

MESSy Community End-User Licence Agreement

(Version of 12.11.2013)

Definitions

Licensee is you, only if you agree to be bound by the terms and conditions set forth in this Agreement.

MESSy shall mean the "Modular Earth Submodel System" as originally created by the members of the MESSy Consortium, and any Derivative Works thereof as created by either the MESSy Consortium or Licensee, but shall include only those Derivative Works the MESSy Consortium has approved for inclusion into, and the MESSy Consortium has integrated into MESSy.

Standard Version shall mean MESSy, as originally created and successively maintained by the MESSy Consortium.

Derivative Work(s) shall mean any revision, enhancement, modification, translation, abridgement, condensation or expansion created by Licensee or the MESSy Consortium that is based upon the Software or a portion thereof that would be a copyright infringement, if prepared without the authorization of the copyright owners of the Software or portion thereof.

Software shall mean MESSy and the Derivative Works created by Licensee and the collection of files distributed with MESSy, and the collection of files created through textual modifications.

Usage denotes the application of the software for scientific applications and further development of its components.

Terms and Conditions

The terms and conditions for the usage of the software are detailed in the **MESSy Memorandum of Understanding** and the corresponding **MESSy Software Licence Agreement**. The **MESSy Citation Rules** for proper scientific acknowledgement and the **MESSy Coding Rules** for further development are detailed on the [MESSy Consortium Website](http://www.messy-interface.org)¹ for each released version of the software.

Prerequisites

- An end-user licence for the usage of the software can only be obtained by individuals working at the host institutions, that are members of the consortium, i.e., institutions that signed the MESSy Memorandum of Understanding. For other interested persons, their host institution must first become consortium members, before end-user licences can be requested. An application for consortium membership must be e-mailed to the Consortium Steering Group (CSG).
- Each consortium member institution delegates one person as Consortium Responsible (CR) to the Consortium Steering Group (CSG).
- End-user licence requests must be e-mailed to the Consortium Steering Group (CSG) and comprise
 - a detailed letter of intent describing the research topic for which the software shall be used,

¹ <http://www.messy-interface.org>

- copies of licence grants of third party software, of which the consortium is not copyright holder (see MESSy Consortium Website), and
- a copy of this agreement filled and signed by the applying end-user and the corresponding Consortium Responsible.

The CSG will decide about the end-user licence application, and distribute the request, if necessary, to other licensees in order to avoid or moderate potential conflicts of interest.

Validity

End-user licences are individual licences, implying that they are not transferable by the licensee. The end-user licence is valid as long as the licensee is employed or funded at the consortium member host institution, from which the end-user licence was applied for. A change of the host institution ends the validity of the end-user licence. In case of change to another consortium member institution, a new, full end-user licence request (e-mailed to the CSG) is required. In case of a change to an institution which is not member of the consortium, this institution has first to become a member of the consortium, before a new end-user licence can be requested. The end-user licence ends (or can be ended by the CSG) in case of any violation of the licence agreement.

Support

The software is supported by the consortium only via guidelines and informations, which can be obtained from the Community Wiki (as linked to the MESSy Consortium Website) and the MESSy Community Mailing List. The consortium does not guarantee any support, not even on the above mentioned platforms. Furthermore, support is limited to the standard versions. Any further developments beyond the latest release are not supported by the consortium.

Liability

The consortium is not liable for any results or any consequences originating from the usage of any parts of the software. The consortium does not provide any warranty that the results obtained with the software are correct and is not liable to any conclusions drawn from those results. Any costs resulting from application or required correction of the software distributed by the consortium have to be covered by the licensee.

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(Version of 11.12.2013)

Signatures

Hereby I,

_____,
(name of the end-user licence applicant)

employed at / funded by

_____,
(host institution)

declare that I

- read and understood the **MESSy Memorandum of Understanding**,
- read and understood the corresponding **MESSy Software Licence Agreement**,
- read and understood the **MESSy Citation Rules** (see MESSy Consortium Website),
- read and understood the **MESSy Coding Rules** (see MESSy Consortium Website),
- read and understood this **MESSy Community End-User Licence Agreement**,
- and agree with all the regulations mentioned therein.

A detailed **letter of intent** for the usage of the software is attached. Copies of **licence grants of third party software**, of which the consortium is not copyright holder, are attached (if applicable). I herewith apply for an end-user licence for the usage of the consortium software.

(Place, Date)

(signature of end-user applicant)

I herewith declare that I have instructed the end-user about the above mentioned documents.

(Place, Date)

(Name of CR)

(signature of CR)

Please print out the third page of this document, fill out the form and e-mail a scanned copy (as PDF) together with letter of intent (as PDF) and third party software licence grants (as PDF) to the CSG.

The letter of intent must contain your full name, your institution with full adress, your e-mail adress, a description of what you intend to do with MESSy (including a description of planned funding proposals), a list of submodels you are interested in (see MESSy Consortium Website).