

EUROPRACTICE RESEARCH LABORATORY SUBSCRIPTION APPLICATION

This application is made to the Science and Technology Facilities Council (STFC) located at the Rutherford Appleton Laboratory (RAL) for an Research Laboratory Subscription to the EUROPRACTICE project.

This Application is made to:

Science and Technology Facilities Council
Rutherford Appleton Laboratory
Didcot
Oxfordshire
OX11 0QX

(hereafter referred to as "RAL")

by

_____ (Institution Name) *in full*
_____ (Department)
_____ (Address)

_____ (Contact Name)
_____ (Tel)
_____ (Fax)
_____ (Email)

(hereafter referred to as "the Applicant")

This application for EUROPRACTICE Research Laboratory Subscription will be administered by RAL on behalf of the overall EUROPRACTICE project. The EUROPRACTICE Software Service is also undertaken by RAL under the umbrella of the EUROPRACTICE IC Service.

Any enquiries or communication regarding this Research Laboratory Subscription should be addressed to:

Microelectronics Support Centre,
Science and Technology Facilities Council
Rutherford Appleton Laboratory
Didcot
Oxon, OX11 0QX
United Kingdom
Tel: +44 (0) 1235 445327
Fax: +44 (0) 1234 445546
Email: MicroelectronicsCentre@stfc.ac.uk
www: <http://www.europpractice.stfc.ac.uk/>

WHEREAS

EUROPRACTICE (Promoting Access to Components, subsystems and microsystems Technologies for Industrial Competitiveness in Europe) aims to stimulate the wider application of state-of-the-art microelectronic technologies by European industry in order to enhance European competitiveness in the global market place. EUROPRACTICE is an initiative launched by the European Commission (EC).

EUROPRACTICE Research Laboratory Subscription is available to non-commercial publicly funded Research Laboratory Institutions from member states of the European Union, European countries eligible to participate in EC Framework Programmes and other countries with close links to Europe. All applications are subject to approval by RAL.

1. Research Laboratory Subscription Registration shall entitle the Applicant to use goods or services which may be provided by various EUROPRACTICE Service Providers for the duration of this Agreement. The use of goods and services is subject to availability and the EUROPRACTICE Service Providers reserve the right to vary or withdraw goods and services offered.
2. If the Applicant is from a member state of the European Union, a European country eligible to participate in EC Framework Programmes or other country with close links to Europe, it may additionally have access to software and services provided by EUROPRACTICE Software Service. All applications for software and services from EUROPRACTICE Software Service are subject to approval by RAL.

The current list of software and services available from the EUROPRACTICE Software Service is detailed in the EUROPRACTICE Software Services web pages (www.europpractice.stfc.ac.uk). The use of software and services is subject to availability and RAL reserves the right to vary or withdraw software and services offered by the EUROPRACTICE Software Service.

3. Use of EUROPRACTICE goods, software and services (referred to in clauses 1 and 2) may be subject to agreements directly between the Applicant and each EUROPRACTICE Service Provider or other organisation.

In the event that the Applicant breaches any agreement signed with a EUROPRACTICE Service Provider or other organisation as part of EUROPRACTICE including but not limited to End User Agreements or Non-Disclosure Agreements, RAL may terminate this Agreement immediately and notify other EUROPRACTICE Service Providers of its termination.

4. Only upon confirmation by RAL of an acceptable application and payment of the Research Laboratory Subscription Fee ("Fee") shall the Applicant's application for Research Laboratory Subscription to EUROPRACTICE become valid. RAL reserves the right to refuse the Applicant's applications for Research Laboratory Subscription to EUROPRACTICE.
5. The Fee shall be due annually in advance for each subscription period 1st October until 30th September of the following year. The level of the Fee shall be fixed for a period of twelve months commencing on the 1st October, (subject to changes in taxes e.g. VAT etc.). The current Fee is specified in the EUROPRACTICE Software Services web pages.

The Fee will be invoiced by RAL and shall be paid within 30 days of the date of the invoice. The Fee must be paid in accordance with instructions included with the invoice. Failure to pay invoiced Fees will result in suspension or termination of the Applicant's EUROPRACTICE Research Laboratory Subscription.

6. Transfer. If the application is successful RAL will supply the Applicant with a EUROPRACTICE Research Laboratory Subscription Registration Number which is unique to the Applicant and which may not be transferred to any other party.
7. Term. This Agreement shall commence on notification by RAL to the Applicant of their EUROPRACTICE Research Laboratory Subscription Registration Number and shall remain in force unless terminated in accordance with this clause 7.

RAL may terminate this Agreement by notice in writing:

- (i) immediately if the Applicant ceases to be a qualifying Research Laboratory Institution with significant non-commercial 'academic-like' activities.
- (ii) immediately if EUROPRACTICE project ceases to exist or the funding by the EC ends.
- (iii) immediately if the operations of the Applicant are suspended or wound up or if a receiver is appointed over all or a material part of its assets or undertaking or it ceases to exist as a separate legal entity (whether by dissolution, merger, amalgamation or otherwise).
- (iv) immediately if the Applicant commits any breach of this Agreement.
- (v) immediately if the Applicant breaches any agreement signed with a EUROPRACTICE Service Provider or other organisation as part of EUROPRACTICE including but not limited to End User Agreements or Non-Disclosure Agreements.
- (vi) upon ninety (90) days notice delivered by RAL to the Applicant.

The Applicant may terminate this Agreement by 90 days notice in writing to terminate at the end of the then current subscription period (i.e. 30th September).

Termination of this Application shall not relieve the Applicant from any liability or obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter.

8. Force Majeure. Neither the Applicant nor RAL shall be liable for delay or failure to perform any of its obligations hereunder if such failure results from fire, explosion, accident, civil commotion, industrial dispute or any other event beyond its reasonable control.
9. Limitation of Liability. RAL shall in no circumstances be liable or responsible for the goods, software or services to be supplied by EUROPRACTICE Service Providers and EUROPRACTICE Software Support to the Applicant. RAL does not warrant, and the Applicant shall satisfy itself as to, the quality or suitability for the Applicant's purposes of such goods, software or services.

RAL warrants that it will carry out its obligations under this Agreement with reasonable skill and care. All other implied warranties and conditions are excluded to the fullest extent permitted by law and RAL will not be liable for any loss which arises out of the breach of implied warranties or conditions or breach of any duty implied by law.

In no event shall RAL be liable for damages for loss of data, profits or for special, indirect, incidental or consequential loss or damages.

The liability of RAL for breach of any express or implied term of this Agreement shall be limited to the annual subscription fee in force at the time of breach. Nothing in this clause 11 shall exclude or restrict RAL's liability for death or personal injury caused by its negligence.

10. Waiver. Failure to enforce at any time any provision of this Agreement, or any right in respect thereof, or to exercise any election hereunder, shall not be considered to be a waiver of such provision, right or election or to affect the validity of this Agreement.
11. Severability. If any provision, term or condition of this Agreement is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
12. Controlling Law. This Agreement shall be governed by the laws of England and any disputes shall be subject to the exclusive jurisdiction of the English Courts.
- 13 English as Official Language. The official version of this Agreement is the English version and that such English version shall be the sole basis for interpretation of Agreement in the event of any conflict between the English language version and any translated version of this Agreement that may be prepared.
14. Assignment. The rights and obligations of the Applicant under this Agreement may not be assigned by the Applicant.

Applicant

By: _____
(signature)

Name: _____
(print name)

Position: _____

Date: _____

Official Stamp: