

Agreement for Educational Time-limited MIKE Powered by DHI Software Licence

DHI, Agern Allé 5, DK-2970 Hørsholm, Denmark (hereinafter called DHI) is granting:

[Insert University name] (hereinafter called the University) a 12-months' licence to use selected MIKE Powered by DHI Software for educational purposes in pursuit of an academic qualification.

The MIKE Powered by DHI Software covered by this Agreement is specified below:

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and it will be applied to dongle number:

Applicant Details:

Name:

(in the following referred to as User)

University Address:

Supervisor Name:

Course of Studies:

Title of Thesis:

Short description of intended use of the MIKE Powered by DHI software products in the project:

Terms and Conditions

The University agrees to be bound by the standard terms which are valid for all users of MIKE Powered by DHI Software and which are described in the End User Licence Agreement, which is displayed during installation of all MIKE Powered by DHI software products. **The End User Licence Agreement forms an integral part of this Agreement.**

In addition, the University agrees to be bound by the terms specified below. These terms specifically limit the rights of the University to use the MIKE Powered by DHI Software and give DHI specific rights, should the University breach these additional terms.

Technical support is not a part of this agreement. For information about the use of MIKE models, please refer to the manuals and user guides installed with the software.

Conditions of Use:

1. The University may apply the MIKE Powered by DHI licence(s) provided by DHI exclusively for work directly related to the User's thesis.
2. The term of use ends with the day of hand-in of the User's thesis or the day of viva voce.
3. The University may not copy the software or replicate/copy/bypass the dongle. The licence(s) may not be used for any commercial purpose, no matter whether related to the User's thesis or not. The software licence(s) may not be made available to third parties under any conditions.
4. The University understands and accepts that by breaching any of the conditions of this agreement, the University is violating the intellectual property rights of DHI. In case of breach of the agreement, DHI reserves the right to claim a fee corresponding to 150% of the full commercial price of the licence(s) up to a maximum value of EUR 100,000.00 excl. VAT (whichever is the lower) plus reasonable legal costs from the University.
5. Any breach of this agreement will be prosecuted. The University is responsible for any violations.

I confirm that the User is a student at my institute working on the above mentioned thesis, and I accept the Terms and Conditions as specified above on behalf of the University.

Date:

Supervisor name (print)

Supervisor signature

Responsibilities of the User:

1. User shall comply with Conditions of Use 1-5 listed above in order to limit the liability of the University.
2. User shall return the provided hardware dongle to DHI immediately at the end of the term of use.
3. User shall inform DHI immediately in case of changes regarding this agreement, including but not limited to changes in the title of thesis or premature ending of the work on the thesis.
4. If renewing the MIKE Powered by DHI licence(s), the User must provide an update on the thesis to DHI, and a new agreement must be signed. It is the responsibility of the User to initiate this.
5. For any written publications published or during verbal presentations, that include results derived from the MIKE Powered by DHI Software, DHI must be acknowledged for the sponsored MIKE Powered by DHI licence file(s).
6. After finishing the thesis, User agrees to provide DHI with a digital copy (PDF format) of the thesis. At the same time, User agrees to provide DHI with a one-page abstract of the thesis that DHI may publish with due reference to the original text and with author information.

Hereby, I agree to fulfil all the conditions and responsibilities above.

Date:

User name (print)

User signature