



**Academic License for The MSD Search Database (MSDSD)
for Scientific Purposes**

1. The European Molecular Biology Laboratory (EMBL)
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Kim Henrick

.....
Name

- EMBL PROVIDING SCIENTIST -

.....
Date and Signature

.....
Name

- EMBL REPRESENTATIVE -

.....
Date and Signature

Hereby grants a free non-exclusive non-transferable license for MSDSD

.....
Database Version

.....
Data Release Date

.....
File Format

to

.....
Organisation / Address

- RECIPIENT -

.....
User

.....
Name

- RECIPIENT'S REPRESENTATIVE -

.....
Date and Signature

- RECIPIENT'S REPRESENTATIVE -

Under the terms and conditions stated below:



1. MSDSD is a relational database for Macromolecular Structure Data, in part derived from the Protein Data Bank (PDB), consisting of physical files that contain a set of tables, other logical objects and the data stored within the logical objects. A physical file is a file that can be viewed and manipulated in the operating system environment of a computer. A logical object is an object that is created and manipulated within a database environment as opposed to an operating system environment. The number of physical files, logical objects, the definitions of logical objects or the data stored within the database may be modified by EMBL without notice to produce new versions of MSDSD. All current (see Appendix 1) and future versions of MSDSD fall under the terms of this license. The list of tables relevant to the current version of MSDSD is given in the appendix section of this document. The definitions of tables supplied with the current version of MSDSD are provided in computer file format as part of the MSDSD release.
2. "MODIFICATIONS" of MSDSD is software or database tables or database columns created by RECIPIENT which contains/incorporates MSDSD or a part thereof or the source SQL code and data table values of MSDSD or a part thereof.

EMBL may demand compensation for uses other than those granted in this license.

No property rights with respect to MSDSD shall transfer to RECIPIENT through this agreement.

The RECIPIENT undertakes not to modify the structure of the distributed tables provided in MSDSD and the data stored within them, except by applying updates to MSDSD that may be produced and distributed by the EMBL from time to time, in accordance with instructions accompanying those updates or otherwise with the consent of, and following the instructions of EMBL.

The RECIPIENT is free to make MODIFICATIONS of MSDSD by making copies of tables and to modify copied tables, for example by the addition of columns and changing of data. The RECIPIENT is free to use the database in-house as he/she wishes and to create logical objects containing original and/or derived data so long as such use does not violate terms specified in this agreement.

Where the research involving MSDSD results in an invention or patentable MODIFICATION of MSDSD, RECIPIENT and its Researcher/s shall promptly disclose this development to EMBL. RECIPIENT and EMBL shall decide in common about the inventorship, taking due consideration EMBL's contribution to the invention through MSDSD. Decisions about further proceedings, such as filing of a patent application or exploitation, shall be made after inventorship is determined.

The RECIPIENT, the user and any research assistants, co-workers or other workers who may use MSDSD agree to not give the data to third parties or grant licenses which include MSDSD, alone or integrated into other databases, to third parties without prior consent of EMBL. EMBL may demand compensation from RECIPIENT for transfer of confidential information and licenses granted to third parties by RECIPIENT. RECIPIENT may not place MSDSD on public servers unless prior agreement is given by EMBL.



The license is free of charge so long as MSDSD, or any component of MSDSD, or any derivative work that includes or depends on MSDSD in whole or in part, is used for scientific, non-profit, non-commercial use only. Any other use of MSDSD and use of MODIFICATIONS of MSDSD for other purposes, alone or integrated into other databases or software, requires prior consent of EMBL.

MSDSD is not guaranteed as suitable for use with any application. EMBL gives no warranty express or implied of any kind with regard to the distribution, content or operation of MSDSD, in particular but not limited to any warranty of suitability or fitness for any purpose. EMBL will not assume liability for damages occurred through the use of MSDSD.

EMBL will disclose any known rights of third parties to MSDSD to the best of its knowledge. However, EMBL does not warrant for any possible infringement of rights. RECIPIENT has to acquire on his own all necessary licenses for supporting MSDSD if not otherwise agreed in writing.

