

NON-EXCLUSIVE PARTICIPANT LICENCE AGREEMENT

between

THE BRITISH BROADCASTING CORPORATION

and

[]

This Non-Exclusive Licence Agreement ("**Agreement**") is made the ____ day of _____ 201_ between:

BRITISH BROADCASTING CORPORATION, a public corporation incorporated by Royal Charter under the laws of the United Kingdom whose principal place of business is Broadcasting House, Portland Place, London, W1A 1AA (the "**BBC**"); and

[], having its principal office at
[] (the "**Licensee**").

with the Licensor and the Licensee each referred to here as a "**Party**" and collectively the "**Parties**".

WHEREAS:

- (i) the BBC has developed and is the beneficial owner of Datasets (as defined below);
- (ii) the Licensee is a participant in the NIST TrecVID Challenge(s) (the "**Project**"), in which participants will undertake research on video content understanding and management
- (iii) The Licensee wishes to receive and use BBC's programme material managed by the Host for such research purposes as are undertaken for relevant Challenges that the Licensee takes part in as part of the Project; and
- (iv) the BBC is willing to grant the Licensee a non-exclusive licence to use such Datasets under the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

The following definitions shall have the following meanings:

"Agreement"	means this agreement together with its schedules;
"Acknowledgement"	means the acknowledgement and/or credit in respect of the contribution of the BBC and or third party rights holders as set out in Schedule 3;
"Ancillary Licensed Activities"	means (i) use as part of academic demonstrations (including conferences) to invited, non-paying guests to illustrate the Licensee's

	Research Results in a technical context or (ii) academic publications (either on-line or offline) which illustrate the results of the Project to the research community;
"BBC Trademarks"	means the names "British Broadcasting Corporation", "BBC" or the BBC's logo and any content related trademarks such as programme names;
"Challenge(s)"	means each individual task/challenge set under the Project where BBC's Datasets are managed by the Host and which the Licensee will participate in;
"Confidential Information"	means any information disclosed by the BBC in connection with this Agreement which (i) by its nature is confidential (ii) is designated by the BBC as confidential or (ii) which the Licensee knows or ought to know is confidential. For the avoidance of doubt it shall include the terms of this agreement and any user name or passwords provided for gaining access to the Datasets;
"Data Controller"	means as defined by the DPL;
"Data Extracts"	means representative still images and spoken words (but not video content or Restricted Content), which are derived from the Datasets. For the avoidance of doubt this excludes any audio associated with the visual content;
"Data Hosting Platform"	Means the platform used to store the Datasets for the purpose of the Project and found at the following http://ftp.heanet.ie/trecvid-bbc/ ;
"Dataset(s)"	means the collection of BBC Programme content more specifically set out and identified in Schedule 1 and any Data Extracts derived from the same;
"Data Protection Legislation" or "DPL"	means the General Data Protection Regulation 2016/679/EU ("GDPR"), the Data Protection Act 2018 (UK) and any other applicable laws relating to the processing of Personal Data under the terms of this Agreement including the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all related regulations, regulatory codes of practice, opinions and guidance issued from time to time, including by the Information Commissioner, and in each case any amending, superseding or replacement applicable law;
"Effective Date"	Means [] 201_;
"Event of Force Majeure"	means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions beyond the reasonable control of the Party so prevented, including (to the extent that these are beyond such control, nuclear accident, war or terrorist activity, riot, civil commotion, fire flood, earthquake or storm (or other natural disaster);
"FOIA"	means Freedom of Information Act 2000 (UK) as amended from time to time;
"Host"	means Dublin City University, the organisation that is responsible for processing all applications for the Project and deciding in which

	Challenge(s) the Licensee may use BBC's Dataset(s), subject to signing this Agreement with the BBC.
"Lead Project Manager"	means the lead researcher engaged by the Licensee to undertake the Licensed Research Activities as detailed in Schedule 5;
"Licence Period"	means a period of one year from the Effective Date;
"Licensed Research Activity"	means internal non-commercial research activities conducted by the Lead Project Manager and its Research Team as part of each Challenge;
"Research Team"	means such researchers as appointed by and working under the direction as the Lead Project Manager and listed in Schedule 4 or otherwise notified in writing to the BBC as soon as reasonably practicable after appointment;
"Research Results"	means any research results produced by or on behalf of the Licensee in connection with the Datasets;
"Restricted Content"	means sports, music, as well as any content that contains images of children and trademarks/logos (including BBC Trademarks and third party marks);

