

CONTACTLESS FINGERPRINT CAPTURE DEVICE MEASUREMENT RESEARCH PROGRAM

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

Article 1. Introduction

This Cooperative Research and Development Agreement (“**Agreement**”) is entered into by and between _____ (“**Participant**”) and the National Institute of Standards and Technology (“**NIST**”) (collectively known as the “**Parties**”) for participation of the Participant in NIST’s Contactless Fingerprint Capture Device Measurement Research Program. NIST enters into this Agreement pursuant to the authorities granted to NIST under Title 15, United States Code, §3710a.

Article 2. Objectives of Program

- 2.1 NIST is conducting research and development to create methodologies for measuring the image fidelity of contactless fingerprint capture devices. The objective of the Contactless Fingerprint Capture Device Measurement Research Program (“**Program**”) is to produce open testing methods, metrics, and artifacts that will support the certification of these types of devices for inclusion on Government Certified Products Lists (“**Purpose**”). NIST does not evaluate commercial products under this Agreement and will not endorse any product, software or service used by NIST for this Program.
- 2.2 The research and development activities which will be undertaken by this Program will be located at NIST’s facility or occasionally offsite for data collection and are detailed in the Research Plan in Appendix A, incorporated herein by reference. The research under this Agreement shall be performed on a reasonable efforts basis.
- 2.3 The research to be conducted under this Agreement does not involve human subjects within the meaning of 15 CFR Part 27, or any animal subjects within the meaning of 7 USC §2131 *et seq.* and 9 CFR Parts 1, 2, and 3.
- 2.4 In order to further the objectives of this Program, NIST intends to enter into the same terms and conditions under separate cooperative research and development agreements with other device manufacturers and organizations.

Article 3. Contributions of Participants

- 3.1 NIST will use Collaborator’s contactless fingerprint capture device as a hardware unit (“**Device**”), related software (“**Software**”) and non-proprietary technical information about the Device (“**Documentation**”) for installation and operation. If the Collaborator loans the Device and Software to NIST, these items shall be listed in Appendix A or a separate Addendum, and such items may solely be used for the Purpose of this Program. The Device must be able to sense fingerprints in a contactless manner and output the resulting images or image products such that they are accessible to NIST for analysis.
- 3.2 The Program will be solely managed by NIST’s Fast Capture Liaison (contact information provided in Appendix A). Participants may communicate comments to the Fast Capture Liaison, but NIST is not obligated to adopt the recommendation of any Participant. All correspondence should be directed to the Fast Capture Liaison at fastcap@nist.gov.
- 3.3 In order to achieve the objectives of the Program, NIST will work with an employee of a federally-funded contractor (hereinafter “**Contractor**”), which is not a party to this Agreement.

Article 4. Proprietary Information and Protection of Results

- 4.1 **Proprietary Information.** The Parties agree that no Proprietary Information will be disclosed by either Party under this Agreement. For the purposes of this Article, Proprietary Information shall mean any trade secret

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or scientific, business, or financial information that is proprietary to Participant, except if such information was in NIST's possession before receipt from Participant; or is or becomes a matter of public knowledge through no fault of NIST; or is received by NIST from a third party without a duty of confidentiality; or is disclosed by Participant to a third party without a duty of confidentiality on the third party; or is independently disclosed by NIST with Participant's prior written approval; or is independently developed by NIST without reference to information disclosed hereunder. Any disclosure of Proprietary Information to the Contractor shall be directly from Participant and shall be governed by a separate confidentiality agreement between the Participant and Contractor, which shall obligate Contractor not to disclose such Proprietary Information to NIST. Participant agrees to indemnify and hold NIST harmless from breaches of any duty of confidentiality by the Contractor with respect to Proprietary Information disclosed by Participant to the Contractor.

- 4.2 **Results.** Under the Program, NIST researchers will present controlled artifacts to the Device and measure various properties of the captured images. NIST will provide Device images and measurements (“**CRADA Data**”) to the Participant upon Participant's written request. Participant may use, reproduce and distribute CRADA Data for its own purposes; provided that, if Participant publishes CRADA Data, such publication shall include the following disclaimer: “Results shown from the Contactless Fingerprint Capture Device Measurement Research Program do not constitute endorsement of any particular product by the U.S. Government.”
- 4.3 **Protected CRADA Information.** “**CRADA Protected Information**” shall refer to information, including CRADA Data (not including images collected by the device in the course of testing at NIST), that is developed by NIST in the course of the activities under the Program, that is specific to the Participant's Device, Software or Documentation, and that could have been treated as privileged or confidential had it been obtained from a non-Federal party. Unless otherwise mutually agreed upon by the Parties in writing, NIST shall not disclose such CRADA Protected Information to any third party for five (5) years from the development of the CRADA Protected Information. NIST will treat CRADA Protected Information as exempt from disclosure for the period designated in this Article under the provision of subchapter II of chapter 5 of title 5, United States Code. Images collected from the devices (using non-live artifacts/targets) may be shared with others within the federal government for the purposes of managing interoperability and system intake issues, or included in publications discussing aggregate results (anonymously with no attribution to the vendor).

Article 5. Intellectual Property

- 5.1 This Section applies to any Device, Software or Documentation loaned by Participant to NIST under this Agreement. Participant grants to NIST a non-exclusive, non-transferrable, royalty-free license to use its Device, Software and Documentation for the Purpose of the Program and no other rights or licenses are granted herein by Participant to NIST or to any third party. NIST shall retain control over and not transfer the Device, Software and Documentation to any third party. Participant shall retain title to the Device, Software and Documentation unless otherwise agreed upon by the Parties in writing.
- 5.2 The Parties do not intend to create any intellectual property under the SoW of this Agreement (“CRADA Invention”). In the unlikely event that a CRADA Invention is conceived, the Parties agree to not file for any patent or copyright protection, and Contractor reserves its rights under 35 USC 202 to elect to retain ownership of its interest in any such intellectual property only if it does so in accordance with 35 USC 202(c). As a result of NIST's intent not to file any patent application on CRADA Inventions, Participant affirmatively declines its option to licensing NIST's interest in any CRADA Inventions. Notwithstanding the preceding, on behalf of the U.S. Government, NIST is required by statute to retain a nonexclusive, nontransferable, irrevocable, paid-up license from Participant to practice or have Participant's sole CRADA Inventions or Participant's interest in joint CRADA Inventions practiced throughout the world by or on behalf of the U.S. Government.

Article 6. Duration and Modification of Agreement

- 6.1 **Duration.** This Agreement shall be effective upon the date of the last signature below (“Effective Date”) for the duration of the Agreement as stated in Appendix A (“Expiration Date”), unless terminated earlier in accordance with this Article.
- 6.2 **Termination Notices.** Each party has the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

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- 6.3 **Disputes.** Any dispute arising under this Agreement, which is not disposed of by agreement of the Parties, shall be submitted jointly to the signatories of this Agreement. A joint decision of the signatories or their designees shall be the disposition of such dispute. If the signatories cannot reach a joint decision, either Party may terminate this Agreement immediately.
- 6.4 **Amendments.** NIST may request modifications to the terms and conditions of this Agreement in order to achieve the objectives of the Program. Participant may request modifications to Appendix A. Any modification will be effective only upon full execution of a written amendment signed by the Parties to this Agreement.
- 6.5 **Return of Devices.** This Section applies to any Device, Software or Documentation loaned by Participant to NIST under this Agreement. Within thirty (30) days of the Expiration Date or the date of earlier termination, any Devices, Software and documentation provided by Participant to NIST will be returned to Participant unless otherwise agreed by the Parties in writing. NIST will delete all installed copies of software and documentation and provide documentation to Participant of such deletion.

Article 7. Miscellaneous

- 7.1 Participant shall not use the names of NIST or the Department of Commerce on any advertisement, product or service, which is directly or indirectly related to the Program without prior written approval by NIST. Nothing in this section prohibits Participant from referencing or referring to any publically available NIST reports and calibration services, provided that Participant does not imply an endorsement by the United States Government of any product or service.
- 7.2 The United States Government and individual agencies are prohibited from, in any way, giving any special consideration to Program Participants or any other party on future procurements or contracts.
- 7.3 Participant agrees to comply with United States export laws and regulations, including but not limited to the International Traffic in Arms Regulations (22 C.F.R. Part 121 *et seq.*) and the Department of Commerce Export Administration Regulations (15 C.F.R. Part 730 *et seq.*). Participant agrees that during the performance of work under this Agreement, no technical data created under this Agreement which is controlled by U.S. Export laws and regulations shall be disclosed to any foreign national, firm, or country, including foreign nationals employed by Participant, without Participant first obtaining the appropriate licenses or approvals, if necessary.
- 7.4 This Section applies to any Device, Software or Documentation loaned by Participant to NIST under this Agreement. NIST shall not transfer, sublicense, reproduce, disassemble, modify, reprogram, translate, reverse engineer, remove copyright notices, or otherwise alter the equipment being provided by Participant. NIST shall not attempt to decipher or recreate the source code.
- 7.5 Participant agrees to hold harmless NIST for any harm or damage incurred in the course of participating in the Program. The U.S. Government shall not be responsible for damage to any property of Participant provided to NIST under this Agreement. Neither Party shall be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages for claims arising under this Agreement.
- 7.6 **ALL MATERIALS, EQUIPMENT OR SOFTWARE PROVIDED BY EACH PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF ANY RESEARCH OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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7.7 The provisions of Articles 4.3, 5.2, 6.3, 6.5 and 7.1 through 7.7 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

