**LICENSE AGREEMENT TO USE**

**GEM**

**Title of Work**

Whereas

1. GEM Foundation created and owns the entire intellectual property rights on the work called “Title of Work” (hereinafter referred to as “the Work”);
2. The Work consists of software, databases, and models created in 2020 by the GEM Foundation for the assessment of the seismic risk in Country or Region. More precisely, it contains the following components: Description;
3. The work, at the time of the signing of this license agreement, is not intended for public distribution.

This license agreement between

**the GEM Foundation**

**Via Ferrata, 1 – 27100 Pavia - Italy**

**(hereinafter referred to as “GEM Foundation” or “licensor”)**

and

**Client Full Name**

**Client Full Address**

**(hereinafter referred to as “BRIEF NAME” or “licensee”)**

describes how the Work may be used. The Work is a preliminary, possibly unreviewed, version of scientific products not intended for publication or dissemination. The Work has not yet been published and is subject to change without notice and should be treated as PRIVATE and CONFIDENTIAL.

**1 – Rights granted**

This license agreement grants the licensee a worldwide, non-exclusive, royalty-free, permission to use the Work internally, at its own risk. The licensee is not permitted to publish or disseminate the Work without explicit, written permission from the GEM Foundation.

The licensee will use the Work to Description of Application - *Reserved for GEM* only.

**2 – Non commercial purposes**

For the rights granted in the previous section, no fee is required; the Licensee is permitted to use the work only for non commercial purposes. Within this license agreement, “Non commercial” means not primarily intended for or directed towards commercial advantage or monetary compensation.

**3 – Sublicense and redistribution**

The licensee has no right to sublicense and redistribute the Work.

The licensee must ensure that its customers/users are not able to recreate and redistribute any part of the Work. Any unauthorized dissemination represents an infringement of copyright and is punishable by law.

**4 – Duration**

This license is valid from the date of signature and terminates on End Date - *Reserved for GEM*.

**5 – Warranties**

The Work is licensed and accepted, to the maximum extent provided for by the applicable law, including within the limits of Art. 1229 of the Italian Civil Code as far as applicable, AS IS, AND WITH ALL FAULTS. GEM HEREBY DISCLAIMS WITH RESPECT TO THE WORK, SO THAT ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY, OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NONINFRINGEMENT.

**6 – Trademarks**

"OpenQuake" and "GEM Global Earthquake Model" are registered trademarks of the GEM Foundation. Unauthorized use of these terms represents an infringement of trademark law.

**7 – Applicable Law and Jurisdiction**

In terms of its conclusion and all its effects, this Agreement shall be subject exclusively to the laws of Italy. The parties agree to submit any dispute concerning the interpretation, effect or obligations of this agreement, including its formation and validity, to the jurisdiction of Pavia, Italy.

The Licensor: The Licensee:

Date [DD/MM/YYYY]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date [DD/MM/YYYY]: Date/Month/Year

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: John F. Schneider Name: Full Name - signatory

Title: GEM Secretary-General Title: Title/Position