

LICENSE AGREEMENT
FOR NON-COMMERCIAL RESEARCH USE OF BDFC DATABASE
Introduction

BDFC Database (Balanced Diverse Faces Coimbra Database) was built to develop algorithms, techniques, and tools for automatic verification of ICAO compliance. ISR-Coimbra holds the copyrights for the images collected and serves as the only source of distribution of BDFC Database.

Agree

The researcher(s) agrees to the following conditions on the BDFC Database:

1. The License Agreement Cover Page is integral part of this License Agreement and vice-versa.
2. BDFC Database is a valuable intellectual property whose license resides only with ISR-Coimbra.
3. The researcher(s) 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, the BDFC Database is available for non-commercial research use only, a royalty-free, nonexclusive, non-transferable, license subject to the following conditions:
 - 4.1 The Database is only for non-commercial research use and available to those direct research colleagues who belong to the same research institution and have adhered to the terms of this license.
 - 4.2 The BDFC Database shall be used exclusively for the purposes of the Project, better described in signed copy of this License Agreement cover page.
 - 4.3 The images in the Database can't be published directly anywhere unless with special permission.

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

4.5 The Database will only be used for research purposes and will not be used nor included in commercial applications in any form.

4.6 Any work made public, whatever the form, based directly or indirectly on any part of the Database will include the citation of the paper better detailed in the official repo webpage, whose link is in the License Agreement Cover Page.

5. Data Protection

4.1. The researchers understand that the BDFC Database includes biometric data of individuals (“data subjects”), as well as other special categories of data under article 9 of the GDPR (usually referred to as sensitive data). All such data is “personal data” for the purposes of the GDPR.

4.2. The researcher(s) agree that they will comply with all obligations that fall on the researcher(s) as data controllers, and its obligations under the Data Transfer Agreement attached as Schedule I, which is an integral part of this Agreement.

6. Term and Termination:

5.1. This Agreement shall commence on the Effective Date and continue in force until terminated by either party.

5.2. Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement.

5.3. In the event that the Data Transfer Agreement is terminated by either party, this Agreement shall automatically be deemed terminated.

6. Governing Law:

6.1. This Agreement shall be governed by and construed in accordance with the Laws of Portugal.

SCHEDULE I



Data Transfer Agreement of Biometric Data for Research Purposes

Between:

INSTITUTO DE SISTEMAS E ROBOTICA-UNIVERSIDADE DE COIMBRA (ISR-UC), a corporate public enterprise, company number 502854227, with registered office at Rua Silvio Lima- Polo II, 3030-290 COIMBRA – Portugal (hereinafter referred to as “**Provider**”)

Institution better identified in this License Agreement Cover Page whose Responsible person as signed for (hereinafter referred to as “**Recipient**”)

1. Preamble

In order to develop various scientific research projects in the area of facial recognition, the **Provider** has collected a series of biometric data, which were then stored in a “Database” (hereinafter “The Database” or just referred to as “Database”).

The Database was built to develop algorithms, techniques, and tools for automatic verification of ICAO compliance, being that ISR-Coimbra holds the copyrights for the images collected and serves as the only source of distribution of the data contained in that Database. However, biometric data should only be made public if the privacy of research subjects are adequately protected. Therefore, the special privacy challenges posed by biometric data are addressed by the **Provider** with this Agreement.

In response to the **Recipient's** request for access to the Data (as defined bellow), the **Provider** and the **Recipient** agree as follows:

2. Definitions

- a) **COMMERCIAL PURPOSES** - Shall mean the sale, lease, license, or other transfer and/or the use of the Data to and/or by a for-profit organization or by a non for-profit for a mainly profit purpose organizations for a profit purpose. However, industrially sponsored academic research shall not be considered a use of the Data for Commercial Purposes *per se* and the commercial exploration by a not-for profit organization of a product that is based on scientific findings using the Data is also allowed, as long as the Data is not imbedded in such product;
- b) **DATA** - Shall mean all and any biometric data and other associated data, obtained by the **Recipient** from the **Provider** including the Data Subjects' - e.g., video recording and capture of facial photographs and data on age and country of origin.
- c) **DATA SUBJECT** - Shall mean the person to whom Data refers and who has been informed of the purpose for which the Data is held and has given his/her informed consent;
- d) **PROJECT** - Shall mean the description set forth by the **Recipient** in License Agreement Cover Page.
- e) **RECIPIENT RESEARCHER** - Shall mean a researcher (or an individual conducting Research under the supervision of a researcher) that is employed or is hired by the **Recipient** and is bound by confidentiality and non-use obligations in respect of Data (however, for the avoidance of doubt, without being a party to this Agreement). For the avoidance of doubt and without having explicitly accepted the terms of this Agreement in writing, the "Recipient Researcher" may also include any other Recipient's employees, students, visiting academics, contractors, sub-contractors or independent consultants provided that any of such latter individuals are bound

by confidentiality and non-use obligations no less onerous than those binding the Recipient's employees;

