

**UNIVERSITY OF LIVERPOOL
COPYRIGHT LICENCE AGREEMENT FOR VISION RESEARCH UNIT RESOURCES/VISION
RESOURCES/TOOLS**

PARTIES:

(1) Licensor:	VISION Research Unit, Institute of Population Health, Waterhouse Building Block B, 1-3 Brownlow Street, University of Liverpool, Liverpool L69 3GL, UK
(2) Licensee:	

The Licensor and Licensee are together referred to as "Parties" and individually as "Party"

AGREEMENT

Commercial Terms:

Commencement Date	Date of signing of second signatory
Contact details for Licensee	Name: (Populated through web access form) Job Title: Tel.: E-Mail:
VISION	VISION RESOURCES / TOOLS BIVI questionnaire VISION professional resources VISION patient resources VISION video resources VISION Stroke-Vision Care Pathway VISA (Visual Impairment Screening Assessment) VFAST (Vision-FAST Screen) BIVI, VISION, VISA, VFAST, VISable logos and graphics
Required Quantity	The number of copies of the VISION resources/tools that as at the date of this Licence Agreement the Licensee expects to make in connection with the Permitted Use, being: 1 (" Initial Quantity ") plus any additional copies subsequently made with the prior approval of the Licensor pursuant to Condition 8 of this Licence Agreement
Signing Fee	£1 (if demanded)
Use	The Licensee's use is limited to clinical practice and collaborative research
Territory	Clinical practice and Collaborative research

This Licence Agreement comprises the Commercial Terms above and the General Conditions of Licence set out below.

Signed on behalf of Licensor:	Sign: _____ Print Name and Job Title: Date:
Signed on behalf of Licensee:	Sign: _____ Print Name and Job Title: Date:

GENERAL TERMS & CONDITIONS OF LICENCE

Definitions

In this Licence Agreement:

- "Affiliate"** in relation to the Licensee means an entity that is controlled by, controls or in common control with the Licensee whether by majority ownership of shares, appointments to the Board, contract or otherwise
- "Authors"** means together Prof Fiona Rowe, of the University of Liverpool
- "Licence"** means the licence in respect of the VISION resources/tools granted to the Licensee under this Licence Agreement
- "Moral Rights"** means the rights under Sections 77 to 89 of the Copyright Designs and Patents Act 1988 in the United Kingdom and equivalent rights in the rest of the world
- "Specified Notice"** means the following statements:
- << © Copyright VISION Research Unit, University of Liverpool, 2018. All rights reserved.
- The authors, being together Prof Fiona Rowe, have asserted their moral rights. >>
- "University"** means the Chancellor, Masters and Scholars of the University of Liverpool whose administrative offices are at the Foundation Building, Brownlow Hill, Liverpool L69 7ZX
- "Limited Right to Sub-Licence"** means sub-licensing that is limited to the Affiliates, principal investigators and their teams, Study trial centres, CROs and CRAs in each case who are directly associated with the clinical practice and research collaboration, without any further right to sub-license
- "Permitted Use"** means use in connection within clinical practice including use of any results obtained by use of the VISION resources/tools in clinical practice to support an application for a marketing authorization in such manner as the Licensee may reasonably decide but without amending or revising the VISION resources/tools in any way
- "Standard Terms"** means non-exclusive, non-transferable, commencing on the Commencement Date and ending on completion of the Permitted Use

The headings in this Licence Agreement shall not affect the interpretation of this Licence Agreement. The singular includes the plural and vice versa and one gender includes the others. Use of the words "includes" and "including" shall be construed as being without limitation.

