

LICENSE AGREEMENT
FOR RESEARCH USE OF
THERMAL FOCUS IMAGE DATABASE

Effective as of _____ [EFFECTIVE DATE]

Escola Universitària Politècnica de Mataró – Tecnocampus, Avda. Ernest Lluch 32, 08302 Mataró (Barcelona), Spain, (hereinafter “LICENSOR”) and

_____ [Affiliation of LICENSEE]

having offices at

_____ [Address of LICENSEE]

(hereinafter “LICENSEE”), in consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, hereto agree as follows:

1. LICENSOR developed certain valuable intellectual property, known as the **Thermal Focus Image Database** (hereinafter “Database”) containing biometric data dissociated from personal data. These biometric data do not permit the identification of the subjects included in the Database and, therefore, are considered according to the Spanish legislation in force as non-personal data.
2. LICENSOR desires to grant a license to LICENSEE for the use of the Database. This license will in no case be considered a transfer of the Database.
3. LICENSEE shall have no rights with respect to the Database or any portion thereof and shall not use the Database except as expressly set forth in this Agreement.
4. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE for research use only, for a period of 2 years starting at the effective date above mentioned renewable upon the discretion of LICENSOR, a royalty-free, nonexclusive, nontransferable, license subject to the following conditions:
 - 4.1. The Database is only for the research use of LICENSEE and, in a need-to-know basis, of those direct research colleagues who belong to the same research institution as LICENSEE and have adhered to the terms of this license.
 - 4.2. The Database will not be copied nor distributed in any form other than for backup of LICENSEE.
 - 4.3. In the case of the Database being modified, the LICENSOR will contact the LICENSEE so that all copies of the Database are permanently destroyed. Both parties (LICENSOR and LICENSEE) will sign a new license for the remaining time to complete the original 2-year period and the LICENSEE will receive the updated Database version.

- 4.4. The Database will only be used for research purposes and will not be used nor included in commercial applications in any form (e.g., original files, encrypted files, files containing extracted features, etc).
- 4.5. Any work made public, whatever the form, based directly or indirectly on any part of the Database will include the following reference:

M. Faundez-Zanuy, J. Mekyska and V. Espinosa-Duró, "On the focusing of thermal images", Pattern Recognition Letters, vol. 32, no. 11, pp. 1548–1557, 2011.

R. Benes, P. Dvorak, M. Faundez-Zanuy, V. Espinosa-Duró and J. Mekyska, "Multi-focus thermal image fusion", Pattern Recognition Letters, vol. 34, no. 5, pp. 536–544, 2013.

- 4.6. No image from the Database may be included as a figure in a publication unless expressly authorized in written by LICENSOR
- 4.7. Two years after the EFFECTIVE DATE, in case the license agreement is not renewed by both parties (LICENSOR and LICENSEE), the license will expire and LICENSEE shall permanently destroy all copies of the Database.
- 5. LICENSOR complies with the Spanish legislation in force. It is LICENSEE responsibility, and only his, to comply with all the data protection laws that may affect him.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representative

[Representative, Affiliation, Address of LICENSEE]

Marcos Faundez-Zanuy

Full professor

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08302 Mataró (Barcelona), Spain

Signature LICENSOR:

Signature LICENSEE: