

LICENSE AGREEMENT
FOR NON-COMMERCIAL RESEARCH USE OF
ActiV- Database

In consideration of the mutual covenants contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. LICENSOR developed certain valuable intellectual property, known as the ActiV Database and desires to grant a license to LICENSEE. LICENSOR does not warrant to LICENSEE for the Database.
2. 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.
3. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE for noncommercial research use only, for an initial period of 3 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:
 - The Database is only for the non-commercial 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.
 - The Database will not be copied nor distributed in any form other than for backup of LICENSEE, and its protection is subject to the terms of the Law for Personal Data Protection.
 - 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).
 - Any work made public, whatever the form, based directly or indirectly on any part of the Database will include one of the following reference:
 - If the LICENSEE wants to use figures present in electronic or print media, he certifies to use only those from the following sections and include notice of copyright (© Oussama Zayene)

- Three 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.
 - To cite reference in any paper of theirs or their collaborators that makes use of the database. The reference is:
4. This Agreement shall be interpreted, construed and enforced in accordance with the laws (both substantive and procedural) of Tunisia, without regard for, or application of, the conflict of laws principles.

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

The LICENCESS agrees to all of the conditions written in this Agreement:

Effective as of date:

Name of LICENSEE in capitals (must be an authorized Official):

Affiliation of LICENSEE in capitals:

Title of Authorized Official in capitals:

Organization and Address:

Signature LICENSEE:

Please send this form by fax and email attachment to:

Unité de recherche SAGE : Ecole Nationale des Ingénieurs de Sousse, BP 264 Sousse Erriadh 4023

E-mail:

FAX: