part of its Collections means that you have accepted these GCUs.

The applicable GCUs are those available online on the day you download the Collection(s) to which you requested access.

The UT reserves the right to modify or update the GCUs, unilaterally and at any time, particularly in order to accommodate any statutory, regulatory, editorial or technical developments.

Users shall be informed of any modifications to the GCUs.

Article 1: Definitions

Words or expressions contained within these GCUs, both singular and plural, that begin with a capital letter shall have the following meanings:

"STVD database": refers to the digital STVD database developed by the UT exclusively for the purpose of research within the fields of artificial intelligence, and in particular for computer vision, natural language processing and operational research. The STVD database contains information such as video, audio, text and metadata, organised in the form of files and a folder structure with an index listing file usernames and timestamps and various information relating to their content. The STVD database comprises online documentation and includes a set of Collections.

"Collection(s)": refers to a sub-structure of the STVD database, with independent access and a specific objective and purpose. The STVD database consists of the three following Collections:

"Collection 1": PVCD (Partial Video Copy Detection)

"Collection 2": PMS (Parallel Machine Scheduling)

“Collection 3”: FC (Fact-Checking)

“User(s)”: refers to anyone accessing one or more Collections.

Article 2: Purpose of the STVD database and its Collections

The STVD database is a research tool developed and offered by the UT, for the development, testing and evaluation of research and analysis tools, strictly within the context of scientific research. The STVD database has been designed exclusively for research purposes, to allow researchers to evaluate their work in fields involving artificial intelligence.

The STVD database consists of extracts from works, the intellectual property rights for which are held by third parties. The STVD database was not designed as a means of identifying extracts from works obtained via recordings, since digitisation and the processing of extracts from works forms an integral part of the process of incorporating them into the STVD database. Extracts from works may only be used for research purposes.

Collection 1 - PVCD was designed for evaluating the methods of partial video copy detection within the field of computer vision.

Collection 2 - PMS was designed for evaluating parallel machine scheduling methods for video recording.

Collection 3 - FC was designed for the multimodal analysis of video, audio and textual data for analytical and fact-checking purposes within data journalism.

Article 3: Accessing the STVD database

Requesting access to the STVD database requires the User’s acceptance of these GCUs.

The STVD database is exclusively reserved for public and private researchers. The STVD may only be used for research purposes that are directly related to the STVD database’s subject-matter.

Your request to access one or more Collections will be sent to the UT for consideration. Your request must specify which Collection(s) you wish to access and be accompanied by proof that such access is relevant to your subjects of research.

Following the UT's validation of your request, you will receive confirmation via an email containing the information required for accessing and using the STVD database Collection(s) to which you have requested access. This information will include the online documentation's address, along with the archive files' addresses and the codes required to unlock them.

Users undertake to delete the Collection(s) they have downloaded, as well as any copies they may have made:

- in the event of their abandoning the subject of research which justified their access to the STVD database;
- at the UT's request, and within (30) days of its making such a request, in the event that modifications to the GCUs require this or, in particular, to accommodate any statutory or regulatory developments.

Article 4: Using the STVD database

The UT grants Users the free and non-exclusive right to access, consult and use the STVD database, exclusively for the purpose of research within the fields of artificial intelligence.

Any use of the STVD database for commercial purposes is strictly prohibited. In particular, Users are to refrain from offering services providing direct or indirect remuneration through the use of the STVD database.

Under these GCUs, Users are to refrain from any illegal, illicit or unauthorised use of the STVD database.

Users have the right to make copies of the STVD database solely when this is necessary for the purposes of their research, and for their own internal requirements.

Users have the right to modify the STVD database and create digital databases derived from the STVD database, or composite digital databases, by cross-referencing the STVD database with user information. However, Users are to refrain from disclosing, communicating or providing third-party access to the STVD database, either in its original form or in the form of copies or derivative or composite forms. Users shall take all necessary measures (encryption, passwords, etc.) to protect the STVD database against hacking.

