

**THIS AGREEMENT** is made between You and the University of Westminster ('University')

## **DEFINITIONS**

In this Agreement the following expressions have meaning set opposite:

<b>This Agreement:</b>	this document, as amended from time to time.
<b>A Business Day:</b>	Monday to Friday (inclusive) except bank or public holidays in [England];
<b>Confidential Information:</b>	Any commercial or other information disclosed by one party to the other and identified as confidential before or at the time of disclosure;
<b>Copyright Notice:</b>	© University of Westminster Copyright in the whole and every part of this Licensed Material, in any form, belongs to the University and may not be used, sold, licensed, transferred, copied or reproduced in whole or in part in any manner or form or in or on any media to any person other than in accordance with the terms of a Licence Agreement or otherwise without the prior written consent of the University.
<b>the Effective Date:</b>	The date of your acceptance of these terms
<b>the Licence:</b>	the licence granted in clause 2;
<b>the Licensed Fee:</b>	A fixed sum payable by the Licensee for use of the Licence Material.
<b>the Licensed Materials:</b>	Software owned by the University and made available to you on this platform.

## **2. GRANT OF LICENCE**

- 2.1 The University hereby grants to you a free of charge, non-exclusive, licence to access and use the Licensed Material for non-commercial purposes.
- 2.2 The License is and remains the property of University. The Licensee will ensure that the Copyright Notice set out below appears prominently wherever the Licensed Material is used:

*'The Software is made available "AS-IS" in order that the University of Westminster may, as a charitable organisation, protect its interest for the benefit of its educational and research purposes. The University makes clear that no condition is made or to be implied, nor is any*

*representation or warranty given or to be implied, as to the quality, accuracy or reliability of the Software, the suitability of the Software for any particular use or for use under any specific conditions; and whether use of the Software will infringe third-party rights.'*

- 2.3 The University disclaims:
- 2.3.1 all responsibility for any use which is made by you, or any other person claiming through you, of the Licensed Material ; and
- 2.3.2 any liability for the outcomes arising from using the Licensed Material .
- 2.4 The Licensee may make public, results or data obtained from, dependent on or arising out of the use of the Licence Material provided that any such publication includes a prominent statement identifying the Licence Material as the source of the results or the data, including the Copyright Notice and stating that the Licensed Material has been made available for use by the Licensee under licence from the University and the Licensee provides a copy of any such publication to the University.
- 2.5 The Licensee agrees to indemnify the University and hold it harmless from and against any and all claims, damages and liabilities asserted by third parties (including claims for negligence) which arise directly or indirectly from the use of the Licensed Material or any derivative of it or the sale of any products based on the Licensed Material.
- 2.6 The Licensee undertakes to make no liability claim against any employee, student, agent or appointee of the University, in connection with this Licence or the Licensed Material.
- 2.7 No part of the Licensed Material may be reproduced, modified, transmitted or transferred in any form or by any means, electronic or mechanical, without the express permission of the University.
- 2.8 The University's permission is not required if the said reproduction, modification, transmission or transference is done without financial return, the conditions of this Licence are imposed upon the receiver of the product, and all original and amended source code is included in any transmitted product. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by these terms and conditions.
- 2.9 You are not permitted under this Licence to use the Licensed Material commercially. Use for which any financial return is received shall be defined as commercial use, and includes (1) integration of all or part of the source code or the Licensed Material into a product for sale or license by or on behalf of Licensee to third parties or (2) use of the Licensed Material or any derivative of it for research with the final aim of developing Licensed Material products for sale or license to a third party or (3) use of the Licensed Material or any derivative of it for research. The University shall be entitled to impose reasonable royalties on you for a share of revenue accrued from commercial use of the Licensed Material.
- 2.10 The Licensee may not assign the Licence or grant sub-licences.

### **3. INTELLECTUAL PROPERTY**

- 3.1 The Licensee will promptly inform the University if it becomes aware of any infringement or potential infringement of any of the Licensed Materials.
- 3.2 The Licensee will promptly inform the University if it becomes aware of any infringement or alleged infringement of any third party rights in its use of the Licensed Material.

### **4. DURATION AND TERMINATION**

- 4.1 The Licence will take effect on the Effective Date will continue in force unless terminated by either party.

- 4.2 The University may terminate this Agreement at any time.
- 4.3 On the termination of this Agreement the Licensee may not use the Licensed material after the effective date of termination.

## **GENERAL**

5. **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
6. **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.
7. **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
8. **Waiver of rights:** If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
9. **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
10. **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.
11. **Formalities:** Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting party pays the other party's reasonable expenses.
12. **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
13. **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
14. **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.