

Pinellas County Sheriff's Office Data Transfer Agreement

This Data Transfer Agreement is by and between the Sheriff of Pinellas County, representing Pinellas County Sheriff's Office (PCSO) and the National Institute of Standards and Technology (ITL/NIST), a federal agency within the Department of Commerce. PCSO agrees to provide the Information Technology Laboratory of the National Institute of Standards and Technology (ITL/NIST) access to 750,000 frontal mug shot images and accompanying data (as detailed below, and collectively referred to as "Data" hereinafter) for the sole purpose of conducting research of and evaluating facial recognition algorithms. ("Purpose"). The PCSO is providing a set of frontal mug shot images to ITL/NIST under the authority of Florida public records law codified at Fla. Stat. §§ 119.01 to 119.15 (1995). The use of the Data 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. PCSO agrees not to provide to ITL/NIST any personally identifiable information of any living individual or any code to identify any personally identifiable information. ITL/NIST agrees not to attempt to decipher any personally identifiable information from the Data or to identify the individual who is the subject of the Data.

To the extent permitted by Federal law, ITL/NIST agrees that the images shall not be shared with any additional organization or third party, and the Data will only be used for research and evaluation of relevant biometric topics. Notwithstanding the foregoing, ITL/NIST may discuss and disclose the Data to the Federal Bureau of Investigation's (FBI) Biometric Center of Excellence (BCOE) for the Purpose set forth above, provided such Data 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.

ITL/NIST's research results, outcomes may be published and publicly displayed by ITL/NIST in reports and science conference papers and presented at government meetings and academic conferences. ITL/NIST will also provide research results and findings to the Pinellas County Sheriff's Office (PCSO) via Mr. Jacob Ruberto or another representative designated by the Sheriff. If any Data is included by ITL/NIST in its publications or presentation as exemplary images, ITL/NIST shall first request permission from the PCSO to use specific Data as exemplary images, and such permission shall not be unreasonably withheld.

ITL/NIST shall use reasonable security measures to protect all Data provided by PCSO under this Agreement against unauthorized disclosure or other misuse. ITL/NIST will not disclose the Data provided and will protect the Data by means no less restrictive than those used for its own proprietary materials. Except where required by law, ITL/NIST will not disclose the Data to anyone other than its own employees who are bound by confidentiality obligations. ITL/NIST's confidentiality obligation of this agreement shall survive for ten (10) years from the date of receipt of Data, even upon termination of this Agreement. ITL/NIST's obligations under this provision are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.

PCSO retains all rights to the Data provided to ITL/NIST, and this agreement provides no ownership rights to ITL/NIST. No license is granted to ITL/NIST 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.

ITL/NIST shall abide by federal laws, now in effect or which may be enacted during the life of this agreement, related to the privacy of the Data.

As an agency of the federal government, ITL/NIST's responsibility for the payment of claims for the loss of property, personal injury or death, or otherwise arising out of any negligent act or omission of its employees in connection with the performance of work under this Agreement shall be governed by the Federal Torts Claims Act.

Upon termination of the agreement, except as otherwise agreed to in writing, ITL/NIST will upon request return or destroy all Data and copies in ITL/NIST's possession Except where required by law, ITL/NIST may retain a single copy, subject to the terms of this Agreement, to comply with its record retention obligations. ITL/NIST shall provide notice to PCSO that no additional copies have been retained by ITL/NIST, its employees or agents.

The agreement commences on the date signed by the last signing party and shall continue for ten (10) years, unless terminated by written notice tendered by either party.

The agreement cannot be assigned by ITL/NIST without the express written consent of the Sheriff.

The agreement will be interpreted in accordance with the laws of the State of Florida and as applicable Federal Law without any benefit of interpretation or construction against the drafter.

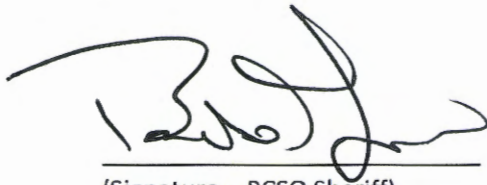
If any portion of the agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the removal of the offending provision will not affect those remaining and the agreement will be construed as if that provision is severed and deleted from the agreement.

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

Read and Acknowledged by:



(Signature – Patrick Grother - ITL/NIST)

1/28/2016

Date

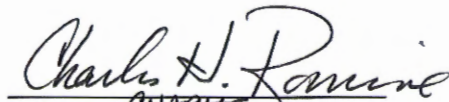
Agreed to by:



(Signature – Shahram Orandi - ITL/NIST)
Chief, Information Access Division

1/28/2016

Date



(Signature – ~~Charles~~ Chuck Romine - ITL/NIST)
Director, Information Technology Laboratory

28 Jan 2016

Date

Data Extract Details

Extract specifications: Requested by Patrick Grother
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
YEAR OF BIRTH:	Person date of birth	1983
HEIGHT:	Person height in feet/inches	504
WEIGHT:	Person in lbs	120
EYECOLOR:	Person eye color	Hazel
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
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