Software Licence ACL/Tallis/1

CANCER RESEARCH TECHNOLOGY LIMITED
Agreement for the supply of software for academic research use. Dated ________________

THIS AGREEMENT is between:


2. the Recipient and Institution specified below.

THIS AGREEMENT is made upon CRT’s standard terms and conditions relating to the supply of software for academic research use, a copy of which accompanies this document, and which shall form part of this Agreement as if set out here. This Software can only be used for academic research and must not be used for diagnostic purposes or in conjunction with the treatment of patients.

Software to which this Agreement relates: The “Tallis” system, version (1.4.x), comprising a set of Java classes and applications allowing information about clinical guidelines to be authored and distributed over the World Wide Web or over an intranet.

Originating Cancer Research UK (‘CRUK’) laboratory and scientist: Professor John Fox, Advanced Computation Laboratory.

Program Documentation: yes ☒ no ☐

Modifications etc to software by Recipient permitted: yes ☐ no ☒

Recipient (name of recipient scientist): __________________________________________

Institution (Recipient’s host institution): __________________________________________

For and on behalf of CRT
Signature: …………………………………………
Name: Phil L’Huillier
Title: Director, Business Management

For and on behalf of the Institution
Signature: …………………………………………
Name: …………………………
Title: ………

I __________________, confirm that I have read and understood the terms of this Agreement

Signature: ………………………………………………….
Dated:………………………………………………

____________________________________
1 Version: 1.4.x
CANCER RESEARCH TECHNOLOGY LIMITED
Standard Terms and Conditions relating to the supply of software for academic use.

The software and its associated documentation are made available on the following terms, free of charge to academic end-users and solely for the purposes of their own academic research. Commercial or other non-academic use is permitted on the terms of CRT’s standard Commercial Licence Agreement and subject to payment of CRT’s standard charges. Commercial or other non-academic users should contact CRT for details of access conditions.

CRT grants the Institution a non-exclusive, non-transferable licence to use the software and its associated documentation for academic research purposes. The Recipient and the Institution will not use them for any other purpose.

The Recipient and the Institution will not make them available nor sub-license, loan, hire, transfer or otherwise supply the software or its associated documentation or the access password to any person other than the Recipient. The Recipient and the Institution will not copy the software or its associated documentation or post it so as to be publicly available from any computer network or server or broadcast it in any media. The Recipient and the Institution will not copy the software or its associated documentation except to the extent required for lawful use or back-up purposes.

Unless it is specified overleaf that the Recipient may make modifications etc to the software, the Recipient and the Institution will not adapt, modify, merge, translate, reverse engineer, decompile or disassemble the software, except to the extent permitted by applicable law. Where the Recipient is permitted to make modifications etc to the software, the Recipient may form an updated work by modifying the software and/or merging the software into another program, subject to the following. Such updated work will be used for academic research use only. Any part of the software in such updated work will remain subject to this Licence Agreement and will be removed from the updated work on termination of this Licence Agreement. The Recipient and the Institution hereby grant to CRT, for the benefit of CRUK, the non-exclusive right to use for CRUK research purposes any modifications to the software made by the Recipient which have been published.

The Recipient and the Institution will hold the contents of the software and its associated documentation in confidence and not disclose any part of it to any other person without the prior written permission of CRT.

In any reports or publications the Recipient makes or contributes to based on the Recipient’s use of the software, the Recipient will acknowledge the contribution of CRUK and will send CRT a copy of any such report or publication or academic thesis.

The software, its associated documentation and the copyright in them belong exclusively to CRT and all rights in them are reserved to CRT except as expressly provided in this Licence Agreement.

If any commercial developments result from the Recipient’s use of the software CRT shall be entitled to an equitable share of any revenues that accrue to the Institution from such commercial development having regard to the significance (if any) of the contribution to that development represented by CRT’s provision of the software hereunder.

The software and its associated documentation are experimental and are supplied “AS IS”. CRT makes no warranty and gives no undertaking in relation to them, whether as to the quality, merchantability or fitness for purpose of the software, its correspondence with any description, CRT’s title to the software, that the software or its associated documentation is free from error, defect or virus, or has been developed with reasonable care or skill, or that its use will not infringe any copyright, patent, trade mark or other third party rights, and all representations, warranties and conditions which, but for such exclusion, would or might exist in favour of the Recipient or the Institution, whether express, implied by law or otherwise, are excluded to the fullest extent permitted by law.

CRT and CRUK will have no liability to the Recipient or the Institution, whether in contract, tort or otherwise in relation to the possession or use of the software or its associated documentation, for any loss or damage whether direct, indirect, special or consequential, except in the case of death or personal injury caused by CRT’s or CRUK’s negligence, and all such liability is excluded to the greatest extent permitted by applicable law.
The licence granted under this Licence Agreement will terminate if the Recipient or the Institution destroys the software. CRT reserves the right to terminate the licence at any time on 1 week’s notice or immediately in the event of a breach of this Licence Agreement.

This Licence Agreement shall become effective on the date of this Licence Agreement and shall automatically expire without notice on the second anniversary of the date of this Licence Agreement, subject always to earlier termination in accordance with the terms of this Licence Agreement.

This Licence Agreement is governed by English law and the Recipient and the Institution submit to the exclusive jurisdiction of the English Courts.