**PART A**
PRINCETON PLASMA PHYSICS LABORATORY
REQUEST FORM FOR RESEARCH USE OF
THEORY AND COMPUTATION DEPARTMENT CODE LICENSE

**Please answer the following questions so that we can expedite your request for a Research Use Code license.** *Items noted with a * are mandatory and your request will not be processed if these sections are incomplete*

**Please identify the PPPL staff and code(s) requested.**

PPPL Researcher's and Alternate Contact Names:

_____

Emails and Phone numbers:_____

* Name(s) of PPPL Theory and Computation Department code(s) requested:
_____(the "Codes)

**INFORMATION ON INSTITUTION AND RECIPIENT OF SOFTWARE**

*Name of Institution:_____(the "User's Institution")

* Full Address:_____

_____

* U.S. Institution?  Yes ☐ No ☐   Foreign Institution?  Yes ☐ No ☐ Country? _____

* Name of person receiving the software (PRINT)_____(the "User")

* Title: _____

* Phone:_____

* Fax number and E-mail: _____

* Briefly describe research program the software will be used for: _____
_____
_____

Please mail this form to Jennifer Jones; Princeton Plasma Physics Laboratory MS-28; P.O. Box 451; Princeton NJ 08543-0451, or else fax it to (609)243-2662 and send an e-mail to Jennifer Jones (jjones@pppl.gov) to let her know that the fax has been sent.

**Part B**
Princeton Plasma Physics Laboratory
P.O. Box 451
Princeton, NJ 08543-0451
Managed by Princeton University and funded by the U.S. Department of Energy,

## LICENSE TERMS AND CONDITIONS

PPPL Theory and Computation Department code(s)

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**WHEREAS**, the Parties recognize the importance of developing fusion energy as a potential energy source for the future and the value of the collaborative research between their institutes in that field; and

**WHEREAS**, PPPL seeks to further such collaborative research by providing the User with access to the Theory and Computation Department code(s) specified above (the "Codes"),

**NOW, THEREFORE**, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the best of PPPL's knowledge, the Codes do not contain any sensitive or classified information or information that can be used for the design or development of nuclear, biological, or chemical weapons or of any weapons of mass destruction. The codes do not contain any proprietary or commercially owned information. PPPL provides the Codes "as is", and makes no other representations or warranties with respect to the Codes.

2. PPPL hereby gives the User a limited, revocable, non-transferable license to use the Codes only for peaceful fundamental scientific research related to plasma physics and/or fusion energy development in full compliance with the export regulations and any other applicable regulations or laws of the United States. PPPL may terminate and revoke this license at any time for any or no reason. This software is provided only for research use on the specified program and cannot be used for commercial purposes.

3. The User shall defend, indemnify and hold harmless PPPL for any claims or actions or proceedings arising from its use of the Codes or derivatives of the Codes in a manner not authorized under this License.

4. The Codes are to be used solely to support fundamental scientific research in plasma science and fusion energy. Scientific results from the use of the Codes are intended for publication and dissemination in the open scientific literature.

5. The User agrees that it will not modify the Codes, nor parts of the Codes, for other applications, or share the Codes with other parties, or re-export the Codes to other countries, without PPPL's prior written consent. If improvements are made to the Codes by the User, they shall be available to PPPL within three months of their creation.

6. The User assumes responsibility for the proper use of the Codes, understanding that PPPL is not required to provide training or support, which will only be provided at PPPL's sole discretion.

7. Additional distribution or sublicensing is not permitted.

8. The User understands that the Codes are 'Research Codes', and that the Code's suitability for specific analysis applications will require verification, and that the Codes are generally still under development.

9. The User understands that when publishing results from its use of the Codes in scientific publications, the Parties will acknowledge the authors of Codes or cite an appropriate Code reference.

10. The User is encouraged to provide advance copies of any publications to PPPL containing results from the Codes for PPPL's review, prior to submission to a scientific journal. One purpose of the review is to assure that the fundamental research Export Control exclusion is not compromised and is only anticipated to be a temporary delay.

11. The User agrees to keep PPPL informed about the use of the Codes. Any problems detected in the Codes' calculations will be communicated to PPPL prior to discussion in publications or multi-institutional conferences.  PPPL will, in turn, distribute known problem solutions and improvements in the form of Code updates as these become available.

12. This License is based on a currency free exchange between PPPL and the User and the User's Institution.

13. The provisions of this License shall be applied in accordance with the laws and regulations of the United States.  All disputes related to this License that the Parties are not able to resolve through good faith negotiations shall be resolved through binding arbitration pursuant to an arbitral body that is mutually acceptable to the Parties.


_____        _____
(signature of user)                                                             (date)


_____
 (user name - print)


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