Instruction Sheet for MCORE Software Agreement for Academic Centers (Non-profit)

In order to make our process for sending this popular software more efficient, DKFZ has created a non-negotiable, simple Software Agreement that is ready for a scientist to sign it.

In order to receive the MCORE software, please follow these instructions for this agreement:

1. Enter the following into this pdf:

a) Fill in your name and address including your institution and e-mail address into the text field of the opening paragraph

b) On the final page, enter your name, date and digital signature in the corresponding fields. See here https://youtu.be/pUIWvJgkw8E for information on how to add a digital signature to a pdf in Adobe Acrobat.

2. Send the agreement per e-mail to:

secretary_b066@dkfz-heidelberg.de

3. We will process the agreement as soon as possible

Then you will be provided with access to the MCORE software. If you have any questions, please check http://malone.bioquant.uni-heidelberg.de/software/mcore and the contact information provided on that page.

LICENSE AGREEMENT
for Non-Profit Institutions

(non-exclusive)

between

This agreement is made by and between Deutsches Krebsforschungszentrum, Stiftung des öffentlichen Rechts, represented by the members of board of directors Prof. Dr. Michael Boutros (interim) and Prof. Dr. Josef Puchta, Im Neuenheimer Feld 280, D-69120 Heidelberg, Germany (hereinafter referred to as „DKFZ").

and

Name and address:

(hereinafter referred to as „Licensee").

Preamble

The department of Genome Organization and Function, B066 (Head: PD Dr. Karsten Rippe) of the DKFZ has developed a computer program called **MCORE** (**M**ulti-scale **COR**relation **E**valuation) for the quantitative analysis of sequencing data. It uses the fluctuation spectrum of mapped sequencing reads to quantify and compare spatial patterns on multiple length scales in a model-independent manner. MCORE can be used to dissect the chromatin domain topology by integrating sequencing data from chromatin immunoprecipitation, RNA expression, DNA methylation and chromosome interaction experiments. The licensee is interested in obtaining a non-exclusive license for research purposes of the program **MCORE**. Therefore, the parties agree as follows:

§ 1 – License Granted

DKFZ agrees to grant and hereby does grant to Licensee a non-exclusive, non-transferable right and license to use computer program called **MCORE**, a deep sequencing analysis program for use in connection with research („Licensed Use") under the following terms and conditions. "Program" shall mean executable files of the MCORE software.

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(c) physically transfer the Program from one computer to another; and

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Licensee may not:

(a) use the Program for anything other than the Licensed Use;

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(d) remove or alter any copyright notice, labels or other trademarks from the Program or other materials received from DKFZ; or

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This license is not a sale. Title and all copyrights to the Program and any copy made by Licensee remains the sole property of DKFZ.

§ 3 – License Fee

No license fee will be raised. However, the license includes only the software, but neither additional hardware requirements nor installation or support.

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4.2   Licensee shall be solely responsible for the accuracy and completeness of the data used with the Program, the input of such data and the application of all information provided by the Program.

4.3   Licensee shall acknowledge and mention the Program (called MCORE) and DKFZ (responsible researchers are Fabian Erdel, Jana Molitor und Karsten Rippe) in all publications in an appropriate manner. Licensee shall cite the following publication in each publication that made use of the MCORE software:
Molitor J, Mallm JP, Rippe K & Erdel F (2016). Retrieving the topology of chromatin domains from deep sequencing data with correlation functions.
doi: http://dx.doi.org/10.1101/054049
http://biorxiv.org/content/early/2016/05/18/054049
or the publication resulting from this preprint.

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§ 7 – Termination

7.1   This Agreement is effective from the date on which it is accepted by Licensee and will remain in effect until terminated by Licensee upon month's prior written notice, unless terminated sooner by DKFZ as provided in Paragraph 7.2.

7.2   DKFZ may terminate this Agreement by giving written notice in the event Licensee makes unauthorized copies of the Program or otherwise fails to comply with any of the terms and conditions of this Agreement.

7.3   Within ten (10) days after termination by either party, Licensee shall return to DKFZ the Program, all related materials and all copies thereof.

§ 8 – General Provisions

8.1   This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement is not assignable by Licensee without prior written consent of DKFZ, which consent will not be unreasonably withheld. Any attempt by Licensee to assign or transfer or sublicense any of its rights, duties or obligations under this Agreement, without written consent of DKFZ, shall be null and void.

8.2   If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.3   Waiver by either party of any particular breach or default by the other shall be construed as being applicable only to such particular breach or default and shall not be construed as a waiver of any other provision in this Agreement or of any subsequent breach or default.

8.4   This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. No modification to this Agreement shall be binding upon the party against whom the enforcement of such modification is sought unless it is made in writing, referring to this Agreement, and is executed by such party.

8.5   This Agreement shall be governed by and construed in accordance with the laws of Germany

Signature

Name: **Date:**

**Digital
signature:**