

Copyright Licence
Living with Medicines Questionnaire V3

This Agreement is between:

1. Medway School of Pharmacy, represented for the purpose of this Agreement by the University of Kent whose registered office is at The Registry, Canterbury, Kent CT2 7NZ, United Kingdom (“University”); and
2. User as defined in *Request Form: Living with Medicines Questionnaire version 3*, appended at Schedule A.

Background

- A. University has developed the Living with Medicines Questionnaire version 3 (“LMQ v3”) and owns the Intellectual Property therein.
- B. User wishes to acquire rights under LMQ v3 in accordance with the provisions of this Agreement, as updated from time to time.

The Parties agree as follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

LMQ v3: Living with Medicines Questionnaire, any of its accompanying documentation and any material relating to it that may be made available from time to time.

The Originator: Professor Janet Krska, Professor of Clinical and Professional Pharmacy.

Project: As set out in Schedule A

Term: The date User signs this Agreement, for the period set out in Schedule A.

Territory: As set out in Schedule A

2. Grants of rights

- 2.1. University hereby grants to User, subject to the provisions of this Agreement a non-exclusive, non-transferable licence to use LMQ v3 solely within Project and for non-commercial use within Territory, for Term.
- 2.2. User shall not be entitled to grant sub-licences of its rights under this Agreement,

except with the prior written consent of University.

- 2.3. Except for the licences expressly granted by this Clause 2, University reserves all its rights.

3. Additional User obligations

- 3.1. User shall in exercising its rights under this Agreement, comply with all applicable laws, regulations and other similar instruments in Territory and shall at all times be solely liable and responsible for such due observance and performance.
- 3.2. User shall not, nor directly or indirectly assist any other person to do or omit to do anything to, diminish the rights of University in LMQ v3.
- 3.3. User will not use University’s name or logo in any press release or advertising, or for any other commercial purpose, without the prior written consent of the University in each case.
- 3.4. Protocols must be provided to Originator for any proposed Project using the LMQ v3, and a new licence set up.
- 3.5. User shall acknowledge the Originator and use of LMW v3 in any publication arising from studies using the LMQ v3.
- 3.6. Changes may not be made to the LMQ v3 without prior written agreement from the Originator.
- 3.7. Any translation of LMQ v3 will require prior written agreement and must involve Originator. Translations must adhere to standard translation protocol (e.g. ISPOR '[Translation & linguistic Validation of PRO Instruments](http://www.who.int/substance_abuse/research_tools/translation/en/)' or WHO 'Process of translation and adaptation of instruments available at: http://www.who.int/substance_abuse/research_tools/translation/en/).
- 3.8. Licences granted under this Agreement are personal to User and cannot be shared with any other individual or organisation. User must provide Originator, if reasonably requested, with any data collected using LMQ v3 for use in further development of the instrument, research and publication

purposes and to demonstrate the impact of LMQ v3. In order to enable this, User will, prior to starting the data collection, secure the consent of the individuals or organisations from which the data is collected for such data sharing.

3.9. Any issues encountered with LMQ v3 should be reported to Originator.

4. Confidentiality

- 4.1. Parties shall use all reasonable endeavours not to disclose any Confidential Information to any third party, and to use Confidential Information only for Project. Parties shall not breach this obligation to the extent that Confidential Information which is disclosed:
- i. is known to the party making the disclosure before the date of this Agreement, and not already subject to any obligation of confidentiality to the other party;
 - ii. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - iii. is obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - iv. is approved for release in writing by an authorised representative of the other party; or is disclosed pursuant to the requirement of any law or regulation.
- 4.2. The provisions of this clause 4 shall survive any cancellation of this Agreement for a period of 5 years from cancellation.

5. Intellectual Property

- 5.1. This Agreement does not affect the ownership of any intellectual property rights in LMQ v3.
- 5.2. All intellectual property rights in any changes to LMQ v3 shall be owned by University.
- 5.3. User shall inform University promptly if it becomes aware of any infringement or potential infringement of any Intellectual Property Rights in LMQ v3.

6. Warranties and Liability

- 6.1. University does not warrant that LMQ v3 is fit for any particular purpose and shall not be liable for any loss or damage caused by

failure in the performance of LMQ v3, save to the extent that such loss or damage was caused by the negligence of the University.