Licence and Intellectual Property Rights

1. In consideration of payment of the Signing Fee by the Licensee and the Licensee's covenants in this Licence Agreement, the Licensor hereby grants to the Licensee a licence on the Standard Terms to make up to the Required Quantity of copies of the VISION resources/tools and to use the copies in the Territory for the Permitted Use.
2. The licence granted under Condition 1 above includes a Limited Right to Sub-Licence subject to the following conditions:
 - (a) if the sub-licensee is a medic or clinician, s/he has not been previously debarred by law; and
 - (b) the identity of the proposed sub-licensee or the nature of its business is not likely to have

a detrimental impact on the reputation of the Licensor or the University and details of the sub-licensee are provided to the Licensor prior to the grant of the sub-licence. In the event of any dispute between the Parties under this Condition 2(b), the Licensor shall have the final decision.

3. The Licensee acknowledges that as between the Parties, the Licensor is the owner of the copyright in the VISION resources/tools and agrees that it shall not obtain any right, title or interest in or to the copyright or other intellectual property rights in respect of the VISION resources/tools other than as expressly granted to it under this Licence Agreement. The Licensee shall not adapt, modify or translate the VISION resources/tools in any way including for deployment by electronic means, save as may be expressly authorised as part of the Permitted Use.
4. The Authors have asserted their Moral Rights in respect of the VISION resources/tools. The Licensee shall ensure that the Specified Notice is accurately reproduced at the front of each copy (in whatever form) of the VISION resources/tools including translations made pursuant to this Licence Agreement.
5. The Licensee shall procure the waiver and release of any and all Moral Rights other than those belonging to the Authors that may come into existence under or pursuant to this Licence Agreement.
6. Any data generated using the VISION RESOURCES/TOOLS shall belong solely to the Licensee and the Licensor shall have no legal interest in this. Subject to that the copyrights and any other intellectual property rights that may be generated in connection with the Licensee's use of the VISION RESOURCES/TOOLS, including in respect of any translations shall belong solely to the Licensor. The Licensee shall enter into an assignment or other instrument as may be requested by the Licensor (whether before or after the end of this Licence Agreement) to enable the Licensor to obtain the full benefit of this Condition 6.
7. The Licensee shall promptly give notice in writing (with full particulars) to the Licensor in the event that it becomes aware of any infringement or suspected infringement of the copyright in the VISION RESOURCES/TOOLS by a third party. The Licensor shall in its absolute discretion determine what action if any shall be taken in respect of the matter and the Licensor shall have sole control over and shall conduct any action as it shall deem necessary. The costs of any such action shall be borne, and all damages and other sums which may be paid or awarded as a result of any such action shall be borne by the Licensor. The Licensee shall reasonably assist the Licensor in connection with any action or legal proceedings that the Licensor decides to take.
8. The Signing Fee allows the Licensee to make up to the Initial Quantity of copies of the VISION RESOURCES/TOOLS. If at any time the Licensee considers that its usage will exceed the Initial Quantity, it shall give written notice of this to the Licensor and the Licensor may, at its discretion, allow the Licensee to make a further 1 copy of the VISION RESOURCES/TOOLS. The Licensee shall notify the Licensor pursuant to this Condition 8 each time it wishes to make further copies of the VISION RESOURCES/TOOLS above the Initial Quantity.

Warranties and Liability

9. (a) The VISION RESOURCES/TOOLS is provided on an 'as is' basis and the Licensee uses the VISION RESOURCES/TOOLS at its own risk. No representations, conditions, warranties or other terms of any kind are given in respect of the VISION RESOURCES/TOOLS, and all statutory warranties and conditions are excluded to the fullest extent permitted by law.

(b) Without affecting the generality of Condition 9 (a), the Licensor gives no implied or express warranty and makes no representation that the VISION RESOURCES/TOOLS or any part of them:
 - (i) will enable specific results to be obtained;
 - (ii) will meet a particular specification or is comprehensive within its field;
 - (iii) are suitable for any particular, or the Licensee's specific, purposes;
 - (iv) will not cause any loss damage or injury;
 - (v) are of satisfactory quality;
 - (vi) do not or will not infringe third party rights.
10. Save for death or personal injury caused by the Licensor's negligence which liability shall

be unlimited, the Licensor's liability under this Licence Agreement howsoever arising, including in respect of negligence shall:

