**BASEL FACE MODEL  
Non-Commercial License for Research Institutions**

This AGREEMENT is made by and between the University of Basel, Petersgraben 35, CH- 4003 Basel, Switzerland on behalf of the Department of Mathematics and Computer Science, Spiegelgasse 1, CH - 4051 Basel, Switzerland (hereinafter referred to as "UNIVERSITY OF BASEL")

and

Institution's Name, Address, Country ("LICENSEE")

relating to the transfer of the “Basel Face Model (BFM)” (hereinafter referred to as “DATA”) to LICENSEE.

THE DATA ARE BEING PROVIDED TO YOU BY THE UNIVERSITY OF BASEL UNDER THE LICENSE TERMS GIVEN BELOW. YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND WILL COMPLY WITH THE LICENSE TERMS.

**Signatory for LICENSEE:**

**Authorized signature for researcher’s institution on behalf of the individual researcher or  
research unit:**

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SIGNATORY NAME and TITLE (printed) PLACE, DATE and SIGNATURE

**Acknowledging signature of the individual researcher or for the research unit   
(requesting scientist):**

I have read and understood the terms of this Agreement.

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SIGNATORY NAME and TITLE (printed) PLACE, DATE and SIGNATURE

E-MAIL-ADRESS OF REQUESTING SCIENTIST: @

# LICENSE TERMS

# Introduction

(i) UNIVERSITY OF BASEL Department of Computer Science (Prof. Dr. Thomas Vetter (PRINCIPAL INVESTIGATOR) has developed the product “Basel Face Model (BFM)” (hereinafter referred to as “DATA”)..

(ii) LICENSEE wishes to obtain a non-exclusive, non-transferable and royalty-free license of the DATA for use solely in research and/or for testing purposes as specified in this AGREEMENT.

# In consideration of the above premises LICENSEE agrees as follows:

# Definitions

1.1 “DATA” are Linear Face Model, derived from 200 Neutral Expression Heads (BFM) as described in the publication “A 3D Face Model for Pose and Illumination Invariant Face Recognition”[[1]](#footnote-1) developed by Prof. Dr. T. Vetter and distributed by the Department of Computer Science at UNIVERSITY OF BASEL. UNIVERSITY OF BASEL is the sole owner of any copyrights alleged with the DATA..

1.2 AGREEMENT shall mean this document as signed by the authorized official of the LICENSEE.

# Grant/Scope of License

# 2.1 UNIVERSITY OF BASEL hereby grants to LICENSEE a non-exclusive, non-transferable, royalty-free license to use the DATA and any related documentation.

# 2.2 The DATA will be distributed over the Internet to LICENSEE only. The DATA are provided as described in the publication “A 3D Face Model for Pose and Illumination Invariant Face Recognition”1. Any associated documentation is licensed, not sold, to LICENSEE.

# 2.3 After receipt of a fully executed copy of this AGREEMENT, and subject to final approval by UNIVERSITY OF BASEL, the LICENSEE will be supplied with the DATA.

2.4 UNIVERSITY OF BASEL will not provide any services or support in connection with the DATA or technical support within the scope of this AGREEMENT.

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3.5 LICENSEE agrees to reference the publication “A 3D Face Model for Pose and Illumination Invariant Face Recognition”1 and acknowledge Prof. Dr. T. Vetter, Department of Computer Science, and the UNIVERSITY OF BASEL as the source of the DATA in any publications reporting use of it or any manual or document. A copy of all reports and papers that are for public or general release that use the DATA must be forwarded immediately upon release or publication to the DATA Principal Investigator.

4. Warranty Disclaimer

4.1 THE LICENSED DATA IS PROVIDED "AS IS" AND UNIVERSITY OF BASEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT WITHOUT LIMITATION, UNIVERSITY OF BASEL MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTIBILY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE FUNCTIONS CONTAINED IN THE DATA WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE USE OF THE LICENSED DATA OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY'S PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. FURTHERMORE, BASEL UNIVERSITY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE DATA IN TERMS OF CORRECTNESS, ACCCURACY, RELIABILITY, OR OTHERWISE OR THAT DEFECTS IN THE DATA WILL BE CORRECTED. UNIVERSITY OF BASEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, OR ANY OTHER RELIEF, OR FOR ANY CLAIM BY ANY THIRD PARTY, ARISING FROM THE USE OF THE LICENSED DATA.

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# 5. Title and Ownership.

Title, ownership rights, and intellectual property rights in and to the DATA shall remain with UNIVERSITY OF BASEL.

# 6. Term and Termination

6.1 This AGREEMENT shall become effective upon receipt of a fully executed copy by the UNIVERSITY OF BASEL.

6.2 UNIVERSITY OF BASEL may terminate this AGREEMENT upon 30 (thirty) days advance written e-mail notification to LICENSEE at the address above. Upon evidence of violation of any of the terms under this AGREEMENT by LICENSEE, UNIVERSITY OF BASEL may terminate this AGREEMENT without previous notice.

6.3 Upon termination LICENSEE is obliged to uninstall the DATA from all its computers and to destroy any copies of the DATA kept according to this AGREEMENT.

6.4 Unless earlier terminated, this AGREEMENT shall automatically expire at the end of ten years after the execution of this AGREEMENT.

6.5 Articles 4 and 5 shall survive the termination or expiration of this AGREEMENT for any reason in addition to those articles surviving by operation of law.

# Miscellaneous

7.1 This AGREEMENT and the license granted herein or any part thereof under this AGREEMENT are not assignable by LICENSEE without the prior written approval of UNIVERSITY OF BASEL.

7.2 Neither party shall use the names or trademarks of the other, its related entities and its employees, or any adaptations thereof, in any advertising, promotional or sales literature, or in any securities reports required by the respective authorities, without the prior written consent of the party so affected.

7.3 Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

7.4 This AGREEMENT sets forth the entire AGREEMENT between the parties with respect to the subject matter hereof. No supplement, modification or amendment of this AGREEMENT shall be binding, unless in writing signed by a duly authorized representative of each party to the AGREEMENT.

7.5 Should some or several provisions of this AGREEMENT be ineffective or invalid, or should there be an omission in this AGREEMENT, the effectiveness, respectively the validity of the remaining provisions shall not be affected thereby. An ineffective, respectively, invalid provision shall be replaced by the interpretation of the agreement which comes nearest to the economic meaning and the envisaged economic purpose of the ineffective respectively, invalid provision. The same applies in the case of a contractual gap

7.6 The terms stipulated in this AGREEMENT may not be modified in any way without the mutual consent of the parties in writing.

# Governing Law and Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND. Any dispute arising from or in connection with this AGREEMENT will be finally settled by the courts of Basel-City, Switzerland.

Instructions:

To obtain a login to access the Basel Face Model data, please

* fill in the date, name, institution's name & address fields and your email address on page 1.
* print, sign, and let this Agreement be signed by an authorized person of your institution
* mail the license agreement to:

Thomas Vetter

Departement Mathematik und Informatik

Spiegelgasse 1

CH-4051 Basel

Switzerland

Please note that license agreements that are faxed or emailed to us cannot be processed.

1. Paysan P.,Knothe R., Amberg B., Romdhani S., and Vetter T.A 3D Face Model for Pose and Illumination Invariant Face Recognition.

   IN: Proceedings of the 6th IEEE International Conference on Advanced Video and Signal based Surveillance (AVSS) for Security, Safety and Monitoring in Smart Environments Genova (Italy), pp 296 - 301, September, 2009 [↑](#footnote-ref-1)