

How can I order the GENOPLANTE™ SPADS CD-Rom ?

1. If you agree, please fill in, print and sign the following software licence agreement with academic and non profit organization.
2. After signing, please send it by postal mail to:

GENOPLANTE-VALOR
Produits bioinformatiques
93 rue Henri Rochefort
91025 EVRY CEDEX
FRANCE

Please, make sure that your name and address appear distinctly on the licence.

3. Within 30 days from the receipt of the signed licence, GENOPLANTE-VALOR will put at your disposal a CD-Rom containing a copy of the GENOPLANTE™ SPADS software. The CD-Rom disposal means ex works, and you shall bear all sending costs.

**SOFTWARE LICENSE AGREEMENT
WITH ACADEMIC AND NON PROFIT ORGANIZATION**

This Agreement is made by and between GENOPLANTE-VALOR, (« GENOPLANTE-VALOR »), société par actions simplifiée au capital de 3.810.000 euros, organized under the law of France, having its registered office at 93 rue Henri Rochefort, 91025 EVRY Cedex, France, and _____ (*name, body, address*) hereinafter referred to as « LICENSEE ».

GENOPLANTE-VALOR and LICENSEE are hereinafter collectively referred to as the « PARTIES ».

A software known as GENOPLANTE™ SPADS defined in article 1 (hereinafter referred to as the « SOFTWARE») has been developed within the framework of a GENOPLANTE's program, and is the exclusive property of GENOPLANTE-VALOR.

GENOPLANTE-VALOR desires to grant on the SOFTWARE non-exclusive, restricted-use licenses for in-house use to appropriate academic and non-profit third parties.

LICENSEE is interested in obtaining such a non-exclusive license and agrees to comply with the following terms and conditions.

NOW, THEREFORE, the PARTIES agree as follows:

1. DEFINITIONS

« SOFTWARE » shall mean the software program entitled GENOPLANTE™ SPADS which is a Specific Primers and Amplicon Design Software, provided as executable code and source code for Sun Solaris or Linux operating systems, and its related documentation, as described in Appendix 1 of the Agreement, as existing on the EFFECTIVE DATE.

« IN-HOUSE USE » shall mean use only in the framework of LICENSEE's own internal research and development programs and shall not include the offering for sale or providing of services to or for others.

« EFFECTIVE DATE » shall mean the date the last PARTY hereto has executed this Agreement.

« SITE LICENSE » shall mean a license to install, copy and use the SOFTWARE solely at LICENSEE's site as needed. The authorised LICENSEE's site is located at: _____ (*address*)

« DERIVATIVES » shall mean modifications of the SOFTWARE and any derivative work made from the SOFTWARE.

« ACADEMIC END USER » shall mean:

- An individual scientist who is not working for or with commercial (for-profit) organizations of any kind.

- A self-contained unit within an university or public or governmental research institution performing non commercial research and development (non-profit institution).

ARTICLE 2. GRANT OF RIGHTS

- 2.1** LICENSEE certifies to be an ACADEMIC END USER according to the aforementioned definition.
- 2.2** GENOPLANTE-VALOR hereby grants LICENSEE a free, non-exclusive, non-transferable SITE LICENCE under GENOPLANTE-VALOR's copyright to use the SOFTWARE solely for IN-HOUSE USE.
- 2.3** LICENSEE is further granted the right to make derivative works and modify the SOFTWARE thereby producing DERIVATIVES. Such DERIVATIVES, however, may only be utilized for IN-HOUSE USE consistent with the scope of the license granted in paragraph 2.2 and only as long as this Agreement is in effect. Neither the SOFTWARE nor DERIVATIVES may be transferred to a third party.
- 2.4** LICENSEE is further granted the right to:
- install the SOFTWARE on only computers owned, leased or otherwise controlled by LICENSEE;
 - physically transfer the SOFTWARE from one computer to another;
 - LICENSEE may install the SOFTWARE on a single computer (server); LICENSEE may thereby use the licensed SOFTWARE for many users simultaneously.

3. RESTRICTIONS

- 3.1** LICENSEE may not:
- use the SOFTWARE or the DERIVATIVES for anything other than the IN-HOUSE USE as hereabove mentioned;
 - copy, duplicate, reproduce the SOFTWARE, except as necessary for use at the authorised LICENSEE's site, in accordance with Section 2 of the present Agreement;
 - reverse engineer, decompile or disassemble the program of the SOFTWARE in object code form or merge any part of the SOFTWARE's program into another computer program, except for the purpose of modifying the SOFTWARE in accordance with Section 2.3;
 - rent, sell, sublease, assign, transfer, license, sublicense, or otherwise share any of LICENSEE's rights in the SOFTWARE under the present Agreement;
 - make all or any part of the SOFTWARE or the DERIVATIVES available to a third party without GENOPLANTE-VALOR's prior written consent;
 - market or otherwise benefit commercially from any product incorporating any portion of SOFTWARE or the DERIVATIVES without entering into a separate commercial use and marketing agreement with GENOPLANTE-VALOR.

4. DELIVERY

- 4.1** GENOPLANTE-VALOR shall put at LICENSEE's disposal a CD-rom containing a copy of the SOFTWARE within thirty (30) days from the receipt of the present Agreement signed by both PARTIES. LICENSEE shall bear all sending costs.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1** Title, ownership rights and intellectual property rights in and to SOFTWARE and any copy made by LICENSEE remains the sole property of GENOPLANTE-VALOR. The SOFTWARE is copyrighted works and protected by copyright law and/or contains proprietary information protected by law.
- 5.2** LICENSEE shall have no right, title, or interest to the SOFTWARE or copies thereof except as provided in this Agreement, and further shall secure and protect the SOFTWARE's consistence with maintenance of GENOPLANTE-VALOR's proprietary rights therein. DERIVATIVES are the sole property of LICENSEE.
- 5.3** LICENSEE accepts to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the SOFTWARE, and to reproduce and include same on each copy of the SOFTWARE as permitted herein.

6. CONFIDENTIALITY

- 6.1** LICENSEE shall treat the SOFTWARE as confidential information of GENOPLANTE-VALOR. LICENSEE shall not disclose the SOFTWARE, or information relating thereto to any party outside of LICENSEE, and only to those of employees as are required to have such information. LICENSEE shall treat information in the same manner in which it would treat information of a similar nature of its own. LICENSEE shall take all necessary steps, by instruction or agreement, to ensure that those of its employees having access to the SOFTWARE treat the SOFTWARE in a manner consistent with this Agreement.
- 6.2** LICENSEE shall not be obligated to maintain any information in confidence if:
- the information is independently developed by LICENSEE, and LICENSEE has the burden of such proof; or
 - the information is or becomes public knowledge without the fault of LICENSEE; or
 - the information is or becomes available on an unrestricted basis to LICENSEE from a source other than GENOPLANTE-VALOR, such source having the lawful right to so make the information available.

7. PUBLICATION

- 7.1** LICENSEE agrees to cite GENOPLANTE™ and the SOFTWARE, as follows: “GENOPLANTE™ SPADS was generated within a GENOPLANTE program (author: Vincent Thareau) and provided by GENOPLANTE-VALOR”, in any publication, presentation or other work for which the SOFTWARE was utilized to produce or confirm results which are the subject of the publication, presentation of work (including the derivation or processing of data to be included in the publication, presentation or work).

8. INDEMNITY AND DISCLAIMER OF WARRANTIES

- 8.1** THE SOFTWARE IS LICENSED « AS IS » WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, AND WITHOUT OBLIGATION BY GENOPLANTE-VALOR TO PROVIDE ACCOMPANYING SERVICES OR SUPPORT. GENOPLANTE-VALOR EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE. GENOPLANTE-VALOR MAKES NO REPRESENTATION WHATSOEVER THAT THE SOFTWARE WILL BE ERROR FREE OR THAT THE USE OF THE

SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, OR TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES.

- 8.2** In no event shall GENOPLANTE-VALOR be liable for any use by LICENSEE of the SOFTWARE or any direct or indirect loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use of the SOFTWARE.
- 8.3** LICENSEE agrees to indemnify, hold harmless, and defend GENOPLANTE-VALOR and its respective members, against any and all claims for damages or losses of whatsoever kind of nature, including property damages, and improper business practices arising out of the use of the SOFTWARE by LICENSEE.

