



COPYRIGHT LICENCE AGREEMENT

BETWEEN: ProTon Europe, whose principal office is 44 Rue des Palais, B-1030 Brussels, Belgium, hereinafter referred to as "ProTon";

AND: _____, hereinafter referred to as the "Owner"

WHEREAS

ProTon Europe is an international not-for-profit association being formed under Belgian law whose main purpose is the education and professional development of knowledge transfer offices from public research.

Owner owns the copyright to certain materials relating to knowledge transfer from public research, a copy or description of which is attached as exhibit 1, hereinafter referred to as the "Material", and is willing to allow ProTon to copy and utilize such materials under the terms herein set forth.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. This Agreement shall be effective on the date of last signature by the parties;
2. Owner hereby grants ProTon a non-exclusive right:
 - a. To copy the Material, to translate the Material and to incorporate the Material, in whole or in part, in other works for the purposes of teaching, training and dissemination of good practices in knowledge transfer from public research.
 - b. To distribute copies of the Material and of derivative works to its members and to its partner associations.
 - c. To put copies of the Material and of derivative works on the internet section of its web site available to the public.
3. All copies of Material and derivative works distributed by ProTon shall acknowledge the source. The electronic copies shall be distributed in PDF non-editable format. All copies shall bear an appropriate copyright notice limiting reproduction and use in accordance with the present agreement.
4. ProTon shall have the right to sublicense the above rights to its members and partner associations, provided that they agree in writing to obligations at least equivalent to those of the present agreement.
5. The Owner represents that, to the best of his knowledge, he/she is the owner of the Material and that the Material does not infringe third party copyright. All rights, title and interest in the Material, including without limitation, any copyright, shall remain with Owner.
6. The Material is provided free of charge on an 'as is' basis. No warranty is given by Owner in relation to the Material, its merchantability, fitness for use or suitability for any purpose or that the Material will not infringe any third party copyright or other intellectual property right.
7. In the event a third party notifies ProTon Europe that its copyright is being infringed, ProTon will immediately consult with the Owner and withdraw any potentially infringing material until the matter is settled amicably between all the concerned parties.
8. The Owner may terminate this licence by notice if ProTon is in material breach of any term, condition or provision of this licence that has not been reasonably cured within sixty (60) days of written notification by Owner.
9. This agreement shall be interpreted and enforced in accordance with the laws of Belgium.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this Agreement.

By:
Gilles Capart
Chairman
ProTon Europe

By: _____

Owner

Date, Signature