

MobQoL-7D - User Licence

This Agreement is made by and between the Licensors and the Licensee as defined and identified below.

1 Definitions

In this Agreement (“the Agreement”) the following words shall have the following meanings:
OM shall mean the MobQoL-7D questionnaire (as more fully described in the product information page on <https://cheme.bangor.ac.uk/mobqol>) and any accompanying documentation.

OM Specification shall be as set out in the Website product page as being the specification for the MobQoL-7D questionnaire hereby licensed.

Invoice shall mean a request for payment of the Licence Fee.

Licence Fee shall mean the fee or fees to use the OM as set out on the Invoice and to be paid by or on behalf of the Licensee to the Licensor by wire transfer, electronic credit card payment or such other payment method acceptable to the Licensor.

Licensee shall mean any entity agreeing to use the OM in accordance with these terms and conditions.

Licensors shall mean Bangor University, Bangor, Gwynedd, LL57 2DG

License Period shall be the duration of the Permitted Purpose

Permitted Purpose shall mean the single study specified in the application completed by the Licensee on the Website.

Website shall mean the MobQoL webpage on the Bangor University website: <https://cheme.bangor.ac.uk/mobqol>

2 Licence

2.1 In consideration of the Licence Fee, the Licensor hereby grants the Licensee a non-exclusive, non-transferable licence to use the OM in accordance with the provisions of this Agreement. The Licence granted hereunder expressly excludes the right to grant sub-licences to any third party, without the Licensor's prior written consent.

2.2 The Licensee shall:

- a. use the OM exclusively for the Permitted Purpose;
- b. effect and maintain reasonable security measures to safeguard the OM from access or use by any unauthorised person.

2.3 Other than as anticipated by the Permitted Purpose, the Licensee shall not:

- a. use or allow the use of the OM by on behalf of or for the benefit of any third party in any way whatsoever and the Licensee will not use nor permit the use of the OM as a part of a service supplied to any third party for financial reward; or
- b. make copies of the OM available in whole or in part except incidental to the Permitted Purpose.
- c. make alteration to, modification or derivatives of, the whole or any part of the OM; nor decompile, reverse assemble or disassemble the binary or object code version of the OM; and shall use its best endeavours to prohibit any other person or company from decompiling, reverse assembling or disassembling the binary or object code version of the OM.

3 Redistribution and modifications - Questionnaire only

3.1 The Licensee may reproduce and distribute copies of the OM with/without minor modifications as is necessary for the Permitted Purpose, provided that the following copyright notice is always displayed in an obvious manner: “© Bangor University 2021. All rights reserved”. For the avoidance of doubt, minor modification includes (but is not limited to) the

addition of branding, contact information, and non-material changes, it does not extend to translations or material changes which require the prior written consent of the Licensor.

3.2 The Licensee may convert the OM questionnaire into a digital format as is necessary for the Permitted Purpose however, the digital version must be approved by the Licensor in writing prior to distribution by the Licensee.

3.3 In the case where the OM has been modified, any distribution must include prominent notices indicating which files have been changed.

4 OM Support Services

The Licensor shall be under no obligation to provide support services in relation to the OM. If support services are available and are required by the Licensee, this will be by virtue of a separate support agreement.

5 Delivery and Duration

5.1 The Licensor will ensure that the OM is made available to the Licensee as detailed on the product page of the Website.

5.2 Following receipt by Licensor of the consideration, the OM shall be delivered in PDF format together with such other files and or documentation (if any) as are set out in the OM Specification.

5.3 This Agreement shall come into force on the Commencement Date. Subject to any earlier termination in accordance with the provisions of this Clause 5, this Agreement and the licence granted hereunder shall continue in force for the Licence Period.

5.4 The Licensor may (without prejudice to its other rights) terminate this Agreement at any time forthwith by notice in writing to the Licensee if:

a. a voluntary agreement is approved, or an administration order is made, or a receiver or administrative receiver is appointed over any of the Licensee's assets or undertaking or a resolution or petition to wind up the Licensee is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or

b. the Licensee defaults in due performance or observance of any of its obligations hereunder and (in the case of a remediable breach) fails to remedy the breach within 30 days of receipt of a notice so to do.

5.5 Termination of this Agreement, for any reason, shall be without prejudice to the rights and liabilities of the Licensor which may have accrued on or at any time up to the date of termination.

5.6 Upon termination of this Agreement, for any reason, the licence granted under this Agreement shall immediately terminate and the Licensee shall forthwith cease using the OM and within 7 days shall remove or destroy all copies of the OM and supporting information or, at the Licensor's request, return all copies of the same to the Licensor.

6 Charges

6.1 In consideration of the Licensor performing its obligations under this Agreement, the Licensee shall pay the Licence Fee specified on the Invoice for the Licence Period.

6.2 All charges in this Agreement are unless otherwise stated exclusive of UK value added tax which where applicable will be paid by the Licensee to the Licensor in addition. The Licensee is wholly responsible for identification and payment of any other local sales tax and duty that may be incurred depending on the Licensee's own location.

7 Warranties and Liability

7.1 The Licensor warrants to the Licensee that the OM operating on the computer system shall perform substantially in accordance with the OM Specification at the date of delivery to the Licensee, and except for any such OM Specification the OM is provided "as is" and without any warranty of performance. The Licensee's sole remedy for any failure of the OM to perform shall be to require the Licensor to correct such failure (where reasonably achievable), free of additional charge and within a reasonable time.

7.2 Except for the express warranty stated in Clause 7.1 above, the Licensor gives no warranties and there are no conditions, either express or implied, on the OM or its performance, including without limitation all implied warranties and conditions of satisfactory quality, merchantability and fitness for a particular purpose or those arising by statute, operation of law, usage of trade, course of dealing or otherwise, and the stated express warranty is in lieu of all liabilities or obligations of the Licensor for damages occurring out of or in connection with the use or performance of the OM.

7.3 The Licensor's liability under or in connection with this Agreement, and whether arising in contract, tort, negligence, breach of statutory duty or otherwise:

- a. shall be limited to the amount of the Licence Fee paid by the Licensee under this Agreement during the 12 months preceding the date on which the liability arose; and
- b. shall not extend to any indirect or consequential losses, nor to any financial losses including without limitation any loss of profits or saving of costs, whether sustained by the Licensee or any other person.

8 Intellectual Property

8.1 Copyright and all other intellectual property rights subsisting in or in connection with the OM and supporting information shall remain at all times the property of the Licensor. The Licensee shall acquire no rights in any such material except as expressly provided in this Agreement.

8.2 No permission is granted to use the trademarks or product names of the Licensors except as required for reasonable and customary use in describing the origin of the OM.

8.3 The Licensee shall acknowledge the Licensor and use of the OM in the publication of any work that uses, or results that are achieved through, the use of the OM.

8.4 For the implementation, the following citation shall be included in the acknowledgements:

Bray N, Tudor Edwards R. [Preference-based measurement of mobility-related quality of life: developing the MobQoL-7D health state classification system](#). Disabil Rehabil. 2020;12:1-15.

9 General

9.1 Amendment. This Agreement may only be amended in writing signed by the duly authorised representatives of Licensor and the Licensee.

9.2 Assignment and Sub-Licensing. The Licensee is not entitled to assign, sub-contract or sub-license to any third party any of its rights or obligations under this Agreement without the Licensor's prior written consent. Licensor shall be entitled to assign or sub-contract its rights and obligations under this Agreement to any person, but Licensor shall give notice of such assignment in writing to the Licensee.

9.3 Severability. If any part, term or provision of this Agreement be held illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be

affected and the parties shall use their best endeavours to agree a replacement term with as nearly as possible the same legal effect.

9.4 Entire Agreement. This Agreement supersedes and cancels all previous agreements and working arrangements whether oral or written, express or implied between the parties in respect of or in connection with the matters referred to in this Agreement. The parties agree that neither of them is relying on any representation, warranty, condition or other provision that is not expressly set out in this Agreement. Nothing in this Agreement excludes liability for fraud, death or personal injury caused by negligence, or any other liability that may not be excluded under applicable law.

9.5 No Waiver. No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term or any condition of this Agreement shall not be construed as a waiver of any subsequent breach of a term or condition of the same or a different nature.

9.6 Notice. Any notice required to be served by this Agreement shall be given in writing and served personally or by prepaid post addressed to either party at its address as given in Clause 1 (in the case of the Licensor) or as given in the Website (in the case of the Licensee) or its last known address. Any notice so posted shall be deemed in the absence of evidence of earlier receipt to have been served three days after such posting and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted as a prepaid letter. Writing shall include electronic writing and if delivered electronically shall be deemed received the working day after being sent. Any change of address by any party during the term of this Agreement shall be notified promptly to the other part in the like manner.

9.7 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

9.8 Third Parties. For the purposes of the Contracts (Right of Third Parties) Act 1999, and notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

9.9 Non-use of Names. The Licensee shall not use the name, any adaptation of the name, any logo, image, trademark or other device of Licensor, or any of its employees or departments, on any product or in any advertising, promotional or sales materials without prior written consent obtained from Licensor in each case.

9.10 This Agreement shall be deemed executed in writing and signed by the parties upon delivery to the Licensee of the OM