

LICENSE AGREEMENT FOR THE USE OF
Seabream Freshness Dataset

Effective as of _____ [EFFECTIVE DATE]

Instituto de Telecomunicações,
Av. Rovisco Pais, 1
1049-001 Lisboa
Portugal
(hereinafter "LICENSOR")

And [Affiliation of LICENSEE]

having offices at [Address of LICENSEE]

(hereinafter "LICENSEE").

The two parties agree as follows:

1. LICENSOR developed certain valuable intellectual property, known as the "Seabream Freshness Dataset" consisting of images of 40 seabream fish, captured in several sessions for a time span up to 14 days. The dataset is hosted by the Multimedia Signal Processing Group of Instituto de Telecomunicações – Instituto Superior Técnico, Lisbon, and by Portugal.
2. LICENSOR grants a license to LICENSEE for the use of the Seabream Freshness Dataset in the scope of the non-profit research and academic use.
3. This license shall not be construed as to transfer any right over the Seabream Freshness Dataset.
4. LICENSEE shall have no rights over the Seabream Freshness Dataset or any portion thereof and shall not use the Seabream Freshness Dataset except as expressly set forth in this Agreement.
5. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE for non-profitable research and academic 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:

5.1 The Seabream Freshness Dataset may only be used by the LICENSEE and, in a need-to-know basis, of those direct research colleagues who belong to the same research institution as LICENSEE and have acceded to the terms of this license.

5.2 The Seabream Freshness Dataset will not be copied nor distributed to any third party.

5.3 The Seabream Freshness Dataset may only be used for research purposes and will not be used nor included in commercial applications in any form.

5.4 Any work made public, whatever the form, based directly or indirectly on any part of the Seabream Freshness Dataset will include the reference to this website.

5.5 This license will expire two years after the EFFECTIVE DATE, in case the license agreement is not renewed by both parties (LICENSOR and LICENSEE), the LICENSEE shall permanently destroy all copies of the Seabream Freshness Dataset.

6. Compliance with data protection laws applicable to LICENSEE is LICENSEE's sole responsibility.

This Agreement is signed by duly authorized officers or representatives of the LICENSEE

[Representative of LICENSEE, Address of LICENSEE]

Signature LICENSEE
