

Data Use Agreement

This Data Use Agreement, effective as of _____ (“Effective Date”), is entered into by and between _____ (“Recipient”) and Tsinghua University (THU) Multimedia Signal and Intelligent Information Processing (MSIIP) Lab. The purpose of this Agreement is to provide Recipient with access to the 1st SpeechWellness Challenge (SpeechWellness-1) Dataset for use in the 1st SpeechWellness Challenge in accord with applicable law or regulations.

1. Responsibilities and Restrictions of Recipient.

- a. Recipient shall use the SpeechWellness-1 only as permitted by this Agreement or as required by law;
- b. Recipient shall use the data solely for challenge purposes, with strict prohibitions on redistribution or any other use.
- c. Recipient agrees to retain control over the data and shall not disclose, transfer, sell, or otherwise grant access to the data to any third party, without the prior written consent of THU MSIIP Lab. Recipient is responsible for establishing appropriate administrative, technical, and physical controls to prevent unauthorized use of or access to the data.
- d. Recipient MUST refrain from attempting to identify or contact any individuals who are data subjects.
- e. Any findings must be reported with the utmost care to ensure that no harm, stigma, or unintended consequences arise from the research. Recipient is expected to prioritize the well-being of the individuals represented in the data by avoiding conclusions or interpretations that may inadvertently lead to their identification or negatively impact their communities.
- f. Report to THU MSIIP Lab any use or disclosure of the SpeechWellness-1 of which it becomes aware that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in SpeechWellness-1;
- g. Require any of its subcontractors or agents that receive or have access to SpeechWellness-1 to agree to the same restrictions and conditions on the use and/or disclosure of SpeechWellness-1 that apply to Recipient under this Agreement;
- h. Recipient shall provide proper citation to THU MSIIP Lab as the source of SpeechWellness-1 in Recipient publications, presentations or other public dissemination of work utilizing the Dataset.

2. Permitted Uses of SpeechWellness-1. Recipient may use the SpeechWellness-1 **only for the Research** described in this Agreement or as required by law.

3. Disclaimer of Warranties.

- a. SpeechWellness-1 is provided "as is" and "as available" without warranties of any kind, express or implied, including, but not limited to, non-infringement, merchantability, and fitness for a particular purpose, and any implied warranties of any performance or use in trade process, all of which are explicitly rejected.
- b. Without limiting the foregoing, THU MSIIP Lab does not warrant that: (A) the SpeechWellness-1 is accurate, complete, reliable or correct; (B) the dataset files will be secure; (C) the dataset will be available in any particular (D) any defects or errors will be corrected; (E) the dataset and accompanying documents are free of viruses or other harmful components; or (F) the results of using the dataset will satisfy the recipient's requirements. Use of the data set by the recipient is entirely at the recipient's own risk.

4. Limitation of Liability

In no event shall THU MSIIP Lab be liable to the recipient of (A) any direct damages, or (B) any loss of profits or special, Any form of indirect, incidental, punitive or consequential damages

5. Term and Termination.

- a. Term. The term of this Agreement shall commence as of the Effective Date and terminate 5 years from Effective Date. Should the Recipient desire to keep the SpeechWellness-1 for a longer period, a justification in writing should be made to the THU MSIIP Lab.
- b. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the THU MSIIP Lab and returning or destroying SpeechWellness-1.
- c. Termination by THU MSIIP Lab. THU MSIIP Lab may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.
- d. For Breach. THU MSIIP Lab shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. THU MSIIP Lab shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by THU MSIIP Lab. Recipient shall discontinue the use of the dataset and shall return to THU all copies of the Data Set and any embodiments of the data stored in or on an electronic or similar medium or other peripheral device.

6. Miscellaneous.

- a. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 6.
- b. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. Indemnification. Recipient will indemnify and hold THU MSIIP harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from (i) Recipient's misuse of the Data Set, (ii) Recipient's violation of the terms of this Agreement; or (iii) infringement by Recipient or any third party of any intellectual property or other right of any person or entity contained in the Data Set. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

RECIPIENT

Name: _____

Email: _____

Institution: _____