EIRENE IEK-4

EPL (EIRENE Public Licence)

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Preamble

—placeholder software and community description—

1. Scope

EPL applies to works (see "Definitions") made available under the terms of this License. The work may be used only used in the form permitted by this License.

The licence has two layers of effect. The first layer with access to the code of the last consolidated version of EIRENE is the USER level. You may use EIRENE within the scope of the license and access the repository accordingly. You may not use EIRENE in a commercial way, nor transfer or sublicence it.

Within the second layer you can access the source code of EIRENE at its current state as an ASSOCIATED DEVELOPER (AD). You are still bound by the basic rules of the licence as is the USER, but you have access to development, an active community and support. Also, you may convey your work within the community. You may exert the rights of the second layer only within the community of the AD´s. If you want to publish a paper in which you refer to the use of EIRENE you may designate yourself as an AD.

If you choose to no longer be a part of the community of AD´s you will still be regarded as a USER concerning that part of the work, you have obtained up to this point.

2. Definitions

The following definitions apply to this License:

"License": this License.

"Original Work": the work or software distributed made available by the Licensor under this License, as source code and, if applicable, as executable code.

"Derivative Works": the work or software that is modified based on the original work or its adaptations.

"Work": The original work and/or its Adaptations.

"Source Code": That form of the work that is intended to be perceived by Humans and which is most suitable for human understanding and modification.

"Executable Code": the compiled form of the work, to be executed by a computer as a program.

"Licensor" means the Forschungszentrum Jülich GmbH.

"Licensee" ("You"): any natural or legal person, who uses the Work under the License as a USER or AD.

"Community": The community is composed of the Forschungszentrum Jülich GmbH and the associated developers, including (if applicable)  their employees as well as visiting scientists or external contractors, which are tasked with programming assignments concerning EIRENE.

“Associated Developer”: As an AD you may contribute to the work and convey it within the community as a derivative. You have access to the development repository, share your code within the community and send your contribution to the Licensor for Code Review. If your contribution is successfully reviewed it becomes part of the original work in the way of a perpetual, irrevocable, worldwide, non- exclusive, transferable, no-charge, royalty-free, unrestricted licence to the Licensor.

“Contribution”: Any source code, object code, data file, patch, tool, sample, graphic, specification, manual, documentation, or any other material, posted or submitted by You to the Licensor.

"Convey" or "making available" means any form of transfer, distribution, dissemination, transmission, or otherwise making available online or offline making available of reproductions of the Work.

"non-commercial": there is no paid distribution, or other commercial exploitation of the work.

3. Rights and obligations

As a USER the Licensor grants you a non-transferable, not-sublicensable, non-exclusive and temporary right to use and modify the Work (Executable Code) for non-commercial, scientific, and non-military purpose. Any derivative work of your creation is still bound by the licence granted to you.

As an AD the Licensor grants you the same rights and obligations as a USER, but within the community you have additional possibilities. You have access to the source code of EIRENE at its current state and may convey your derivative within the community freely. If you choose to convey your work within the community, you must deliver a machine-readable version of the source code or provide a location where it can be accessed by the community easily and free of charge.

You have access to support by the licensor regarding implementation and troubleshooting. You may also use the designation “ASSOCIATED DEVELOPER” whenever you publish a scientific work using EIRENE.

If you want to contribute to EIRENE as an AD, you must convey your derivative for code review by the Licensor. By doing so you automatically grant the Licensor a perpetual, irrevocable, worldwide, non-exclusive, transferable, no-charge, royalty-free, unrestricted licence of your derivative. If the review is successful the work, then will be integrated into EIRENE and will become a part of the Original Work at the Licensors discretion.

Outside of the community the conveyance of the source code and the executable code is prohibited. A USER may only access the last consolidated version via the USER-repositorium. The licensee must take all security precautions to ensure that, if services are made available to third parties outside the community, no access to the source code or executable code is made possible by these third parties.

If you want to become an AD you may apply at the licensor for a trial and convey a code sample for review. If the Community approves of your sample, you may choose to become part of it.

If you choose to leave the community, you will become a USER regarding that part of the work you have already obtained and must delete all source code. In the event of a termination of the license agreement, e.g. through the licensee leaves the community, the licensee must ensure that the work is not further used by him, his employees, his representatives as well as cooperation partners and that they are no longer available for use via the licensee.

4. Copyright

The Licensor warrants, that she is legitimated to grant this licence.

The AD warrants, that he is legitimated to licence the work he conveys for code review in the scope of Nr. 3.

5. Warranty

The Work is a work in progress, which is continuously improved by numerous Contributors. It is not a finished work and may therefore contain defects or ‘bugs’ inherent to this type of development. For the above reason, the Work is provided under the Licence on an ‘as is’ basis and without warranties of any kind concerning the Work, including without limitation merchantability, fitness for a particular purpose, absence of defects orerrors, accuracy, non-infringementof intellectual property rights other than copyright as stated in Nr. 4 of this Licence.

6. Liability

Except in the cases of wilful misconduct or damages directly caused to natural persons, the Licensor will in no event be liable for any direct or indirect, material or moral, damages of any kind, arising out of the Licence or of the use of the Work, including without limitation,damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data or any commercial damage, even if the Licensor has been advised of the possibility of such damage. However, the Licensor will be liable under statutory product liability laws as far such laws apply to the Work.

7. Acceptance of the Licence

The provisions of this Licence can be accepted by clicking on an icon ‘I agree’ placed under the bottom of a window displaying the text of this Licence or by affirming consent in any other similar way, in accordance with the rules of applicable law. Clicking on that icon indicates your clear and irrevocable acceptanceof this Licence and all its terms and conditions.