This **DATA TRANSFER AGREEMENT** (the **“Agreement”**) is made in two original counterparts effective [insert date] (the **“Effective Date”**).

BETWEEN:

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**,

having an office at the Innovations & Partnerships Office, Banting Institute, Suite 413, 100 College Street,

Toronto, Ontario M5G 1L5

(the **“University”**)

-and-

**XXXXX**

having an office at  **[insert]**

(the **“Recipient”**)

WHEREAS the Recipient intends to perform a research project entitled “PROJECT\_TITLE**”** as generally described in Appendix “A” (the **“Project”**), to be conducted under the direction of **[insert PI name here]** of the Recipient **[insert department]**, (the **“Principal Investigator”**);

AND WHEREAS the Recipient requires certain information (the “**Data**”) as more fully described in Appendix “B” (the “**Permission Form for Use of** **Data**”) that is owned by, or under the control of the University, for use in performance of the Project and agrees to obtain the Recipient Principal Investigator’s and Scientist’s consent to comply with the terms set out in Appendix “B”;

AND WHEREAS the University wishes to assist the Recipient by providing the Data to the Recipient for use on the Project;

NOW THEREFORE the parties agree as follows:

1. **Data Provided.** The University shall provide the Data to the Recipient at such time or times, and by such means, as may be agreed to by the Parties. The Data is provided at no cost, or with an

optional transmittal fee solely to reimburse the University for its preparation and distribution costs. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the University. In particular, no express or implied licenses or other rights are provided to use the Data or any related intellectual property of the University for commercial purposes. If the Recipient desires to use or license the Data for commercial purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the University to establish the terms of a commercial license. It is understood by the Recipient that there shall be no obligation to grant such a license to the Recipient, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Data to any third party(ies).

1. **Purpose.** The Recipient shall use the Data only for the purposes of the Project, or such other purposes as may be agreed from time to time by the parties.
2. **Acknowledgement.** The Recipient agrees to acknowledge the source of the Data in any publications resulting from the use of the Data.
3. **Review of University Publications.** The Recipient agrees that it will forward any proposed publications on the Project, to the University, fourteen (14) days in advance of the proposed publication date. The University shall have the right to review and make comments on the proposed publication to the Recipient. The University will not restrict publication by the Recipient in any manner whatsoever.
4. **Further Distribution.** The Recipient will not distribute the Data received from the University to third parties without the University’s written consent, and shall refer any request for the Data to the University.
5. **Copies.** The Recipient shall only make such copies of the Data as is necessary for the purposes described in this Agreement. Unless otherwise agreed by the University, all such copies shall, upon request, be promptly returned to the University with the original or destroyed upon termination or expiration of this Agreement.
6. **Term and Termination.** This Agreement shall enter into force as of the Effective Date and shall terminate on **[insert date]**, unless extended or sooner terminated upon the written agreement of the parties.
7. **Independent Parties.** The parties are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither party has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario applicable therein.
9. **Entire Agreement.** This Agreement is the entire agreement of the parties and no change or modification shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the authorised representatives of the parties have executed this agreement in two original counterparts as of the Effective Date.

|  |  |  |
| --- | --- | --- |
| **THE GOVERNING COUNCIL OF**  **THE UNIVERSITY OF TORONTO** |  | **XXXXXXX** |
|  |  |  |
|  |  |  |
| Name: |  | Name: |
| Title: Director, Partnerships |  | Title: |
| **Acknowledgement:**  I, the Recipient Principal Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and applicable Recipient policies, and further agree to ensure that all Recipient participants are informed of their obligations under such terms and conditions. | | |
|  |  |  |
|  |  |  |
| Name: |  |  |

**APPENDIX “A”**

**Project Summary**

(please include a brief description of your project)

**APPENDIX “B”**

**Permission Form for Use of** **Data**

The Biometrics Security Laboratory (BioSec.Lab) at the University of Toronto has compiled five databases of physiological signals namely:

* *UofT PPG Database(UifTPPG)*: Recordings of over 200 subjects in two different time sessions.

* *UofT ECG Database (UofTEEG):* Recordings of 1020 subjects where a subset of the population recorded for up to 5 sessions, in different body postures (sit, stand, supine and tripod) andpost-exercise condition.
* *BioSec.Lab PPG Database:* Recordings of relax condition (86 subjects), after exercise (40 subjects), short time-lapse (55 subjects), long lime-lapse (37 subjects).

