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

This is an Agreement between The Stationery Office Limited of 10 Eastbourne Terrace, London, W2 6LG (‘Licensor’) on behalf of the Medicines and Healthcare products Regulatory Agency (an agency of the Department of Health) (‘MHRA’) and (‘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

1.1 ‘Agent’ means DA Information Services being an authorised agent appointed by the Licensor to sell the Product to licensees on the Licensor’s behalf.

1.2 ‘Agreement’ means this Multiple User Licence supplied by the Licensor.

1.3 ‘Business Day’ means a day not being a Saturday or a Sunday on which clearing banks in the City of London are open for business.

1.4 ‘Data Owner’ means MHRA on behalf of the Crown.

1.5 ‘Data Owner’s Copyright Notice’ means © Crown copyright 2012.

1.6 ‘Data Owner’s Marks’ means the Data Owner’s trademarks, logos, brands and domain names.

1.7 ‘Licence Fee’ means the sum or sums agreed between the Agent and the Licensee (plus any sales tax or tax on goods or services, if applicable).

1.8 ‘Product’ means any or all of the British Pharmacopoeia 2012 Online products available on the Site, the interface and any operating software including programmes or ancillary files and any coding or access codes provided for the purpose of access, searching, retrieving and displaying the product through the Site.

1.9 ‘Site’ means www.pharmacopoeia.co.uk.

1.10 ‘Term’ means the period from the commencement date of [ ][‘Commencement Date’] until the expiry date of [ ][‘Expiry Date’] unless terminated earlier in accordance with this Agreement.

1.11 ‘Users’ means any contracted employees or registered students of the Licensee subject to a maximum of [ ][‘Maximum Users’] concurrent users.

OR

‘Users’ means any contracted employees or registered students of the Licensee.

2. Licence

2.1 The Licensor shall grant a licence of the Product to the Licensee under the terms and conditions of this Agreement for the Term.

2.2 The Licence Fee in respect of the Term is to be paid by the Licensee to the Agent on or before the commencement of the Term or in accordance with such other payment terms as the Agent and the Licensee may agree.

3. Term and Termination

3.1 The Term of this Agreement shall be as specified in clause 1.

3.2 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.

3.3 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 or equivalent legislation.

3.4 On termination for any reason:

(a) all rights granted to the Licensee under this Agreement shall cease;

(b) the Licensee shall cease all activities authorised by this Agreement;

(c) the Licensee shall immediately pay to the Agent any sums due to the Licensor under this Agreement;

(d) if the Licensor is in breach of this Agreement, the Agent or the Licensee shall refund the Licensee a pro-rata fee for the balance of the Term (which shall be the Licensee’s sole remedy); and

(e) the Licensee shall immediately destroy or return to the Licensor (at the Licensor’s option) all copies of the Product then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

3.5 Termination by either party in accordance with the rights contained in this clause 3 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

3.6 On termination or expiry of this Agreement, the Licensee’s access to the Product shall be revoked and the Licensee agrees to return all derivatives or copies of the Product to the Licensor in such manner or format as the Licensor reasonably requires, or shall securely destroy the same in accordance with the Licensor’s instructions.
4. Authorised Use of the Product
4.1 Access will be via the Site using the user name and password or via IP Authentication.
4.2 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.
4.3 The Licensee must use the Product for its own internal business purposes only. The Licensee
shall not permit any third party to use the Product, nor itself use the Product on behalf of or for
the benefit of any third party (in any way whatsoever).
4.4 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.
4.5 Users may search, view, copy and print out the Product or parts thereof from the Site subject to
clause 3.6.
4.6 Use of the Site and this Licence is subject to the terms and conditions set out on the Site.
4.7 The Licensee is responsible for configuring its information technology, computer programmes
and platform in order to access the Site. Notwithstanding clause 7.3, the Licensee should use
its own virus protection software.

5. Licensee’s obligations
5.1 Except as expressly permitted by this Agreement and save to the extent and in the
circumstances expressly required to be permitted by law, the Licensee undertakes:
(a) not to rent, sell, lease, sub-license, loan, copy, modify, vary, adapt, merge, translate
the Product or the Site;
(b) not to reverse engineer, decompile, disassemble or create derivative works based on
the whole or any part of the Product or its associated documentation or use,
reproduce or deal in this Product or any part thereof in any way not expressly
permitted by this Agreement;
(c) not to make alteration to, or modifications of the whole or any part of the Product or
Site, nr permit the same or any part of the Product or Site to be combined with, or
become incorporated in, any other program, product or material;
(d) not to use any access software system to search the Product other than the software
provided under this Agreement on the Site;
(e) not to allow anyone other than authorised Users access the Site;
(f) not to alter, modify, adapt or translate the Product in any way;
(g) to co-operate fully with the Licensor’s personnel in the diagnosis of any error or
defect in the Product or Site;
(h) to ensure the Product and Site are used in a proper manner by competent trained
personnel;
(i) to keep the Product secure and maintain adequate supervision and control over use
of the Product and the Site and ensure that it is used in accordance with the terms of
this Agreement and the terms and conditions of the Site;
(j) to notify the Licensor immediately if it becomes aware of any unauthorised use of the
whole or any part of the Product or Site by any person.
(k) to include the Data Owner’
5.2 The Licensee shall be liable for any actions by any persons under its control who are either
permitted “Users” or not permitted to access the service and who are in breach of this
Agreement.

6. Ownership
6.1 The Licensee acknowledges that all intellectual property rights in the Product throughout the
world belong to the Crown, that rights in the Product are licensed (not sold) to the Licensee,
and that the Licensee has no rights in, or to, the Product or the Site other than the right to use
them in accordance with the terms of this Agreement.
6.2 The Data Owner hereby reserves all intellectual property rights in the Product 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
7.1 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.

7.2 The Licensee acknowledges and agrees that:
(a) the Product is provided on an “as is” basis and that (unless required to do so by law) the Licensor has no obligation under this Agreement to remedy any interruptions, errors or defects that may be with the Product; and
(b) it shall be responsible for ensuring that its use of the Product is compliant with all applicable laws and regulatory requirements in the jurisdiction in which the Product is used.

7.3 The Licensor will take reasonable steps to ensure that the Product and the Site is virus-free.

7.4 The Licensee does not warrant that this Product or the Site will meet the Licensee’s or the Users’ requirements, be fit for any particular purpose or that the operation of this Product will be uninterrupted or error-free or that defects in this Product will be corrected.

7.5 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.

8. Limitation of Liability
8.1 The Licensor’s entire aggregate liability to the Licensee and Users for any losses in contract, tort (including negligence) or otherwise (excluding physical injury to or death of any persons resulting from the Licensor’s negligence and any other liability to the extent the same cannot be excluded or limited at law) shall not exceed the amount of the Licence Fee payable 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.

8.2 Subject to clause 8.1 the liability of the Licensor, the Data Owner and the Crown for infringement of third party intellectual property rights shall be limited to the remedies in clause 9.

8.3 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. Discontinuation for Infringement
9.1 Should the Product become the subject of a claim of intellectual property infringement as a result of which the Product is not able to continue to be used, the Licensor may, at the Licensor’s option and expense, either:
(a) procure for the Licensee the right to continue using the Product; or
(b) replace or modify the Product so that it becomes non-infringing with no loss of functionality.

9.2 If the Licensor does not address the Licensee’s inability to use the Product in accordance with clause 9.1, the Licensor may terminate this Agreement immediately and shall promptly refund to the Licensee on a pro-rata basis any pre-paid Licence Fee paid by the Licensee for the Product for the remainder of the Term.

10. Confidentiality
10.1 Neither party will use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature including, without limitation, the terms and conditions of this Agreement, trade secrets, drawings, know-how, techniques, source and object code, business and marketing plans and projections, arrangements and agreements with third parties, Client information, formulae, suppliers, concepts not reduced to material form, designs, plans, models and information provided to the Licensee by Licensor under this Agreement and all information contained or embodied in the Content, Product or Site whether marked confidential or not, except as strictly necessary to perform its obligations or exercise its rights under this Agreement, provided that this obligation will not apply to Information which:
(a) is already in the public domain otherwise than through the default or negligence of the receiving party; or
(b) the receiving party is required to disclose by any court of competent jurisdiction.

11. Assignment
11.1 This Agreement may be assigned or novated by the Licensor to any person or organisation without the consent of the Licensee, provided that the assignee shall assume the rights and obligations of the Licensor under this Agreement.

11.2 The parties acknowledge and agree that:
(a) the Licensor has entered into an agreement with the Data Owner ("Head Agreement") pursuant to which the Licensor has been granted a licence of certain rights, including the right to in turn license rights to the Licensee under this Agreement;
(b) if the Head Agreement terminates or expires, then the Data Owner shall automatically take an assignment or novation of the rights and obligations of the Licensor under this Agreement.

11.3 The rights granted to the Licensee under this Agreement are personal to the Licensee and cannot be assigned by the Licensee to any other person or organisation.

12. Entire Agreement, Variation and Waiver
12.1 This Agreement:
(a) contains the entire agreement between the parties with respect to its subject matter;
(b) supersedes and cancels all previous negotiations, agreements and understandings by or between the parties with respect to its subject matter; and
(c) may not be changed or modified except by an instrument in writing signed by the duly authorised representatives of the parties.

12.2 The failure of the Licensor to insist upon strict performance of any provision of this Agreement, or the failure of the Licensor to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

13. Third Party Rights
No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement, except that, for the purpose of enabling the Data Owner to enforce its intellectual property rights and any other rights pursuant to this Agreement, the Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement.

14. Use of Name
The Licensor may not use Licensee’s name or logo in any fashion, including but not limited to Customer lists, marketing materials or lists or references without the explicit written permission of Licensee.

15. Force Majeure
15.1 Neither party shall be liable for delay in performance under this Agreement (except in relation to payment of the License Fee) or for failure to give notice of such delay when the delay is due to conditions beyond the reasonable control of a party hereto (a “Force Majeure Event”). However, if the period of delayed performance due to a Force Majeure Event exceeds 30 days from a date agreed upon by the parties, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

15.2 A Force Majeure Event shall include, but shall not be limited to, war, threat of war, riots, civil commotion, act of God, government, terrorist activities, strikes or other industrial action, accident, technical problems with transportation, natural disaster, storm, flood, fire.

15.3 If either party is likely to be affected by a Force Majeure Event it shall give notice in writing to the other without delay.

16. Notices
16.1 The address for the service of notice under this Agreement is that of the address specified in this Agreement (or such other address as is from time to time notified in writing to the other party to this Agreement).

16.2 Notices shall be in writing. Notices may be sent by first class mail or email transmission provided that email transmissions are confirmed within 24 hours by first class mail confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been received on the second Business Day after despatch. Correctly directed email transmissions shall be deemed to have been received instantaneously on transmission provided they are confirmed as set out above. If pursuant to this clause 16.2 any notice shall be deemed to have been served on a day which is not a Business Day it shall be deemed to be served on the next Business Day.
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 LICENSEE
By______________________  Name____________________  Date____________________

Signed for and on behalf of The Stationery Office Limited
By______________________  Name____________________  Date____________________