3. This license covers usage of MSDSD only, and does not of itself entitle the RECIPIENT to any support from EMBL in the installation, maintenance or use of MSDSD. Distributions of MSDSD and updates to it will be accompanied by a document clarifying issues related to support.
4. RECIPIENT will inform EMBL of any defects found in MSDSD.
5. RECIPIENT shall have the right to publish its findings and results related to MSDSD, provided that EMBL researcher/s are either named as co-authors of the publication or cited as the source of MSDSD, according the respective contribution of MSDSD to the publication. RECIPIENT shall submit all publications four weeks prior to their public disclosure to EMBL. The published reference for MSDSD is currently:- Boutselakis, H., Copeland, J., Dimitropoulos, D., Fillon, J., Golovin, A., Henrick, K., Hussain, A., Ionides, J., John, M., Keller, P., Krissnel, E., McNeil, P., Naim, A., Newman, R., Oldfield, T., Pineda, J., Rachedi, A., Sitnov, A., Sobhany, S., Suarez-Uruena, A., Swaminathan, J., Tagari, M., Tate, J., Tromm, S., Velankar, S. and Vranken, W., (2003) E-MSD: the European Bioinformatics Institute Macromolecular Structure Database *Nucleic Acids Research*, **31**, 458-462.
6. In case the MSDSD is or will be under the control of RECIPIENT before this agreement is signed EMBL gives consent to use of MSDSD under the condition of RECIPIENT'S prior consent to this agreement.
7. The RECIPIENT undertakes to refer any requests by third parties for the provision of MSDSD to EMBL.
8. This agreement is subject to German law. It may be terminated by either side with two months notice.

3 originals: 1 EMBL Enterprise Management – 1 RECIPIENT – 1 EMBL



Appendix: Tables supplied with MSDSD

Database Version: beta00.05_2005-03-10
Data Version: 13-2005_03_10
File Format: Oracle or MySQL binary files, text files

ADMIN_GROUP	FORMULA	SITE
ADMIN_MSD	GO_SWP_MAPPING	SITE_TYPE
ADMIN_TABLE	HAIRPIN	SP_DESCRIPTION
ADMIN_TEMP	HELIX	SP_KEYWORD
ADMIN_UPDATE	HELIX_HELIX	SP_MAP_INT
ALT	HETGROUP	STRAND
ANGLE	INT_SWP_MAPPING	SWISS_PROT_MAPPING
ANGLE2PLANE	KEYWORD	TMATRIX
ASSEMBLY	LIB_ANGLE	TURN
ASSEMBLY_MODEL	LIB_ATOM	XRAY_DATA
ATOM	LIB_ATOM_MAP	XRAY_REFINEMENT
ATOM_DATA	LIB_BOND	
ATOM_ENERGY_TYPE	LIB_HBOND	
ATOM_NOMENCLATURE	LIB_IMPROPER	
AUTHOR	LIB_NONBONDED	
BULGE	LIB_TORS	
CATH_INT	LIB_VDW	
CATH_MAPPING	MATRIX	
CHAIN	MODEL	
CHAIN_ALL_SEQ	MOLECULE	
CHAIN_OBS_SEQ	MOLECULE_SOURCE	
CHEM_ATOM	MOTIF	
CHEM_ATOM_FRAGMENT	MTD_ATTRIBUTE	
CHEM_BOND	MTD_ATTRLIST	
CHEM_CHIRALITY	MTD_ATTRLISTENTRY	
CHEM_COMP	MTD_ENTITY	
CHEM_COMP_FRAGMENT	MTD_INSTANCEFILTER	
CHEM_FRAGMENT	MTD_METADATA	
CHEM_GROUP_MEMBERSHIP	MTD_RELATION	
CHEM_MODEL_COORD	MTD_UNIQUEKEY	
CHEM_PLANE	NCBI	
CHEM_PLANE_ATOM	NCBI_SYNONYMS	
CHEM_RING	NEIGHBOUR_TYPE	
CHEM_RING_ATOM	PFAM_INT	
CITATION_AUTHOR	PFAM_MAPPING	
COMP_EBI_CLASS1	PFAM_SWP_MAPPING	
COMP_EBI_CLASS2	PLANE_CENTER	
COMP_IMG_FILE	POLYMER_TOPOLOGY	
COMP_RCSB_CLASS1	POLYMER_TYPE	
COMP_SYNONYM	PUBMEDLIST	
COMP_URL	RELATED_ENTRY	
CONTACT	REPRESENTATIVE	
CONTACT_TYPE	RESIDUE	
COUNTRY	RESIDUE_CONTACT	
CSSR_REF_COMP	RESIDUE_DATA	
DATA_SOURCE	RESIDUE_GEOMETRY	
DISULPHIDE	SCOP_INT	
EC_MAPPING	SCOP_MAPPING	
ELEMENT	SECONDARY_SUMMARY	
ENTRY	SHEET	
ETAXI	SHEET_HBOND	
ETAXI_SYNONYMS	SHEET_ORDER	