

Appendix C of EMSA/OP/15/2016, “Development of New European Marine Casualty Information Platform (NEW EMCIP)”

License Agreement for Use of Software

1. EMSA shall provide the Contractor with the following Software and related Documentation (further referred to as ‘*Software*’), which enables installation on the Contractor’s test side:
[complete]
2. As regards to the *Software* for which the intellectual property rights are the property of EMSA or which have been licensed to EMSA by third Parties, and which the Contractor is likely to use in the execution of its obligations under this Contract, EMSA expressly authorises the Contractor to use such *Software* within the limits strictly necessary for the execution of this Contract.

In view of the preceding paragraph, the Contractor undertakes:

- not to copy any such *Software* without prior written authorisation from EMSA;
 - to use such *Software* exclusively in the context of this Contract;
 - to protect and indemnify EMSA against all third-party claims or actions alleging a breach of their Intellectual property rights, or a use of such *Software* in contravention with the present Article;
 - to take all measures necessary vis-à-vis its end user personnel and persons having access to the *Software*, to ensure that the confidentiality of the *Software* is observed;
 - not to pledge, assign, sub-license, transfer or lend, for payment or otherwise, the *Software*; to inform EMSA immediately in the event of seizure, to protest against it and to take all necessary steps in order to safeguard the integrity of EMSA’s intellectual property rights.
3. Each party shall inform the other party of the existence or threat of any third party’s action or claim alleging an infringement of EMSA’s intellectual property rights by Contractor’s use of the *Software* delivered by EMSA under the Contract, provided such use is made in conformity with the terms of this Contract.
 4. In the event of unauthorised disclosure of confidential information by either party, the other party shall address it a warning by a ‘Means of Registered communication’, requesting the first party to confirm that it will no longer disclose the said information. If no satisfactory response is obtained within the requested time limit, the other party is entitled to terminate this Contract. The parties recognise that damages may not constitute sufficient compensation for the other party, who may require reparation by injunction or other relief judged appropriate or necessary by the appropriate court of law.

The Contractor shall return to EMSA the *Software* as stated in Article 1 of this ‘License agreement for use of Software’ upon completion of the Contract at the latest, in accordance with Article [complete] of Specific Contract n°[complete] implementing Framework Contract n°[complete]. Nevertheless EMSA may request the Contractor at any time before this date to return the *Software* as stated in Article 1, without being required to pay compensation.