* *Short term rest ECG database*: Recordings of 52 healthy volunteers, twice over a month period.
* *Short term exercise ECG database*: Recordings of 52 healthy volunteers (same as rest) , twice over a month period.
* *Long term rest ECG database*: 2 hour recordings of 10 healthy volunteers in a work environment.
* *Combined ECG and PCG*: Short recordings of 21 healthy volunteers
* *Transient Otoacoustic Emissions (TEOAE)* : Recordings from 54 volunteers

A) TERMS

The physiological signals were collected at the Biometrics Security Laboratory, directed by Dr. Dimitrios Hatzinakos, at the department of Electrical and Computer Engineering, University of Toronto. This project was funded by the Natural Sciences and Engineering Research Council. The purpose of the signal acquisition was the design of robust human identification algorithms.

Users of the BioSec.Lab databases must agree to the following terms:

[1] The users must read and sign on the “Data Transfer Agreement”. In this form, the user must specify which database he/she is interested in acquiring.

[2] If any of BioSec.Lab databases are used, in whole or in part, for any publishable work, the following papers must be referenced:

**UofT PPG**

*Dae Yon Hwang, Bilal Taha, Da Same Lee and D. Hatzinakos, “Evaluation of the time Stability and Uniqueness in PPG -based Biometric System”, IEEE Transactions on Information Forensics ans Security, Vol. 16, pp. 116-130, 2021*

**UoftECG**

*S. Wahabi, S. Pouryayevali, S. Hari, and D. Hatzinakos, "On Evaluating ECG Biometric Systems: Session-Dependence and Body Posture," IEEE Transactions on Information Forensics and Security, vol.9, no.11, pp. 2002-2013, Nov. 2014*

***BioSec.Lab PPG Database***

U. Yadav, S.N.Abbas, D. Hatzinakos, "Evaluation of PPG Biometrics for Authentication in different states" The 11th IAPR International Conference on Biometrics (*ICB*), Goldcoast, Australia, Feb 2018

**Short term rest and exercise ECG**

*F. Agrafioti, F. M. Bui, and D. Hatzinakos, “Medical biometrics in mobile health monitoring,” Security and Communication Networks, July 2010, 10.1002/sec.227.*

**Long term rest ECG**

*F. Agrafioti, F.M. Bui, and D. Hatzinakos, “Medical biometrics: The perils of ignoring time dependency,” in IEEE 3rd International Conference on Biometrics: Theory, Applications, and Systems, 2009. BTAS ’09, sept. 2009, pp. 1 –6.*

**Combined ECG and PCG**

*Z. S. Fatemian, F. Agrafioti, D. Hatzinakos, HeartID: Cardiac Biometric Recognition, IEEE Fourth International Conference on Biometrics: Theory, Applications and Systems (BTAS 2010), Sept. 27-29, 2010, Washington DC, USA*

**Transient Otoacoustic Emissions (TEOAE)**

*Y. Liu, D. Hatzinakos, "Earprint: Transient Evoked Otoacoustic Emission for Biometrics," Information Forensics and Security, IEEE Transactions on , vol.9, no.12, pp.2291,2301, Dec. 2014*

[3] Any use of the databases in the development of a commercial product, or the distribution or sharing of the data with a third party, is prohibited.

B) STATEMENT

I have read the above statement, and agreed to all terms of use. I understand that the violation of the use will be legally pursued.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Recipient Principal Investigator or Scientist Printed Name and Title) (Signature) (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Recipient Scientist Organization and Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Recipient Scientist Phone#) (Fax #) (Email Address)

Please sign on the Data Transfer Agreement and the attached Permission Form for Use of Data. Return by email (scanned forms) to the University’s Principal Investigator.

Your shipping address:

Please note that it is the receiver’s responsibility to pay the shipping fee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact of the University’s Principal Investigator:**

Dr. Dimitrios Hatzinakos

Dept. of Electrical and Computer Engineering University of Toronto 40 St. George Street BAHEN Bld., Room 4144 Toronto, Ontario, Canada M5S 2E4

**e-mail**: dimitris@comm.utoronto.ca **Telephone:** +1-416-978-1613 **Fax**: +1-416-978-4425