LICENSE AGREEMENT FOR THE USE OF

CrackIT - A Matlab toolbox for Road Crack Detection and Characterization

Effective as of __________________________ [EFFECTIVE DATE]

Instituto de Telecomunicações,
Av. Rovisco Pais, 1
1049-001 Lisboa
Portugal
(hereinafter “LICENSOR”)
And [Affiliation of LICENSEE]
____________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

(hereinafter "LICENSEE").

The two parties agree as follows:

1. LICENSOR developed certain valuable intellectual property, known as the “CrackIT - A Matlab toolbox for Road Crack Detection and Characterization” (hereinafter “CrackIT toolbox”) containing a toolbox, developed under the MatLab environment, which allows the automatic processing of images of pavement surface for the detection and characterization of road cracks.

2. LICENSOR grants a license to LICENSEE for the use of the CrackIT toolbox 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 CrackIT toolbox.

4. LICENSEE shall have no rights over the CrackIT toolbox or any portion thereof and shall not use the CrackIT toolbox 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 CrackIT toolbox 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 CrackIT toolbox will not be copied nor distributed in any form other than for backup of LICENSEE.

5.3 The CrackIT toolbox 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 CrackIT toolbox will include the reference to related publications as mentioned in 7 below.

5.5 No image obtained from running the CrackIT toolbox may be included as a figure in a publication unless when expressly including the explicit reference to the image source and after authorized in written by LICENSOR.

5.6 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 CrackIT toolbox.

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

7. LICENSEE must cite:

7.1 The CrackIT toolbox:


7.2 The techniques included in the toolbox:


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

[Representative of LICENSEE, Address of LICENSEE ]

_____________________________________________________________

_____________________________________________________________

_____________________________________________________________

_____________________________________________________________

Signature LICENSEE