

## Data Use Agreement (DUA)

This Data Use Agreement ("Agreement") is entered into as of the date of signature below by and between:

•

**Data Provider:** InclusiveVidPose Consortium ("Provider")

**Data Recipient:** \_\_\_\_\_ ("Recipient")

•

### 1. Purpose

The Provider has made available the InclusiveVidPose dataset (the "Dataset"), which consists of publicly-available YouTube URLs with pose annotations and anonymized metadata, for **non-commercial, ethical research purposes**. Recipient desires access to use the Dataset under the terms set forth herein.

### 2. IRB Compliance & Ethical Obligations

2.1. Recipient affirms that its use of the Dataset has been reviewed and approved (or deemed exempt) by its Institutional Review Board (IRB) or equivalent ethics committee, in accordance with all applicable human-subjects research regulations.

2.2. Recipient agrees to comply with the **Ethics Addendum** appended to this Agreement, including maintaining anonymization standards, prohibiting re-identification, and limiting use to non-commercial, ethical research.

### 3. Permitted Uses

3.1. Recipient may access, analyze, and incorporate the Dataset solely for non-commercial, research-oriented activities that advance the academic understanding and technical development of pose-estimation methods for individuals with limb deficiencies.

3.2. Recipient may generate derived data products (e.g., trained model weights, summary statistics) provided they do not reveal or facilitate re-identification of any individual.

### 4. Prohibited Uses

4.1. Recipient shall not distribute, publish, or otherwise disclose any portion of the Dataset in a form that could identify individuals, including raw video frames or un-anonymized metadata.

4.2. Recipient shall not use the Dataset for any commercial purpose, product development, or profit-driven activity without prior written consent from Provider.

4.3. Recipient shall not attempt to re-identify any person depicted in the Dataset or merge the Dataset with external datasets for deanonymization.

### 5. YouTube Terms & Channel Restrictions

5.1. Recipient acknowledges that all videos and frames are governed by YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and any content-owner-specific restrictions. Recipient assumes full responsibility for complying with those terms in any downloading, processing, or redistribution of video content.

## **6. Data Security & Confidentiality**

6.1. Recipient shall store and process the Dataset in secure, access-controlled environments, limiting access to authorized research personnel only.

6.2. Recipient shall promptly notify Provider of any security incident or unauthorized access affecting the Dataset.

## **7. Publication & Attribution**

7.1. Any publications, presentations, or reports resulting from Recipient's use of the Dataset must acknowledge Provider and cite:

InclusiveVidPose Consortium. *InclusiveVidPose: Bridging the Pose Estimation Gap for Individuals with Limb Deficiencies in Videos*. CC BY-NC-SA 4.0 License.

## **8. Termination**

8.1. Provider may terminate this Agreement and revoke Recipient's access to the Dataset if Recipient materially breaches any term of this Agreement, including ethical or IRB obligations.

8.2. Upon termination, Recipient shall destroy or return all copies of the Dataset and certify such destruction in writing to Provider.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of your jurisdiction, without regard to conflicts-of-law principles.

**IN WITNESS WHEREOF**, the parties have executed this Data Use Agreement as of the date(s) set forth below:

Recipient (Institution/Individual)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affiliation/University: \_\_\_\_\_

Email: \_\_\_\_\_

## **Ethics Addendum**

By accessing, downloading, or using the **\*\*InclusiveVidPose\*\*** dataset (the “Dataset”), any downstream user (“You”) must agree to and abide by the following additional ethical obligations, which supplement the Dataset’s base license terms:

### **1. Anonymization Standards**

- 1.1. You shall apply and enforce the same face-and-identity blurring or masking procedures that were performed on the publicly released frames.
- 1.2. You may not distribute, publish, or otherwise reveal any video frames or metadata in a form that could identify any individual—minor or adult—either directly or by inference.

### **2. Prohibition on Re-Identification**

- 2.1. You shall not attempt, by any means, to re-identify any person depicted in the Dataset.
- 2.2. You shall not augment the Dataset with external data or use deanonymization algorithms to recover or expose personal identities.

### **3. Non-Commercial, Ethical Research Use Only**

- 3.1. You shall use the Dataset solely for non-commercial, research-oriented activities that comply with all applicable laws, institutional review board (IRB) approvals or exemptions, and recognized ethical norms for human-subjects research.
- 3.2. Any form of commercial exploitation, product development, or profit-driven application of the Dataset is expressly prohibited without the prior written consent of the Dataset’s custodians.

### **4. Breach and Remedies**

Violation of any provision in this Addendum constitutes a material breach of your rights to use the Dataset, and may result in immediate termination of your license and access privileges. The Dataset custodians reserve the right to pursue any and all available legal and equitable remedies in the event of non-compliance.

