

“CoPhIR” (Content-based Photo Image Retrieval)

ACCESS AGREEMENT

PREAMBLE.

The “Istituto di Scienza e Tecnologie dell'Informazione (ISTI) A. Faedo”, an Institute of the Italian National Research Council (CNR), located in Pisa, via Moruzzi 1, through its research laboratories NMIS (Networked Multimedia Information Systems), and HPC (High Performance Computing), for the purpose of experimenting multimedia search methods alternative to traditional methods based exclusively on text and hyperlinks, has created a collection named CoPhIR – *Content-based Photo Image Retrieval* - containing mainly numerical information (in particular image feature descriptors based on the MPEG-7 standard) extracted from digital photographic images through an irreversible process of transformation, together with some associated textual information.

The images used for this experimentation have been crawled from the website *www.flickr.com*, a photo-sharing portal storing digital photographic images posted by authors under *Creative Commons* licenses. Together with the visual MPEG-7 descriptors extracted from the images, the CoPhIR collection stores additional information such as user comments, *tags*, image captions, author pseudonyms (nicknames), and a reduced-size version of the image itself, known as “*thumbnail*”.

The design and creation of the CoPhIR collection have been in part funded by the European research project SAPIR (FP6-2006-IST 6—2.6.3 “Search Engines for Audio-Visual Content”, contract number 45128), and also made possible thanks to the Grid computing resources of EGEE, made available through the project DILIGENT (FP6-2003-IST-2-- 2.3.5 “Research Networking Testbed”, contract number 004260).

The resources contained in CoPhIR are made accessible to the User by the Holder who reserves the right to permit such access upon acceptance by the User of the terms and conditions below, for the exclusive purpose of conducting scientific experiments (e.g. on new search methods, on automatic classification of contents, etc.), and excluding any other use.

The copyright on the images and any other related right, belong to the Authors of the images and, therefore, reproduction, communication to the public, rendering publicly accessible, leasing, lending, public execution and diffusion without the prior authorisation of the Author is forbidden. In the case of violations of this agreement, the sanctions laid down by articles 171, 171 bis, 171 ter and 171 quater of the Italian Law 633/1941 as successively amended and integrated will apply.

DEFINITIONS.

OWNER OF THE COLLECTION: The “Istituto di Scienza e Tecnologie dell'Informazione (ISTI) A. Faedo” of CNR in Pisa, through its legal representative;

USER: individual or legal person (institution, entity, enterprise or any other legal entity) which uses the collection named CoPhIR, containing image feature descriptors based on the MPEG-7 standard and extracted from digital photographic images through an irreversible process of transformation, together with any associated textual information, pursuant to the contractual terms and conditions of this agreement.

ACCESS TO THE DATA: the Owner will allow the User to access the CoPhIR data either through some specifically designed Internet Web Service, or through download from the Web, or by provision of the data to the User on some storage support.

RESOURCES: any data comprised in the CoPhIR collection accessible to the User and, in particular:

- Information related to photographic images derived from an irreversible process of extraction of the MPEG-7 visual descriptors composed of numerical data;
- Any further textual information publicly available from the www.flickr.com site such as: *tags* or comments associated with the digital image such as user comments, *tags*, image captions, author pseudonyms (nicknames), etc.

1) SUBJECT OF THE AGREEMENT AND RESTRICTIONS TO THE USE OF THE RESOURCES:

1.A) Subject of this agreement

Subject of this agreement is the right granted to the User by the Holder to access the data and information contained in the CoPhIR collection according to the modalities, conditions and restrictions which follow:

- The User is the sole responsible and will remain so for any effect of the use of the CoPhIR data; in all cases the right of use granted by this agreement is strictly personal. In particular, the User is granted access to the CoPhIR data for the sole purpose of conducting research and experimentation, and therefore any other use is excluded and strictly forbidden (such as communication to third parties of the CoPhIR data, transmission of the same in any form and, in all cases, any commercial use).
- The User is permitted to use the CoPhIR data to develop prototypes and demonstrators in the context of its scientific research, and therefore, may allow third parties to use such prototypes and demonstrators, thus viewing part of the CoPhIR contents. Any instrument or software developed by the User in the context of its scientific experimentation must have the same purpose as specified herein and be subject to the restrictions set forth under this agreement. The User will be personally liable to the Holder for any non-authorized use of the CoPhIR data. In no case may the CoPhIR data be used for commercial, advertising and/or promotional purposes.
- The User undertakes to communicate the provisions of this agreement to any eventual external user of the data and will be personally liable for any improper use.

1.B) Specific use restrictions relating to certain types of resources accessible by the User.