Signatory for PARTICPANT:

Date

Signatory Contact, Company Name and Address:

Signatories for NIST:

Courtney Silverthorn
(A) Director, Technology Partnership Office

Date

NIST Contact Information:

NIST Technology Partnerships Office
CRADA Administrator
100 Bureau Drive, Gaithersburg, MD 20899-2200

Courtesy copy: ipp@nist.gov

CRADA Identification Number:
Participant:

Appendix A
Contactless Fingerprint Capture Device Measurement Research Program

PART I. Participant Certifications. By signing above, Participant certifies the accuracy of the information it provides in this Part I.

1. **Foreign Control/Ownership.** Participant must provide the following information to NIST in order for NIST to finalize this Agreement. Please check any and all of the boxes that apply:
 - Participant certifies that it is not subject to the control of any foreign company or government, and agrees to notify NIST within thirty (30) days should it become subject to the control of a foreign company or government at any time during this Agreement;
 - Participant acknowledges that it is subject to the control of the following foreign company or government:
_____ (Company Name, Country/Government);
 - Participant certifies that it is incorporated under the laws of one of the states or territories of the United States; and
 - Participant certifies that it has a manufacturing presence in the United States.
2. **Participation in other Federally Funded Projects:** NIST may enter into CRADAs with recipients of awards from other Federal agencies, or other awards from NIST. Participant certifies that:
 - Participant's participation in this Agreement is not supported by other Federal or NIST Funds.
 - Participant is a recipient of other Federal or NIST Funding that is related to the work done under this Agreement. The relevant Federal funding is provided under the following funding agreements or contracts:
[Please describe applicable Federal funding agreements or contracts.]
3. **Restricted Information:** Participant certifies that:
 - The Statement of Work (SOW) does not pertain to federally classified or otherwise restricted subject matter.
 - The Statement of Work (SOW) does pertain to federally classified or otherwise restricted subject matter, and Participant has notified the NIST Fast Capture Liaison of such restriction.
4. **Protection of Human Subjects:** To assure compliance with 15 CFR Part 27 (the Common Rule for Protection of Human Subjects) and other relevant statutes, regulations and Presidential statements of Policy, Collaborator certifies that:
 - The Research Plan does not involve human subjects within the meaning of the Common Rule, 15 CFR Part 27.
 - The Research Plan involves human subjects within the meaning of 15 CFR Part 27, and Collaborator agrees to take all steps required by NIST to assure compliance with 15 CFR Part 27. Collaborator certifies that research involving human subjects shall not begin until an appropriate exemption or IRB review is completed and approved by NIST.

PART II. Party Contributions

1. Duration of Agreement: This Agreement shall be effective from the date of the last signature (“Effective Date”) through November 1, 2025.
2. NIST Contributions:
 - NIST’s Principal Investigator(s): *(The NIST P.I. may change at NIST management’s sole discretion.)*

John M. Libert NIST Information Access Division (774) 100 Bureau Drive, Gaithersburg, MD 20899-8940 301-975-3828; john.libert@nist.gov	Shahram Orandi NIST Information Access Division (774) 100 Bureau Drive, Gaithersburg, MD 20899-8940 301-975-3261; shahram.orandi@nist.gov
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 - NIST Employees: Kenneth Ko, Bruce Bandini
 - NIST Facility: Gaithersburg, MD:
Information Technology Laboratory / Information Access Division /
Image Group
 - Contractor: John Grantham, Systems Plus, Inc.
3. Participant’s Contributions:
 - Participant’s Principal Investigator(s):

 - Participant Project Team:

 - Participant’s loaned Device, Software and Documentation:

PART III. Research Plan.

The objective of the Contactless Fingerprint Capture Device Measurement Research Program is to work collaboratively with the Participant to produce open testing methods, metrics, and artifacts that will support the certification of these types of devices for inclusion on Government Certified Products Lists. Participant will provide devices, software and documentation, and will be involved in the research in order to provide expertise on operating and evaluating the device. The research will not involve device or software development. The purpose of the Program is to develop a set of calibration artifacts to be used along with a new set of certification testing procedures for contactless fingerprint devices. Multiple participants are sought for the Program so that artifacts and testing procedures can be developed that are broadly applicable across a number of contactless fingerprint devices. In this way, the Program is helping NIST meet its mission to support both Industry and Government through measurement and standardization of new technologies. This effort advances NIST efforts in certifying biometrics standards on behalf of the US Government.