**Memorandum of Understanding No. MOU-UTB-2006223**

**between**

**UT-Battelle, LLC**

**and**

**SCIENCE AND TECHNOLOGY FACILITIES COUNCIL**

**(Formerly known as Council of the Central Laboratory of the Research Councils)**

**Concerning the Development and Exploitation of Pulsed Spallation Neutron Sources and Related Infrastructure**

**Appendix 1**

**Mantid Project – ISIS/NScD Collaboration**

This Appendix No. 1 to MOU-UTB-2006223 concerns an ISIS/NScD understanding to jointly develop, implement and exploit the software package known as Mantid (originally developed by ISIS).

1. Mantid should be developed as a single software package. The release strategy should be agreed by the Project Management Board (described below). As long as this Appendix No. 1 to MOU-UTB-2006223 remains in force, neither ISIS nor NScD should release facility specific versions.
2. Mantid is an open source project developed and released under the GNU General Public License as published by the Free Software Foundation; either version 3 of the License, or any later version. (License conditions are available at <http://www.gnu.org/licenses/>).
3. Both Participants should hold dual copyright over the content of the project, and as such should have equal rights in considering any request to use Mantid outside of the GPL license conditions.
4. The development project should have a proper project management structure:

* The project board, which should include representatives of both ISIS and NScD, should meet on a regular basis (at least once every four months) to review the project status and develop the overall development plan, resources required and allocated etc. The chairmanship of the project board should rotate between the Participants on an annual basis.
* Each Participant should convene a scientific steering group to provide short term feedback to the project working group on (a) issues with the current release and (b) requests for developments in forthcoming releases. The scientific steering groups should meet separately every month, and should have joint meetings preceding each board meeting.
* The project working group should meet on a regular basis (weekly) to agree the distribution of work and monitor its progress, within the long term framework set by the project board and the short term priorities raised by the scientific steering groups.
* There should be a single project manager, though ISIS and NScD may also appoint local managers of their activities.
* There should be agreed standards for testing, documentation etc. Both Participants understand that the maintenance of standards has a very high priority.
* Each Participant should take clear areas of lead responsibility.

1. Each Participant should allocate a level of resources commensurate with their expected level of deployment and development of the software. Both Participants should support the development of the core framework and basic analysis and visualisation capabilities, as well as the scientifically specific parts.
2. Each Participant should in the first instance provide user support locally. This is in any case advisable because each Participant should have an in-depth knowledge of the software. Best efforts should be made to provide mutual support, especially where local knowledge is lacking. Help desks should be set up for this purpose.
3. Contractual arrangements with respect to the Mantid project between ISIS and any third party software company, or between NScD and any third party software company, are a mechanism chosen by the individual Participants to deliver their intended level of resources to the project. There is no obligation on the Participants to enter into any such contractual arrangement.
4. A consistent method for citing the Mantid software should be used by the Participants.
5. Each Participant acknowledges that any Confidential Information obtained from, or relating to, the other is the property of that other and will treat such information as confidential. Confidential information used for the purposes of this Appendix No. 1 to MOU-UTB-2006223 should only be disclosed to a third party with the prior written consent of the other Participant. Each Participant may disclose the Confidential Information pursuant to a statutory obligation, an order of a court of competent jurisdiction, or the requirement of a competent regulatory body, provided that it notifies the other Participant as soon as the requirement to notify arises and will use its reasonable endeavours to minimise the extent of such disclosure and, where possible, to ensure the continued confidentiality of the Confidential Information so disclosed. Notwithstanding the foregoing, the Participants understand that UT-Battelle may provide employees of the U.S. Department of Energy (DOE) access to Confidential Information in accordance with UT-Battelle’s contract with DOE for the management and operation of the Oak Ridge National Laboratory. Those DOE employees will protect such Confidential Information from unauthorized disclosure as required by 18 USC 1905.

This Appendix No. 1 to MOU-UTB-2006223 should come into effect on the date of signing and will be valid for an initial period of one year. Future renewal of this Appendix No. 1 to MOU-UTB-2006223, to be on a rolling three year basis, should take place three months prior to the expiration of the period of validity. If either Participant wishes to make an amendment to this Appendix No. 1 to MOU-UTB-2006223, the subject may be discussed by NScD and ISIS and may be made valid through mutual consent of the two Participants.

This Appendix No. 1 to MOU-UTB-2006223 should be executed in duplicate and is not effective until signed by both Participants

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| FOR NScD:  Ian S. Anderson  Associate Laboratory Director  Neutron Scattering Sciences Directorate | FOR ISIS:  Andrew Taylor  Director  ISIS |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |