

COMPUTING FOR SCIENCE LTD. 

The GAMESS–UK Package

JOINT SOFTWARE DEVELOPMENT LICENCE AGREEMENT

Number

2013



THIS AGREEMENT is entered into this day of , 2013 , between Computing for Science Ltd, STFC Daresbury Laboratory, Daresbury, Warrington, WA4 4AD (“CFS”) and

Address:

Email:

hereinafter referred to as (“LICENCEE”), WHEREBY, CFS desires to grant to LICENCEE and LICENCEE desires to acquire from CFS a non-exclusive licence to use and modify certain Software on the terms and conditions set forth in this Agreement:

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. In consideration and upon receipt of this fully-executed Agreement from LICENCEE, CFS will supply the GAMESS–UK system of computer programs and related software. The computer programs, the source code and the media on which the programs are supplied, and any related documentation, are collectively referred to as “the Software”.

- 2. CFS hereby grants a non-exclusive licence to LICENCEE to use, and modify the Software for purposes of research.
- 3. LICENCEE shall have the right to use the Software on the hereinafter identified system(s), whose SITE shall be:

LICENCEE shall have the right to use the Software with the following SYSTEM(s):

CPU Manufacturer	:	-----	:	-----
CPU Model	:	-----	:	-----
Operating System	:	-----	:	-----
Number of machines	:	-----	:	-----
CPU Manufacturer	:	-----	:	-----
CPU Model	:	-----	:	-----
Operating System	:	-----	:	-----
Number of machines	:	-----	:	-----
CPU Manufacturer	:	-----	:	-----
CPU Model	:	-----	:	-----
Operating System	:	-----	:	-----
Number of machines	:	-----	:	-----

- 4. LICENCEE expressly recognises and agrees that the licence granted hereunder is personal to LICENCEE and LICENCEE will not under any circumstances sell, give, disclose, lend or otherwise distribute the Software, either as delivered to LICENCEE or as modified by LICENCEE,

in any form, to third parties. However, if LICENCEE obtains the prior written consent of CFS, then LICENCEE may disclose the documentation that relates to the Software, for the purpose of review, to third parties who contemplate the use of the Software.

5. CFS retains all ownership rights in the Software delivered to LICENCEE, and LICENCEE recognises and agrees, that it does not acquire by this Agreement any ownership rights, including copyright rights, in the Software delivered to LICENCEE by CFS.
6. LICENCEE agrees to grant a royalty-free, non-exclusive licence to CFS in any of the *modifications* made by LICENCEE to the Software as delivered to LICENCEE. This licence will also grant to CFS the right to sublicense these modifications to customers, worldwide, with no royalty or other payment due from CFS or such customers. LICENCEE also agrees to consider granting a royalty-free, non-exclusive licence to CFS in any of the *extensions* made to the Software by LICENCEE, which consent will not be unreasonably withheld. This licence will also grant to CFS the right to sublicense these extensions to customers, worldwide, with no royalty or other payment due from CFS or such customers.
7. LICENCEE may permit third parties to use the Software on any systems at the site specified in paragraph 3 of this Agreement under supervision of LICENCEE.
8. LICENCEE may make a reasonable number of copies of the Software, either as delivered to LICENCEE or as modified by LICENCEE, solely for the purposes of backup and maintenance of the Software. Any such additional copies will be controlled by this Agreement and will be owned by CFS. Such additional copies will be delivered to CFS, or destroyed by LICENCEE, if so directed by CFS, upon termination of this Agreement.
9. Certain proprietary rights notices, including copyright notices, will be affixed to the Software delivered to LICENCEE. LICENCEE shall not remove, alter, obliterate, or in any way change the form of placement of such notices, which LICENCEE shall ensure appear on any copies made of the Software. Further, LICENCEE shall ensure that such proprietary notices, in the same form, are similarly affixed to the Software as modified by LICENCEE and on all copies thereof.
10. If LICENCEE receives any requests to refurbish all or a portion of the Software, either as delivered to LICENCEE or as modified by LICENCEE, to a third party it will promptly refer any such requests to CFS.
11. CFS will make every effort to maintain and support the Software, providing to the LICENCEE those updates made available to the academic community.
12. If the Software is used to obtain a result, and that result is published, then LICENCEE agrees to acknowledge its use in an appropriate citation. An appropriate citation reads:

GAMESS-UK is a package of ab initio programs. See: "http://www.cfs.dl.ac.uk/gamess-uk/index.shtml", M.F. Guest, I. J. Bush, H.J.J. van Dam, P. Sherwood, J.M.H. Thomas, J.H. van Lenthe, R.W.A Havenith, J. Kendrick, "The GAMESS-UK electronic structure package: algorithms, developments and applications", Molecular Physics, Vol. 103, No. 6-8, 20 March-20 April 2005, 719-747.

Depending on which modules are used, additional citations may be required. These are specified in the manual.

If the Software as modified by LICENCEE is used to obtain a result, and that result is published in the public literature, then LICENCEE will include an appropriate citation, and LICENCEE will also state in the citation that the Software used was a version of the specified CFS Software which was modified by LICENCEE.

13. LICENCEE agrees not to accept or use any version of the Software other than the Software delivered to LICENCEE by CFS or the Software as modified by LICENCEE pursuant to paragraph 2 of this Agreement. The restrictions of this paragraph apply to modifications to the source code, object files and executable images.
14. The Software is provided on a "as is" basis. CFS makes no warranties of any kind, either expressed or implied, including, but not limited to, warranties of fitness of purpose or of merchantability of results obtained from LICENCEE's use of the Software, nor shall CFS be liable to LICENCEE for indirect, special, or consequential damages, such as loss of profits or inability to use the Software.
15. LICENCEE indemnifies and holds CFS harmless against all damages, liability and costs in defending against third party claims or threats of claim against CFS arising out of LICENCEE's use of the Software, either as delivered to LICENCEE or as modified by LICENCEE.
16. LICENCEE will not assign or transfer this Agreement, or any rights or obligations hereunder, without obtaining the prior written consent of CFS, which consent will not be unreasonably withheld.
17. The total liability of CFS, in any event, for any cost, loss, damage, or other potential or actual expense which is in any way related to the execution, performance, or subject matter of this agreement shall not exceed the amount of the licence fee paid by licensee to CFS hereunder, regardless of the form of the action employed.
18. The term of this Agreement will be three (3) years from the date this agreement is signed and dated by LICENCEE. Upon expiration of the Agreement, the licence granted herein will automatically terminate, and all materials delivered to LICENCEE will be returned to CFS, or destroyed by LICENCEE, if so directed by CFS.
19. Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered to the address as first set forth above or to such other addresses as a party shall designate by written notice to the other party.
20. There is a GAMESS-UK user notification mailing list where announcements of improvements and upgrades to the code, together with other information thought to be of interest to users are made. It is recommended that all users be signed up to this low-traffic list in order to stay abreast of developments with the code. If you would not like to be added to this list, please tick the box below.

Do **not** include me on the GAMESS-UK users email list. []

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

Licencee Organisation

CFS

Signature

Signature

Title

Title

Please return this completed Agreement by one of the following mechanisms:

1. FAX to +44 (0) 29 208 70734, or
2. send the completed licence to:
Licences,
c/o. Professor Martyn F. Guest,
Advanced Research Computing @ Cardiff (ARCCA),
Room T.17-18 Redwood Building,
King Edward VII Avenue,
Cardiff CF10 3NB,
Wales, UK
3. or, scan the licence and email to GuestMF@cardiff.ac.uk