

## Pinellas County Sheriff's Office Data Extract Use and Non-Disclosure Agreement

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The Sheriff of Pinellas County agrees to provide The MITRE Corporation ("MITRE") access to 750,000 frontal mug shot images and accompanying data (as detailed below) for the sole purpose of conducting research of and evaluating facial recognition algorithms. The provision access is expressly conditioned based on compliance with the terms of this document. Access may be terminated at the sole discretion of the Sheriff for any or no cause without further notice.

MITRE agrees that the images shall not be shared with any additional organization or third party, and the information will only be used for research and evaluation of relevant biometric topics. Notwithstanding the foregoing, MITRE may discuss and disclose the aforementioned images and their accompanying data to the Federal Bureau of Investigation's (FBI) Biometric Center of Excellence (BCOE) for the Purpose set forth above, provided such information continues to bear the same legend affixed by the Sheriff of Pinellas County, whether provided to the FBI's BCOE in its original form or some other format.

MITRE will provide research results and findings to the Pinellas County Sheriff's Office (PCSO) via Mr. Jacob Ruberto or another representative designated by the Sheriff.

MITRE shall use reasonable security measures to protect all data provided by PCSO against unauthorized disclosure or other misuse. MITRE will not disclose the data provided and will protect the information by means no less restrictive than those used for its own confidential materials. MITRE will not disclose the data to anyone other than its own employees or subcontractors who are bound by confidentiality obligations. The confidentiality obligation of this agreement shall survive upon termination. Notwithstanding the foregoing, MITRE may discuss and disclose the aforementioned images and their accompanying data to FBI's BCOE for the Purpose set forth above, provided such

information continues to bear the same legend affixed by the Sheriff of Pinellas County, whether provided to the FBI's BCOE in its original form or some other format.

PCSO retains all rights to the data provided to MITRE, and this agreement provides no ownership rights to MITRE. No license is granted to MITRE for the use of the data provided other than as described in this agreement. Prior written permission for uses beyond the scope of this agreement is required and may be granted or denied at the sole discretion of the Sheriff.

MITRE agrees to implement privacy safeguards as requested by PCSO or otherwise required by state or federal laws now in effect or which may be enacted during the life of this agreement.

MITRE agrees to defend, indemnify and hold PCSO, its officers, employees and agents, harmless from and against all losses arising out of claims, suits, actions or proceedings by a third party arising out of MITRE's use of the data described herein. The indemnification obligation of this agreement shall survive upon termination.

Upon termination of the agreement, except as otherwise agreed to in writing, MITRE will upon request return or destroy all data and copies in MITRE's possession and certify that no copies have been retained by MITRE, its employees or agents.

The agreement commences on the date signed by the last signing party and shall continue until terminated by written notice tendered by either party.

The agreement cannot be assigned by MITRE without the express written consent of the Sheriff.

The agreement will be interpreted in accordance with the laws of the State of Florida and applicable federal law without any benefit of interpretation or construction against the drafter. The state and federal courts having jurisdiction over Pinellas County, Florida shall have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this agreement or its subject matter.

If any portion of the agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the removal of the offending provision will not affect those remaining and the agreement will be construed as if that provision is severed and deleted from the agreement.

No agency, joint venture, partnership or employment relationship shall be created as a result of this agreement.

The failure of PCSO to enforce any right or provision in this agreement will not constitute a waiver of the right or provision unless acknowledged and agreed to by PCSO in writing.

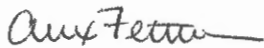
This agreement comprises the entire understanding between the parties and supersedes all prior or contemporaneous negotiations, discussions, agreements or understandings – whether oral or written between the parties regarding the subject matter of the agreement. The agreement may only be modified in writing with the consent and agreement of both parties.



(Signature – PCSO Sheriff)

Bob Gualtieri

Pinellas County Sheriff's Office  
10750 Ulmerton Rd.  
Largo, FL 33778  
727-453-7893



(Signature – Alex Fetterman -MITRE)

Alex Fetterman

(Print Name – Alex Fetterman - MITRE)

## Data Extract Details

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Extract specifications: Requested by Adam Day  
Extract prepared by: Jacob Ruberto  
File type: Text File  
File detail: Each text file contains one person per row and comma separated values for the below listed elements.

File contents:

<u>VALUE</u>	<u>DESCRIPTION</u>	<u>SAMPLE VALUE</u>
DIRECTORY NAME:	Image file location	DIR_144
PORTRAITID:	Unique image ID	210584846
PERSONID:	Unique person ID	204677428
RACE:	Person Race	White
DATE OF BIRTH:	Person date of birth	OCT-28-1983 00:00:00
HEIGHT:	Person height in feet/inches	504
WEIGHT:	Person in lbs	120
TEETH:	Person teeth	Common
EYECOLOR:	Person eye color	Hazel
HAIRCOLOR:	Person hair color	Brown
HAIRLENGTH:	Person hair length	Collar
HAIRSTYLE:	Person hair style	Natural
FACIALHAIR:	Person facial hair	Full Beard
GENDER:	Person gender	Male
COMPLEXION:	Person complexion	Light/Fair
AGENCY:	Arresting agency name	Pinellas SO
BOOKINGRECORDIDENTIFIER:	Unique booking number	150632543
DEMOGRAPHICS CREATE DATE:	Record create datetime	SEP-19-2010 05:40:23
PORTRAIT CREATE DATE:	Image create datetime	SEP-19-2010 07:17:13

e.g.

DIR\_001,12019469,203011,White,JAN-29-1969  
00:00:00,504,100,Missing,Hazel,Brown,Below  
Shoulder,Straight,None,Female,Light/Fair,Pinellas SO,119602,FEB-25-1995  
12:30:00,FEB-25-1995 12:30:00