LICENSE AGREEMENT FOR RESEARCH USE OF BEds 2016

Effective as of _____

<div align="center">[EFFECTIVE DATE]</div>

Video Processing and Understanding Lab (VPU) , Dpto. Tecnología Electrónica y de las Comunicaciones, Escuela Politécnica Superior, Universidad Autónoma de Madrid, having offices at c/ Francisco Tomás y Valiente 11, 28049 Madrid, SPAIN (hereinafter "LICENSOR") and

<div align="center">[Affiliation of LICENSEE]</div>

having offices at _____

_____

<div align="center">[Address of LICENSEE]</div>

(hereinafter "LICENSEE"), in consideration of 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 BEds 2011 (hereinafter "DATABASE") containing a collection ground-truth data for selected periods of publicly available video sequences. These ground-truth is considered according to the Spanish legislation in force as personal data, and have been accordingly declared. The actors have cleaned their rights as far as the ground-truth is just used for research purposes.

2.   LICENSOR desired 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 condition 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, non-transferable, 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 years period and the LICENSEE will receive he 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 (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 to *Carolina Fernández-Pedraza, "Reconstrucción de fondo de escena a partir de secuencias de vídeo&rdquo, Graduate thesis of Grado en Ingeniería de Tecnologías y Servicios de Telecomunicación at Escuela Politécnica Superior (Universidad Autónoma de Madrid). Supervised by Diego Ortego and José M. Martínez.,* and the LICENSEE shall inform LICENSOR upon publication.

4.6.	Low resolution images from the DATABASE may be included as figures in a scientific publication, but DATABASE content cannot be made publicly accessible in any format, either original or modified.

4.7.	Two years after the EFFECTIVE DATE, in case the License Agreement I 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 to executed this Agreement in duplicate originals by their duly authorized officers or representative

[Representative, Affiliation, Address of LICENSEE]

Jesús Bescós Cano José M. Martínez	_____

Coordinators	_____

Video Processing and Undesrtanding Lab	_____

Dpto. Tecnología Electrónica y de las Comunicaciones	_____

Escuela Politécnica Superior	_____

Universidad Autónoma de Madrid	_____

Signature LICENSOR	Signature LICENSEE