

FLC – NE – Regional Meeting
Government Use - Software Licensing

PPPL Researcher notifies Head of Technology Transfer of need to share PPPL software with a researcher at another US Institution (Recipient). software by title and By PPPL Invention Disclosure M – Number.

Head of PPPL Technology Transfer Office sends “US Government Use Software License Request Form” to the Recipient. **Attachment A**

The Recipient returns the completed form to Head of Technology Transfer Head of PPPL Technology Transfer Office

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HOTT Reviews the completed form contacts the PPPL Export Control Office and requests an Export Control Review

Following a successful Export Control review, the Head of Technology Transfer obtains the appropriate signatures from Lab Management and sends the Recipient the “Government Use License Agreement” **(B)**

Once the signed “Government Use License Agreement” is received by the Head of Technology Transfer, the PPPL Researcher is notified to send the Recipient the software. **(C)**

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Attachment A (Cont.)

* Contract #, FWP #, or government program: _____

* Term of the Contract (with start and end dates): _____

• Please provide the US Agency, and Agency Program Manager's name and telephone number

NOTES:

- 1) All parties are required to return or destroy the software after the Government program is ended. Additional distribution or sublicensing is not permitted.
- 2) This software is provided only for US Government use and the specified program and cannot be used for commercial purposes. *Training is not provided.* Any training provided by PPPL will be under a separate agreement.
- 3) The software is provided "as is: and with no warranty

Please return this form to Lewis Meixler by facsimile at 609-243-3009 or E-mail: LMeixler@PPPL.gov

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Appendix B

Approval to share Software for U. S. Government Use

Software Title _____

PPPL M-number _____

Receiving Institution _____

Address _____

State _____ Zip code _____

Recipient's Name _____

Tel _____

E-mail _____

Approvals

PPPL Researcher _____ Date _____

Department Head of PPPL Researcher _____ Date _____

Head of Technology Transfer _____ Date _____

Chief Information Officer _____ Date _____

Deputy Director – Research _____ Date _____

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Attachment C

GOVERNMENT USE SOFTWARE LICENSE

Princeton Plasma Physics Laboratory

P.O. Box 451

Princeton, NJ 08543-0451

GPS: 100 Stellarator Road, Princeton, NJ, 08540

Managed by Princeton University and funded by the U.S. Department of Energy,

Date _____

Name _____

Institution _____

Address _____

_____ State _____ Zip code _____

Tel _____

E-mail _____

Government Agency with which you have the contract _____

Contract No. _____

Beginning Date: _____

Ending Date: _____

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Attachment C (cont. 1)

GOVERNMENT USE SOFTWARE LICENSE

Ref: Title of PPPL Software _____
PPPL Doc No. M- _____
Princeton University Doc. No. _____

Institution Name _____ ("RECIPIENT") represents to the Princeton Plasma Physics laboratory (PPPL) that RECIPIENT is working on behalf of the U.S. Government under the Contract set forth above.

The software code, M-_____ was developed at Princeton Plasma Physics laboratory (PPPL) under Contract DE-AC02-09CH11466 between Princeton University and the U.S. Department of Energy. All rights in PPPL software are reserved by DOE on behalf of the Government and PPPL pursuant to the contract.

RECIPIENT is authorized to use PPPL software for Government purposes only, for work on Contract No. _____.

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Attachment C (Cont. 2)
GOVERNMENT USE SOFTWARE LICENSE

RECIPIENT is strictly prohibited from using PPPL software for commercial sale, application, distribution, consultation, provision of services, sublicensing, or any other commercial purpose. PPPL software is not to be released or distributed to the public.

RECIPIENT is required to obtain a commercial license from the PPPL Technology Transfer Office before making any commercial use of any product or process derived from the Software. PPPL has no obligation to grant a commercial license to RECIPIENT, and in some cases the software may be exclusively licensed for all commercial applications to another party and therefore not available for commercial licensing.

RECIPIENT does not acquire any property right, title or interest in the software.

RECIPIENT has no right to use the software for any academic purpose, except for academic purposes where the work being performed is part of a U.S. Government contract.

RECIPIENT is required to obtain an academic license from Princeton University before using the software for any academic purpose where the work being performed is not part of a U.S. Government contract. Princeton University has no obligation to grant an academic license to RECIPIENT, and in some cases the software may be exclusively licensed for all academic applications to another party and therefore not available for academic licensing.

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Attachment C (Cont. 3)

GOVERNMENT USE SOFTWARE LICENSE

RECIPIENT has no right to use in advertising, publicity, press release or other promotional activity or in any technical or trade publication any name, trade name, trademark, or other designation (including any contraction, abbreviation, or simulation of any of the foregoing) of the Department of Energy, the Princeton Plasma Physics Laboratory, or Princeton University, without the prior written permission of Princeton University.

Neither the Government nor PPPL makes any warranty, express or implied, or assumes any liability or responsibility for the use of this software. Any copies made should carry this notice.

RECIPIENT acknowledges that PPPL software is provided "AS IS" without any accompanying services or improvements from PPPL, unless otherwise contracted; and that this exchange is entered into to encourage scientific collaboration aimed at further development and application of PPPL software.

RECIPIENT agrees to provide PPPL with any enhancements including complete translations or modifications made by RECIPIENT to PPPL software. Such enhancements shall be usable by PPPL at the Princeton Plasma Physics Laboratory royalty-free, and may be distributed without accounting by PPPL.

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GOVERNMENT USE SOFTWARE LICENSE
Attachment C (Cont. 4)

PPPL's officers, employees and the U.S. Government shall not be liable for any loss, damage (including incidental, consequential and special), injury or other casualty of any kind, or by whoever caused, to any person or property, including RECIPIENT, arising out of or resulting from, PPPL software.

RECIPIENT agrees for itself and its successors and assigns to defend PPPL and to indemnify and hold PPPL and the U.S. Government harmless from and against all claims, demands, liabilities, suits or actions, for such loss, damage (including incidental, consequential and special), injury or other casualty, including attorney's fees.

In order to facilitate the maximum usefulness to the public, the RECIPIENT shall notify PPPL of any publication of new findings that may be discovered through the use of the software, communicate any errors it discovers in the software to PPPL and its code developers, and make available to PPPL any nonproprietary improvements or modifications to the software code.

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Attachment C (Cont. 5)
GOVERNMENT USE SOFTWARE LICENSE

RECIPIENT shall have agreements with all contractors, subcontractors, consultants, and visiting scientists affiliated with RECIPIENT authorizing their use of the software solely for U.S. Governmental purposes (i.e., projects funded by the federal Government) containing terms consistent with this Government Use Notice.

PPPL software may be subject to Export Control Regulations. RECIPIENT shall observe all applicable United States and foreign laws, regulations, rules and decrees with respect to the transfer of the PPPL software and related technical data to foreign countries. FAILURE TO CONFORM TO SUCH LAWS, REGULATIONS, RULES AND DECREES MAY RESULT IN CRIMINAL LIABILITY UNDER U.S. LAW.

All rights to use of the software will expire on Date_____.

For Princeton University
Princeton University
Office of Technology Licensing & Intellectual Property
4 New South Building
PO Box 36
Princeton, NJ 08544-0036
Attention: Director