2. GRANT OF RIGHTS

- 2.0 The BBC hereby grants a non-exclusive, non-transferable, revocable and limited licence to the Licensee to use the Datasets during the Licence Period for the purpose of (i) undertaking the Licensed Research Activity and (ii) Ancillary Licensed Activities as set out in Clause 2.3.
- 2.2 The Datasets will be provided to the Licensee by means of the delivery mechanism set out in Schedule 2.
- 2.3 Should the Licensee wish to use small numbers of Data Extracts for Ancillary Licensed Activities, the Lead Project Manager and the Research Team may do so subject to the following conditions: (i) the Licensee shall, so far as is reasonably practicable, taking into account the nature of the research, avoid using Data Extracts where the identity of individuals is readily recognisable from such Data Extract either as stand-alone data or in combination with other materials (including images, text, content analyses, summaries or interpretations); (ii) the Data Extracts must NOT include any data that may adversely affect any individual or be derived from any Restricted Content (iii) the use of Data Extracts is on the basis of a non-exclusive, non-transferable, revocable, limited licence from the BBC to the Licensee and is undertaken in compliance with all the terms and conditions that apply to the Datasets under this Agreement; (iv) the Licensee displays the Acknowledgement in such size and position as required by the BBC; (v) the Licensee provides the BBC with any consequent copies of publications and demonstration materials for BBC's public service purposes; and (vi) any other conditions as the BBC may require.

- 2.4 As part of the Licensed Research Activity the Licensee may also use Datasets to build a prototype of its organisation's internal systems to compare its existing systems with the prototype, for example in a 'clean room' setting. However, Datasets (including any Data Extracts) shall NOT be used (i) for training any technology (including but not limited to systems, algorithms and models) so that the Research Results are used in a commercial product or otherwise to make a profit; and/or (ii) to train such technology to improve or enhance operational systems or otherwise outside the Project.
- 2.5 For the avoidance of doubt, nothing in this Agreement shall imply a grant of a licence to use the Datasets or Data Extracts for any commercial use, including sales, product promotional activities and development of technology that is intended to be used for commercial use or incorporated into a commercial product.
- 2.6 The BBC may, at its own discretion and for any reason, withdraw certain parts of the Datasets from any licence granted under this Agreement;

3. LIMITATIONS OF USE

- 3.1 Delivery of the Dataset(s) and exercise by the Licensee of the licences contained in this Agreement shall be conditional upon the Licensee having the security requirements as set out in Schedule 4 and any other technical and organisational measures necessary to ensure the security of the Datasets.
- 3.2 The licences granted under this Agreement are limited as follows: (i) the Licensee shall not make any use of the Datasets, Data Extracts or any other materials that may be derived from the Datasets, unless it is expressly permitted under the terms of this Agreement; (ii) use of the Datasets, Data Extracts or any other materials on behalf of the Licensee shall be restricted to the Lead Project Manager and the Research Team and the BBC may require that use of the Datasets or Data Extract is restricted to certain individuals within the Research Team; (iii) the Licensee shall not make or permit anyone to make any copies of the whole or any part of the Datasets without prior written agreement with the BBC; (iv) the Licensee shall not sub-license the whole or any part of the Datasets or make the Dataset(s) available for any use by third parties without the BBC's prior written consent (which the BBC may withhold at its sole discretion and which may be granted subject to conditions including a condition that any sub-licensee enters into an agreement directly with the BBC); (v) the Licensee shall only store the whole or any part of the Datasets where such storage is necessary for undertaking any use permitted under the terms of this Agreement; (vi) no use of the BBC Trademarks shall be made by the Licensee without the prior written agreement of the BBC; (vii) all copyright, trademarks, database rights, design rights, patents and other intellectual property rights (registered and unregistered) in the whole or any part of the Datasets, including any Data

Extracts, shall remain vested in the BBC or its licensors and in the event that any intellectual property rights arise in the creation of the Data Extracts the Licensee agrees to assign such rights to the BBC on such terms as requested by the BBC; (viii) the Licensee shall not use the whole or any part of Datasets in a manner that may harm the reputation of the BBC or any contributor to the Datasets. (ix) the Licensee shall not use the whole or any part of the Datasets in a manner that conflicts with the impartiality, integrity or independence of the content within the Datasets; causes harm or offence or which otherwise contradicts the BBC Editorial Guidelines, published on <http://www.bbc.co.uk/editorialguidelines/guidelines/>; (x) if the Licensee's exercise of any licence granted under this Licence Agreement gives rise to any obligation to any copyright collecting societies and/or paying any royalties in respect of its use of the whole or any part of the Datasets (including reporting and making payments to any music collecting societies) the Licensee shall be solely responsible for complying with such obligations; and (xi) if Licensee's servers used for hosting or otherwise processing whole or any part of the Datasets are based outside the EEA it shall not make any use of the whole or any part of the Datasets without first ensuring that there are appropriate safeguards consistent with any requirements of the DPL.

- 3.3 The BBC will supply the Datasets to the Licensee in good faith for the purposes of the Project, but the Licensee acknowledges that the BBC is making the Datasets available on an 'as is' basis only. The BBC makes no representations nor gives any warranties in relation to the Datasets and any use of the Datasets by the Licensee is entirely at its own risk.

4. LICENCE FEE

- 4.1. No licence fee shall be due to the BBC pursuant to the licences granted under this Agreement. Each of the Parties shall bear their own costs associated with the Licence.
- 4.2. The Parties agree that under no circumstances shall the BBC be obliged (i) to provide further licences to the Licensee or any other party; or (ii) to make any kind of payment in relation to the Project, the use of the Datasets further to the licence herein and/or in case of termination under Clause 6 (for whatever reason).

5. BBC REVIEW AND USAGE RIGHT

- 5.1 On request from the BBC, the Licensee shall provide (and if applicable shall ensure that any sub-contractors and agents shall provide) the BBC with such access (including access to such parts of the Licensee's and any sub-licensees processes and systems that are used for processing the Datasets) as the BBC may reasonably need to review the use of the Datasets within the terms of this Agreement, including Licensee's compliance with the Confidentiality and Data Protection provisions or to investigate in the event of a breach.

- 5.2 Upon request by the BBC the Licensee shall provide the BBC with Research Results. The Licensee grants the BBC a non-exclusive, royalty-free, worldwide, irrevocable, sub-licensable licence to use these results for the purpose of (i) the review of the Licensee's work; (ii) BBC public service activities; and (iii) further research including collaborative research with BBC's partners. For the avoidance of doubt, the Research Results and the intellectual property rights contained therein shall remain the property of the Licensee but any Datasets that may be contained in the Research Results shall remain the property of the BBC. The BBC does not transfer ownership of any of the Datasets to the Licensee, the Lead Project Manager or the Research Team, including when it is included in any Research Results, prototypes, publications and demonstrations.

6. DURATION AND TERMINATION

- 6.1 This Agreement shall come into force on the Effective Date and shall continue in full force and effect during the Licence Period unless validly terminated in accordance with this Agreement. The Licence Period may be extended by mutual written agreement between the parties.
- 6.2 The BBC shall have the right to terminate the Agreement and revoke the Licences granted (or parts thereof) at any time for any reason at its sole discretion upon serving 30 days' written notice to the Licensee.
- 6.3 If the BBC notifies the Licensee in writing that the BBC, at its sole discretion, requires the whole or any part of the Datasets not to be used, for editorial, legal or similar reasons, the Licensee shall immediately cease using such Datasets, or part thereof, and shall remove the same from any databases under Licensee's control. Where such request relates to a Dataset or servers which are under third party control, the Licensee shall make all reasonable efforts to procure the immediate removal of the same.
- 6.4 In the event that (i) the Licensee no longer requires the use of the Datasets as part of the Project; or (ii) the expiry or termination of this Agreement (for whatever reason), the Licensee shall cease to make any use of Datasets. The Licensee shall permanently delete the whole or any part of the Datasets and any Confidential Information from any databases under its control and/or, where requested by the BBC, shall return any copies of the same to the BBC. For the avoidance of doubt, (i) except in accordance with Clause 6.3, the Licensee will not be required to take done any publication made as part of Ancillary Activities during the Licence Period; (ii) any provision of this Agreement that expressly or by implication is intended to come into or continue into force on or after expiry or termination of this Agreement shall remain in full force and effect.