Thumbnail: as the User is allowed to access a reduced-size version of the photographic image, the so-called *thumbnail*, the User recognizes that such image is subject to copyright and that any moral or economic right belongs to the Author of the image, which can be visualized in its original size through a *surface hyperlink* to the corresponding www.flickr.com web page. In particular the User is obliged to visualize the following disclaimer:

Attenzione: questa immagine è una miniatura della versione originale tratta dal sito www.flickr.com. Tutti i diritti appartengono all'autore dell'immagine originale, visionabili direttamente sul sito di flickr attraverso il collegamento ipertestuale (surface linking) associato alla miniatura.

Attention: this image is a thumbnail version of the original one on the www.flickr.com site. All rights pertain to the author of the original image, which can be directly viewed on the flicker site through a hypertext link associated with the thumbnail.

In addition, the User, undertakes and is obliged to delete from its collection and from any indexes all data including the thumbnail image in the case that the original photographic

image can no longer be found at its source (*id est* on the portal www.flickr.com), because it has been removed by the Author and/or, in general, because it cannot be accessed.

The User will be liable to the Author of the image for every use of the image that does not conform with the existing civil and penal copyright norms and laws.

2) AUTHORIZATION.

In order to access the CoPhIR data the User must receive prior authorization; this is obtained by sending a signed copy of this agreement, together with the duly compiled form in attachment, to the following address:

Istituto di Scienza e Tecnologie dell'Informazione A. Faedo (ISTI-CNR)
Via Moruzzi 1, 56124, Pisa, Italy
To the attention of: Francesca Borri

The Owner may, at its sole discretion, accept or not accept the User request. The agreement shall be considered as activated from the date in which the documentation cited above is received by the Owner and the Owner has communicated to the User any information necessary to access the CoPhIR data. In the case that access to the CoPhIR data is granted via internet and by user ID and password protection communicated by the Owner to the User, the User undertakes to maintain such data confidential, and not to disclose them to any third party. In particular, the User is liable for any failure to comply with security provisions in relation to the use of the *password* and for the non-authorized access to the data. Any fraudulent access will be pursued in accordance with the applicable civil and criminal laws.

In the case of theft or loss of the *user id* and/or the above mentioned *password*, the User undertakes to promptly inform the Owner who will block access to the data. The User declares that the personal data made available to the Holder for the activation of the service (including the data relating to its representatives) are true, complete and updated, and undertakes for the entire duration of this agreement to communicate any modification of the same.

3) DURATION.

This agreement will be valid and effective for one (1) year from the date of signature, without prejudice to its renewal.

4) RIGHTS TO CoPhIR DATA BASE AND THE RESOURCES CONTAINED THEREIN.

The rights for the organisation and representation of CoPhIR data exclusively pertain to the Owner. The CoPhIR data collection is thus protected by copyright. The resources contained in CoPhIR are derived from the website www.flickr.com and all rights pertain to the Authors of the images.

5) LIABILITY AND OBLIGATIONS.

The “Istituto di Scienza e Tecnologie dell'Informazione A. Faedo (ISTI-CNR)” shall not be liable for any damage, direct or indirect suffered by the User or any third party for any technical problem, independent of the will of the Holder related to the access or the failure to access the data.

In case of breach by the User of the provisions of this agreement, the same shall be intended as terminated without any prior notice with the right of the Holder to prohibit the access of the User to CoPhIR data and the obligation of the User to compensate for any direct or indirect damage connected to the incorrect use of CoPhIR.

The User undertakes to hold the Holder free from any liability claim proposed by any third party in relation to damages suffered in connection with the use of the resources contained in CoPhIR not conforming to the applicable laws on copyright and protection of personal data.

6) GOVERNING LAW AND JURISDICTION.

The parties hereby expressly agree that any dispute relating to this agreement shall be entirely governed by Italian laws. The parties hereby expressly agree that any dispute shall be submitted to the Italian jurisdiction with the competence of the Court of Pisa, expressly excluding the competence of any other Court.

7) CONFIDENTIALITY.

In accordance with article 13 of the Italian Legislative Decree No. 196/2003 the personal data of the User will be treated by the Holder only and exclusively for the purpose of carrying out the services under this agreement; for such purpose the User consents that its data are communicated to those third parties that are responsible for and entrusted with the treatment of the data.

In relation to such data, the User has been informed that it will be able to exercise its rights under article 7 of the Legislative Decree No. 196/2003 (confirming the existence of the data, the origin, purpose of the treatment, updating, deletion, right to objection, etc). In order to exercise such rights the User shall address its requests to the person "Responsible for the treatment of the personal data" at the "Istituto di Scienza e Tecnologie dell'Informazione A. Faedo (ISTI-CNR)" in Pisa.

Place and date

Legible Signature

In accordance with articles 1341 and 1342 of the Italian civil regulations (Codice Civile), the User acknowledges all the clauses of this agreement and expressly accepts the conditions under the following articles: 1.B), 2),5),6).

Place and Date.

Legible Signature