

# Software Licensing Agreement

within PHARE Program  
contract: 96-1244 Czech Republic  
Project: FERONIA (Fuel Rod Modelling and Performance)  
Project No.: PHARE/CZ/TSO/VVER/04

between

the **European Commission**  
Directorate-General JRC  
Joint Research Centre  
Institute for Transuranium Elements (Karlsruhe)  
Postfach 2340, D-76125 Karlsruhe, Germany

(hereafter called the "Commission" or "ITU")

and

the **State Office for Nuclear Safety**  
Senovážné nám. 9  
11000 Prague 1, Czech Republic

(hereafter called the "User" of the TRANSURANUS code)

## ARTICLE 1 - SUBJECT OF THE AGREEMENT

- 1.1 The Commission provides the User with the TRANSURANUS code system, Version 1, Modification 2, 1998, subject to the terms of this Agreement.
- 1.2 In the event that the organisation of the User should change, the following conditions apply:
  - a) Should there be a legal successor, then all rights and duties will be passed to him.
  - b) Should there be no legal successor, then the User must cancel the Agreement according to article 7 prior to the dissolution of the institution.

## ARTICLE 2 - DESCRIPTION OF THE TRANSURANUS PROGRAM

- 2.1 The TRANSURANUS code is a computer program for the thermal and mechanical analysis of fuel rods in nuclear reactors. It consists of the TRANSURANUS program, the pre-processor program AXORDER and the post-processor programs URPLOT and URSTAT. The performance of the TRANSURANUS code is described in the key TRANSURANUS Reference

"K. Lassmann, TRANSURANUS: a fuel rod analysis code ready for use, Journal of Nuclear Materials 188 (1992) 295-302"

AXORDER is a utility which prepares the input for the TRANSURANUS code, URPLOT is the TRANSURANUS plot software and URSTAT is an evaluation program for statistical analyses based on the Monte Carlo method.

- 2.2 The TRANSURANUS code was developed at the Institute for Transuranium Elements (ITU). Author of the code is K. Lassmann. Reference is to be made in all publications in which the TRANSURANUS program is used to the ITU and the author by quoting the key TRANSURANUS reference. The TRANSURANUS code is fully protected by copyright law (see article 6).

## ARTICLE 3 - PRICE

- 3.1 The price of the TRANSURANUS code is covered by the PHARE Project CZ/TSO/VVER/04.

## ARTICLE 4 - DELIVERY

- 4.1 The TRANSURANUS code will be released to the User or his agent together with a handbook on condition that the present Agreement has been duly signed. The handbook corresponds to the version 1, Modification 2, 1998 of

the TRANSURANUS code, including the pre- and post-processors AXORDER, URPLOT and URSTAT. The handbook is released as it is. No warranty is given regarding the completeness or the correctness of the handbook.

#### ARTICLE 5 - GUARANTEE

- 5.1 By virtue of the nature of the technology, errors in the programs cannot be ruled out, so no guarantee is given and no responsibility can be accepted.

#### ARTICLE 6 - GENERAL CONDITIONS

- 6.1 The TRANSURANUS code is owned by the ITU and is protected by copyright laws. The User must treat the TRANSURANUS software, the TRANSURANUS handbook and all related information like any other copyrighted material (e.g. a book).
- 6.2. The use of the TRANSURANUS code is strictly limited to the party stipulated under this Agreement (i.e. the User). The User is not allowed to transfer the TRANSURANUS code or parts of it or information concerning the TRANSURANUS code to any other institutions or organisations whatsoever.
- 6.3 The User is not allowed to rename the TRANSURANUS code. However, the User is entitled to add an extension "TRANSURANUS Version **Name**", if the original TRANSURANUS code has been modified extensively. Both sides, ITU and the User, have to agree in written form to such an extension of the TRANSURANUS code name.
- 6.4 The User is not allowed to use parts of the TRANSURANUS code in other computer codes without the prior and explicit written permission of the ITU.
- 6.5 The TRANSURANUS code is released as it is. The User acknowledges that no warranty is given by ITU or any person acting on behalf of ITU.
- 6.6 The User undertakes to inform the Commission of any program errors found during the duration of the Agreement in the transferred TRANSURANUS original version. These errors may be made known to other users.
- 6.7 In the use and publication of program results, the User undertakes to name the program author appropriately. This applies also where the User has made changes to the program or has incorporated it into another program. Questions of originality will be decided with ITU (represented by K. Lassmann).

In the case of publication, the author of the program (K. Lassmann) reserves the right to appear in the list of authors of the corresponding works, if the computer program has contributed significantly to these works.

- 6.8 Additional provisions to those mentioned in this Agreement will only be agreed separately. In particular, the Commission accepts no responsibility to provide further developments of the program and its description from the version supplied. The Commission will, however, inform the User free of charge about appropriate newer versions and allow him to acquire these.

#### ARTICLE 7 - TERMINATION OF THE AGREEMENT

- 7.1 The Agreement may be terminated immediately by the Commission, if the User breaches any of its provisions, upon written notice to the User.
- 7.2 Within one month of the termination of this Agreement, the User must delete the program and purge all copies or any portion thereof from any computer storage device or medium on which the User has placed the program. The User shall give the Commission a written certification that he has complied with all above obligations.

#### ARTICLE 8 - MODIFICATIONS

- 8.1 Changes and supplements to this Agreement are permissible in writing only. Collateral agreements are effective only when they have been confirmed in writing.