- f) **RESEARCH** – Shall mean any research that uses biometrical Data and any type of work on statistical methods that may be applied to such research and use of Data.

3. License Agreement

The **Recipient** hereby agrees that this Transfer Agreement shall form an integral part of the License Agreement.

4. Purpose of the Project

1. The Recipient agrees to use Data only for Research within the scope of the Project.
2. Any change to the period or validity of the Project regarding delays or extensions shall be communicated with no delays to the Provider and obtain its written consent without which the initially agreed period for this Agreement will perdure.

5. Data to transfer

1. The Data provided to the Recipient does not include, at any time, the correspondence between the images and identification number of the Data Subject (ID) and the biographical or contact information provided by the Data Subject in its consent form. This means that the Recipient does not have access to the name, ID number, address, mail or email address, or any other personal information of any Data Subject not included in the definition of Data.
2. Any violation of the previous number, as being perpetrated by any subject from either the Provider or the Recipient, is matter of Agreement Termination and criminal prosecution.

6. Confidentiality

1. The **Recipient** agrees to preserve, at all times, the confidentiality of Data pertaining to Data Subjects.
2. In particular, the **Recipient** undertakes not to use, or attempt to use, the Data to deliberately compromise or otherwise infringe the confidentiality of information of the Data Subject and their respective right to privacy.

7. Data Protection

1. The **Recipient** and its Recipient Researchers shall comply with the obligations contained in the applicable Portuguese and EU data protection laws and regulations as amended from time to time.
2. In particular, the **Recipient**, *inter alia*, understands, and shall guarantee that its Recipient Researchers understand, their duties under the Portuguese and EU legislation in relation to the handling of Data and the rights of the Data Subjects.
3. The **Recipient** agrees that it or its Recipient Researchers, shall not analyze or make any use of the Data in such a way that has the potential to:
 1. Lead to the re-identification of any Data Subject or
 2. Compromise the anonymity of any Data Subject in any way possible.
4. The Recipient understands that the Data will be anonymized but that the Data Subjects shall be attributed an identification number. The Recipient shall assure that a correspondence between the identification number of a Data Subject and its respective set of Data shall remain possible at all times.
5. The Provider is the primary contact for every request from Data Subjects.
6. The Recipient shall assure that it will have an email and address of contact in order to allow that an individual may exercise its rights under the GDPR, including access to personal data concerning the same, rectification or erasure, or restriction of processing, and the right to object to processing. Notwithstanding the above, when

the Recipient may have doubts in respect of the identity or legitimacy of the request, it may request assistance to the Provider in order to confirm the identity and the legitimacy of the request.

7. The Recipient shall immediately inform the Provider within a maximum of 7 days of any request from any Data Subject and comply with the instructions of the Provider to solve and archive the request received.
8. The Recipient shall also comply with any request in respect of access to personal data concerning the same, rectification or erasure, or restriction of processing, and the right to object to processing that is transmitted by the Provider.

8. Access and Governance

1. The **Recipient** undertakes to take all reasonable security precautions to keep the Data confidential and secure, implementing all required technical precautions, such as but not excluding control of access to data, disclosure control, input control, protection against accidental loss or destruction, being such precautions no less onerous than in the applicable Portuguese and EU data protection laws and regulations applicable.
2. The **Recipient** agrees to use the Data solely for Research in the frame of the Project as described in the ISR-UC License Agreement.
3. The **Recipient** agrees that the Data shall not be distributed or released to any other location and/or to any other person other than the Recipient Researchers or other authorized personnel under this agreement and with the direct supervision of the **Recipient**.
4. The **Recipient** does not have the right to sublicense the Data transferred in this Agreement.
5. The **Recipient** undertakes to inform the **Provider** about any third-party requests for the Data.

