

ASVspoof 2019 real PA DATABASE

USAGE AGREEMENT

Between:

EURECOM

Interest Economic Group

Having its registered office at: Campus SophiaTech, 450 route des Chappes, 06410 Biot, France

Represented by its Director, Mr Ulrich FINGER.

Referred to hereinafter as “**EURECOM**”

On one hand

and

Partner

.....
Organized and existing under the laws of

Having its principal place of business at

Represented by

Referred to hereinafter as the “Beneficiary”

On the other hand

Hereinafter, EURECOM and the Beneficiary are referred to collectively as the “Parties”.

As previously referred to that, EURECOM has developed a database of voices to develop better technology for human recognition and to investigate and improve the security of said technology to spoofing (hereafter “the Database”).

BENEFICIARY, having shown interest in using the Database for research and development work, both Parties agree on the following:

The Data Contacts are:

For EURECOM: Massimiliano Todisco

Email: massimiliano.todisco@eurecom.fr

For BENEFICIARY:

Email:

Article 1: PURPOSE

- 1.1- EURECOM provides access to its Database—as described in Appendix 1—to BENEFICIARY, who shall accept it.
- 1.2- By the present agreement, EURECOM grants the BENEFICIARY for the duration stated in article 3 a worldwide, non-commercial, non-exclusive, non-transferable right, with no right of sublicense, to access, use and process the Database **for internal research and development in biometric voice recognition and anti-spoofing purpose only.**

Under no circumstances, the Partner may grant access to the Database under this agreement to a third Party. And under no circumstances the Database should be used with the purpose of generating revenue (i.e. activities not related to, teaching, research or demonstration).

Article 2: RATE

The present license agreement is concluded without financial compensation.

Article 3: TERMS OF USE

BENEFICIARY hereby agrees to use the Database for the exclusive purpose of internal research and development purpose only (article 1.2).

The license agreement is granted only for one site whose address is the principal place of business of the BENEFICIARY.

The Database shall be exclusively used under the supervision of the Data Contact named on the cover page.

BENEFICIARY hereby undertakes to mention in full the name and origin of the Database in any publications or on any public document containing results obtained via the use of the Database.

BENEFICIARY agrees to inform EURECOM on the results of its experiments on simple request from EURECOM.

BENEFICIARY may only access, use and process the Database after this license agreement has been signed, dated and returned to EURECOM by following the instructions available on: <http://www.asvspoof.org/>.

Article 4: TERMINATION

4.1- Failure to observe the terms of use

In the event of a breach on the part of BENEFICIARY to observe the terms of use set forth in the present license agreement, EURECOM may terminate the agreement by right and without notice through registered mail with notice of delivery.

A certificate from BENEFICIARY confirming that the database will no longer be used shall immediately be returned to EURECOM's Data Contact as specified in cover page.

Notwithstanding the end of the license agreement, the Articles 3, 5,6,7,10 and 11 continue to apply.

4.2 – Duration and effective date

The Partner undertakes to erase the Database of its files at the latest on 36 months after the last date of signature of the present agreement (Effective Date).

Article 5: CONFIDENTIALITY

The BENEFICIARY expressly agrees to consider as confidential covered by intellectual property law or know-how belonging to EURECOM as well as all the information communicated to him.

The BENEFICIARY hereby undertakes to authorize access to the Database exclusively for the Data Contact as specified in cover page. The said Data Contact shall have been informed that the Database is covered by a clause of confidentiality and shall have undertaken to use the Database in accordance with this section.

The BENEFICIARY hereby undertakes to take all the necessary measures with regard to his personnel to ensure the confidentiality of the elements and information concerned by this section.

The obligation stipulated in this section, shall remain in force for a duration of 5 years following the end of this license agreement.

BENEFICIARY expressly agrees not to publish, nor disclose in any way the confidential scientific, technical or economic information that is the property of EURECOM, and which it may be access to while executing this contract without the written agreement of EURECOM.

Also, BENEFICIARY agrees to keep the terms of this license agreement confidential.

Article 6: INTELLECTUAL PROPERTY

This license agreement carries no transfer of industrial or intellectual property right to the Database which remains the exclusive property of EURECOM.

