

**Terms and conditions for use of the software maintained by the
EPSRC UK National Service for Computational Chemistry Software (NSCCS)**

Each user/prospective user of the software maintained under the EPSRC UK National Service for Computational Chemistry Software must read, understand and agree to be bound by the following terms and conditions written in the form of a personal agreement.

1. I understand that the EPSRC UK National Service for Computational Chemistry Software (herein after "NSCCS") is located at The Rutherford Appleton Laboratory ("RAL") and administered by the Department of Chemistry at Imperial College of Science, Technology and Medicine ("IC"). The NSCCS has a number of software programs which have been licensed by IC (the "Programs") from third parties (the "Licensors") and these Programs are installed on computers at RAL with the permission of the Science and Technology Facilities Council (the "Council"). I understand and accept that to access and use Programs I need to sign the relevant section on the application form and in so doing agree to be bound by these terms and conditions as a user ("User");
2. I accept all the following terms and conditions as set out currently in clauses (3) to (15) inclusive and that these may be changed from time to time by IC at its sole discretion to reflect the requirements of the Licensors and for the good operation of the NSCCS. The terms and conditions that shall apply to any User are as follows;
3. Only User(s) are allowed to access and use Programs. The User shall keep secure the User login and/or job passwords and shall not disclose these to any other person. The User shall not allow directly or indirectly any other person or party to use Programs without the express written permission of IC;
4. The User shall use the Programs (and any modifications, improvements, or derivatives of the Programs) solely for non-commercial purposes. The term "non-commercial", as used in this Agreement, means academic or other not-for profit scholarly research which (a) is not undertaken for profit, and (b) is not intended to produce works, services, or data for commercial use, and (c) is neither conducted, nor funded, by a person or an entity engaged in the commercial use, application or exploitation of works similar to the Programs, unless such funding confers no commercial or intellectual property rights to the funding person or entity;
5. The User accepts that the Programs contain valuable and proprietary trade secrets of the Licensors and that all intellectual property rights and other rights of ownership in the Programs shall remain vested in the Licensors. The User shall maintain the confidentiality of Programs including but not limited to software, any executable libraries or code (both source and binary) relating to or constituting part of any Program and supporting documentation;
6. The ownership in the Programs remains with the Licensors and the User accepts that no rights of ownership, including copyright, are acquired from Licensors. Further the User accepts that any modification made to Programs shall be owned by the relevant Licensors;
7. The User shall not copy, give, sell, disclose, lend, distribute or otherwise make any part of any Program available in any form to another person or third party;
8. The User shall not include any Programs into another program or software package and the User shall not alter, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works from Programs, nor take any other steps intended to produce a source language statement of Programs;

9. The User accepts that most Licensors will not provide support to Programs. Support for all NSCCS software is provided either by the Head of NSCCS or by the authors of donated programs, as outlined in the program web pages;

10. Where the User obtains results from use of Programs and such results are published/presented then the User shall acknowledge use of Programs in an appropriate citation. The correct citation for Programs of the NSCCS are given in the corresponding documentation. The majority of the Programs also show this information on the header of the output files. Additional information is available from the Head of NSCCS upon request;

11. The Programs are being made accessible to the User "as is" and the Licensors make no warranties, representations, indemnities, or guarantees, express or implied, regarding the Programs, and expressly disclaim all warranties of merchantability, non-infringement or fitness for a particular purpose or that the use of the programs will not infringe any third-party intellectual property rights, patents, copyrights, trademarks or other rights. In no event shall IC or RAL or the Licensors be liable for any special, incidental, direct, indirect or consequential damages with respect to any such claim by User or any third party on account of or arising from use of the Programs, including, but not limited to, loss of goodwill, lost profits, data loss, business disruption or computer failure;

12. Certain proprietary rights notices, including copyright notices, will be affixed to the Programs upon access to the NSCCS and the User shall not remove, alter, obliterate, or in any way change the form or placement of such notices;

13. The User name and address will be held on computer mailing lists in the NSCCS and at RAL. As required by the Data Protection Act 1984, you as the User are hereby notified of this fact. The act requires your consent to your name and address being so held. By signing the relevant section on the application form you are giving your consent;

14. The User agrees that IC or RAL may inform Licensors that the User has access to the Programs;

15. Upon completion of research using Programs the User shall inform IC and RAL. IC may then at its sole discretion terminate User rights of access and use of Programs. Upon termination of such rights the User shall cease to have access and use of Programs but all provisions of the above terms and conditions which in order to give full effect to their meanings need to continue in effect shall do so, including without limitation the provisions of Clauses 5, 6, 7, 8, 10, 11, 12, 13, 14, 15.

In signing the NSCCS Declaration form the user/prospective user confirms that he/she has read, understood and agrees to be bound by the above terms and conditions.