MULTI USER LICENCE AGREEMENT FOR THE PROVISION OF ON-LINE CONTENT

This is an Agreement between The Stationery Office Limited (‘Licensor’) on behalf of the Medicines Healthcare products Regulatory Authority (‘MHRA’) and XXXXX (‘the Licensee’). This Agreement covers one edition of the Product.

The copyright in the Data is owned by the Crown and managed by MHRA on behalf of the Crown

1. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>‘Agreement’</td>
<td>means this Multiple User Licence supplied by the Licensor.</td>
</tr>
<tr>
<td>‘Content’</td>
<td>means any or all of the Products available on the Site.</td>
</tr>
<tr>
<td>‘Data Owner’s Copyright Notice’</td>
<td>means © Crown copyright 2007 this is a Value Added product which falls outside the scope of the OPSI Class licence.</td>
</tr>
<tr>
<td>‘Data Owner’s Marks’</td>
<td>means the Data Owner’s trademarks, logos, brands and domain names.</td>
</tr>
<tr>
<td>‘Data Owner’</td>
<td>means MHRA</td>
</tr>
<tr>
<td>‘Data’</td>
<td>means the Content together with any coding or access codes provided.</td>
</tr>
<tr>
<td>‘Database’</td>
<td>means the combination of Data and its interface with any operating software.</td>
</tr>
<tr>
<td>‘License Fee’</td>
<td>means the sum of: £ per annum for the term of this agreement.</td>
</tr>
<tr>
<td>‘Licensee’</td>
<td>means: British Pharmacopoeia 2009 Online</td>
</tr>
<tr>
<td>‘Product’</td>
<td>means:</td>
</tr>
<tr>
<td>‘Site’</td>
<td>means:</td>
</tr>
<tr>
<td>‘Software’</td>
<td>means any programmes or ancillary files provided by the Licensor for the purpose of accessing, searching, retrieving and displaying the Data through the Site.</td>
</tr>
<tr>
<td>‘Term’</td>
<td>means this Licence Agreement is effective from and shall terminate on</td>
</tr>
<tr>
<td>‘Users’</td>
<td>means those granted access rights by this Agreement and limited to ........ (or unlimited) number of concurrent users.</td>
</tr>
</tbody>
</table>

2. Licence

In consideration of the payment of the Licence Fee, the Licensor shall grant a licence of the electronic version of the Product to the Licensee under the terms and conditions of this Agreement for the Term.

3. Term and Termination

The Term of this Agreement shall be as specified in Clause 1. This Agreement may be extended through automatic renewal for successive periods of twelve (12) months unless either party elects to terminate this Agreement by giving the other party notice in writing of not less than thirty (30) days to expire at the end of the then current period of 12 months.

This Agreement shall automatically terminate if the Licensee or Users fail to comply with any provisions herein or the Terms and Conditions of the Site.

This Agreement shall automatically terminate should the Licensee become bankrupt or shall have a receiving order or administrative order made against him or shall appear unable to pay or have no prospect of being able to pay a debt within the meaning of Section 123(1) of the Insolvency Act 1986.

4. Authorised Use of the Product

Access will be via the IP Address, user name and password or via Athens Authentication.

The Licensor hereby grants to the Licensee the non-exclusive and non-transferable right for the Users to use the Product through the Site solely in accordance with the terms and conditions of this Agreement.

The Users shall be permitted to access the Content through the Site for the Term. Such usage shall be limited to the maximum numbers of Users as specified under Clause 1.

Users may search, view, copy and print out the Product or parts thereof from the Site.
Use of the Site and this Licence is subject to the Terms and Conditions set out on the Site. The Licensee is responsible for configuring its information technology, computer programmes and platform in order to access the Site. Notwithstanding clause 7.4, you should use your own virus protection software.

5. Your obligations

The Licensee is not permitted:

except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, sell, lease, sublicense, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Database or Software or its associated documentation or use, reproduce or deal in this Product or any part thereof in any way.

use any access software system to search the Database other than the Software provided under this Agreement.

5.3 the Licence shall not allow anyone other than authorised Users access the Site.

5.4 to alter the Content, Product or Database in any way.

6. Ownership

6.1 The Licensee acknowledges, as between the parties, that the Content and the Data are the property of the Crown or its third party licensors.

6.2 The Data Owner hereby reserves all intellectual property rights in the Content, Data and in the Data Owner’s Marks.

6.3 The Licensee shall not and shall ensure that Users do not delete or remove the Data Owner’s Copyright Notice or any copyright or other notices contained within or relating to the Content or the Data, or to the Data Owner’s Marks.

7. Warranties

The Licensor warrants that the Product and the Licensee’s access to it through the Site will not infringe any third party intellectual property rights.

The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

We will take reasonable steps to ensure that the Software and Data is virus-free.

The Licensor does not warrant that this Product will meet your requirements or that the operation of this Product or Site will be uninterrupted or error-free or that defects in this Product will be corrected.

8. Limitation of Liability

The Licensor’s entire aggregate liability to the Licensee and Users for any losses in contract, tort or otherwise (excluding physical injury to or death of any persons resulting from the Licensor’s negligence) shall not exceed the appropriate Licence Fee payable to the Licensor by the Licensee under this Agreement. In no event will the Licensor, the Data Owner nor the Crown be liable to the Licensee or a User for loss of profits (whether direct, indirect or consequential), business revenue, goodwill or anticipated savings or for any indirect or consequential loss or damage even if the Licensor has been advised of the possibility thereof and whether arising from negligence, breach of contract or howsoever. Nothing in this Clause limits the Licensor’s liability to the User in the event of death or personal injury resulting from the Licensor’s negligence or any other liability to the extent the same cannot be limited or excluded by law.

9. Assignment

This Agreement and the Licence may not be assigned by either party to any person or organisation without the prior written consent of the other.

10. Governing Law

This Agreement shall be construed as a contract made in England and shall be interpreted in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed for and on behalf of
LIICENSEE

By________________________

Name_______________________

Date________________________

Signed for and on behalf of
The Stationery Office Limited

By________________________

Name_______________________

Date________________________