

SLT e-Job Planning Tool Copyright Licence (the "Licence")

1. The Royal Wolverhampton NHS Trust whose administrative offices are at New Cross Hospital, Wolverhampton, WV10 0QP (the "Licensor") is the sole owner of the copyright in its Speech and Language Therapy e-Job Planning Tool, a description of which can be found in Schedule 1 of this Agreement (the "Works").
2. The end user (the "Licensee") wishes to receive a licence to use the Works for the purposes set out in this Agreement.
3. The Licence is granted in consideration of the payment of £1 by the Licensee to the Licensor (receipt of which is hereby acknowledged).
4. The Licensor grants the Licensee a royalty free, non-exclusive licence to use the Works only for the Licensee's internal healthcare, research, education and teaching purposes from the date of download of the Works.
5. For the avoidance of doubt the Licensee is not permitted to sell the Works or make any direct monetary gains from their use (be it in their current form or as part of another product, resource or set of materials).
6. The Licensee will:
 - 6.1 not circulate the Works externally (including without limitation use in external publications or publicly viewable websites) without the Licensor's prior written permission at its sole discretion;
 - 6.2 mark the Works with the Licensor's copyright notice at all times;
 - 6.3 include a statement on the Works and all accompanying material, including training materials, at all times acknowledging that the Works are being used under licence from the Licensors.
 - 6.4 not amend, edit, adapt, modify, alter or make additions to the Works (including without limitation adding any other logo or proprietary notice) without the Licensor's prior written permission, at its sole discretion.
 - 6.5 not sell the Works or incorporate the Works into any other material which is to be sold, without the prior written permission of the Licensor, at its sole discretion.
 - 6.6 always use the most up to date version of the Works and all accompanying material, as supplied to them by the Licensors.
 - 6.7 The Licensee shall not do or allow anything which would or might prejudice the Licensor's right in any Works or which might suggest that it has any title or interest in the Works other than the licence granted under this Agreement.
 - 6.8 The Licensee shall immediately inform the Licensor if it becomes aware of any infringement or potential infringement of any of the Rights (including any activity or proceedings commenced in which the ownership or authorship of the Rights is called into question (Rights Infringement)).
7. The Licensor warrants that:
 - 7.1.0 it owns all right, title, interest, and copyright in the Works free of any security interest.

- 7.1.1 the use of the Works by the Licensee in accordance with this Agreement shall not infringe the rights of any person.
- 7.1.2 the copyright in the Works are not the subject of any existing or threatened litigation at the date of this Agreement.
- 7.1.3 The training provided by the Licensors under Schedule 1 of this Agreement will be in provided in accordance with the professional clinical practice standards designated by the Trust Training Policy and will be appropriately detailed in order for the Licensee to use the Works properly in accordance with this Agreement.

8. Confidentiality

- 8.1 No Confidential Information ("Confidential Information" means all information disclosed whether orally, in writing, or by any other means, including but not limited to information relating to a party's know-how, copyrights, design rights, trade secrets, processes, intentions, ideas, plans, proposals, investigations, results, market opportunities including any part and any derivative of such information) disclosed by one Party ("Disclosing Party") to the other Party ("Recipient Party") under this Agreement may be disclosed by the Recipient Party to any person except:
 - 8.1.1 employees, agents, officers or subcontractors of the Recipient Party requiring the Confidential Information for the purposes of this Agreement;
 - 8.1.2 with the prior written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;
 - 8.1.3 if the Recipient Party is required to do so by law; or
 - 8.1.4 if the Recipient Party is required to do so in connection with legal proceedings relating to this Agreement.
- 8.2 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Agreement.
- 8.3 Clauses 8.1 and 8.2 not apply to Confidential Information which:
 - 8.3.1 is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party;
 - 8.3.2 the Recipient Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party (unless that knowledge arose from disclosure of information in breach of an obligation of confidence); or
 - 8.3.3 the Recipient Party acquires from a source other than the Disclosing Party or any employees, agents, officers or subcontractors of the Disclosing Party where that source is entitled to disclose it.

- 8.4 The Recipient Party must return to the Disclosing Party all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it at any time if requested to do so by the Disclosing Party, provided that the Recipient Party may retain one copy of such Confidential Information in its legal files for the purposes of monitoring its compliance with the terms of this Agreement.
- 8.5 The provisions of this Clause will survive the expiry or earlier termination (for whatever reason) of this Agreement for a period of three years.
9. The Licence will continue for a period of one year from the Start Date, after which its continuation will be reviewed by both parties. The Licensor reserves the right to increase the fee to be paid by the Licensee under Clause 3 for any term agreed between the parties beyond the first year. The Licensors may terminate the licence immediately upon written notice to the Licensee. On termination the Licensors may require that the Licensee promptly returns (or deletes at the Licensor's option) all copies of the Works held by the Licensee.
10. The Licensor or Licensee may terminate this Licence immediately upon written notice to the other party. On termination the Licensor may require that the Licensee promptly returns (and/or deletes at the Licensor's option) all copies of the Works held by the Licensee.
11. The Licence is subject to English law and jurisdiction. A person who is not party to this Licence has no rights under it.

SCHEDULE 1

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Manual for SLT e-Job Planning Tool.pdf
SLT e-Job Planning Tool.xlsx