

## DATA USE AGREEMENT FOR EVALUATION MEDIA

This Data Use Agreement ("Agreement"), which takes effect as of the date of signature of both parties ("Effective Date"), is entered into by and between \_\_\_\_\_ ("Media Recipient") and the Information Technology Laboratory of the National Institute of Standards and Technology ("Media Provider"). The purpose of this Agreement is to provide Media Recipient with access to Evaluation Media ("EM") for use in the MediFor Research project.

### Definitions

Evaluation Media ("EM") – Media, both still and video imagery, to be provided to the Media Recipient by the Media Provider for training, testing and analysis purposes. The EM will be assembled from suitably licensed web resources and High Provenance (HP) imagery where the capturer of the imagery is known. All HP media will be public domain or under Creative Commons zero license (CC0): <https://creativecommons.org/choose/zero/>.

Supporting Documentation – Any documentation accompanying the EM including descriptions of the manipulation and details related to image provenance.


1. Responsibilities of Media Provider. Media Provider agrees to:
  - a. Provide EM to the Media Recipient for test and evaluation in accordance with the definition above and the goals of the MediFor project.
  - b. Notify Media Recipient when provided EM is approved for public release.
  
2. Responsibilities of Media Recipient. Media Recipient agrees to:
  - a. Use or disclose the EM and Supporting Documentation only for the purposes permitted by this Agreement;
  - b. Use appropriate safeguards to prevent use or disclosure of the EM and Supporting Documentation other than as permitted by this Agreement;
  - c. Report to Media Provider any use or disclosure of the EM or Supporting Documentation of which Media Recipient becomes aware that is not permitted by this Agreement, including the presence of prohibited identifiers;
  - d. Require any of Media Recipient's subcontractors, agents, or any other party, that Media Recipient grants access to the EM or Supporting Documentation to agree to the same restrictions and conditions on the use and/or disclosure that apply to Media Recipient under this Agreement;
  - e. Not use the information present in the EM or Supporting Documentation, alone or in combination to identify or contact any individuals whomay be depicted in any fashion in the provided imagery; and
  - f. Not release or redistribute EM or supporting documentation prior to public release approval outside the MediFor project without the express written approval of Media Provider or the Government.
  
3. Disclosure or Release of EM.
  - a. Any EM approved for public release shall be restricted only by the terms of the license under which it has been made available.

- b. The license applied to the EM and Supporting Documentation will follow the most restrictive license of the source imagery or the Creative Commons zero license (CC0).
- c. EM will only be licensed for public release after testing and evaluation is complete and results have been published to protect the blindness of test material. The descriptions of the manipulations will also be provided when release is authorized.

4. Term & Termination The Agreement shall remain in force until:

- a. Term. The term of this Agreement shall commence as of the Effective Date and terminate 1 year from Effective Date.
- b. Termination by Media Recipient. Media Recipient may terminate this Agreement at any time by notifying the Media Provider and returning or destroying any provided EM which has not yet been approved for public release.
- c. Termination by Media Provider. Media Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Media Recipient and requesting the return or destruction of any provided EM which has not yet been approved for public release.

**Media Provider**

By:   
Name: Jonathan G. Fiscus  
Title: Sup. Computer Scientist  
Date: 5-29-19

**Media Recipient**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_