

Application and Agreement to Participate in the Face Recognition Vendor Test (FRVT)

Last Updated: January 9, 2018

1. Who Should Participate

- 1.1. Face recognition researchers and developers from industry, research institutions, and academia are eligible to participate in the Face Recognition Vendor Test – hereafter referred to as the “FRVT”.
- 1.2. Anonymous participation will not be permitted. This means that signatories to this document, *Application and Agreement to Participate in the Face Recognition Vendor Test* (“Agreement”), acknowledge that they understand that the results (see Section 4) of the test of their Submission will be published with full attribution to their institution or organization (“Organization”).

2. How to Participate

- 2.1. In order to participate in FRVT, an Organization must provide the information requested in Section 5 of this Agreement identifying the Responsible Party and the Point of Contact. Organization must also print and sign this Agreement, attach business cards from each of the signing parties, and send it to the location designated in Section 5. Signatures of both the Responsible Party and the Point of Contact are required.
 - 2.1.1. The Responsible Party is an individual with the authority to commit the organization to the terms in this Agreement.
 - 2.1.2. The Point of Contact (POC) is an individual with detailed knowledge of the participating Submission.
 - 2.1.3. In some cases, the Responsible Party and the POC may be the same person.
- 2.2. Upon receipt of the signed application by the National Institute of Standards and Technology (NIST), the organization will be classified as a “Participant.” NIST must receive this signed application either before or with the algorithm prototypes. Algorithm prototypes (“Submissions”) shall be submitted as pre-compiled software libraries. They may be submitted anytime after **February 17, 2017**. The application shall be submitted either before or with the **first** Submission; subsequent Submissions do not require additional applications.
- 2.3. NIST intends to evaluate all Submissions from all Participants on a first come, first served basis.
- 2.4. Participant shall provide a submission (“Submission”), conforming to the specifications in the *Concept, Evaluation Plan, and API* (“Test Plan”) available at <https://www.nist.gov/programs-projects/face-recognition-vendor-test-frvt-ongoing>
A Submission shall include all executable code, validation results, configuration files, documentation, and all other files required by NIST and the Participant to validate and execute the tests specified in the Test Plan.
- 2.5. The Submission need not be used in a production system or be commercially available. However, the Submission must, at a minimum, be a stable implementation conforming to the Test Plan that NIST has published for FRVT.
- 2.6. The Submission must be encrypted and signed before transmission to NIST. Instructions for Submission can be found on the FRVT website. Generic encryption instructions can be found in the Image Group’s *Encrypting Software for Transmission to NIST* document available at <https://www.nist.gov/itl/iad/image-group/products-and-services/encrypting-softwaredata-transmission-nist>
A box for the Participant’s public key fingerprint is included on the Agreement. Submissions that are not signed with the public key fingerprint listed on the Agreement will not be accepted.
- 2.7. Submissions must be compliant with the Test Plan, NIST test hardware, and NIST test software. Submissions must be delivered to NIST during the submission period given in paragraph 2.2 of this agreement according to the technical specifications given in the Test Plan.

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- 2.8 To the extent allowable by Federal law, NIST agrees to protect Submissions as business proprietary information by using same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Proprietary Information as NIST uses to protect its own confidential information of a like nature. NIST agrees not to transfer any Submissions to any third party without the prior written permission of the Participant.
- 2.9 These provisions 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.

3. Points of Contact

- 3.1. The FRVT Liaison is the NIST point of contact for FRVT.
- 3.2. All questions should be directed to frvt@nist.gov, which will be received by the FRVT Liaison and other FRVT personnel.
- 3.3. These questions and answers may be provided as updates to the Test Plan at the discretion of the FRVT Liaison.

