**Agreement No:…………………**

**CCP4 Contributor Licence Agreement**

**THIS AGREEMENT** is made **BETWEEN**:

1. **THE SCIENCE AND TECHNOLOGY FACILITIES COUNCIL**, an executive Non-Departmental Public Body established as a Research Council by Royal Charter under the Science and Technology Act 1965 (“**STFC**”).
2. **[*INSERT NAME OF ACADEMIC/RESEARCH INSTITUTION*]** whose administrative offices are [*insert address*]("**the Institution**").

**BACKGROUND**

1. STFC administers the CCP4 Software, and issues licences to commercial and academic users.
2. The Institution has developed and/or is developing software that is suitable for inclusion in the CCP4 Software and wishes to give STFC rights to distribute and commercialise the Contribution.
3. **DEFINITIONS**

In this Agreement the following expressions have the following meanings:

|  |  |
| --- | --- |
| **CCP4 Software** | means the collection of software, administered and managed by STFC, created pursuant to the collaborative computational project number four in protein crystallography, established to set up a common software package available to the protein crystallography community; |
| **CLA** | means this Contributor Licence Agreement; |
| **Contribution** | means any original work including any modifications or additions, improvements or enhancements of the CCP4 Software in object and sources code, specifications and other documentation described in Schedule 1 that is Submitted by the Institution to STFC for inclusion in the CCP4 Software; |
| **a Harmful Element** | means any virus, worm, time bomb, time lock, drop dead device, trap and access code or anything else that might disrupt, disable, harm or impede the operation of any information system, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorised person to gain access to, any information system or any software, data or file on it; |
| **Intellectual Property Rights** | means patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; and |
| **Submitted** | means any form of electronic, verbal or written communication sent to STFC including but not limited to communication on electronic mailing lists, source code control systems and issue tracking systems managed by or for STFC for the purposes of improving the Software but excluding communication that clearly marked or otherwise designated by the Institution that it is not a Contribution. |

1. **LICENCE**
   1. The Institution will retain ownership of the Intellectual Property Rights in the Contribution.
   2. The Institution grants to STFC, subject to clause , a non-exclusive, indefinite, irrevocable, fully paid-up, royalty free licence to:
      1. copy, use and modify or enhance the Contribution as STFC from time to time sees fit; and
      2. distribute the Contribution as part of the CCP4 Software on such terms and conditions as STFC sees fit from time to time,

which, for the avoidance of doubt, shall include for commercial purposes.

* 1. In consideration of the licence granted pursuant to Clause 2.2, STFC shall ensure that its use of the Contribution and the CCP4 Software is consistent with its goal of supporting scientific research and for the avoidance of doubt any income generated from the issue of commercial licenses shall be used to support the continued development and maintenance of the CCP4 Software.

1. **WARRANTIES**
   1. The Institution warrants to STFC that:
      1. any Contribution that is made available under this Agreement is original;
      2. any Contribution includes complete details of any third party-party licence or other restrictions of which the Institution is aware and which are associated with the Contribution;
      3. STFC's use and distribution of the Contribution with the CCP4 Software as envisaged in this Agreement will not infringe the rights of any third party; and
      4. any Contribution as supplied to STFC will be free from Harmful Elements.
   2. The Institution does not warrant to STFC the usability or fitness of any Contribution for any purpose.
2. **GENERAL**
   1. **Headings**

The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

* 1. **Illegal/unenforceable provisions**

If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

* 1. **Waiver of rights**

If either party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by either party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

* 1. **Entire agreement**

This Agreement and Schedule 1 constitutes the entire agreement between the parties relating to its subject matter. The parties acknowledge that they have has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. The parties waive any claim for breach of, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment before the signing of this Agreement.

* 1. **Amendments**

No variation of, or amendment to, this Agreement will be effective unless it is made in writing and signed by each party's representative.

* 1. **Third parties**

No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

* 1. **Governing law**

This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement.

Signed for and on behalf of [ ]:

Name:

Position:

Signature:

Date

Signed for and on behalf of the Science and Technology Facilities Council:

Name:

Position:

Signature:

Date:

**SCHEDULE 1**

*Code committed to the CCP4 code repository.*