

# Application and Agreement to Participate in the Tattoo Recognition Technology – Evaluation (Tatt-E)

Last Updated: November 28, 2016

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## 1. Who Should Participate

- 1.1. Tattoo recognition technology researchers and developers from industry, research institutions, and academia are eligible to participate in the Tattoo Recognition Technology - Evaluation (Tatt-E) – hereafter referred to as the “Tatt-E”.
- 1.2. Anonymous participation will not be permitted. This means that signatories to this document, Application and Agreement to Participate in the Tattoo Recognition Technology – Evaluation (“Agreement”), acknowledge that they understand that the results (see Section 4) of the test of the Submission will be published with attribution to their Organization.

## 2. How to Participate

- 2.1. In order to participate in Tatt-E, 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 “Tentative Evaluation Participant.” NIST must receive this signed application either before or with the algorithm prototypes. Algorithm prototypes shall be submitted as pre-compiled software libraries. They may be submitted during the submission period from **December 1, 2016 to September 15, 2017**. The application is required to be submitted either before or with the **first** software library submission; subsequent submissions do not require additional applications.
- 2.3. It is the NIST’s desire to select all Tentative Participants as Participants. However, if demand for participation exceeds NIST’s ability to properly evaluate the technology, NIST will select Participants on a first come - first served basis.
- 2.4. Participant shall provide a submission (“Submission”), as specified in the document *Tatt-E: Concept, Evaluation Plan, and API (“Test Plan”)* available at <https://www.nist.gov/itl/iad/image-group/programs/projects/tattoo/tattoo-recognition-technology-evaluation-tatt-e>. 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 capable of conforming to the Test Plan that NIST has published for Tatt-E.
- 2.6. The Submission must be encrypted before transmitting to NIST. Instructions for Submission can be found on the Tatt-E 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-software-data-transmission-nist>. A box for the Participant’s public key fingerprint is included on the Agreement. Submissions that are not signed with the public

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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.
- 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 Tatt-E Liaison is the NIST point of contact for Tatt-E.
- 3.2. All questions should be directed to [tatt-e@nist.gov](mailto:tatt-e@nist.gov), which will be received by the Tatt-E Liaison and other Tatt-E personnel.
- 3.3. These questions and answers may be provided as updates to the *Tatt-E: Concept, Evaluation Plan, and API* at the discretion of the Tatt-E Liaison.

### 4. Release of Tatt-E Results

- 4.1. After the completion of Tatt-E testing, NIST will publish all results obtained, along with the Organization's name in final reports ("Final Report"). 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 Tatt-E 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 Tatt-E website (<https://www.nist.gov/itl/iad/image-group/programsprojects/tattoo/tattoo-recognition-technology-evaluation-tatt-e>).

### 5. Additional Information

- 5.1. Any data obtained during Tatt-E, as well as any documentation required by NIST from the Participant (except the Submission), becomes the property of NIST. 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

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the Tatt-E test.

- 5.2. Participant agrees that it will not file any Tatt-E-related claim against Tatt-E 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 contracts.
- 5.4. NIST is conducting Tatt-E 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 Tatt-E website supersede the information in this Agreement.
- 5.6. Participant may withdraw from Tatt-E 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 Tatt-E 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 Tatt-E 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 [tatt-e@nist.gov](mailto:tatt-e@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:

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

**Participants should complete the box below per the instructions for transmission of encrypted content to NIST as defined in the *Tatt-E: Concept, Evaluation Plan, and API* 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 Tatt-E Liaison at 301-975-5287.**

Participant's public-key fingerprint (enter here)	
NIST's public-key fingerprint	<b>69B8 0202 A637 A012 9735 A61B 01CD 0AAD 7FDE 970F</b>

**Request to Participate**

**With my signature**, I hereby request consideration as a Participant in the Tattoo Recognition Technology - Evaluation (Tatt-E), and I am authorizing my Organization to participate in Tatt-E 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