



AGREEMENT FOR COLLABORATIVE USE OF NAG SOFTWARE

This agreement specifies the legal basis on which permission to use NAG Software for collaborative use is given by the Numerical Algorithms Group Limited (Co. no. 01249803) of Wilkinson House, Jordan Hill Road, Oxford, OX2 8DR ("NAG") to the Collaborator. The intention is to provide a balance between on the one hand protecting the rights and interests of both parties and, on the other, allowing technical collaboration between both parties to flourish relatively unencumbered by legal or contractual considerations.

1. Definitions and Interpretations

Collaborator: the Technical Contact or Contractual Contact acting as signatory to this agreement.

Collaborative Project: the project named below.

Contractual Contact: the person who is to be held responsible for the software licensed by NAG if different from the Technical Contact.

NAG Software: the software licensed by NAG and any New Release which is acquired in the Duration of this Agreement.

New Release/Releases: a new release of the NAG Software which contains new and/or improved functionality and corrections.

Technical Contact: the person who is to be held responsible for the software licensed by NAG.

The use of "he", "his" and other masculine forms includes the feminine form, and singular terms include plural terms and the opposite applies, where appropriate.

2. Licence to use NAG Software

NAG will provide a copy of the NAG Software as detailed below to the Collaborator to facilitate collaboration between him and NAG. This software will be provided on the basis that all NAG ~~Software~~ software is proprietary and the material and source code supplied to you under this agreement is supplied on a confidential basis, to be used solely within the named project. You agree not to publish or distribute the software in any way without the prior written consent of NAG. NAG provides this material to the Collaborator "as is", without any warranties of any kind except as required by law.

3. New Releases

Where other code is planned for release for the NAG Software, this new code may be offered by mutual agreement and where appropriate without amendment to this agreement.

4. Duration

The agreement will continue until expiry of this agreement as detailed by the end date under the named project or termination, whichever is the earlier.

5. Termination

If NAG believes the Collaborator to be in breach of this agreement it may terminate it immediately by providing written notification to the Contractual Contact named below.

The Collaborator may terminate the agreement at any time by notifying NAG of their intention by serving notice as detailed in Clause 8.

On termination of this agreement the Collaborator must either:

- a) ~~a-~~ contract with NAG for the continued use of the ~~NAG Software~~software or
- b) ~~b-~~ uninstall all instances of the ~~NAG Software~~software, and cease to make any further use of it.

The Collaborator should note that to comply with (b) he might need to uninstall executable code which contains portions of the NAG ~~Software~~software in object form, for example because it has been linked with NAG Library code.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

6. Use of NAG's Name

NAG grants the Collaborator the right to publicise the fact that he is collaborating with NAG and, where this is the case, that he is the originator of software which has been incorporated into one or more NAG products (for example through press releases or in articles in academic journals). The Collaborator undertakes to inform NAG of any use that the Contributor makes of NAG's name. NAG may terminate this right on giving notice to the Collaborator.

7. Use of Collaborator's Name

The Collaborator grants NAG the right to publicise the fact that he is collaborating with NAG (for example through press releases or in software documentation). NAG undertakes to inform the Collaborator of any use that NAG makes of the Collaborator's name. The Collaborator may terminate this right on giving notice to NAG.

8. Serving of Notices

Notices served under this agreement may be delivered by hand, transmitted by first-class post, airmail, facsimile or electronic mail and shall take effect on delivery by hand, two days after posting or five days if by airmail or on transmission by fax or email (provided the sender does not receive a non-delivery message).

9. Applicable Law

This agreement shall be governed by the law of England and any dispute shall be referred to the exclusive jurisdiction of the English courts.

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Confidential

If you accept and agree to be bound by all of the above conditions and wish to receive the NAG Software, please sign and return a copy of this document. The NAG Software will be furnished to you upon receipt and countersignature by NAG of the signed copy of this document.

Name of Project:
Software to be covered by the agreement:
Start date:
End date:

Technical Contact:	Contractual Contact:
Name:	Name:
<u>Business Name:</u>	<u>Business Name:</u>
Site Address:	Site Address:
Tel. No	Tel. No.
Fax. No.	Fax. No.
E-mail:	E-mail

Signed by Technical Contact or if different the Contractual Contact:	Signed on behalf of the Numerical Algorithms Group Ltd
Name:	Name:
Affiliation:	
Position:	Position:
Signature:	Signature:
Date (DD:MM:YYYY):	Date (DD:MM:YYYY):