

LICENSE AGREEMENT FOR RESEARCH USE OF Scface Landmarks

Effective as of _____ [EFFECTIVE DATE]

Biometric Recognition Group – ATVS. Dpto. Tecnología Electrónica y de las Comunicaciones, Escuela Politécnica Superior, Universidad Autónoma de Madrid, having offices at C/ Francisco Tomás y Valiente 11, 28049 Madrid SPAIN, (hereinafter “LICENSOR”) and

_____[Affiliation of LICENSEE]

having offices at

_____[Address of LICENSEE]

(hereinafter “LICENSEE”), in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, here to agree as follows:

1. LICENSOR developed certain valuable intellectual property, known as the SCfaceDB Facial Landmarks Database (SCfaceDB Landmarks, hereinafter “Database”) containing biometric data dissociated from personal data. These biometric data do not permit the identification of the subjects included in the Database and, therefore, are considered according to the Spanish legislation in force as non-personal data.

2. LICENSOR desires to grant a license to LICENSEE for the use of the Database. This license will in no case be considered a transfer of the Database.

3. LICENSEE shall have no rights with respect to the Database or any portion thereof and shall not use the Database except as expressly set forth in this Agreement.

4. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE for research use only, for a period of 2 years starting at the effective date above mentioned renewable upon the discretion of LICENSOR, a royalty-free, nonexclusive, nontransferable, license subject to the following conditions:

4.1 The Database is only for the research use of LICENSEE and, in a need-to-know basis, of those direct research colleagues who belong to the same research institution as LICENSEE and have adhered to the terms of this license.

4.2 The Database will not be copied nor distributed in any form other than for backup of LICENSEE.

4.3 The Database will only be used for research purposes and will not be used nor included in commercial applications in any form (e.g., original files, encrypted files, files containing extracted features, etc).

4.4 Any work made public, whatever the form, based directly or indirectly on any part of the Database will include the following references:

P. Tome, J. Fierrez, R. Vera-Rodriguez, and D. Ramos, "Identification using Face Regions: Application and Assessment in Forensic Scenarios", in Forensic Science International, n. 233, pp. 75-83, 2013. (DOI: 10.1016/j.forsciint.2013.08.020)

4.5 Two years after the EFFECTIVE DATE, in case the license agreement is not renewed by both parties (LICENSOR and LICENSEE), the license will expire and LICENSEE shall permanently destroy all copies of the Database.

5. LICENSOR complies with the Spanish legislation in force. It is LICENSEE responsibility, and only his, to comply with all the data protection laws that may affect him.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representative

Signature LICENSOR:

Signature LICENSEE:

Javier Ortega-Garcia
Director, Biometric Recognition Group – ATVS.
Dpto. Tecnología Electrónica y de las
Comunicaciones,
Escuela Politécnica Superior
Universidad Autónoma de Madrid

[Representative, Affiliation, Address of LICENSEE]

