**COPYRIGHT LICENCE AGREEMENT FOR NON-COMMERCIAL USE OF THE The Gambling Harms Severity Index (suite of tools, including for people who gamble (GHSI), for affected others (GHSI-AO) and for recovery (GHSI-Recovery)**

**THIS LICENCE AGREEMENT** is made on (XX/XX/XXXX)

between:

1. **University of Plymouth** a higher education corporation having its registered office at Drake Circus, Plymouth, PL4 8AA, United Kingdom and Affiliates (the "**Licensor**")
2. **Institute name** and address (the “**Licensee**”), duly represented by name, job title

**IT IS AGREED** as follows:

**DEFINITIONS AND INTERPRETATION**

In this document (“**the Agreement**”), hereinafter:

**“QUESTIONNAIRE”** shall mean any version of the The Gambling Harms Severity Index (including for people who gamble (GHSI), for affected others (GHSI-AO) and for recovery (GHSI-Recovery) as described in Schedule 1;

**“Affiliates”** shall mean with respect to each party, the legal entities that control, are controlled by, or under common control with, such party:

“**Commencement Date**” shall mean the date of this Agreement as stated above;

“**Confidential Information**” shall mean all information, including but not limited to information relating to either party’s internal information without limitation its inventions, operations, methodologies, systems, processes, plans or intentions, design rights, trade secrets, market opportunities or business, disclosed (whether in writing, orally or by any other means) by one party to the other party, if; it is expressed to be confidential; and/or it would appear to a reasonable person (by the contents or the circumstances or manner in which it is disclosed) to be confidential;

**Confidential Data** refers to a) Personal details provided by the people who complete the QUESTIONNAIRE for either party b), raw (un-anonymised) data, collected through the QUESTIONNAIRE, by both-parties, which may contain details that can identify people who have completed the QUESTIONNAIRE, and in some case c) anonymised, aggregated data that is used for analysis in research projects. Please see section below, 2.1, for specific details on ownership rights of these various types of data.

“**Licence Fee**” shall mean any payment made by the Licensee to the Licensor for a license to the Copyright to enable the Licensee to use the QUESTIONNAIRE according to the terms of this Agreement;

“**Intellectual Property Rights**” or “**IPR**” shall mean registered trademarks, registered designs, applications and right to apply for any of those rights; unregistered trademarks, typographical arrangements, copyrights (including, where applicable, applications and rights to apply for registration of copyright and rights in computer software), database rights, moral rights, know-how, confidential information, , rights in designs and inventions; goodwill attaching to any of the aforementioned rights; the right to sue for infringement of any of the foregoing rights; and any forms of protection of a similar nature and having an equivalent or similar effect to any of them which may subsist anywhere in the world; **“Purpose”** shall mean use of the QUESTIONNAIRE for the term of the Agreement (as set out in Clause 5) as a non-commercial assessment tool to be used in health care settings to measure patient experience of person centred coordinated care and, which for the avoidance of doubt, excludes use in commercially sponsored clinical trials.

In this Agreement a reference to a person includes a reference to a body corporate, association or partnership, that person’s legal representatives, successors and permitted assigns as the context may require.

THE AGREEMENT

PURPOSE:

Description of the use of XXXX

**LICENCE & INTELLECTUAL PROPERTY**

**2.1 Confidential Data**

Demographic details e.g. name, sex, age of the people who have completed the QUESTIONNAIRE for both the Licensee and the Licensor, will not be shared between both parties. Each party will have full ownership rights over this type of information and will also be responsible for the ethical obligations surrounding the correct management and storage of that data.

Un-anonymised free text data collected from the QUESTIONNAIRE, by both the Licensee and the Licensor, will not be shared between the parties. Each party will have full ownership rights over this type of data and will also be responsible for the ethical obligations surrounding the correct management and storage of that data.

The Licensor will determine on a case by case basis whether they require access to the anonymised, aggregated data that the Licensee collects through the QUESTIONNAIRE. If the Licensor requires access to the anonymised data collected by the Licensee, though the QUESTIONNAIRE, and there are no moral or contractual reasons for why this should not happen, the Licensee will be contractually bound to share this data with the Licensor.

**2.2** No Licence Fee is payable by the Licensee to use the QUESTIONNAIRE for their specified Purpose. The Licensor hereby grants to the Licensee, for the duration of this Agreement (as set out in Clause 5), a world-wide, non-transferable, non-exclusive licence to use, reproduce, have reproduced, issue and distribute reproduction of the QUESTIONNAIRE in so far as is necessary to carry out the Purpose.

**2.3** Other versions of the QUESTIONNAIRE may be available in various languages. These can be made available to the licensee, but will remain the exclusive property of the Licensor. The Licensor will consider creating further translations of the QUESTIONNAIRE, should Licensees require the QUESTIONNAIRE in a language that the Licensor does not possess. Further translations would need to meet ISPOR/WHO standards and the Licensor would need to be involved in every stage of this process. Final approval of any newly translated version of the QUESTIONNAIRE would need to be given by the Licensor before it was used. Any new translations would also be owned by the Licensor.

**2.4** For the avoidance of doubt and save as provided for in this Agreement, the Licensee receives no licence to (and undertakes that it will not) use the QUESTIONNAIRE other than as expressly permitted by this Agreement including (without limitation) creation of derivative works, or distribution of the QUESTIONNAIRE to persons who are not employed by the Licensee. The Licensee is permitted to either use the QUESTIONNAIRE in its complete form, or to take selected questions from the QUESTIONNAIRE if they are wishing to measure individual domains of person centred coordinated care e.g. self-management. However, the Licensor would like to stress that person centred coordinated care, as a whole concept, cannot be measured through the QUESTIONNAIRE, unless it is used in its entirety. If a Licensee does choose to only take selected questions from the measure then the Licensor cannot be held accountable for whether or not the Licensee’s data accurately measured person centred coordinated care, as a whole concept.

**2.5** If analysis of the data obtained through the QUESTIONNAIRE is required by the licensee, it should follow the guided scoring system contained within the method section of the QUESTIONNAIRE. The Licensor may conduct the analysis on behalf of the licensee if the requirements regarding that process are acceptable to both parties and a financial fee to cover the work by the licensor is agreed to and fulfilled by the licensee. The fee will be tailored to the extent of the work required for each licensee e.g. whether face to face feedback sessions are required, or just a one off report

**2.6** The Licensee shall not sublicense the QUESTIONNAIRE except to the extent reasonably required to enable the Licensee and its Affiliates to use, copy, adapt, issue the QUESTIONNAIRE for the Purpose.

**2.7** The Licensee agrees that in the event the Purpose leads to commercial exploitation of results obtained with the QUESTIONNAIRE through resulting intellectual property or otherwise, the Licensee shall ensure through an agreement with the commercial entity that the commercial entity negotiates a licence with the Licensor prior to use of the results for commercial purposes and the Licensor agrees that such licence will be negotiated on fair and reasonable terms.

**3**  **LICENSOR’S REPRESENTATIONS, WARRANTIES AND INDEMNITY**

**3.1** The Licensor warrants that it has full power to enter into this Agreement and to grant to the Licensee the rights and licences (including those over the Intellectual Property Rights) hereby granted or agreed to be granted and has not entered into any agreements or arrangements inconsistent with the terms of this Agreement.

**3.2** The Licensor ‘Plymouth University’ warrants that it is the sole beneficial owner of all Intellectual Property Rights including but not limited to copyright in the QUESTIONNAIRE and all translations thereof.

**3.3** The Licensor warrants that the use of the QUESTIONNAIRE shall not infringe any Intellectual Property Rights held by a third party.

**3.4** Subject to Clause 7, the Licensor shall indemnify the Licensee against any and all claims, demands, actions, costs and expenses (including reasonable legal costs and disbursements) which are incurred as a result of any claim or proceedings made by a third party relating to infringement or alleged infringement of any third party Intellectual Property Rights.

1. **LICENSEE’S OBLIGATIONS**

**4.1** The Licensee undertakes that it will use the QUESTIONNAIRE only for the Purpose and only in so far as is necessary to carry out the Purpose as set forth in Clause 2 above.

**4.2** The Licensee shall (where applicable) display the copyright notice specified by the Licensor as detailed in Schedule 1 attached hereto; on all copies of the QUESTIONNAIRE and shall acknowledge that the copyright in the QUESTIONNAIRE is owned by the Licensor as detailed in Schedule 1 in all written material which refers to the QUESTIONNAIRE.

