

LICENSE AGREEMENT FOR RESEARCH USE OF HGds 2012

Effective as of _____
[EFFECTIVE DATE]

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

[Affiliation of LICENSEE]

having offices at _____

[Address of LICENSEE]

(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 HGds 2012 (hereinafter "DATABASE") containing a collection of video sequences and images as well as their associated hand gesture annotations. These sequences are 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 sequences are 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 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 (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 *{publication name}*, 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 Understanding Lab _____

Depto. Ingeniería Informática _____

Escuela Politécnica Superior _____

Universidad Autónoma de Madrid _____

Signature LICENSOR

Signature LICENSEE