- 6.2. User warrants that it will take all measures reasonably necessary to ensure that any third party carrying out the data collection for Project are subject to the same restrictions as the User with regards to the use of LMQ v3.
- 6.3. University accepts no responsibility for any use which may be made of LMQ v3, nor for any reliance which may be placed on LMQ v3, nor for advice or information given in connection with LMQ v3.
- 6.4. The liability of University arising in any other way out of the use of LMQ v3, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if the University of Kent was advised of the possibility of those losses or if they were within its contemplation.
- 6.5. Nothing in these conditions limits or excludes either party's liability for death or personal injury; or any fraud or for any sort of liability that, by law, cannot be limited or excluded.

7. Termination

- 7.1. Either Party may terminate this Agreement at any time by notice in writing to the other party, such notice to take effect as specified in the notice:
- v. at any time on 1 months' notice in writing to the other party;
 - vi. if the other party is in material breach of this Agreement and, in the case of a breach capable of remedy within 30 days, the breach is not remedied within 30 days of the other party receiving notice specifying the breach and requiring its remedy; or
 - vii. if: (A) the other party becomes insolvent or unable to pay its debts as and when they become due, (B) an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), (C) a liquidator,

administrator, administrative receiver, receiver or trustee is appointed in respect of the whole or any part of the other party's assets or business, (D) the other party makes any composition with its creditors, the other party ceases to continue its business, or (F) as a result of debt and/or maladministration the other party takes or suffers any similar or analogous action.

7.2. A party's right of termination under this Agreement, and the exercise of any such right, shall be without prejudice to any other right or remedy (including any right to claim damages) that such party may have in the event of a breach of Agreement or other default by the other party.

7.3. Upon termination of this Agreement for any reason:

7.3.1. User shall no longer be licensed to use in any way, either directly or indirectly, LMQ v3;

7.3.2. each Party shall return to the other or, at the other party's request, destroy any documents or other materials that are in its possession or control and that contain the other party's Confidential Information; and

7.3.3. the provisions of Clauses 4, 5, and 8 shall remain in force.

8. General

Contacts for Notices:

For Kent (Notices): Carole Barron, Kent Innovation & Enterprise, Rothford, Giles Lane, Canterbury Kent CT2 7LR, Telephone number: (+44) (0)1227 823217, Fax number: (+44) (0)1227 824593, Email address: entcontracts@kent.ac.uk

For Kent (LMQV v3): Professor Janet Krska, Room Anson 111, Anson Building The Universities of Greenwich and Kent at Medway, Central Avenue, Chatham Maritime, Kent ME4 4TB, Telephone number: (+44) (0)1634 202950, Email address: j.krska@kent.ac.uk

For User: As set out in Schedule A

Notices. Any notice to be given under this Agreement must be in writing and delivered to the other party by hand, sent by pre-paid first class post, or sent by fax or email. A notice shall be deemed to take effect on the day it is delivered by hand, two (2) business days after the date of posting or emailing, or if sent by fax, on despatch provided the sender's fax machine produces automatic confirmation of error-free transmission to the correct fax number. The Parties' representatives are the Key Contacts named overleaf.

Amendment. This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

Headings. The headings to the clauses of this Agreement are for ease of reference only and do not affect the interpretation or construction of this Agreement.

Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part, without first obtaining the written consent of the other party.

Illegal/unenforceable provisions. Each provision of this Agreement is to be construed separately and, even if the whole or any part of any provision proves to be illegal, void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the remainder of the illegal, void or unenforceable provision, shall continue in full force and effect in that jurisdiction, and the legality, validity and enforceability of that provision in any other jurisdiction shall not be affected.

Waiver of rights. No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party and no waiver of its rights shall operate as a waiver

of any subsequent breach. No right, power or remedy conferred by this Agreement or reserved for either party to this Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy is cumulative.

No Agency. Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship of principal and agent. Neither party has any authority to make representation or commitment, or incur any liability, on behalf of the other.

Third parties. No person who is not a party to this Agreement has any right to prevent its variation, cancellation or termination, or to enforce any benefit conferred upon them by this Agreement.

Entire Agreement. This Agreement, including its Schedules, set out the entire agreement between the parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter.

Governing law. This Agreement shall be governed by and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, save where the parties agree to resolve any dispute by arbitration, mediation or other similar means.

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| <p>Agreed for and on behalf of USER</p> <p>..... Signed</p> <p>..... Print name</p> <p>..... Position</p> <p>..... Date</p> |
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Schedule A

**Request Form: Living with Medicines
Questionnaire Version 3**