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**Clarkson University**

**Joint Multi-modal Biometric Dataset Release Agreement**

**Release #:**

**Introduction**

*Joint Archived Multimodal Biometric Dataset Collection* project is funded by the Center for Identification Technology Research (CITeR) at Clarkson University (CU), the National Science Foundation and the Department of Homeland Security. The goal of this project is to develop new techniques, technology and algorithms for automatic recognition and liveness detection of humans. Part of this project is the effort to collect the biometric features and store them as part of a joint multi-modal biometric dataset. This biometric dataset is meant to aid researchers in their work, to develop, train, test and evaluate the human recognition algorithms.

**Release of the database**

Dataset records are made available to researchers other than those specifically listed on the Clarkson University IRB Protocol Statement, only after the receipt of a completed and signed dataset release agreement. All the records are available on a case-by-case basis. Dataset records are released via an Internet site, CD or other media. All requests for the dataset are submitted to the Principal Investigator. By signing this agreement the requestor agrees to comply with the restrictions listed below and use the data consistent with the terms of the Joint Multi-modal Biometric Collection Subject Release. In addition it is the responsibility of the individual executing this agreement that the data being provided be handled and used pursuant to the rules and regulations of their institution’s IRB. Any failure to conform to these restrictions results in a denied access to the Joint Multimodal Biometric Dataset – CU.

**Consent**

Restrictions for use of Joint Multimodal Biometric Dataset:

1. **1. Requests for the multi-modal biometric dataset:** All requests for the biometric dataset records are submitted to the CU Principal Investigator.

**2. Redistribution:** Without prior approval from CU Principal Investigator, the entire or part of the biometric dataset will not be further distributed, published, copied or disseminated in any way or form, either for profit or not. This refers also to further distribution of the dataset records to any other facility or organizational unit, other than the one mentioned in the request.

**3. Modification and Commercial Use:** Without prior approval from the CU, the CU Joint Multimodal Biometric Dataset Collection, in whole or in part, may not be modified or used for commercial purposes. The license granted herein is specifically for the internal research purposes of Researcher, and Researcher shall not duplicate or use the disclosed CU Joint Multimodal Biometric Dataset

Collection, its content, or any seal, logo, mark, or phrase associated with or owned by CU, to manufacture, promote, or sell products or technologies (or part of it) either directly or indirectly for commercialization or any other direct for-profit purpose without the prior written permission of CU.

**4. Publication Requirements:** No biometric features captured and part of the CU Joint Multimodal Biometric Dataset records will be published or released in reports, papers and other documents, until an approval in writing is obtained from the CU Principal investigator. Before approval, CU Principal Investigator will ask the subject for permission. If the CU Principal Investigator approves release, no captured biometric features will be used in a way that can embarrass, discomfort or anguish the original subject. If the CU Principal Investigator approves release, a copy of all reports, papers or any other documents that use CU Joint Multimodal Biometric Dataset, must be submitted immediately upon release or publication to the CU Principal Investigator.

**5. Citation:** All documents and papers that report on research that uses the CU Joint Multimodal Biometric Dataset will acknowledge the use of the dataset by including an appropriate citation that will be provided upon request by the CU Principal Investigator.

**6. Signature:** The Database Release Agreement has to be signed by the requestor’s supervisor.

**7. Indemnification:** Researchers agree to indemnify, defend, and hold harmless Clarkson University, and its Board of Governors, officers, employees, and agents, individually and collectively, from any and all losses, expenses, damages, demands and/or claims based upon any such injury or damage (real or alleged) and shall pay all damages, claims, judgments or expenses resulting from Researcher’s use of the CU Joint Multimodal Biometrics Dataset Collection.

[ ] \_\_\_\_\_\_ (*Applicant Check box and initial*) Applicant attests to the fact that its organization is an Agency of the US Government. The Applicant states that the foregoing indemnification provision is not applicable to that agency and that U.S. Government liability, if any, will be determined solely by applicable Federal law such as the *Federal Torts Claims Act,* 28 U.S.C. § 1346(b) and 28 U.S.C. § 2671 – 2680; the *Privacy Act of 1974,* 5 U.S.C. § 552a, as Amended; the *Trade Secret Act*, 18 U.S.C. § 1905; the *Economic Espionage Act* 18 U.S.C. § 1831 *et seq.*; and any other law, regulation, and requirement applicable to Government employees.

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