9. TERM AND TERMINATION

- 9.1** This Agreement shall come into force on the EFFECTIVE DATE and remain in full force and effect unless terminated in accordance with Sections 9.2 and 9.3.
- 9.2** Either PARTY may at any time terminate this Agreement upon thirty (30) days written notice.
- 9.3** GENOPLANTE-VALOR may terminate this Agreement upon fifteen (15) days written notice to LICENSEE in the event LICENSEE breaches any material obligation hereunder and fails to remedy that breach within fifteen (15) days of receiving notice of that breach.
- 9.4** Upon termination of this Agreement for any reason whatsoever, LICENSEE shall immediately cease using the SOFTWARE. Within ten (10) days after termination by either PARTY, (i) LICENSEE shall (i) return to GENOPLANTE-VALOR the SOFTWARE, related material and copies thereof or (ii) destroy or erase all copies of the SOFTWARE and documentation associated and furnish GENOPLANTE-VALOR with a written notice, signed by an officer of the LICENSEE, certifying that all copies of the SOFTWARE and the documentation associated have been destroyed or erased.
- 9.5** Obligations of LICENSEE under Sections 5, 6, 7, 8 and 9 shall survive after termination of this Agreement.

10. MISCELLANEOUS

- 10.1** This Agreement may not be assigned without the prior consent of GENOPLANTE-VALOR.
- 10.2** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 10.3** No amendment or modification hereof shall be valid or binding upon the PARTIES unless in writing and signed by duly authorised representatives of GENOPLANTE-VALOR and LICENSEE.
- 10.4** The construction, performance and execution of this Agreement shall be governed by the laws of France. The PARTIES shall endeavour to reach an amicable arrangement in the event of any disputes arising out of the interpretation or the performance of this Agreement. Failing this, the PARTIES shall refer the dispute to the French courts located in Paris.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement by their duly authorised representatives on the dates given below.

For GENOPLANTE-VALOR:

Date :

Signature :

Name :

Capacity :

For LICENSEE :

Date :

Signature :

Name :

Capacity :

Appendix 1 Description of the SOFTWARE

Name: GENOPLANTE™ SPADS

Versions: V1.1.4 (Last update: 2002-11-29)
and V1.1.5 (Last update 2003-02-18)

Web availability, only for version V1.1.5:

online access on web sites: <http://genoplante-info.infobiogen.fr>
and <http://oberon.rug.ac.be:8080/SPADS/>

CD-Rom distribution: Versions V1.1.4 and V1.1.5 are both furnished on same CD-Rom after licence acceptance.

Category: Specific Primers & Amplicon Design Software

Author : Vincent Thareau

Technical Contact : spads@gengenp.rug.ac.be

Summary : GENOPLANTE™ SPADS tries to design a GST (Gene Sequence Tag) and a specific primer set for its PCR amplification, on a genomics sequence, knowing the gene structure.

Description : The Specific Primer and Amplicon Design Software (GENOPLANTE™ SPADS) was constructed to delineate the more divergent regions in each gene by comparing them with a complete annotated genome sequence and to select optimal primer pairs for the polymerase chain reaction (PCR) amplification of one divergent region per gene. The program allows the user to choose the characteristics of the resulting GST amplicons, including length and maximum similarity with other sequences in the genome. In addition to whole genome microarrays, GENOPLANTE™ SPADS can also be used to design GSTs for transcription profiling within gene families and more generally for any purpose involving the design of gene-specific probes for PCR experiments or hybridization, whatever the template, genomic and complementary DNA or RNA.

Version 1.1.4:

- No web interface (request only by UNIX command line)
- May be integrated into a pipeline

Version 1.1.5:

- Request on web interface (no command line)
- Accepts standard GenBank gene feature format as input for gene and exons coordinates
- All “general primer picking conditions” of Primer3 (Rozen and Skaletsky, 2000) can be modified by users, excepted parameters involved in the amplicon position since they are managed by GENOPLANTE™SPADS itself.

Documentation : README file

Programming language : Perl (v5.004_04)

Hardware requirement: Disk space needed: 1,96 Mo
128 Mo memory and 350 MHz processor recommended
Sun Solaris or Linux operating system

Soft requirement : NCBI-BLAST (v2.2.1 or 2.2.2: Altschul *et al.*, 1997) and Primer3 (v0.9: Rozen and Skaletsky, 2000)

References :

Thareau,V., Déhais,P., Rouzé,P. and Aubourg,S. (2001) Automatic design of specific gene tags for transcriptome studies. In Duret,L. Gaspin,C. and Schiex,T. (eds), JOBIM 2001, Toulouse, 195–196.

Thareau,V., Déhais,P., Serizet,C., Hilson,P., Rouzé,P. and Aubourg,S. (2003). Automatic design of gene-specific tags for genome-wide functional studies. Submitted.