

COMPUTING FOR SCIENCE LTD. 

# The GAMESS–UK Package

## SITE LICENCE AGREEMENT

Number .....

2013

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

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Address:

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Email:

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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 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 (and, in certain cases where it is deemed necessary to supply it, the source code), 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, the Software for purposes of research. Use by non-academic collaborators of the LICENCEE is specifically excluded except by written separate agreement from CFS.
- 3. LICENCEE shall have the right to use the Software in the hereinafter identified systems, whose SITE shall be:

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

Manufacturer : ----- : -----

CPU Model : ----- : -----

Operating System : ----- : -----

Number of machines : ----- : -----

Manufacturer : ----- : -----

CPU Model : ----- : -----

Operating System : ----- : -----

Number of machines : ----- : -----

Manufacturer : ----- : -----

CPU Model : ----- : -----

Operating System : ----- : -----

Number of machines : ----- : -----

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. LICENCEE may permit third parties to use the Software on the computer specified in paragraph 3 of this Agreement under supervision of LICENCEE.
6. LICENCEE may make a reasonable number of copies of the Software as delivered to 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.
7. If LICENCEE receives any requests to furnish all or a portion of the Software as delivered to LICENCEE to a third party it will promptly refer any such requests to CFS.
8. CFS will make every effort to maintain and support the Software, providing to the LICENCEE those updates made available to the academic community.
9. 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.
10. LICENCEE agrees not to accept or use any version of the Software other than the Software delivered to LICENCEE by CFS.
11. 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.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

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Licencee Organisation

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CFS

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Signature

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Signature

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Title

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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](mailto:GuestMF@cardiff.ac.uk)