7. CONFIDENTIALITY

- 7.1 The Licensee shall not during the Licence Period or for 3 years after the end of the same, disclose to any third party, (other than to its staff on a need-to-know basis) nor use for any purpose except as expressly permitted by this Agreement, any Confidential Information without the prior written agreement of the BBC.
- 7.2 The Licensee shall use reasonable endeavours to ensure that any Confidential Information is treated with the same care and discretion to avoid disclosure as the Licensee uses with its own similar information which it does not wish to disclose.
- 7.3 The Licensee will not be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that: (i) it is known to the Licensee before its receipt from BBC, and not already subject to any obligation of confidentiality; (ii) it is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; (iii) the Licensee can reasonably demonstrate it has been obtained by the Licensee from a third party in circumstances where the Licensee has no reason to believe that there has been a breach of an obligation of confidentiality owed to the BBC; (iv) it is disclosed pursuant to the requirement of any law or regulation, (provided, that in the case of a disclosure under the FOIA none of the exceptions to the Act apply to the information disclosed) the requirements of any tax authority or the rules of any stock exchange or the order of any Court of competent jurisdiction, and the Licensee has informed the BBC, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or (vi) is approved for release with the prior written permission of an authorised representative of the BBC.
- 7.4 The Licensee acknowledges and agrees that any unauthorised use or such of Confidential Information may cause irreparable harm and significant injury to the BBC that would be difficult to ascertain or quantify; and accordingly the Licensee agrees that the BBC shall have the right to seek and obtain injunctive or other equitable relief to enforce the terms of this Agreement and without limiting any other rights or remedies that the BBC may have.
- 7.5 The Licensee will notify the BBC as soon as it becomes aware of any breach of the terms of this clause 7.

8. FREEDOM OF INFORMATION

- 8.1 The Participant acknowledges that the BBC is subject to the requirements of the FOIA and that BBC may be required to release information relating to this Agreement whether it is held by the BBC or by the Participant or a third party on behalf of them.
- 8.2 The BBC shall be responsible for responding to any requests for information made under FOIA and for determining at its absolute discretion whether the requested information is to be disclosed or exempt from disclosure in accordance with the FOIA. The Participant shall provide the BBC with all reasonable information and assistance at Participant's own cost within five (5) working days after receiving a notice of request from the BBC. In no event shall

the Participant respond directly to the requestor unless expressly authorised to do so by the BBC.

- 8.3 Where the Licensee is also subject to the requirements of the FOIA, the Licensee will confirm this in writing. In such circumstances where either Party receives a request to disclose any information that, under this Agreement, is Confidential Information, it will notify the other Party and shall consult promptly with the other Party, and if the FOIA applies, it shall do so before making any disclosure under that Act. Each Party shall respond within five (5) working days (Monday to Friday, excluding public and bank holidays in England) after receiving the other Party's notice of request and shall provide the other Party with all reasonable information and assistance at its own cost.

9 DATA PROTECTION

- 9.1 Both Parties undertake and warrant that they (and their sub-contractors and agents if any) will at all times comply with the provisions of the DPL.
- 9.2 The Licensee warrants and represents that the use of the Datasets and its Project related activities will be consistent with the Parties' obligations under the DPL. Should the Licensee process any Personal Data within and/or extracted from the Datasets ("**BBC Personal Data**"), it shall only undertake such processing of Personal Data as is necessary for undertaking the Licensed Research Activity (or the Ancillary Licensed Activities, as applicable) in accordance with the BBC's instructions, as Data Controller, and in compliance with the data security requirements set out in Schedule 4 which may be amended from time to time, at the BBC's sole discretion.
- 9.3 The Parties acknowledge and agree that where the Licensee will process BBC Personal Data for its own purposes, it will be a Controller in its own right of such Personal Data. For the avoidance of doubt, the Parties are not joint controllers, as such Article 26 of the GDPR does not apply.

