## **Pilot Parliaments Benchmark Access Agreement**

## Effective date: March 5, 2018

The Pilot Parliaments Benchmark (PPB) is made available for use in testing and researching the performance of automated facial analysis technology. This agreement (Agreement) sets for the terms of your access to the PPB. By signaling your acceptance of these terms below, or downloading or using the PPB, you hereby accept to be bound by this Agreement.

## You hereby represent and warrant that:

- 1. You are not bound by any legal obligations that prevent you from accessing the PPB.
- 2. If you access the PPB on behalf of a company, institute, research lab, or other organization, your organization also accepts the terms of this Agreement.
- 3. You will not use the PPB in any way prohibited by law.
- 4. Your use of the PPB is limited to bona fide research purposes. If you seek to use the PPB for any other purpose, please provide a detailed description of non-research use of the dataset in the designated area below. Approval of access to the PPB does not constitute an endorsement of your project, product, research methods, or findings.
- 5. You agree to provide attribution in any subsequent use of the PPB as identified below.

## You further agree that you will not:

- 1. Use the PPB in a way that violates the rights or privacy of the subjects depicted, or any third party; or
- 2. use the PPB to facilitate any infringement of privacy or intellectual property law; or
- 3. redistribute PPB in part or in full for public or private use.

YOU REPRESENT THAT YOU HAVE ALL RIGHTS REQUIRED TO ACCESS THE USE THE PPB. EXCEPT AS PROVIDED HEREIN, THE PPB IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE PROVIDER OF PPB BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES RELATED TO THE PROVISION OF THE PPB, INCLUDING BUT NOT LIMITED TO PUNITIVE, CONSEQUENTIAL, EMOTIONAL, OR EXEMPLARY DAMAGES, OR ANY CLAIMS BASED ON LOST PROFITS, DATA, OR GOODWILL. THIS LIMITATION APPLIES WHETHER BASED ON A CLAIM RELATED TO A WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY OR OTHER LEGAL THEORY, REGARDLESS OF WHETHER THE PROVIDER OF PPB KNEW, SHOULD HAVE KNOWN, OR WAS APPRISED OF SUCH DAMAGES.

Any research or derivative work that uses PPB must include the following citation:

Buolamwini, J., Gebru, T. "Gender Shades: Intersectional Accuracy Disparities in Commercial Gender Classification." Proceedings of Machine Learning Research 81:1–15, 2018 Conference on Fairness, Accountability, and Transparency

This Agreement represents the entire agreement between You and the provider of the PPB dataset with respect to the access and use of the PPB, and supersedes all prior or contemporaneous communications and proposals with respect to access and use of the PPB. If any provision of this Agreement is found to be invalid or unenforceable, the provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Please describe any intended non-research or commercial use of PPE	3:
I do not intend to use the PPB for non-research or comm	ercial purposes,
however I would like to publish any results on public sites I	ike medium.com,
only after consultation with you as the provider of the	PPB dataset.
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Marc J. Minnee MSc	
Name of Principal Investigator	
independent researcher	
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Udacity Machine Learning	
Institytional Affiliation	
Signature of Principal Investigator	

Date

January 4th, 2020