- (a) be limited to the Signing Fee; and
 - (b) exclude any liability for indirect or consequential loss or damage and for any loss of profit, reputation, or business or opportunity, even if any of these types of loss or damage were foreseeable as at the date of this Licence Agreement.
11. The Licensee irrevocably undertakes to the Licensor and the University not to make any claim against any employee, student, agent or appointee (in the latter two cases being an individual) of the Licensor or of the University, being a claim which seeks to enforce against any of them any liability whatsoever in connection with this Licence Agreement or its subject-matter.
12. The Licensee shall be responsible for all acts and omissions of its permitted sub-licensees and the Licensee shall hold harmless and indemnify the Licensor and the University from and against any claim, liability, loss or damage that the Licensor or the University may suffer or incur arising out of any breach of this Licence Agreement or the negligent act or omission by the Licensee or its permitted sub-licensees.

Confidentiality

13. The Licensee shall keep the contents of this Licence Agreement confidential and not disclose them to any third party save to its professional advisers and to its employees and employees of Affiliates and the categories of persons falling within the Limited Right to Sub-Licence only, to the extent that it is necessary to do so for the Permitted Use.

Termination

14. The Licensor may terminate this Licence Agreement forthwith by written notice if Licensee is in breach of this Licence Agreement and if the breach is capable of remedy, fails to remedy the breach within 21 days of being requested to do so in writing.
15. The Licensor may terminate this Licence Agreement forthwith by written notice if any proceedings under insolvency law are commenced against the Licensee and not promptly dismissed, including the presentation of a winding-up petition, or the appointment of an administrator or receiver or if the Licensee calls a general meeting of its creditors.
16. On termination of this Licence Agreement for any reason, the Licensee shall immediately cease using the VISION RESOURCES/TOOLS and destroy or cause to be destroyed all stocks of the VISION RESOURCES/TOOLS that may be in its possession or control and certify that the destruction has taken place to the Licensor.
17. Termination of this Licence Agreement shall not affect the accrued rights and liabilities of the Parties and Conditions 3-7 inclusive, 10-13 inclusive, 16-20 inclusive, and 22-25 inclusive shall survive termination of this Licence Agreement.

General

18. Assignment – The Licensee shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Licence Agreement.
19. Announcements - No public announcement or communication (save as may be required by law) concerning the transactions referred to in this Licence Agreement shall be made or dispatched by the Licensee without the prior written consent of the Licensor, not to be unreasonably withheld.
20. No Partnership – The Parties act as principals at law. Neither Party shall be or hold itself out as being the agent or representative of the other.
21. Use of Name – The Licensee hereby gives its consent to the use of its name and logo in advertising and marketing by the Licensor but limited to stating only that the Licensee is a licensee and user of the VISION RESOURCES/TOOLS. In particular, the Licensor shall not represent that Licensee has or does endorse the use of the VISION RESOURCES/TOOLS for any

purpose.

22. Entire Agreement - This Licence Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Licence Agreement and supersedes all previous such agreements. The Licensee has not relied on any representation made by or on behalf of the Licensor that is not expressly set out in this Licence Agreement.
23. Variation - No variation of this Licence Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
24. Waiver - The failure to exercise or delay in exercising a right or remedy under this Licence Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Licence Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
25. Notices - Notices under this Licence Agreement may be validly served by either Party at the other Party's address given in the particulars section above, or such other address as either Party may in writing notify for such purpose.
26. Third Party Rights - Save as provided for the University's benefit in Conditions 11 and 12 above, no third party is intended to benefit from any rights under this Licence Agreement.
27. Thesis - This Licence Agreement shall not prevent or hinder registered students of the University from submitting for degrees of the University theses based on the VISION RESOURCES/TOOLS; or from following the University's procedures for examinations and for admission to postgraduate degree status
28. Governing Law - English Law governs this Licence Agreement and Licensee hereby irrevocably agrees to submit to the exclusive jurisdiction of the English Courts hereunder.

—