

# RSP3D Dataset — Data Use Agreement

Version 1.1 — [2026/09/11]

## 1. Definitions

**“Dataset”** refers to the RSP3D dataset, including all video recordings, motion capture data, 3D annotations, metadata, and any associated documentation distributed under this Agreement.

**“Dataset Provider”** means the institution, laboratory, or authorized representative responsible for distributing the Dataset under this Agreement.

**“Licensee”** refers to the individual who has applied for and received access to the Dataset.

**“Responsible AI Research Purposes”** means non-commercial academic or public-interest research that aims to advance or evaluate methods for prosthesis-aware human motion analysis, 3D human pose estimation, assistive technology, rehabilitation, sports science, fairness, safety, or dataset governance, and whose methods, results, and outputs are not used for identification, surveillance, discriminatory, exploitative, or real-world consequential decision-making purposes with respect to any individual or group.

**“Derived Materials”** means features, embeddings, model weights, checkpoints, reconstructed 3D bodies or prosthesis shapes, synthetic samples, rendered images or videos, annotations, and any other data or artifacts generated from or using the Dataset, excluding ordinary academic publications, presentation slides, figures, tables, and aggregate evaluation results that do not enable reconstruction of the Dataset or identification of participants. A pre-existing model does not become a Derived Material solely because it is evaluated on the Dataset, provided that its parameters are not updated using the Dataset.

**“Incidental Third Parties”** means individuals who appear incidentally in the Dataset, such as bystanders, spectators, or passers-by, and who are not the intended subjects of the relevant recording, regardless of whether their consent has been obtained.

## 2. Grant of License

Subject to the terms of this Agreement, the Dataset Provider grants the Licensee a limited, non-exclusive, non-transferable license to use the Dataset for Responsible AI Research Purposes only, and only for the specific research described in the approved application.

This license does not transfer any ownership of the Dataset to the Licensee. All rights not expressly granted here are reserved by the Dataset Provider.

## 3. Permitted Uses

The Licensee may:

- Use the Dataset to conduct research consistent with Responsible AI Research Purposes.
- Use the Dataset to develop and evaluate methods for the purposes described in the approved application.

- Include figures or results derived from the Dataset in academic publications and presentations, provided that the Dataset is properly cited (see Section 5) and that any visual materials comply with the privacy review and redaction requirements in Section 4(i). This permission does not authorize redistribution of the Dataset or any disclosure otherwise prohibited by this Agreement.
- Use the Dataset for training, fine-tuning, or evaluating foundation models or other large-scale models, only when such use is clearly described in the approved application.

#### 4. Restrictions

The Licensee may not:

- **(a) Redistribute the Dataset.** The Licensee may not share, publish, or transfer the Dataset or any part of it to any third party, in its original or modified form. This includes Derived Materials that could reasonably enable reconstruction of the Dataset or identification of participants.
- **(b) Use the Dataset for commercial purposes.** The Licensee may not use the Dataset or any Derived Materials, whether public or non-public, for commercial applications, products, services, internal commercial development, or commercial model training.
- **(c) Attempt to re-identify participants.** The Licensee may not attempt to identify any individual participant in the Dataset, or link the data to any external source for the purpose of identifying individuals.
- **(d) Store or handle the data insecurely.** The Licensee must store the Dataset on access-controlled systems, protect credentials, and prohibit storage in public repositories, public cloud buckets, or shared drives with unrestricted access.
- **(e) Use the Dataset beyond the scope of the approved application.** Any change in research purpose or institutional affiliation requires a new application or written amendment approved by the Dataset Provider.
- **(f) Use the Dataset for high-risk or harmful purposes.** The Licensee may not use the Dataset, or any Derived Materials obtained from it, for biometric identification or verification, person recognition, person search, re-identification, identity-based tracking or tracking of identified or identifiable persons, surveillance, law-enforcement, border-control, military, intelligence, employment screening, insurance, credit, housing, or other real-world consequential decision-making purposes.
- **(g) Infer sensitive attributes for discriminatory purposes.** The Licensee may not use the Dataset or any Derived Materials to infer, classify, or make claims about a person's disability status, health condition, physical capability, or other sensitive attributes for discriminatory, exploitative, or real-world consequential decision-making purposes. Analysis of such attributes for non-commercial assistive, rehabilitation, fairness, or scientific purposes is permitted only where explicitly approved in the application and consistent with Responsible AI Research Purposes. Such approval does not create an exception to the prohibitions in this Section or Section 4(f).
- **(h) Release Derived Materials improperly.** The Licensee may not publish, distribute, or transfer model weights, embeddings, or other Derived Materials if they could reasonably enable reconstruction of the Dataset or identification of

participants.

Any Derived Materials that the Licensee makes publicly available, to the extent permitted under this Agreement, must be released under terms that expressly prohibit commercial use and the uses prohibited by Sections 4(f) and 4(g). Those terms must require any recipient who redistributes the Derived Materials, including modified versions, to retain these restrictions and the notice of origin described below and to impose the same requirements on further redistribution.

The Licensee must include a notice stating that the materials were derived from the RSP3D Dataset and identifying this Agreement by version and URL. Nothing in this paragraph permits any release otherwise prohibited by this Agreement.

- **(i) Publicly disclose identifiable Incidental Third Parties.** Before including any images, video clips, or other visual materials from or derived from the Dataset in publications, presentations, supplementary materials, websites, demonstrations, or any other publicly accessible materials, the Licensee must review the specific materials to be disclosed for identifiable Incidental Third Parties. This requirement applies whether or not those materials qualify as Derived Materials.

If an Incidental Third Party is identifiable or could reasonably be identified, the Licensee must either (i) exclude the relevant frame, clip, or image from disclosure, or (ii) apply appropriate cropping, blurring, masking, or other redaction so that the individual is not reasonably identifiable in the disclosed material. This obligation applies even if the individual was not redacted, or was inadequately redacted, in the Dataset as provided.

Redaction must take account of identifying details beyond the face where relevant, including name badges, distinctive clothing, and contextual information. If the Licensee cannot reasonably ensure that the individual is not identifiable, the relevant material must not be disclosed.

The Licensee must not attempt to remove or reverse any privacy-protective redaction applied by the Dataset Provider. The Licensee must also promptly notify the Dataset Provider of any overlooked or inadequate redaction of an identifiable Incidental Third Party that they discover.

## 5. Citation Requirement

Any publication, presentation, or public release of results that uses or references the Dataset must cite the following paper:

```
@inproceedings{wen2026rsp3d,  
  title      = {Prosthesis-Aware 3D Human Pose Estimation: A Dataset and Benchmark  
Users},  
  author     = {Wen, Yilin and Dong, Kechuan and Suginaka, Fumiya and Endo, Ken and  
Sugano, Yusuke},  
  booktitle  = {European Conference on Computer Vision (ECCV)},  
  year       = {2026},  
}
```

## 6. Ethical Use

The Licensee acknowledges that the Dataset contains sensitive human-subject data relating to prosthesis users and physical disability. The Licensee must ensure that all use of the Dataset is consistent with the approved application, applicable laws, and

institutional ethics requirements. This Agreement does not itself constitute ethics approval, IRB approval, or legal authorization for the Licensee's research project.

The Dataset Provider has taken steps to obtain consent from Incidental Third Parties where practicable and to apply privacy-protective redaction to individuals identified during its review. However, these measures may not identify or fully obscure every identifiable Incidental Third Party. The presence of an individual in the Dataset, whether redacted or unredacted, must not be taken as confirmation that the individual has consented to public disclosure by the Licensee. The Licensee remains responsible for reviewing and, where necessary, redacting materials before disclosure in accordance with Section 4(i).

The Licensee agrees to:

- Use the Dataset in a manner that respects the dignity and privacy of all participants and Incidental Third Parties.
- Follow the ethical guidelines and regulations of their institution.
- Comply with all applicable laws regarding the use of data collected from human subjects.

## **7. No Warranties**

The Dataset is provided "as is" without warranty of any kind. The Dataset Provider makes no representations regarding the accuracy, completeness, or fitness for any particular purpose of the Dataset. In no event shall the Dataset Provider be liable for any damages arising from the use of the Dataset.

## **8. Termination**

This license is effective from the date of approval and continues until terminated. The license terminates automatically if the Licensee violates any of its terms. The Dataset Provider may also withdraw access if it reasonably determines that the Licensee has violated, or is likely to violate, this Agreement, or if continued access would create legal, ethical, security, or participant-protection concerns.

Upon termination or withdrawal of approval, the Licensee must cease all use of the Dataset, delete all copies of the Dataset and any Derived Materials that could enable reconstruction or re-identification, and provide written confirmation of deletion upon request by the Dataset Provider.

## **9. Acceptance**

By submitting the application, receiving access, or downloading or using the Dataset, the Licensee confirms that they have read, understood, and agreed to all terms of this Agreement.