6. The **Provider** reserves the right to request and inspect the Data security and management documentation at the **Recipient's** premises ensuring the adequacy of the Data protection measures. Said inspection should be made with prior notice of 72 hours during the **Recipient's** ordinary working hours.
7. The Data transferred under this Agreement shall not be used for Commercial Purposes. In case of intended commercial use of Data by the **Recipient**, said **Recipient** will give prior notice to the **Provider**, and both parties shall start the negotiations in good faith with the purpose of establishing a fair market compensation to the **Provider**.
8. The disclosure of Data for Commercial Purposes shall always require a prior binding declaration of consent in writing from the Data Subject, as well as of the **Provider**.
9. Any use for Commercial Purposes of the Data, prior to a putative agreement described in the two above numbers, is a violation of the present Agreement and is matter of Agreement Termination by the Provider.

9. Errors

1. The Recipient agrees to notify the Provider of any errors, omissions or any other type of situations that can compromise the security of the Data without undue delay, within a maximum of 7 days from the first occurrence.
2. A mitigation plan shall be agreed between the Provider and the Recipient in the following 72 hours, where the plan's actions shall be proportional to the severity of the errors, omissions or any situation compromising the security of the Data.
3. The agreement of the mitigation plan described in the previous number does not restrict the Provider to move a legal action against the Recipient.

10. Data Reissue

1. The **Recipient** and its Recipient Researchers accept that Data will be reissued from time to time, with suitable versioning.
2. If the Data is reissued at the request of the Data Subjects, the Recipient and its Recipient Researcher agree to destroy all earlier versions of the Data without undue delay once he has received such information, within the maximum of 7 days of the communication.
3. The aforementioned paragraph shall not apply to the extent that Data is saved in automatic back-up systems for which destruction shall follow the regular process of such back-up system, however, such Data shall be eliminated within a period of four (4) weeks after reception of the respective request to do so or within a period of four (4) weeks upon termination in accordance with this Agreement.

11. Effective Date of the Agreement

This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

12. Termination of the Agreement

1. This Agreement shall expire automatically 25 years after its signature by both parties.
2. This Agreement will terminate immediately upon any material breach of a provision of this Agreement.
3. Either party shall have the right to terminate this Agreement with immediate effect upon giving written notice of termination to the other party.
4. In the event that this Agreement is expired the **Recipient** is required to destroy/discard any Data held, including but not limited to, copies and backup

copies.

5. The aforementioned paragraph shall not apply to the extent that Data is saved in automatic back-up systems for which destruction shall follow the regular process of such back-up system, however, such Data shall be eliminated within a period of four (4) weeks after the date of termination.
6. Upon request of the **Provider**, the **Recipient** will certify the destruction of the Data and send it to the **Provider**.
7. The **Recipient** agrees that sections 6 and 7 of this Agreement remain in full force and effect in case of termination.
8. Notwithstanding the aforementioned, any provision of this Agreement related to confidentiality and/or Data protection shall survive the expiration of this Agreement to the extent that the statutory law provides for a deviating period of validity and effectiveness.
9. Nothing contained in this paragraph shall restrict the right of the **Provider** to seek injunctive relief to prevent any breach or threatened breach of this agreement.
10. Furthermore, nothing contained in this paragraph shall prohibit the **Provider** from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from **Recipient**.

13. Costs

1. The **Recipient** acknowledges that the **Provider** shall incur in costs when providing the Data to the **Recipient**, including but not limited to administrative costs and the cost of obtaining appropriate data storage devices.
2. The **Recipient** agrees to pay, at the request of the **Provider**, the aforementioned reasonable costs, within thirty (30) days after having received an invoice by the **Provider**.

14. Legal statements

1. The **Recipient** acknowledges that the **Provider** and all other parties involved in the creation, funding, or protection of the Data:
 - a) make no warranty or representation, express or implied as to the accuracy, quality, or comprehensiveness of the Data.
2. Except to the extent prohibited by law, the **Recipient** assumes all liability for damages that may arise from its use, storage or disposal of the Data.
3. The **Provider** will not be liable to the **Recipient** for any loss, claim or demand made by the **Recipient**, or made against the **Recipient** by any other party, due to or arising from the use of the data by the **Recipient**, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the **Provider**.

15. Governing Law

This Agreement (and any dispute, controversy, proceedings, or claim, of whatever nature, arising out of this Agreement or its formation) shall be construed, interpreted and governed by the laws of Portugal, excluding its conflict of law rules, being subject to the exclusive jurisdiction of the competent courts of Coimbra.