

GameTools Project

Special Interest Group Membership Agreement

between

The GameTools Project
University of Girona
Plaça Sant Domènec, 3, 17071, Girona
Spain

and

Company	
Address	
Telephone	
FAX	
Webpage	

represented by

Name (First Last)	
Position / Job Title	
Telephone	
Mobile	
FAX	
email	

By signing this agreement, the undersigned also states that he/she is authorized to enter into this legally binding agreement on behalf of his company. To prove the authenticity of the content of each page of this agreement, each page needs to be signed.

(Place, Date)

(Signature)

Sense and Purpose of the Agreement

The GameTools Project (from here on “GTP”, <http://www.gametools.org/>) develops next generation 3D libraries and is funded by the European Union in its 6th framework programme. This agreement has the main purpose of allowing members of the GTP Special Interest Group (from here on “SIG”) to use the technology developed in the GTP as a compiled part of their products at no charge to strengthen the EU economy/job market, while at the same time strengthening the GTP consortium members by giving them exclusive rights to publish scientific results about GTP research results and sell it as a software development library.

General Part

Copyright & Ownership

The Software Package (programs, libraries, sourcecode and documentation) is owned by the respective GTP core consortium members.
All rights reserved.

Distribution

You must not make any part of the software package accessible to a third party.

Confidentiality

All information included in the software package is strictly confidential and cannot be communicated to any third party, unless you got this information lawfully from another source.

Transferability

The rights you acquire through this agreement are not transferable to any third party.

Termination

Should you violate any of its terms, you agree that the GTP can at any time terminate this agreement and all the rights you have obtained through it. In that case you agree to render all copies of the software package and any software based on it immediately unusable.

(Place, Date)

(Signature)

Disclaimer

You are aware and agree that you use the Software Package at your sole risk and that it is provided to you "as is" (i.e. without warranty of any kind, express, statutory, implied or otherwise, including without limitation any warranty of merchantability or fitness for a particular purpose). No warranty for the software will be created by any information or advice you are given. You also may not rely on any such information or advice.

Liability

Under no circumstances shall anyone participating in any way in the GTP be liable to you for any special, consequential, incidental or indirect damages of any kind (including without limitation the cost of cover, damages arising from use, profits, loss of data, goodwill, or property damage), whether or not he/she has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this agreement. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy.

Governing Law and Jurisdiction

This Agreement is governed by and construed and enforced in accordance with the internal laws of Spain, and shall be binding upon the parties hereto worldwide. The exclusive jurisdiction to adjudicate any dispute arising out of this Agreement shall lie with the courts within Barcelona. Barcelona, Spain is the place of jurisdiction.

Severability

The validity of the remaining terms and conditions shall not be affected, if any provision of this agreement becomes ineffective or void. In that case the contracting parties shall replace the void or ineffective stipulation with another effective regulation appropriate to the sense and purpose of the agreement.

Specific Part

SIG Membership Official

When becoming a SIG member you agree for this to be official.

You agree specifically that the GTP may use your name and/or logo to publish the fact that you are a SIG member.

This includes but is not limited to that you agree to your name and/or logo being listed on the GTP webpage, being included in a press release, talk, video, tv-show or any other publication about the GTP.

(Place, Date)

(Signature)

The use of your name & logo is, in any case, limited to expressing solely your SIG membership, and will not be used for any other purpose by the GTP without your prior consent.

Use of GTP technology/software

By signing this contract and thereby becoming a SIG member you will get preliminary access to the technology/software as it is being developed by the GTP, and you are allowed to use the technology/software for any purpose, including commercial purposes, condition to the following restrictions:

EU Focus

All of the software development using the Software Package has to be done in the EU. If the SIG member is an international company which also has development studios outside of the EU and this condition cannot therefore be fulfilled for practical reasons, then most of the Software development using the Software Package has to be done in the EU.

Credit

If you make a work/program that is based in whole or part on the Software Package available to a third party you have to give clear credit to the GTP, by including the GTP logo with the text "based on technology from the GameTools Project (www.gametools.org)" below it in either your work's/program's manual/documentation and/or credits.

Scientific Results

You are not allowed to publish (including but not limited to at conferences, in journals or books and over the web) research results, based on and about technology developed in the GTP during the duration of the GameTools Project.

Library Creation

You are not allowed to make libraries (either compiled or in sourcecode form), based on the Software Package or parts of it, available to third parties in any form which can be used for software development.

(Place, Date)

(Signature)