10. ASSIGNMENT

The Licensee shall not purport to assign, mortgage, charge or transfer its rights or obligations under this Agreement (or any part of) without the prior express written agreement of the BBC.

11. VALIDITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and if reasonably possible

the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

12. WAIVER AND VARIATION

No indulgence by the Parties in enforcing any of the terms and conditions of this Agreement or the granting of time shall prejudice or restrict the rights of that Party in respect of any other breach. No amendment to this Agreement shall be effective unless it is in writing, is dated and is signed by a duly authorised persons on behalf of each of the Parties.

13. NOTICES

Any notice to be given under this Agreement must be in writing, may be delivered to the other Parties by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method Of Service	Deemed Day Of Receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number).	the next Business Day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent

The Parties' respective representatives and addresses for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

BBC	Representative	Rob Cooper, rob.cooper@bbc.co.uk
	Address	BBC R&D, Centre House, D block, 56 Wood Lane, London W12 7SB; with courtesy copy to Legal and Business Affairs Telephone Contact Address: william.hayes@bbc.co.uk and BBC Research & Development, at Centre House, D block, 56 Wood Lane, London W12 7SB;
Licensee	Representative	

	Address	

14. FORCE MAJEURE

No Party shall be liable for any failure to fulfil its obligations under this Agreement if such failure has been caused by an Event of Force Majeure. If an Event of Force Majeure occurs, the date(s) for performance of the obligation affected shall be postponed. The existence of an Event of Force Majeure shall not suspend any obligations that have accrued at the date the Event Force Majeure event occurs. Each Party shall use its reasonable endeavours to minimise the effects of any Event of Force Majeure. However, if the delay in performance is more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice.

15. RIGHTS OF THIRD PARTIES

No term of this Agreement shall be enforceable under the UK Contracts (Rights of Third Parties) Act 1999 by a third party.

16. ENTIRE AGREEMENT

Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, this Agreement and any documents referred to in it constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to the subject matter.

17. LAW AND JURISDICTION

- 17.1 The Parties will, where practicable and appropriate, attempt to resolve any issue in dispute informally through good faith negotiations.
- 17.2 Each Party submits to the jurisdiction of the English courts and in any case this Agreement shall be governed by and in accordance with the laws of England and Wales.
- 17.3 Nothing in this Agreement shall prevent the BBC from applying to court for injunctive relief in any jurisdiction to prevent a breach of any licence granted under this Agreement or in relation to obligations of confidentiality and/or data protection.

AS WITNESS the hands of the duly authorised representative of the Parties the day and year first above written

<p>For and on behalf of the BBC</p> <p>_____</p> <p>Name: _____ Rob Cooper _____</p> <p>Title: _____ Development Producer _____</p>	<p>For and on behalf of...</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p>

SCHEDULE 1

Description of Datasets

The following 'buckets' of BBC programme material:

'BBC Trecvid A': 244 video files of EastEnders programmes with associated metadata, each containing a week's worth of BBC EastEnders programs in MPEG-4/H.264 format.

'BBC Trecvid B No Audio': 244 video files of EastEnders programmes with associated metadata, each containing a week's worth of BBC EastEnders programs in MPEG-4/H.264 format, with the audio track removed.

SCHEDULE 2

Delivery of Datasets

Datasets will be available via ftp download from the Data Hosting Platform

Or in such format and by such other delivery mechanism as the BBC at its sole discretion may decide

SCHEDULE 3

Acknowledgement/credits

[eg: "[] © BBC 2019"] Or such other credit as requested by the BBC

Where Data Extracts that are used as part of Ancillary Licensed Activities in accordance with Clause 2 consist of still images, such images shall also be accompanied by the following acknowledgement:

"Programme material copyrighted by BBC"

SCHEDULE 4

Data Security Requirements

1. In this Schedule "Data Subject", "Processing", "Personal Data", "Processor", "Personal Data Breach", "Supervisory Authority" and "Third Country" shall bear the same meanings as set out in the DPL. For the avoidance of doubt, reference to "Personal Data" also includes "Special Categories of Personal Data" (as defined in the DPL).