Article 7: DATA PROTECTION

All personal data transferred or forwarded by EURECOM to BENEFICIARY within the Database under this present license agreement shall be processed by BENEFICIARY exclusively for the purpose agreed in this agreement and only to the extent necessary to perform and fulfil its obligations hereunder. BENEFICIARY shall not use any personal data for any other purpose and shall not disclose, sell or otherwise make any personal data within the Database accessible to third parties without the explicit consent of EURECOM.

Personal Data relating to the staff and the Data Contact (names, titles, roles, email, phone) are collecting for the performance of this Agreement only.

Within the framework of this license agreement, EURECOM and BENEFICIARY are separate data controllers.

BENEFICIARY has been informed that people in Database may exercise their rights of access, rectification and deletion of data at any time.

In such circumstances, BENEFICIARY undertakes to correct or delete immediately the relating data.

BENEFICIARY warrants to EURECOM:

To only use or process personal data transferred to BENEFICIARY by EURECOM in accordance with instructions from EURECOM and only as necessary for the purpose for which it was collected or transferred as specified in Section 1-2;

That BENEFICIARY has implemented appropriate technical and organizational measures to protect any personal data within the Database against unauthorized or unlawful use and processing, and against accidental loss, destruction, damage, alteration, unauthorized access or disclosure;

That BENEFICIARY has taken reasonable measures to notify of the conditions set forth in the license agreement and ensure the reliability of, and compliance by, any employees who have access to any personal data within the Database.

To obtain prior written consent from EURECOM before transferring any personal data within the Database to another location than BENEFICIARY's registered seat or to a third party, including but not limited to BENEFICIARY's affiliates.

To complete and sign the contractual clauses (the "Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by EURECOM to BENEFICIARY of the personal data specified in Appendix 2.

Article 8: DISCLAIMER

The Database is delivered by EURECOM "as is" with no warranties, express or implied, including any warranty of merchantability, title, non-infringement or fitness for particular purpose.

Therefore, EURECOM shall in no way be held liable for lost profits, loss of use, or any incidental or consequential damages arising from the use of the Database.

Article 9: NO ASSIGNMENT OR TRANSFER OF THE DATABASE

The Database shall not in any way be provided to a third party without the prior express written consent of EURECOM.

Article 10: ATTRIBUTION OF JURISDICTION

The Parties agree that any litigation that may arise out of the interpretation and/or enforcement of this agreement shall fall under the jurisdiction of the Court of Grasse, France.

Article 11: GOVERNING LAW

This agreement shall be governed by the Law of France.

Article 12: MISCELLANEOUS

Any provision of this agreement that may become invalidated shall in no way affect the other provisions of this agreement.

Executed in....., on (date) in two copies.

EURECOM
Ulrich FINGER
Director



BENEFICIARY
Represented by:
Title:
Signature:

ANNEX 1 – Description of the Database

The Database ASVspooF 2019 real PA extends the simulated data used in the ASVspooF 2019 PA challenge with a real small set of audio files (2700) recorded and replayed in 3 different labs: EURECOM (France), University of Eastern Finland (Finland) and National Institute of Informatic (Japan).

This additional real speech laboratory audio could be used to validate the PA scenario of the the 3rd Automatic Speaker Verification Spoofing and Countermeasures Challenge, for short, ASVspooF 2019 (<http://www.asvspooF.org>) organized by Junichi Yamagishi, Massimiliano Todisco, Md Sahidullah, Héctor Delgado, Xin Wang, Nicholas Evans, Tomi Kinnunen, Kong Aik Lee, Ville Vestman, and Andreas Nautsch in 2019.

The ASVspooF challenge aims to encourage further progress through (i) the collection and distribution of a standard dataset with varying spoofing attacks implemented with multiple, diverse algorithms and (ii) a series of competitive evaluations for automatic speaker verification.

The database contains voice recordings and replayed with different replay devices.

Further details are available in README.PA.real.txt.

Data Subjects

The personal data transferred concern volunteer person.

Purposes of the transfer

The transfer is necessary for the following purposes: for internal research and development in biometric voice recognition and anti-spoofing purpose only.

Categories of data

The personal data transferred fall within the following categories of data: voice recordings.

Sensitive Data

The personal data transferred fall within the following categories of sensitive data: voice recordings.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients: only to the Data Contact as specified by the Beneficiary in the Usage Agreement.

Storage limit

The personal data transferred may be stored for no more than: 36 months from the Effective Date of the Usage Agreement.

ANNEX 2 – Standard Contractual Clauses for Transfers Controller to Controller
To be completed if the Beneficiary has its registered office outside the European Union

Standard Contractual Clauses for Transfers Controller to Controller

(Controller to Controller)

Data Transfer Agreement

between

EURECOM

Interest Economic Group

Having its registered office at: Campus SophiaTech, 450 route des Chappes, 06410 Biot, France

Represented by its Director, Mr. Ulrich FINGER.

hereinafter "**data exporter**"

and

Name of the Database importing organisation.....

Address.....

Tel:.....

e-mail of de Data Contact:.....

Other information needed to identify the organization:.....

.....

hereinafter referred to as "**data importer**"

each a "party," and together "the parties"

Clause 1 - Definitions

For the purposes of the Clauses:

(a) "personal data", "special categories of data", "process/processing", "controller", "processor", "Data Subject" and "Supervisory Authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("the Directive");

(b) "the Data Exporter" shall mean the Controller who transfers the Personal Data;

(c) "the Data Importer" shall mean the Controller who agrees to receive from the Data Exporter personal data for further processing in accordance with the terms of these Clauses and who is not subject to a third country's system ensuring adequate protection.

Clause 2 - Details of the Transfer

The details of the transfer, and in particular the categories of personal data and the purposes for which they are transferred, are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 - Third-party beneficiary clause

The Data Subjects can enforce this Clause, Clause 4 (b), (c) and (d), Clause 5 (a), (b), (c) and (e), Clause 6 (1) and (2), and Clauses 7, 9 and 11 as third-party beneficiaries. The parties do not object to the Data Subjects being represented by an association or other bodies if they so wish and if permitted by national law.

Clause 4 - Obligations of the Data Exporter

The Data Exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data by him has been and, up to the moment of the transfer, will continue to be carried out in accordance with all the relevant provisions of the Member State in which the Data Exporter is established (and where applicable has been notified to the relevant Authorities of that State) and does not violate the relevant provisions of that State;
- (b) that if the transfer involves special categories of Data the Data Subject has been informed or will be informed before the transfer that his data could be transmitted to a third country not providing adequate protection;
- (c) to make available to the Data Subjects upon request a copy of the Clauses; and
- (d) to respond in a reasonable time and to the extent reasonably possible to enquiries from the Supervisory Authority on the processing of the relevant Personal Data by the Data Importer and to any enquiries from the Data Subject concerning the processing of his Personal Data by the Data Importer.

Clause 5 - Obligations of the Data Importer

The Data Importer agrees and warrants:

- (a) that he has no reason to believe that the legislation applicable to him prevents him from fulfilling his obligations under the contract and that in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided by the Clauses, he will notify the change to the Data Exporter and to the Supervisory Authority where the Data Exporter is established, in which case the Data Exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) to process the Personal Data in accordance with the Mandatory Data Protection Principles set out in Appendix 2; or, if explicitly agreed by the parties by ticking below and subject to compliance with the Mandatory Data Protection Principles set out in Appendix 3, to process in all other respects the data in accordance with:
 - (a) the relevant provisions of national law (attached to these Clauses) protecting the fundamental rights and freedoms of natural persons, and in particular their right to privacy with respect to the processing of personal data applicable to a Data Controller in the country in which the Data Exporter is established, or,
 - (b) the relevant provisions of any Commission decision under Article 25(6) of Directive 95/46/EC finding that a third country provides adequate protection in certain sectors of activity only, if the Data Importer is based in that third country and is not covered by those provisions, in so far those provisions are of a nature which makes them applicable in the sector of the transfer;
- (c) to deal promptly and properly with all reasonable inquiries from the Data Exporter or the Data Subject relating to his processing of the Personal Data subject to the transfer and to cooperate with the competent Supervisory Authority in the course of all its inquiries and abide by the advice of the Supervisory Authority with regard to the processing of the data transferred;
- (d) at the request of the Data Exporter to submit its data processing facilities for audit which shall be carried out by the Data Exporter or an inspection body composed of independent members and in possession of the required professional qualifications, selected by the Data Exporter, where applicable, in agreement with the Supervisory Authority;
- (e) to make available to the Data Subject upon request a copy of the Clauses and indicate the office which handles complaints.

