

Face Recognition Grand Challenge Biometrics Database (v2.0) License Agreement (revised 4/21/06)

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 (henceforth, UND) owns copyright of the collection of biometric images and serves as the source for the database that was distributed to participants in the Face Recognition Grand Challenge (FRGC) (henceforth, the "FRGC database") and is now distributed to any research group approved by the FRGC program manager.

Release of the Database

To advance the state-of-the-art in human recognition, the FRGC database obtained at UND will be made available to researchers on a case-by-case basis. All requests for portions of the FRGC 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 "Researcher"). Requests must be directed to the FRGC Program Manager and the Manager's decision regarding access are final. 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 UND. The FRGC 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 FRGC database:

1. **Redistribution:** Without prior approval from the UND Principal Investigator, the FRGC 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 UND, the FRGC 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 FRGC 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 FRGC database must be directed to the FRGC program manager and authorization, if any, will be forwarded to Researcher and to the UND Principal Investigator who will, upon receipt of an executed copy of this agreement, deliver access instructions.
4. **Publication Requirements:** Those seeking to include renderings of more than 10 images from the FRGC database in reports, papers, and other documents to be published or released must first obtain approval in writing from the UND Principal Investigator. 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 FRGC database must acknowledge the use of the database by including an appropriate citation that will be provided upon request by the UND Principal Investigator.
6. **Publications to UND:** A copy of all reports and papers that are for public or general release that use the FRGC database must be forwarded immediately upon release or publication to the UND Principal Investigator.
7. **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 FRGC database.

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