



ACADEMIC LICENSE AGREEMENT FOR END-USERS AT PUBLIC FUNDED ACADEMIC, EDUCATION OR RESEARCH INSTITUTIONS FOR NON-COMMERCIAL USE OF the [EvoCell Database \("EvoCellIDB"\)](#)

This license agreement is entered into by and between European Molecular Biology Laboratory Enterprise Management Technology Transfer GmbH, the wholly owned technology transfer company of EMBL with offices in Boxbergering 107, D-69126 Heidelberg, Germany, (hereinafter "EMBLEM") and the user of the EvoCell Database (hereinafter LICENSEE).

By clicking the Acceptance button for the EvoCell Database ("Licensed Database"), you are consenting to be bound by and become a party to this agreement as the "Licensee". If you do not agree to all of the terms of this agreement, you must not click the Acceptance button and not use the Licensed Database, and you do not become a LICENSEE under this Agreement.

If you are not a member of a public funded academic and/or education and/or research institution, you must obtain a commercial license from EMBLEM (Info@embl-em.de).

WHEREAS scientists at the EMBL have developed a database called EvoCellIDB

WHEREAS the EMBL owns the copyright in EvoCellIDB;

WHEREAS EMBLEM has the right to and desires to license EvoCellIDB so that it becomes available for public use and benefit;

WHEREAS LICENSEE is a public funded Academic and/or Education and/or Research Institution.

WHEREAS LICENSEE desires to acquire a non-exclusive license to use the EvoCellIDB for internal purposes pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions

"Licensed Database" means the current version of EvoCellIDB is a database developed by Javier Burgoa at EMBL and

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2. License

Subject to the terms and conditions of this Agreement a non-exclusive, non-transferable license ("License") to use the Licensed Database is made available free of charge for the LICENSEE, which is a non-profit educational, academic and/or research institution. The LICENSEE can use the Database only for academic research projects. This explicitly excludes projects which are contracted to the LICENSEE by any third party for a fee, or projects that are done in collaboration with a third party that is funding the research in whole or in part in exchange for commercial rights on the results and/or possible delay in publication of any relevant results to the academic community.

Comentado [DCB]EG1: Final "name" to be determined by Javier

Comentado [CB2]: To be checked whether such an Acceptance button can be implemented. Alternative could be a link to the licence terms on the website.

Comentado [DCB]EG3: @Javier: we need a short description of database and a citation of the key publication (if there is one).



This license does not entitle LICENSEE to receive from EMBLEM any copies of the Licensed Database including but not limited to Licensed Database on disks, tapes or CD's, hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Licensed Database.

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3. Ownership

Except as expressly licensed in this Agreement, EMBL shall retain title to the Licensed Database, and any upgrades and modifications created by EMBL.

4. Consideration

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5. Copies

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Comentado [DAG|EG4]: Is this a database for download? Because if yes a click license would be no problem. If this is just an online tool I am not sure we should allow copies in the license.

Comentado [DCB|EG5R4]: To be checked with Javier.

6. Protection of the database and contained data therein

LICENSEE acknowledges that the data contained within the EvoCell Database may be proprietary to EMBL or be subject to third party rights. Except as otherwise expressly permitted in this Agreement, LICENSEE must not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the data.

7. Support

EMBLEM shall have no obligation to offer support services to LICENSEE, and nothing contained herein shall be interpreted as to require EMBLEM to provide maintenance, installation services, debugging, consultation, or end-user support of any kind.

8. Database Protection

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LICENSEE will be liable for all damages without limitation, in proportion to and to the extent that they are caused by abuse by LICENSEE of the Licensed Database service on EMBL's server.

LICENSEE has no right to claim any indemnification based on LICENSEE's use of Licensed Database.

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LICENSEE agrees to cite the use of the Licensed Database on all related scientific publications, posters, grant applications, institutional reports or brochures. EMBLEM or EMBL shall not use LICENSEE's name in publicity or advertising involving this Agreement or otherwise without LICENSEE's prior written consent which may be withheld at LICENSEE's sole discretion.

12. Term

This Agreement and the license rights granted herein shall become effective on the date of the first access to the Licensed Database and/or by accepting the license conditions by pressing the Acceptance button and shall be perpetual unless terminated in accordance with this Section. This Agreement may be amended at any time by agreement of the parties, expressed in writing and signed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties, and no other terms shall apply unless explicitly incorporated herein.

EMBLEM may terminate the provision of access to the Licensed Database and/or this Agreement at any time.

Either party may terminate this Agreement at any time effective upon the other party's breach of any agreement, covenant, or representation made in this Agreement, such breach remaining uncorrected sixty (60) days after written notice thereof.

LICENSEE shall have the right, at any time, to terminate this Agreement without cause by written notice to EMBLEM specifying the date of termination.

13. Data Protection

The Parties shall comply with (i) the European Regulation 2016/679 relating to the processing of personal data as of its date of application and (ii) any regulation relating to the processing of personal data applicable during the term of this Agreement (altogether, "Applicable Data Protection Legislation"). The Parties commit in particular to:

- (a) communicate to each other, personal data relating to data subjects only to the extent that the personal data have been legally collected and processed;
- (b) guarantee that they have duly informed data subjects in compliance with the Applicable Data Protection Legislation, and that, where required, they have obtained a valid consent from data subjects, in particular in relation to the processing made by the Parties for the purpose of this Agreement;
- (c) process the personal data for the sole purposes as strictly necessary for the performance of the Agreement and as strictly agreed by the Parties;
- (d) share the personal data collected and processed as a result of the Agreement only with third parties which would provide the same guarantees as the one defined hereunder;
- (e) refrain from transferring personal data with third parties located out of the European Economic Area without having first obtained the other Party's consent;
- (f) implement technical and organizational measures to ensure an adequate level of protection to the personal data processed; and
- (g) delete all personal data after they are no longer necessary for the purpose of the Agreement or upon request of the other Party.

Comentado [DCB|EG6]: To be determined whether this will be applicable.



14. Governing Law

This Agreement shall be construed in accordance with the laws of Germany. Place of Jurisdiction shall be Mannheim.

15. General

The parties agree that this Agreement is the complete and exclusive agreement among the parties and supersedes all proposals and prior agreements whether written or oral, and all other communications among the parties relating to the subject matter of this Agreement. Failure by either party at any time to enforce any of the provisions of this Agreement shall not constitute a waiver by such party of such provision nor in any way affect the validity of this Agreement.

If any section or part of this Agreement is held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the parties agree to negotiate in good faith to agree upon replacement language that expresses the parties' intent in a manner that is valid and enforceable.

IN WITNESS WHEREOF, the LICENSEE hereto has caused this Agreement to be duly executed on the date of the download of the database and/or by accepting the license conditions [by pressing the Acceptance button](#).

I have read this License Agreement and I agree to uphold the terms and conditions of this license.

Comentado [DCB]EG7: To be determined whether that's applicable.