In accordance with the relevant legislation, Users are entitled to reproduce extracts from the STVD database on paper and via digital media, in the form of studies, tables and diagrams, exclusively for use in scientific publications.

Under the terms specified in the online documentation, Users undertake to mention the STVD database as a source in all publications documentation.

Users are exclusively responsible for assessing the STVD database's compatibility with their logical and material tools.

The UT undertakes to include online documentation with the STVD database.

Article 5: Intellectual property

The STVD database and all the audio-visual, sound, textual, etc. content included within it are protected by law and in particular by the provisions of the French Intellectual Property Code.

All rights as regards the STVD database and its Collections are strictly reserved. Users do not acquire any intellectual property rights as a result of using any of this information.

Article 6: Guarantees / Responsibilities

6.1 The University of Tours' responsibility

The STVD database and its set of Collections are provided "as is". Users understand that these are research tools.

The UT guarantees that the data provided is consistent with the data used for its own purposes. However, despite its efforts to verify the STVD database's reliability, the UT is unable to guarantee that the data is correct, up to date, coherent and complete, and in particular that the data is free from inaccuracy and errors. Neither does the UT guarantee that defects found will be corrected. The UT does not provide Users with any personal assistance.

It is expressly agreed that the UT shall not be held liable for a User's use, in any form whatsoever, of the STVD database.

In general, the UT shall not under any circumstances be held liable for any direct or indirect damage resulting from the downloading, or any kind of malfunction, of the STVD database, and/or arising from the use or unavailability of the STVD database.

6.2 Users' responsibility

Users are solely responsible for their downloading and use of one or more of the STVD database's Collections, and do so at their own risk.

Users are responsible for taking all appropriate measures to protect their own data and/or information and/or equipment against any breaches, hijacking, hacking, viruses, malware or intrusions.

Users are solely responsible for the use they make of the STVD database, including any illicit, non-compliant or unauthorised use.

Article 7: Personal data

Users are informed that personal data is collected by the UT in connection with access to the STVD database.

Access requests and agreements for the use of the STVD database involve the collection of the following data:

- surname,
- first name,
- email address,
- business address.

The UT is responsible for the processing of personal data used to identify the STVD database's Users, ensure that they meet the access conditions, send Users any information relating to modifications of these GCUs and ensure that Users accept these GCUs.

This data is stored for the period strictly required for the achievement of the above-mentioned purposes.

All Users have the option of withdrawing their consent at any time; it should be noted that withdrawals of consent cannot be applied retrospectively to processing that has already been completed.

Users have the right to access, rectify and delete information that concerns them. Such rights may be exercised by sending a letter or an email to:

Université de Tours
Direction des affaires juridiques et du patrimoine
60, rue du Plat d'Étain
37020 Tours Cedex 1
dpo@univ-tours.fr

Lastly, Users have the right to lodge a complaint with the *Commission Nationale de l'Informatique et des Libertés* (French Data Protection Authority, CNIL).

Article 8: Applicable legislation – resolution of disputes

The GCUs are subject to French law.

Two versions of the GCUs are available, namely in French and in English. However, in the event of any difficulties in their interpretation, the French version shall take precedence.

In the event of problems relating to the interpretation, validity or execution of the GCUs, Users and the UT shall endeavour to resolve their disputes amicably.

Where there is persistent disagreement, after a period of three months and at the request of the most diligent Party, disputes shall be referred to the competent French courts.

Agreement for the use of the STVD database

Access to the STVD database, owned by the University of Tours, is granted to the following User:

Last name: _____

First name: _____

Organisation: _____

Address: _____

Email: _____

This access particularly concerns the following Collection(s)

- Collection 1: PVCD (Partial Video Copy Detection)
- Collection 2: PMS (Parallel Machine Scheduling)
- Collection 3: FC (Fact-Checking)

Prior to signing this document, the User was provided with the Conditions of Use and technical specifications regarding the data to which access is granted.

Place of signature _____ on _____

Signature