MALLBA LICENSE AGREEMENT

The MALLBA Project brings together researchers from three Spanish institutions funded by the CICYT project TIC1999-0754-C03 funded by the Ministerio de Ciencia y Tecnología of Spain. The project members include personnel from the Departamento de Estadística, Investigación Operativa y Computación (Universidad de La Laguna), Departamento de Lenguajes y Ciencias de la Computación (Universidad de Málaga), and the Departament de Llenguatges i Sistemes Informàtics (Universitat Politècnica de Catalunya), which coordinates the project.

Hereinafter, the MALLBA Project is referred to as “MP.”

MALLBA is a software tool to help solving combinatorial optimization problems by instantiating algorithmic skeletons. This license applies to version 0.9 of MALLBA.

In the following, ____________________________ is referred to as “LICENSEE.”

LICENSEE and MP agree as follows:

1. MALLBA is owned by the MP who claims the rights to this software and its documentation. The name of the authors of each part of MALLBA can be found in the source files and the documentation.

2. The LICENSEE understands that MALLBA is a project currently on work. Version 0.9 of MALLBA is a preliminary (beta) version.

3. The purpose of this license is to enable the LICENSEE to use MALLBA for academic, research, development and demonstration purposes only. It does not permit the use of MALLBA in any commercial or military environment.

4. MALLBA is fully-paid, non-exclusive, non-transferable and noncommercial. This license specifically does not permit the resale of MALLBA in whole or in part, either as a stand-alone product or as part of another product. Any person abusing the terms of this license will be prosecuted, but this license can be extended with the agreement of both parts.

5. There is not warranty with MALLBA. MP does not accept any liability in respect of any damage arising out of the use or the inability to use MALLBA.
6. LICENSEE agrees to use MALLBA personally. A separate license is required for each person who wishes to use MALLBA. Copies of MALLBA are only allowed for modifications, backup and archive purposes. The conditions of this agreement applies to all copies.

7. In the event that LICENSEE publishes any research using MALLBA, then its use must be acknowledged by a reference to the MALLBA Internet web site (http://www.lsi.upc.es/~mallba) or any other publication that MP could propose for this matter. Moreover, LICENSEE should inform MP of this publication.

8. When LICENSEE instantiates any MALLBA skeleton for a particular problem, LICENSEE should send a working copy of this instantiation to MP. With the agreement of the two parts, this instantiation could be part of the MALLBA repository of instances in future versions of MALLBA.

9. The software and the associated documentation is distributed electronically via the Internet.

10. All communication between LICENSEE and MP should be sent to the email address of MP (mallba@lsi.upc.es).

11. The LICENSEE assures that the following information is correct:

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<td>Intended purpose of using MALLBA:</td>
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MP will respect the privacy of this data.

I agree to all the above conditions and constraints.

LICENSE Holder:

Signature:

Date: