

TERMS AND CONDITIONS FOR THE LICENCE

The “Database”: C5G7-TD Data Archive

The “Owner”: North Carolina State University, 2500 Stinson Dr, Raleigh, NC 27695 USA

The “Licensee”:

The “Organisation”:

The “Intended-use”:

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- The Licensee is not authorised to disclose, grant, assign, transfer, sell, rent or distribute any part or all of the Database to a third party.
- The Licensee is not authorised to make a copy of the Database, except for archive and recovery

purposes. In the event of loss, the Licensee shall contact the NEA for a replacement.

2. Publications

- The Licensee shall cite and quote the Owner in any publication according to good practices and at any conference that presents any work carried out with the Database. The Licensee is requested to inform the Owner, with a copy to the NEA Data Bank, of those publications and conferences.

3. Feedback

- The Licensee shall inform the Owner, with a copy to the NEA Data Bank, of any errors or shortcomings detected, any inconsistencies between the Database and its documentation, any limitations found in its applications that are not reported in the documentation, any developments to be carried out, any improvements to be made to the Database allowing to address a wider range of problems; as well as any information on operations carried out.
- The Licensee is invited to declare any anomaly of the Database causing a total or partial inability to use the Database in accordance with this Licence to the Owner at the contact details mentioned in Article 8 hereunder, with a copy to the NEA Data Bank.
- The Licensee is invited to provide feedback and to declare any alteration, modification or adaptation as required under Sections 2, 3 and 4 hereunder to the Owner, with a copy to the NEA Data Bank for information, at the contact details mentioned in Article 8 hereunder.

4. Outputs and modifications

- Any output or derivative work generated from the use of the Database, and which no longer contains the Database, shall be solely owned by the Licensee. The Owner shall have no right to title or ownership on the output.
- Any alteration, modification or adaptation created by the Licensee, which is derived from and including all or part of the Database, shall be solely owned by the Owner and the Licensee shall have no right to title or ownership.

5. Guarantees

- The Database, and any accompanying documents, is provided "as is" without any warranty whatsoever, express or implied, and in particular without any warranty as to its commercial value, its secured, safe, innovative or relevant nature. To the best of the Owner's knowledge, the Database does not infringe the intellectual property rights of a third party relating to a patent or any other right of ownership.
- The Owner declines any and all liability for damages or incidents (in particular damage to the computer network, loss of opportunity, loss of profits and income, loss of data or other economic benefits, interruptions of activities) direct or indirect, accidental or otherwise, due to the use or distribution of all or part of the Database.
- Notwithstanding anything to the contrary, the NEA shall in no event be held liable for any direct, indirect, special, incidental, consequential, exemplary, or punitive damages of any character including, without limitation, procurement of substitute goods or services, loss of use, data or profits,

or business interruption, however caused and on any theory of contract, warranty, tort (including negligence), product liability or otherwise, arising in any way out of the use of the Database, even if advised of the possibility of such damages.

6. Termination

- This Agreement shall enter into force on the date of signature of this Licence and will continue to be effective unless a party terminates it in accordance with this Section 6.
- Any use of the Database outside the scope of this Licence shall be deemed to constitute an infringement and a material breach of the Licence entitling the Owner of the Database to initiate judicial proceedings against the Licensee and to terminate this Licence with immediate effect.
- The NEA shall have the right to terminate this Licence with immediate effect in the event of default or improper performance of any of the Licensee's obligations.
- The NEA and the Licensee shall have the right to terminate this Licence at their convenience by giving ninety (90) days written notice to the other Party; the latter cannot claim any compensation as a result of this termination.

7. Settlement of disputes

- It is expressly agreed that any disputes between the Owner and the Licensee shall be dealt with between themselves directly through the contact details provided in Article 8 hereunder. The NEA shall not be held liable, accountable or responsible for any damages or incident, direct or incidental, due to a breach by the Licensee; and shall not be involved in any disputes between the Owner and the Licensee.
- If judicial proceedings based on a patent, software, or any other third-party intellectual property right are brought against the Licensee on the basis of the use of the Database, the cost of such proceedings, as well as any judgment that may be pronounced against it, shall be borne by the Licensee alone, and the Licensee shall not be entitled to claim any indemnity whatsoever from the NEA or from the Owner of the Database.
- The Licensee shall notify the NEA of any act of infringement or unfair competition made by a third party as it comes to the Licensee's attention.
- In view of the fact that the NEA is an international organisation, it is expressly agreed that the rights and obligations of the parties shall be exclusively governed by this Licence. Nothing in this Licence shall be construed as a waiver by the NEA of the privileges and immunities it enjoys as an international organisation.
- The NEA and the Licensee will first engage in amicable negotiations to settle any dispute relating to the interpretation or application of this Licence.
- If the NEA and the Licensee are unable to reach an amicable settlement in accordance with the above paragraph, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral

proceedings shall be English. The place of arbitration shall be Paris (France). The NEA and the Licensee expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the NEA and the Licensee expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

8. Contact and technical support

- For all installation support, technical support or maintenance services, as well as any feedback provision, the Licensee is requested to contact the NEA Secretariat: wprs@oecd-nea.org.

The Licensee's contact information as set out in this Licence may be shared with the Owner of the Database. As an independent intergovernmental organisation, the NEA is not subject to any national or regional legislation, but only subject to the OECD Data Protection Rules. The OECD is the controller of the Personal Data and will comply with the OECD Data Protection Rules (<https://www.oecd.org/general/data-protection.htm>). The Licensee's contact information as set out in this Licence may be shared with the Owner of the Database. As an independent intergovernmental organisation, the NEA is not subject to any national or regional legislation, but only subject to the OECD Data Protection Rules. The OECD is the controller of the Personal Data and will comply with the OECD Data Protection Rules (<https://www.oecd.org/general/data-protection.htm>).

Licensee's name:

Licensee's email address:

Establishment address:

"I agree with these terms and conditions of the Licence described above"

Date:

Signature: