Agreement ID:

FDP Data Transfer and Use Agreement ("Agreement")

Provider: The University of Texas at Dallas	Recipient:
Provider Scientist Name: Carlos Busso Email: busso@cmu.edu	Recipient Scientist Name: Email:
Agreement Term Start Date: Date of last signature below End Date: Five (5) Years after the Start Date	Project Title: MSP-Podcast Database Attachment 2 Type: Other - See Attachment 2

Terms and Conditions

1) Provider shall provide the data set described in Attachment 1 (the "Data") to Recipient for the research purpose set forth in Attachment 1 (the "Project"). Provider shall retain ownership of any rights it may have in the Data, and Recipient does not obtain any rights in the Data other than as set forth herein.

2) If applicable, reimbursement of any costs associated with the preparation, compilation, and transfer of the Data to the Recipient will be addressed in Attachment 1.

3) Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") and Collaborator Personnel (as defined in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").

4) Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Attachment 2.

5) Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

6) Recipient is encouraged to make publicly available the results of the Project. Before Recipient submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

Agreement ID:

7) Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning Recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.

8) Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.

9) Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

10) Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

11) Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

12) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Project:

    I. Attachment 1: Project Specific Information
    II. Attachment 2: Data-specific Terms and Conditions
    III. Attachment 3: Identification of Permitted Collaborators (if any)

13) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

Agreement ID:

14) The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

By an Authorized Official of Provider:	By an Authorized Official of Recipient:
_____ Date	_____ Date
Name: Emily Lacy	Name:
Title: Senior Director, OSP	Title:
Contact Information for Formal Notices:	Contact Information for Formal Notices:
Name: Emily Lacy	Name:
Address: 800 West Campbell Road, AD15 Richardson, TX 75080	Address:
Email: osp@utdallas.edu	Email:
Phone: 972-883-2313	Phone:

By executing Agreement and receiving Data, Recipient and Recipient Scientist certify, to the best of their knowledge, that the licensee and the licensee personnel authorized to use the corpus dataset, including students and affiliates, are not sanctioned entities or persons, and that the products, equipment, software gained from the use of the corpus dataset will not be re-exported, diverted or transferred to any other party except as authorized under US export control laws and regulations, including but not limited to the Export Administration Regulations and other applicable export control laws and regulations. Recipient and Recipient Scientist also affirm that the dataset will not be used to develop, test, or produce items or technology with military or intelligence end use as prohibited by 15 CFR 742.13.

Agreement ID:

Attachment 1
Data Transfer and Use Agreement
Project Specific Information

1. Description of Data:

   The MSP-Podcast corpus contains speech segments from podcast recordings which are perceptually annotated. Version 2.0 of the corpus has 267,905 speaking turns (409 hours). This corpus is annotated with emotional labels using attribute-based descriptors (activation, dominance, and valence) and categorical labels (anger, happiness, sadness, disgust, surprise, fear, contempt, neutral, and other). A detailed description of the corpus is presented in:

   C. Busso, R. Lotfian, K. Sridhar, A.N. Salman, W.-C. Lin, L. Goncalves, S. Parthasarathy, A. Reddy Naini, S.-G. Leem, L. Martinez-Lucas, H.-C. Chou, and P. Mote, “The MSP-Podcast corpus,” IEEE Transactions on Affective Computing, vol. 17, no. 3, pp. 3065–3083, July-Sept. 2026, doi:10.1109/TAFFC.2026.3678489.

2. Description of Project:

   Data is for use by Recipient for internal non-commercial research purposes only. Provider and Recipient may enter into a separate agreement governing commercial use of the Data and will negotiate in good faith on such agreement. Data is to be used solely by Recipient's employees and is not to be distributed to other parties, either on or off of the Recipient’s premises.

3. Provider Support and Data Transmission:

   Provider shall transmit the Data to Recipient: (select one) ☑ electronically or ☐ by mail to:

Name:	
Address:	
Email:	
Phone:	

Agreement ID:

Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

Provider Scientist will email instructions to Recipient Scientist upon execution of Agreement.

4. Reimbursement of Costs:

☑ None

☐ As governed by a separate written agreement between the parties
Reimbursement Agreement Reference # (if required):
_____

☐ As set forth herein:

5. Disposition Requirements upon the termination or expiration of the Agreement:

N/A

Agreement ID:

Attachment 2
Data Transfer and Use Agreement
Data-specific Terms and Conditions:
Other:

Additional Terms and Conditions:

☐ None. No additional terms and conditions are required.

-OR-

☑ The additional terms and conditions are as set forth below and agreed upon between the Parties:

Pursuant to Section 6, Page 1, Recipient is not required to send publications or public disclosures to Provider for comment. Recipient can make publicly available the results of the Project without prior review or comment by Provider.

Any publication containing experimental results obtained with the use of Data shall acknowledge the source of Data, in a scientifically appropriate manner.

Recipient shall also cite the following reference in any such publication:

"Carlos Busso, Reza Lotfian, Kusha Sridhar, Ali N. Salman, Wei-Cheng Lin, Lucas Goncalves, Srinivas Parthasarathy, Abinay Reddy Naini, Seong-Gyun Leem, Luz Martinez-Lucas, Huang-Cheng Chou, Pravin Mote " The MSP-Podcast corpus," ArXiv e-prints (arXiv:2509.09791), pp. 1–20, September 2025"

Agreement ID:

Attachment 3
Data Transfer and Use Agreement
Identification of Permitted Collaborators (if any)

For all purposes of this Agreement, the definition of "Collaborator Personnel" checked below will pertain:

☑ "Collaborator Personnel" means: None. No collaborators are permitted on the Project.

-OR-

☐ "Collaborator Personnel" means as set forth below and agreed upon between the Parties: