

Multiple Biometric Grand Challenge Database (v1.0) License Agreement

Introduction: The goal of our biometrics research is to develop new techniques, technology, and algorithms for the automatic recognition of humans. As part of this research, we are involved in an ongoing effort to collect a database of biometric imagery. The database is meant to aid research efforts in the general area of developing, testing and evaluating human recognition algorithms. The University of Notre Dame du Lac (henceforth, "UND") owns copyright of the collection of biometric images and serves as the source for the database distributed to participants in the Multiple Biometric Grand Challenge (henceforth, the "MBGC database").

Licensing of the Database: To advance the state-of-the-art in human recognition, the MBGC database obtained at UND will be licensed to researchers on a case-by-case basis. All requests for the MBGC database must be submitted in writing to the UND Principal Investigator **by the researcher's institution** on behalf of the individual researcher or research unit (henceforth the "Licensee"). Only parties recognized by the MBGC Program Manager as MBGC participants are eligible to receive the data. To receive a copy of the imagery, Licensee must sign this document and agree to observe the restrictions listed below. In addition to other possible remedies, failure to observe these restrictions may result in revocation of permission to use the data as well as denial of access to additional databases distributed by UND. The MBGC database will be distributed over the Internet to licensees only. There will be no charge for data made available and downloaded via the Internet.

Consent: Licensee agrees to the following terms and conditions:

1. **Redistribution:** Without prior approval from the UND Principal Investigator, the MBGC database, in whole or in part, will not be further distributed, published, copied, or disseminated in any way or form whatsoever, whether for profit or not. This includes further distributing, copying or disseminating to a different facility or organizational unit of the Licensee. If Licensee has a contract for support to the MBGC program, Licensee may demo the database to its U.S. Government Sponsor, the restrictions above notwithstanding.
2. **Modification and Commercial Use:** Without prior approval from UND, the MBGC Database, in whole or in part, may not be modified or used for commercial purposes. The license granted herein is specifically for the internal research purposes of Licensee (on behalf of its U.S. Government Sponsor, for Licensees serving as MBGC support contractors), and Licensee shall not duplicate or use the disclosed MBGC database, its contents, or any seal, logo, mark, or phrase associated with or owned by UND to manufacture, promote, or sell products or technologies (or portions thereof) either directly or indirectly for commercialization or any other direct for-profit purpose without the prior written permission of UND.
3. **Requests for the Biometrics Database:** All requests for the MBGC database will be forwarded to the UND Principal Investigator.
4. **Publication Requirements:** Licensees seeking to include renderings of more than ten images from the MBGC database in reports, papers, and other documents to be published or released must first obtain approval in writing from the UND Principal Investigator.
5. **Publications to UND:** A copy of all reports and papers that are for public or general release that use the MBGC database must be forwarded immediately upon release or publication to the UND Principal Investigator.
6. **Indemnification:** Researcher agrees to indemnify, defend, and hold harmless the University of Notre Dame du Lac and its Board of Trustees, officers, employees and agents, individually and collectively, from any and all losses, expenses, damages, demands and/or claims based upon any injury or damage (real or alleged) related to, and shall pay all damages, claims, judgments or expenses resulting from, Researcher's use of the MBGC database.
7. **All published works** resulting from research or development employing this database will cite a technical reference paper supplied by the MBGC program manager.

Note: **Signatory must have the legal authority to sign licensing agreements on behalf of the Licensee with UND.** Licensee's legal staff should review the terms and conditions of this agreement and execute it. Agreements signed by individuals without this authority are not valid and will be discarded.

Authorized Signatory for Licensee

SIGNATORY NAME and TITLE (PLEASE PRINT)

SIGNATURE and DATE

LICENSING ORGANIZATION NAME, ADDRESS, and CONTACT E-MAIL ADDRESS

Transmit executed license to UND Principal Investigator via email or fax:

Email: cvrl@nd.edu

Fax: 1-574-631-9260

Surface mail: Professor Patrick Flynn, Dept. of Computer Science and Engineering, 384 Fitzpatrick Hall, University of Notre Dame, Notre Dame, IN 46556 USA