Clause 6 - Liability

1. The Parties agree that a Data Subject who has suffered damage as a result of any violation of the provisions referred to in Clause 3 is entitled to receive compensation from the parties for the damage suffered. The Parties agree that they may be exempted from this liability only if they prove that neither of them is responsible for the violation of those provisions.
2. The Data Exporter and the Data Importer agree that they will be jointly and severally liable for damage to the Data Subject resulting from any violation referred to in paragraph 1. In the event of such a violation, the Data Subject may bring an action before a court against either the Data Exporter or the Data Importer or both.

Clause 7- Mediation and Jurisdiction

1. The parties agree that if there is a dispute between a Data Subject and either party which is not amicably resolved and the Data Subject invokes the third-party beneficiary provision in Clause 3, they accept the decision of the Data Subject:

- (a) to refer the dispute to mediation by an independent person or, where applicable, by the Supervisory Authority;
- (b) to refer the dispute to the courts in the Member State in which the Data Exporter is established.
- (c) The Parties agree that by agreement between a Data Subject and the relevant party a dispute can be referred to an arbitration body, if that party is established in a country which has ratified the New York Convention on enforcement of arbitration awards.
- (d) The parties agree that paragraphs 1 and 2 apply without prejudice to the Data Subject’s substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 - Cooperation with Supervisory Authorities

The parties agree to deposit a copy of this contract with the Supervisory Authority if it so requests or if such deposit is required under national law.

Clause 9 - Termination of the Clauses

The parties agree that the termination of the Clauses at any time, in any circumstances and for whatever reason does not exempt them from the obligations and/or conditions under the Clauses as regards the processing of the data transferred.

Clause 10- Governing Law

The Clauses shall be governed by the law of the Member State in which the Data Exporter is established, namely the French Law.

Clause 11 - Variation of the contract

The parties undertake not to vary or modify the terms of the Clauses.

On behalf of the Data Exporter:

Name (written out in full): Ulrich FINGER
 Position: Director of EURECOM
 Address: Campus SophiaTech, 450 route des Chappes 06 410 Biot -France

Signature.....

On behalf of the Data Importer:

Name (written out in full):.....
 Position:.....
 Address:.....
 Other information necessary in order for the contract to be binding
 (if any) :.....

Signature.....

(stamp of Data Importer)

APPENDIX 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties (*The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix)

Data Exporter

The Data Exporter is (please specify briefly your activities relevant to the transfer): research Institute.

Data Importer

The Data Importer is (please specify briefly your activities relevant to the transfer):

.....
.....
.....

Data Subjects

The personal data transferred concern the following categories of Data Subjects: volunteer person.

Purposes of the transfer

The transfer is necessary for the following purposes: for internal research and development in biometric voice recognition and anti-spoofing purpose only.

Categories of data

The personal data transferred fall within the following categories of data: voice recordings.

Sensitive Data (if appropriate)

The personal data transferred fall within the following categories of sensitive data: voice recordings.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients: only to the Data Contact as specified by the Beneficiary in the Usage Agreement.

Storage limit

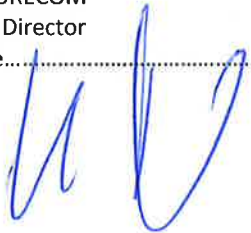
The personal data transferred may be stored for no more than: 36 months from the Effective Date of the Usage Agreement.

DATA EXPORTER

Name: EURECOM

Position: Director

Signature.....



DATA IMPORTER

Name.....

Position.....

Signature.....

APPENDIX 2 to the Standard Contractual Clauses

Mandatory Data Protection Principles referred to in the first paragraph of Clause 5(b). These data protection principles should be read and interpreted in the light of the provisions (principles and relevant exceptions) of Directive 95/46/EC1. They shall apply subject to the mandatory requirements of the national legislation applicable to the Data Importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the Data Subject or the rights and freedoms of others.

(1) Purpose limitation

Data must be processed and subsequently used or further communicated only for the specific purposes in Appendix 1 to the Clauses. Data must not be kept longer than necessary for the purposes for which they are transferred.

