



AGREEMENT FOR VOLUNTARY CONTRIBUTION OF SOFTWARE TO NAG



Agreement for the Voluntary Contribution of Software to NAG

1. Scope

This agreement specifies the legal basis on which voluntary contributions of software are made to the Numerical Algorithms Group Limited (Co. no. 01249803) of Wilkinson House, Jordan Hill Road, Oxford, OX2 8DR ("NAG") to allow them to be incorporated into one or more NAG products. 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.

2. Definitions and Interpretations & Terminology

(a) The "Contribution" is a body of computer software and related materials (such as test suites, documentation and design information, benchmarking software, or ancillary software tools and their documentation).

(b) The "Contributor" is the person who is licensing the Contribution to NAG.

(c) The "Copyright Owner" is the owner of the copyright of the Contribution. Usually this will be the same as the Contributor.

(d) A "Derivative Work" is any piece of software that includes the Contribution or the NAG Version, either in their original form or in some modified form.

(e) The "NAG Version" is the body of software and related material that emerges as a result of changes made by NAG to the Contribution in order to make it conform to NAG technical standards and/or to incorporate it into one or more NAG products.

(f) "NAG products" are the software commercialised by NAG.

(g) 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.

3. The Contributor – Rights and Responsibilities

3.1 Representation

The Contributor represents that he has sufficient rights in the Contribution to grant to NAG the licence set out in this agreement. He makes no other warranty beyond any required by law.

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Where the Contributor is not the Copyright Owner, he undertakes to inform NAG so that NAG may properly acknowledge this fact under ~~Clause~~4.2.

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3.2 Licence Granted

In consideration of the rights granted to the Contributor under this agreement, the Contributor hereby grants NAG a non-exclusive, royalty-free world-wide, perpetual licence to reproduce, use, modify, distribute, sell, display and sub-license the Contribution and any Derivative Works in source code and object code form.

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3.3 The NAG Version

If supplied by NAG with a copy of the NAG ~~Version~~version, the Contributor agrees to treat any source code associated with it as confidential, and only to use the NAG Version for private research and educational purposes, except for the exceptions described in Clause 4.3.

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3.4 Updates and Bug Fixes

The Contributor does not undertake to update the Contribution or to fix problems which subsequently emerge with it. However, any such updates or bug fixes provided to NAG after the initial Contribution is delivered will be deemed to be part of the Contribution and so to be covered by this agreement.

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3.5 Use of the Contributor's Name

The Contributor grants NAG the right to publicise the fact that he is collaborating with NAG and, where this is the case, that he is the originator of the Contribution (for example through press releases or in software documentation).

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3.6 Use of NAG's Name

The Contributor undertakes to inform NAG of any use that he makes of NAG's name under Clause 4.5.

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4. NAG – Rights and Responsibilities

4.1 Acknowledgement of Risk

NAG acknowledges that:

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(a) ownership in the Contribution rests with the Contributor, or with the Copyright Owner as appropriate.

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(b) any use to which it puts the Contribution or NAG Version is entirely at its own risk.

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(c) the Contributor is in no way liable for any use to which parties licensed by NAG by virtue of Clause 3.2 put the NAG Version.

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4.2 Notice of Ownership

NAG agrees to include appropriate copyright notices in the NAG Version to recognise the ownership of the Contribution, where used.

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4.3 Licence to use the NAG Version

NAG will, on request, provide a copy of the NAG version to the Contributor to facilitate collaboration between him and NAG. This version will be provided on the basis that the source code is confidential and that any Derivative Work produced by the Contributor is to be used for private research or educational purposes only, except as follows.

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Where NAG has discovered a bug or shortcoming in the Contribution, and where the NAG ~~Version~~version includes material that overcomes that bug or shortcoming, NAG grants permission to the Contributor to include that material or a derivative of it in his own version of the Contribution.

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4.4 Licence to use NAG Products derived from the Contribution

NAG does not commit to incorporate the NAG Version into any NAG product. However, should NAG do so, it will grant the Contributor a perpetual, fully paid-up, non-exclusive licence to one or more implementations of that NAG product under its standard licensing conditions.

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4.5 Use of NAG's Name

NAG grants the Contributor 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 Contributor 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 Contributor.

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4.6 Use of the Contributor's Name

NAG undertakes to inform the Contributor of any use that NAG makes of his name under Clause 3.5.

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5. Patents

Should either party subsequently patent any portion of the Contribution or the NAG Version, it agrees to provide the other party with a non-exclusive licence to allow it to continue to use the Contribution and the NAG Version to the extent provided for elsewhere in this agreement, free-of-charge.

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6. Serving of Notices

Notices served under this agreement may be delivered by hand, transmitted by first-class post, ~~or~~ 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).

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7. 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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Contribution:

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| Signed by Contributor: | Signed on behalf of the Numerical Algorithms Group Ltd |
|------------------------|--------------------------------------------------------|
| Name: | Name: |
| Affiliation: | |
| Position: | Position: |
| Signature: | Signature: |
| Date (DD:MM:YYYY): | Date (DD:MM:YYYY): |

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