#### ARTICLE 9 - APPLICABLE LAW

- 9.1 The present Agreement is subject to German law. The Court of Justice of the European Communities alone shall be competent to decree on all litigation concerning this Agreement and differences between the parties.

#### ARTICLE 10 - ANNEX

- 10.1 The *End User Software License Agreement* is integral part of the present Agreement. In case of discrepancies between this Software Licensing Agreement and the annexed End User Software License Agreement, the provisions of the Software Licensing Agreement shall prevail.

## ANNEX TO THE SOFTWARE LICENSING AGREEMENT

**End User Software License Agreement**1. Definitions

- 1.1 *Derivative Works* means any software program and any support materials, including but not limited to manuals, flow charts, and specifications, derived from, written and/or produced by, or incorporating any part of the Software Package, as defined below, but does not include an Expert Application.
- 1.2 *Expert Application* refers to and means the formalisation of the User's data into a format determined by the Software and which permits the data's future use in connection with the Software. An Expert Application includes any application, rule or program resulting from the Use of the Software in connection with the User's data, but does not include the Software.
- 1.3 *Software* means the computer program specified in the Software Licensing Agreement hereto.
- 1.4 *Software Package* means the Software and support materials distributed by the Commission, including but not limited to manuals, flow charts and specifications relating to the Software.
- 1.5 *Use or Used* in connection with the Software, as defined below, means storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions. The term *Use* or *Used* in connection with Software Package (excluding the Software) shall be interpreted in accordance with its usual and generally understood meaning.

2. License for Software

- 2.1 The Commission grants to the User a personal, non-transferable and non-exclusive right to use the Software Package and to create Expert Applications and Derivative Works solely for internal business purposes. For the purposes of this Agreement the term "User" includes the User's wholly owned subsidiaries.
- 2.2 The User shall not infringe the Commission's copyright in the software, the audio-visual output resulting from use of the software, the derivative works of the Software Package. The User shall not rent, sell, lease, license, lend or otherwise transfer the Software Package or Derivative Works. The User shall not make the Software Package or Derivative works available through any time-sharing or network arrangement to any third party. The user shall not decode and shall not attempt to decode, avoid or undo the copy protection system incorporated into the software.
- 2.3 The User is not permitted to make any copies or partial copies of the Software for any purpose without the prior written consent of the Commission. As a condition to any permitted copying, a copy of the Software Derivative Works shall contain all proprietary and copyright notices appearing on the Software Package. All proprietary and copyright notices are precautionary only and do not imply publication. Any copy or partial copy of the Software Package shall be owned by the Commission subject to the license rights granted to the User and shall be "Software Package" under this Agreement.
- 2.4 The User shall retain all right, title and interest to the Expert Application and the User's data. The Commission shall retain all right, title and interest in the Software. The User acknowledges that any Expert Application created through Use of the Software and any future use of an Expert Application are dependent on the Use of the Software.

3. Protection and Security of Software Package

- 3.1 The User agrees that the Software Package is a confidential trade secret of the Commission. The User shall not, without the prior written consent of the Commission, disclose or otherwise make available the Software Package or any part thereof, or copies thereof to any third party. The User agrees to take all reasonable measures to distribute the Software Package only to those of its employees and consultants as are necessary for the Uses licensed hereunder, and the User shall

appropriately bind such employee or consultant to hold the Software Package in confidence and not to disclose the Software Package to anyone.

- 3.2 The User hereby assures the Commission that he does not intend to and will not knowingly, without the prior written consent of the Commission, transmit, directly or indirectly the Software Package or Derivative Works.

#### 4. Disclaimer or warranty

- 4.1 The Commission does not represent or warrant that the functions contained in the Software will meet User's requirements, that the Software operation will be error free or that any defects in the Software are correctable or will be corrected. The Commission disclaims all warranties relating to the Software Package, expressed or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. The Commission will not be liable for any loss of use, interruption of business or consequential damages of any kind, even if the Commission has been advised, knew or should have known of the possibility of such damages.

#### 5. Termination

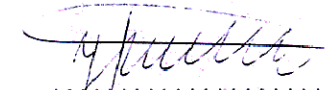
- 5.1 The User can terminate this Agreement within 30 days of receiving the Software Package or within the trial period, if he establishes that the Software is not suitable for his purposes. The termination must be made in writing, otherwise the Agreement is valid for an unlimited period.
- 5.2 The Agreement may be terminated immediately by the Commission, if the User breaches any of its provisions, upon written notice to the User.
- 5.3 Upon termination, the User shall immediately delete the Software and purge all copies or any portion thereof from any computer storage device or medium on which the User has placed the Software. The User shall give the Commission a written certification that he has complied with all above obligations.

#### 6. General

- 6.1 If any term or provision of this Agreement shall be found to be unenforceable then, notwithstanding that term, all other terms of this Agreement shall remain in full force and effect.
- 6.2 Any changes and supplements to this Agreement are permissible in writing only. Collateral agreements are effective only when they have been confirmed in writing.
- 6.3 This Agreement shall be governed by German law. The Court of Justice of the European Communities shall be competent to decree on all litigation concerning this Agreement and differences between the parties.

Done in two copies



For the User:

  
.....  
Ing. Ján Štuller  
Chairman

.....  
(Date)

STÁTNÍ ÚŘAD  
PRO JADERNOU BEZPEČNOST  
Senovážné nám. 9  
Praha 1 110 00

For the Commission:

  
.....  
Prof. Dr. J. van Geel  


.....  
(Date)