(2) Data quality and proportionality

Data must be accurate and, where necessary, kept up to date. The data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

(3) Transparency

Data Subjects must be provided with information as to the purposes of the processing and the identity of the data controller in the third country, and other information insofar as this is necessary to ensure fair processing, unless such information has already been given by the Data Exporter.

(4) Security and confidentiality

Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as unauthorised access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the controller.

(5) Rights of access, rectification, erasure and blocking of data

As provided for in Article 12 of Directive 95/46/EC, the Data Subject must have a right of access to all data relating to him that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in this Appendix, in particular because the data are incomplete or inaccurate. He should also be able to object to the processing of the data relating to him on compelling legitimate grounds relating to his particular situation.

(6) Restrictions on onward transfers

Further transfers of personal data from the Data Importer to another controller established in a third country not providing adequate protection or not covered by a Decision adopted by the Commission pursuant to Article 25(6) of Directive 95/46/EC (onward transfer) may take place only if either:

(a) Data Subjects have, in the case of special categories of data, given their unambiguous consent to the onward transfer or, in other cases, have been given the opportunity to object.

The minimum information to be provided to Data Subjects must contain in a language understandable to them:

- the purposes of the onward transfer,
 - the identification of the Data Exporter established in the Community,
 - the categories of further recipients of the data and the countries of destination,
- and

– an explanation that, after the onward transfer, the data may be processed by a controller established in a country where there is not an adequate level of protection of the privacy of individuals; or

(b) the Data Exporter and the Data Importer agree to the adherence to the Clauses of another controller which thereby becomes a party to the Clauses and assumes the same obligations as the Data Importer.

(7) Special categories of data

Where data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union memberships and data concerning health or sex life and data relating to offences, criminal convictions or security measures are processed, additional safeguards should be in place within the meaning of Directive 95/46/EC, in particular, appropriate security measures such as strong encryption for transmission or such as keeping a record of access to sensitive data.

(8) Direct marketing

Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the Data Subject at any time to 'opt-out' from having his data used for such purposes.

Automated individual decisions

Data Subjects are entitled not to be subject to a decision which is based solely on automated processing of data, unless other measures are taken to safeguard the individual's legitimate interests as provided for in Article 15(2) of Directive 95/46/EC. Where the purpose of the transfer is the taking of an automated decision as referred to in Article 15 of Directive 95/46/EC, which produces legal effects concerning the individual or significantly affects him and which is based solely on automated processing of data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc., the individual should have the right to know the reasoning for this Decision.

APPENDIX 3 to the Standard Contractual Clauses

Mandatory Data Protection Principles referred to in the second paragraph of Clause 5(b).

(1) Purpose limitation

Data must be processed and subsequently used or further communicated only for the specific purposes in Appendix 1 to the Clauses. Data must not be kept longer than necessary for the purposes for which they are transferred.

(2) Rights of access, rectification, erasure and blocking of data

As provided for in Article 12 of Directive 95/46/EC, the Data Subject must have a right of access to all data relating to him that are processed and, as appropriate, the right to the rectification, erasure or blocking of data the processing of which does not comply with the principles set out in this Appendix, in particular because the data is incomplete or inaccurate. He should also be able to object to the processing of the data relating to him on compelling legitimate grounds relating to his particular situation.

(3) Restrictions on onward transfers

Further transfers of personal data from the Data Importer to another controller established in a third country not providing adequate protection or not covered by a Decision adopted by the Commission pursuant to Article 25(6) of Directive 95/46/EC (onward transfer) may take place only if either:

(a) Data Subjects have, in the case of if special categories of data, given their unambiguous consent to the onward transfer, or, in other cases, have been given the opportunity to object.

The minimum information to be provided to Data Subjects must contain in a language understandable to them:

– the purposes of the onward transfer; the identification of the Data Exporter established in the Community,

– the categories of further recipients of the data and the countries of destination,

and,

– an explanation that, after the onward transfer, the data may be processed by a controller established in a country where there is not an adequate level of protection of the privacy of individuals;

or

(b) the Data Exporter and the Data Importer agree to the adherence to the Clauses of another controller which thereby becomes a party to the Clauses and assumes the same obligations as the Data Importer.