**5 TERMINATION**

**5.1** This Agreement will commence on the Commencement Date and unless otherwise terminated shall remain in force until 31st December 2021 or until the Purpose is concluded by the Licensee, whichever is the sooner; or termination is effected pursuant to Clause 5.2 or 5.3.

**5.2** Either party (the “**Initiating Party**”) may terminate this Agreement on thirty (30) days written notice to the other party (the “**Breaching Party**”) if the Breaching Party is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, it has failed to remedy the breach within thirty (30) days starting on the day after notification from the Initiating Party giving full details of the breach and requiring the Breaching Party to remedy the breach and stating that a failure to remedy the breach may give rise to termination under this Clause.

**5.3** A party may terminate this Agreement if the other party becomes insolvent or bankrupt or makes a composition or arrangement with its creditors or has a receiver, administrative receiver, administrator, liquidator or provisional liquidator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) or ceases or threatens to cease to carry on business.

**6 CONSEQUENCES OF TERMINATION**

Termination of this Agreement shall not affect the accrued rights and obligations of the parties on the date this Agreement terminates; nor shall it affect the continued existence and validity of the rights and obligations of the parties under those Clauses which are expressed to or which are implied as surviving termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

**7 LIABILITY**

Neither party shall in any circumstances be liable to the other under or in connection with this Agreement or use of the QUESTIONNAIRE in respect of any special, incidental or consequential damages, or otherwise, even if such party shall have been advised of the possibility of such damages, whether in contract, tort (including, without limitation, negligence) or otherwise, for loss of profit, goodwill, business opportunity or anticipated savings or indirect or consequential loss of any kind. Nothing in this Agreement shall operate to exclude or restrict either party’s liability for death or personal injury resulting from negligence.

**8 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter, and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the parties, whether oral or written, with respect to such subject matter. Each party acknowledges that it has not relied on any statements, warranties or representations given or made by any other party under or in relation to this Agreement save for those expressly set out in this Agreement. Each party further acknowledges that it shall have no rights or remedies with respect to such subject matter other than under this Agreement. Nothing in this Clause 8 excludes or restricts the liability of either party arising out of fraud or fraudulent misrepresentation.

**9 CONFIDENTIALITY**

**9.1** During the term, and after termination, of this Agreement each party shall keep the Confidential Information confidential and shall not disclose it or permit its disclosure to any third party without the express prior written consent of the other party.

**9.2** The obligations contained in Clause 9.1 shall not apply to Confidential Information which the receiving party can demonstrate:

**9.2.1** becomes publicly known other than through a breach of applicable law or of an obligation under this Agreement;

**9.2.2** is or has been independently developed by the receiving party;

**9.2.3** is required to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose such information.

**10 NOTICES**

**10.1** Any and all notices by one party to the other shall be forwarded by prepaid first class post, or hand delivery to the other party at the following addresses:

If to the Licensor at: Dr James Close, Room B402 Portland Square, Drake Circus, University of Plymouth, PL4 8AA

If to the Licensee at: Name and address of the use of the Questionnaire

**10.2** Such notices shall be deemed to have been served upon receipt or five (5) business days after posting if forwarded by post, upon receipt, if despatched by hand delivery and received by 3.00 pm, or the following business day, if forwarded by hand delivery and received after 3.00 pm.

**11 GENERAL**

**11.1** Except as specified herein, neither party shall use the name of the other party in any manner without the prior written consent of the other party

**11.2** A variation of this Agreement is valid only if it is in writing and signed by the parties or their duly authorised representatives.

**11.3** The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

**11.4** The parties shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

**11.5** The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

**11.6** A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce, or object to any variation of, any term of this Agreement.

**11.7** This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

**11.8** This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit any dispute arising under or in relation to this Agreement to the exclusive jurisdiction of the English courts.

**EXECUTED** by the parties as an Agreement

Name: **Dr David Mozley on behalf of**

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| --- | --- |
| SIGNED for and on behalf of the **University of Plymouth** SIGNED for and on behalf of the **LICENSOR** | **LICENSEE** |
| Name: | Name |
| Signature: | Signature: |
| Position: **IP Manager** | Position: |
| Date: | Date: |

**SCHEDULE 1**

***QUESTIONNAIRE***

Name, year of creation, any papers that reference the use of the questionnaire and its validation