Multiple Biometrics Grand Challenge v2 (UTD Video) Database 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 Texas at Dallas (henceforth, "UTD") owns copyright of the collection of biometric images (henceforth, the "UTD Database") and is now distributed to any research group approved by Alice O'Toole ("UTD Principal Investigator")¹.

Release of the Database

To advance the state-of-the-art in human recognition, the database, obtained at The University of Notre Dame, will be made available to researchers on a case-by-case basis. All requests for portions of the UTD Database must be submitted by <u>the researcher's institution on behalf of the individual researcher or research unit</u> (henceforth, the "Researcher"). Requests should be made in accordance with the directives specified in the Multiple Biometric Grand Challenge (MBGC) welcoming letter.

To receive a copy of the imagery, the authorized Researcher 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 UTD. The UTD Database may be made available to Researcher via an Internet site or on CD or other media. There will be no charge for data made available and downloaded via the Internet.

Consent: Researcher agrees to the following restrictions on the UTD Database:

- 1. Redistribution: Without prior approval from the UTD Principal Investigator, the UTD 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 within the Researcher's university, organization, or company.
- 2. Modification and Commercial Use: Without prior approval from UTD, the UTD 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 Researcher, and Researcher shall not duplicate or use the disclosed UTD Database, its contents, or any seal, logo, mark, or phrase associated with or owned by UTD 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 UTD.
- 3. Requests for the Biometrics Database: All requests for the UTD Database must be coordinated through the MBGC program manager and authorization, if any, will be forwarded to Researcher and to the UTD Principal Investigator who will, upon receipt of an executed copy of this agreement, make available access instructions.
- 4. Publication Requirements: Those seeking to include renderings images from the UTD Database in reports, papers, and other documents to be published or released must strictly adhere to the terms stated in the UTD Database Permission form. In no case should the face images be used in a way that could cause the original subject embarrassment or mental anguish.
- 5. Citation: All documents and papers that report on research that uses the UTD Database must acknowledge the use of the database by including an appropriate citation that will be provided upon request by the UTD Principal Investigator.
- 6. Publications to UTD: A copy of all reports and papers that are for public or general release that use the UTD Database must be forwarded immediately upon release or publication to the UTD Principal Investigator.
- 7. Indemnification: Researcher agrees to indemnify, defend, and hold harmless the University of Texas at Dallas and its Regents, officers, employees and agents, individually and collectively, from any and all losses, expenses, damages, demands and/or claims based upon any such injury or damage (real or alleged) and shall pay all damages, claims, judgments or expenses resulting from Researcher's use of the UTD Database.

Authorized Signatory for Researcher

NAME (in capitals)

SIGNATURE and DATE

ORGANIZATION AND ADDRESS (in capitals)

Transmit by facsimile to Professor Patrick Flynn, Computer Science and Engineering, 384 Fitzpatrick Hall, University of Notre Dame, Notre Dame, IN 46556 USA. Fax: +1 574-631-9260.

¹ Contact information: Alice J. O'Toole, School of Behavioral and Brain Sciences, GR4.1, The University of Texas at Dallas, Richardson TX 75080, <u>otoole@utdallas.edu</u> (Tel. 972-883-2486).