

**DATABASE LICENSE AGREEMENT
VISIBLE AND THERMAL PAIRED FACE DATABASE**

Between:

EURECOM Groupement d'intérêt Economique, headquartered in Campus Sophia Tech, 450 Route des Chappes, 06410 Biot, France, registered under the number 383 181 575 at the Corporate and Trade register of Antibes, represented by Ulrich Finger, Director
Hereinafter called "EURECOM",

On one hand,

Address

Identification number if any

Represented by

(hereinafter "PARTNER").

On the other hand,
each a "party" together "the parties".

As previously referred to that, the EURECOM has developed certain valuable intellectual property consisting in a database of visible and thermal paired face images (hereafter "VIS-TH Database") acquired using FLIR Duo R.

PARTNER, a partner of EURECOM, having shown interest in using the VIS-TH Database for research and development work, both parties agree on the following:

Article 1: PURPOSE

1.1- EURECOM provides access to the VIS-TH Database –as described in Appendix 1–to PARTNER, who shall accept it.

1.2- Both parties expressly agree that PARTNER will use the VIS-TH Database only for internal research and development.

Under no circumstances, the PARTNER may grant access to the VIS-TH Database under this agreement to a third Party. And under no circumstances the VIS-TH Database should be used with the purpose of generating revenue (i.e. activities not related to, teaching, research or demonstration).

Article 2: RATE

EURECOM provides access to the Database for free.

Article 3: TERMS OF USE

PARTNER hereby agrees to use the VIS-TH Database for the exclusive purpose of internal research and development (article 1.2).

All documents and papers that report on research that uses the VIS-TH Database must acknowledge the use of the VIS-TH Database by including the name « EURECOM » and an appropriate citation of the following publication :

K. Mallat, J-L. Dugelay, « A benchmark database of visible and thermal paired face images across multiple variations », International Conference of the Biometrics Special Interest Group BIOSIG, pages 199-206, 2018

PARTNER agrees to inform EURECOM on the results of its experiments on simple request from EURECOM.

Those seeking to include renderings of images from the VIS-TH Database in reports, papers and other documents to be published or released must only include images from particular subjects that volunteered for this matter, their corresponding ID numbers will be provided with the VIS-TH Database.

Article 4: TERMINATION

4.1- Failure to observe the terms of use

In the event of a breach on the part of PARTNER to observe the terms of use set forth in Article 3, EURECOM may terminate the agreement by right and without notice through registered mail with notice of delivery.

The VIS-TH Database as well as all related documents shall immediately be returned to EURECOM.

4.2 – Term of the agreement

PARTNER undertakes to erase the VIS-TH Database of its files at the latest on December 31st 2024.

Article 5: CONFIDENTIALITY

PARTNER expressly agrees not to publish, nor disclose in any way the confidential scientific, technical or economic information that is the property of EURECOM, and which it may be access to while executing this contract without the written agreement of EURECOM.

Also, PARTNER agrees to keep the terms of this agreement confidential.

Article 6: INTELLECTUAL PROPERTY

This agreement carries no transfer of industrial or intellectual property right to the VIS-Th Database which remains the exclusive property of EURECOM.

Article 7: ACCESS RIGHTS

PARTNER has been informed that people in VIS-Th Database may exercise their rights of access,rectification and deletion of data at any time.
In such circumstances, PARTNER undertakes to correct or delete immediately the relating data.

Article 8: DISCLAIMER

Both parties expressly agree that the VIS-Th Database is put at the disposal of PARTNER with no warranty from EURECOM, including, but not limited to, warranties covering counterfeiting and those guaranteeing that a specific task can be performed.
Therefore, EURECOM shall in no way be held liable for lost profits, loss of use, or any incidental or consequential damages arising from the use of the Database.

Article 9: NO ASSIGNMENT OR TRANSFER OF THE DATABASE

The VIS-Th Database shall not in any way be provided to a third party without the prior express written consent of EURECOM.

Article 10 : ATTRIBUTION OF JURISDICTION

The parties agree that any litigation that may arise out of the interpretation and/or enforcement of this agreement shall fall under the jurisdiction of the Court of Antibes, France.

Article 11 : GOVERNING LAW

This agreement shall be governed by the Law of France.

Article 12: MISCELLANEOUS

Any provision of this agreement that may become invalidated shall in no way affect the other provisions of this agreement.

Executed on

Date _____

Place _____

EURECOM

Ulrich FINGER

Director

Company/University

Represented by

Title

APPENDIX 1

DATA PROCESSING PRINCIPLES

1. Purpose limitation Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. Automated decisions For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when

(a)

(i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.