4. Release of FRVT Results

- 4.1. After the completion of FRVT testing, NIST will publish all results obtained, along with the Organization's name on the internet, and potentially in government meetings, conferences, workshops or journals. NIST does not intend to publicly disclose any pre-decisional data generated from testing the Participant's Submission in accordance with the Test Plan. Participant acknowledges that such pre-decisional data may be subject to mandatory public disclosure in accordance with relevant Federal regulations.
- 4.2. Participant will be notified of its results via the Responsible Party and the Point of Contact provided on the Agreement.
- 4.3. After the release of FRVT results, Participant may use the results for its own purposes. Such results shall be accompanied by the following phrase: "Results shown from NIST do not constitute an endorsement of any particular system, product, service, or company by NIST." Such results shall also be accompanied by the Internet address (URL) of the FRVT website:
<https://www.nist.gov/programs-projects/face-recognition-vendor-test-frvt-ongoing>

5. Additional Information

- 5.1. Any data obtained during FRVT, as well as any documentation required by NIST from the Participant (except the Submission), becomes the property of FRVT. Participant will not acquire a proprietary interest in the data and/or submitted documentation. Any data or documentation that qualifies as business proprietary information, as defined by the Freedom of Information Act (5 USC Section 552) will be treated as confidential in accordance with Section 2, and will only be used for the purposes of the FRVT test.
- 5.2. Participant agrees that it will not file any FRVT-related claim against FRVT sponsors, supporters, staff, contractors, or agency of the U.S. Government, or otherwise seek compensation for any equipment, materials, supplies, information, travel, labor and/or other Participant-provided services.
- 5.3. NIST is not bound or obligated to follow any recommendations that may be submitted by the Participant. NIST is not bound, nor is it obligated, in any way to give any special consideration to Participant on future

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contracts.

- 5.4. NIST is conducting FRVT pursuant to 15 U.S.C. §272(b)(8), (c)(2), and (c)(14).
- 5.5. By signing this Agreement, Participant acknowledges that it understands any test details and/or modifications that are provided on the FRVT website supersede the information in this Agreement.
- 5.6. Participant may withdraw from FRVT at any time before its Submission is received by NIST, without its participation and withdrawal being documented in the Final Report(s).
- 5.7. NIST will use the Participant's Submission only for the agreed-upon FRVT test, and in the event errors are subsequently found, to re-run prior tests and resolve those errors.
- 5.8. NIST agrees not to use the Participant's Submission for purposes other than indicated above, without express permission by the Participant.
- 5.9. Original signed copies of the FRVT application are required. Original, signed copies of this application, with business cards from both signing parties attached, must be mailed to the address below. These must be signed paper hardcopies. Scanned documents submitted via email are not acceptable. Please send an email message to frvt@nist.gov stating that you have sent your application. NIST will not accept applications from generic email addresses (e.g. gmail.com, hotmail.com, etc.). Upon receipt of your application, we will send you a confirmation email message.

Mailing Address:

FRVT Liaison
National Institute of Standards and Technology
Information Access Division (774.03)
100 Bureau Drive, Mailstop 8940
Gaithersburg, MD 20899-8940

In cases where a courier needs a phone number, please use the NIST shipping and handling number: 301-975-6928.

Participants should complete the box below per the instructions for transmission of encrypted content to NIST as defined in the *Encrypting Software for Transmission to NIST* document and available at <https://www.nist.gov/itl/iad/image-group/products-and-services/encrypting-softwaredata-transmission-nist> If preferred, participants can fax their public key to the FRVT Liaison at 301-975-5287.

Participant's public-key fingerprint (enter here)	
NIST's public-key fingerprint	B907 5A04 A0D8 E18C 82AF 0999 5A18 F90B 6224 A80F

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Request to Participate

With my signature, I hereby request consideration as a Participant in the Face Recognition Vendor Test (FRVT), and I am authorizing my Organization to participate in FRVT according to the rules and limitations listed in this Agreement.

With my signature, I also state that I have the authority to accept the terms stated in this Agreement.

SIGNATURE, TITLE AND ORGANIZATION OF RESPONSIBLE PARTY

DATE

PRINTED NAME AND EMAIL ADDRESS OF RESPONSIBLE PARTY

SIGNATURE, TITLE AND ORGANIZATION OF POINT OF CONTACT

DATE

PRINTED NAME AND EMAIL ADDRESS OF POINT OF CONTACT

ATTACH BUSINESS CARDS HERE FOR ALL SIGNING PARTIES