**SAMPLE Academic Use Agreement (consult with OTL if you want other/different terms)**

The Board of Trustees of the Leland Stanford Junior University (“Stanford”) is willing to make the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Software available to you (“Recipient”) under the following terms and conditions:

1. The above SOFTWARE is the property of the STANFORD and is made available as a service to the research community. The Software is a research tool still in the development stage and is being provided “as is” without any support, services or improvements. Stanford makes no representations and extends no warranties of any kind.
2. The SOFTWARE will be used for teaching or not-for-profit research purposes only. The Recipient agrees not to use the Software for diagnosis, treatment, cure, prevention or mitigation of disease or any other conditions in man. The Recipients agrees that the Software is not intended to substitute for care by a licensed healthcare professional.
3. The SOFTWARE will not be further distributed to others without the STANFORD'S written consent. The RECIPIENT shall refer any request for the SOFTWARE to the STANFORD.
4. RECIPIENT agrees not to reverse engineer, reverse assemble, reverse compile decompile, disassemble, or otherwise attempt to create the source code for the Program. RECIPIENT acknowledges that any programs created based on the Program will be considered a derivative of Program and owned by STANFORD.
5. The RECIPIENT agrees to acknowledge the source of the SOFTWARE in any publications.
6. RECIPIENT will use the Program in compliance with all applicable laws, policies and regulations including, but not limited to, any approvals, informed consent, patient confidentiality principles and any export regulations.

Upon acceptance of the terms and conditions, Stanford grants to Recipient a royalty-free, nonexclusive and nontransferable license to use and reproduce the Software. This license does not include the right to make derivatives of the Software.

The RECIPIENT SCIENTIST must sign and return one copy to the STANFORD.

|  |  |  |
| --- | --- | --- |
| **RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**   |  |  | | --- | --- | | Recipient Scientist:  Name of Authorized Official:  Title of Authorized Official: | Recipient Organization:  Address:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |     Signature of Authorized Official Date  Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the SOFTWARE.    Recipient Scientist Date |