Guidelines for the installation and use of AMBER 14 within the University of Manchester

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Introduction

The Software Acceptable Use and Asset Management Policy is a statement of the University's intention to ensure that software is appropriately licensed and that the use of the software is within the terms-and-conditions of the licence. The policy requires that guidelines are published for individual software titles and requires staff and students to follow these guidelines.

This document provides the guidelines for the installation and use of AMBER 14. Failure to follow these guidelines may lead to disciplinary action.

Summary of the terms-and-conditions of the licence

The information in this document was culled from the AMBER 14 licence agreement as accessed on 30 October 2014 from <u>http://ambernd.org/amber14.license.html</u>.

The licence agreement covers AMBER 14 only.

Licence period

The licence is perpetual.

Who may use AMBER 14?

Members of the University of Manchester [including staff and currently-enrolled students] may use AMBER 14 in licensed locations. Access by anyone else is prohibited.

Where may AMBER 14 be installed?

AMBER 14 may be installed on computers on campus or at other locations. It should only be installed by, or after discussion with, IT staff.

For what may AMBER 14 be used?

The licence is for non-commercial use only: commercial use is possible but will require a commercialuse licence to be bought. For the avoidance of doubt, here are some of the normal non-commercial activities of the University:

- (i) Teaching of University of Manchester registered students
- (ii) Research leading to publication
- (iii) Personal educational development
- (iv) Administration & management of the business of the University, or
- (v) Development of work associated with (i) to (iv).

If you are unsure about whether your particular activity is non-commercial, please discuss this with your line manager. In particular, please be aware that prohibited commercial use may be:

- (a) research, consultancy or services leading to commercial exploitation of the software, or
- (b) any purpose which leads to it being commercially exploited by the employer of students on industrial placement or part-time courses.

Modifications to the software

You may modify the software, and use it to create derivative works, for your internal use on campus. You may not distribute such modified or derivative software to others outside of the University or off campus without written permission. You may, however, distribute the modifications themselves (e.g. as "patches") under such terms as the University may wish to impose upon the distribution of its intellectual property.

Citation

You must acknowledge use of the software in any reports or publications of results obtained with the software

Other restrictions

- 1. You may not distribute copies of the Software to others outside of the University of Manchester
- 2. You may not use the software (or any part thereof) in connection with the provision of consultancy, modelling or other services, whether for value or otherwise, on behalf of any third party who does not hold a current valid Amber 14 Software License Agreement.
- 3. You may not rent, lease, or otherwise sublet the Software or any part thereof.

Support calls

All support queries should be directed in the first instance to the IT Servicedesk.

Notes for those installing AMBER 14

The software should only be installed by, or after discussion with, IT staff, to ensure that restrictions sufficient to satisfy the requirements of the licence agreement are placed on access to it.

You must restrict use of the software to authorized users who have read and agree to the licence, and you must take special care if you are installing in non-University locations to prevent access by non-authorized users.

You may make only those copies of the software which are necessary to install and use it as permitted by the licence agreement, or for purposes of backup and archival records.

Side negotiations of additional products or services

Under **no circumstances** should any member of the University academic staff become involved in any negotiation or sign any contract with a vendor which purports to modify or extend the terms-and-conditions of any University software licence. Nor should they accept or rely on any clarification of the terms-and-conditions of this or any site licence directly from the vendor. The University has strict procedures in place to ensure that the terms-and-conditions of contracts are checked and that the risk to the University from breaches of a licence are minimised to an acceptable level. The University, in order to minimise risk or due to insurance issues, may choose not to allow use of software in circumstances which the terms-and-conditions of the licence may otherwise allow.

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