

**MULTIMODAL DYADIC BEHAVIOR DATASET
DATA USE AGREEMENT**
between
Computational Behavioral Science Project at Georgia Tech
and
[Insert name of data recipient]

This Data Use Agreement is made and entered into on **[insert date]** by and between the *Computational Behavioral Science* project (James Rehg, PI) at Georgia Institute of Technology, hereafter “Holder,” and **[insert recipient name]**, hereafter “Recipient.”

1. This agreement sets forth the terms and conditions under which the Holder will grant access to certain protected audio, video, and physiological data gathered as part of this project, hereafter “Data,” to the Recipient.
2. This Agreement shall follow the guidelines included in the Code of Federal Regulations (45 CFR Part 46) regarding the protection of human research subjects. More information on this topic can be found at <http://www.hhs.gov/ohrp/humansubjects/guidance/45cfr46.html>.
3. Data Distribution
 - 3.1 The Recipient shall provide the Holder with an external hard drive along with a pre-paid and pre-addressed return shipping label.
 - 3.2 The Holder will encrypt the hard drive, download the relevant data onto the hard Drive, and then send it to the Recipient. The Recipient shall contact our dataset support team via email at mmdbdataset@gmail.com to obtain the unique decryption password. The password will be communicated via phone call or text message. We will maintain a file containing the Recipient’s name, the serial number of the hard drive, and a summary description of the files initially downloaded onto the drive.
 - 3.3 All Data and any derived data that includes the original video, audio, or physiological recording must remain on the encrypted hard drive (or password-protected server or workstation) and may not be downloaded onto personal laptops/desktops, with the exception of Data embedded in talks/presentations.
 - 3.4 The unique decryption password may only be shared with study personnel listed on the Recipient’s IRB/Ethics Committee protocol.
4. Permitted Use
 - 4.1 Data received shall be saved on a secure, password-protected server or workstation maintained by the Recipient’s home institution, and as specified in the relevant protocol approved by the Recipient’s Institutional Review Board, Ethics Committee, or similar.

- 4.2 Storing Data on personal laptops/desktops is not permitted, with the exception of Data embedded in talks/presentations.
- 4.3 Storing Data on a third party provider like Dropbox is not permitted, with the exception of Data embedded in talks/presentations.
- 4.4 Only study personnel listed on the Recipient's IRB/Ethics Committee protocol shall be granted access to the data.
- 4.5 Data may be shown in public venues (e.g., talks, conference presentations) and still images of Data may be included in publications.

5. Recipient Responsibilities

- 5.1 Prior to receiving any of the Data, the Recipient will provide Holder with a copy of an approved IRB/Ethics Committee protocol and any proof of research ethics training for study personnel.
- 5.2 Recipient will maintain the privacy and confidentiality of the Data in compliance with their university's Institutional Review Board/ Ethics Committee protocol, ensuring that no unauthorized person or group has access to the Data.

6. General Provisions

- 6.1 Recipient and Holder understand and agree that individuals who are the subject of Data cannot enter into legal proceedings as a result of this contract.
- 6.2 The Recipient cannot enter into this agreement without the consent of the Holder.

Upon signing this Agreement, both the Holder and Recipient take full responsibility for the included provisions:

HOLDER REPRESENTATIVE: Printed Name: _____ Date: _____

Signature: _____

RECIPIENT: Printed Name: _____ Date: _____

Signature: _____