The Licensee will:

2. Process the Datasets:
 - 2.1 only to the extent, and in such a manner, as is necessary for the purposes of exercising the licence set out in clause 2 of this Agreement;
 - 2.2 in compliance with the DPL or as is further required by law or by any regulatory body. The Licensee shall comply at all times with its own obligations imposed by the Data Protection Legislation;

- 2.3 in such a way as to ensure that the BBC is not put in breach of any of any applicable obligations under the DPL;
3. take appropriate measures to prevent the unauthorised or unlawful processing of Datasets, against the accidental loss or destruction of, or damage to, Personal Data as may be required to ensure a level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the Personal Data contained within and/or extracted from such Datasets ("**BBC Personal Data**");
 4. except as permitted by this Agreement, not use the Datasets for any other purposes, including marketing purposes, unless the Licensee receives express written authorisation from the BBC;
 5. notify the BBC immediately, and in any event within twenty-four (24) hours, if it becomes aware of, or reasonably suspects the occurrence of, (1) any unauthorised or unlawful processing, misuse of, loss of, damage to, corruption or destruction of (i) any BBC Personal Data; (ii) the whole or any part of the Datasets; or (2) any other Personal Data Breach affecting the BBC Personal Data;
 6. provide reasonable assistance at its own cost to the BBC to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner and for the Parties to consider what action is required to resolve the issue in accordance with the Data Protection Legislation and any applicable Supervisory Authority guidance;
 7. unless otherwise prohibited by EU or EU member state law notify the BBC immediately in writing of any requests for the whole or any part of the Datasets including any requests from Data Subjects, Supervisory Authorities, governmental entities or law enforcement agencies and regardless of the legal form which that request may take;
 8. except for the use of EEA cloud based service (service provider servers to be based in the EEA) not use or transfer any Datasets to a Third Country or any third party without first verifying that there are appropriate safeguards consistent with any requirements of the DPL;
 9. when required to disclose BBC Personal Data, verify the identity of each contact prior to disclosing any Personal Data;
 10. upon completion of the processing of the Datasets and otherwise immediately on expiry or earlier termination of the Agreement, the Licensee shall destroy the Datasets by putting the same (including all BBC Personal Data) beyond use, or return the Datasets (including all materials, information or data containing the BBC Personal Data) to the BBC at the BBC's option. In respect of any request by the BBC to transfer, delete or destroy Datasets do so by a secure method approved by the BBC;
 11. take reasonable steps to ensure the reliability and suitability of any of employees, agents and contractors who are processing any Datasets;
 12. ensure that processing or accessing of Datasets is limited to:
 - 12.1 those in the Research Team who absolutely need to process or access to Datasets to meet the Licensee's obligations under this Agreement; and
 - 12.2 such part or parts of the Datasets as is strictly necessary for the exercise of the Licence.
 13. ensure that all individuals who process or have access to Datasets:
 - 13.1 are informed of the confidential nature of the Datasets and their continuing obligation to treat the Datasets as confidential following cessation or termination of their engagement with the Licensee;
 - 13.2 are aware of the Licensee's duties and their personal duties and obligations under the DPL and any other relevant law;

- 13.3 only process the Datasets on devices that are securely encrypted and where the Licensee controls the policy enforced on such devices; and
 - 13.4 report all actual or suspected unauthorised or unlawful processing, loss of, damage to or destruction of Datasets immediately to the BBC.
-
- 14. ensure that any passwords provided for access to the Datasets are limited only to the Lead Project Manager and the Research Team and exclude access from any individuals that the BBC has asked that access should be removed from;
 - 15. at the request of the BBC, submit details to the BBC of its (and where applicable those of its sub-contractors') security measures processes and systems as it may reasonably need to review the use of Personal Data, subject to a duty of confidentiality on behalf of the BBC or the third party;
 - 16. promptly provide at no charge such necessary and reasonable assistance and co-operation to the BBC and to any Supervisory Authority;

Or such other data security requirements as the BBC shall notify to the Licensee

The Parties acknowledge and agree that where the Licensee will process BBC Personal Data for its own purposes, it will be a Controller in its own right of such Personal Data. For the avoidance of doubt, the Parties are not joint controllers, as such Article 26 of the GDPR does not apply.

Schedule 5

Licensee's Lead Project Manager

[Professor]

[Researchers]