Agreement Number

By and between **and the Client**

Woodward Associates Limited
Sir Henry Darville House
8-10 William St
Windsor
Berkshire
SL4 1BA
United Kingdom

Company Registration
London 3297090

VAT Registration
669 2153 15

Effective Date of Agreement:

The Client acknowledges having read and understood these terms and conditions. By signing this Agreement the parties agree to abide by the terms and conditions set forth overleaf.

Agreed on behalf of Woodward Associates **By**

Name

Title

Agreed on behalf of the Client **By**

Name

Title

1 Licence

1.1 **In consideration of the Licence Fee, Woodward Associates grants to the Client a corporate, non-exclusive and non-transferable licence to use the software described in the Schedule hereto and any enhancements or modifications thereto and any documentation as may be supplied to the Client (together referred to as "the Licensed Products").**

1.2 **The Client hereby acknowledges that certain components of the Licensed Products furnished to it under this agreement are owned by HM Government (the "Crown").**

2 Restrictions on Use

2.1 **The Client agrees that it shall only use the Licensed Products in the manner specified in this Agreement.**

2.2 **The Client may interface to the Licensed Products from its own proprietary software and utilise interfaces to the Licensed Products developed by its suppliers provided that a) nothing in the Client's agreements with its suppliers shall operate to transfer to any third party ownership of or any rights to the Software Products; and b) Crown copyright and Woodward Associates copyright is expressly acknowledged in the Client's agreements and documentation.**

2.3 **The Client may not sublicense the rights granted in this agreement to any third party.**

2.4 **The Client may use and interface to the software solely in the United Kingdom and may only install the software at National Health Service Establishments that form part of the Client organisation.**

3 Licensed Products

3.1 **Woodward Associates shall provide the software described in the Schedule hereto and associated tables and files for the computer hardware specified in the Schedule hereto. Upon request Woodward Associates shall also provide example code, header files and, where available, precompiled libraries in order to facilitate the implementation of an interface to the Client's software.**

3.2 **The software components of the Licensed Products shall be supplied in the form of binary executable code on appropriate magnetic or optical media.**

4 Warranty, Maintenance and Support

4.1 **All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise, shall be construed subject to the terms and conditions of this Agreement and insofar as they are inconsistent with said terms and conditions shall be excluded.**

4.2 **Woodward Associates warrants that the Licensed Products shall perform substantially in accordance with the written specifications thereof but does not warrant that any software supplied shall be free from error or operate without interruption. There are no other warranties either express or implied at law or otherwise with regard to description or fitness for purpose or merchantable quality for the Licensed Products or for any services supplied under this Agreement.**

4.3 **Upon payment of the annual Renewal Fee, Woodward Associates shall:**

a) correct any defects or errors in the Licensed Products notified to Woodward Associates; remedies for any such defects or errors shall be supplied to the Client through temporary software patches or new releases of the Licensed Products;

b) provide telephone support for the Licensed Products during the hours of 10.00 AM to 5.00 PM, Mondays to Fridays excluding public holidays – such telephone support is limited to advice and consultation on problems or operational difficulties experienced by the Client in regard to the normal execution of the Licensed Products;

c) provide the Client with a copy of any upgrade or new release of the Licensed Products.

5 Licence Fees and Payment

5.1 **The Licence Fee and the Annual Renewal Fee for the Licenced Products are specified in the Schedule hereto. Woodward Associates will give three months written notice of any price changes.**

5.2 **Invoices for the Licence Fee shall be submitted upon delivery of the Licensed Products to the Client. Invoices for the Renewal Fee shall be submitted on the initial and anniversary dates specified in the Schedule hereto.**

5.3 **All charges are exclusive of VAT or other applicable taxes or duties which shall be added to the invoice.**

5.4 **The Client agrees to make payments for Renewal Fee for the full period described in the Schedule hereto.**

5.5 **The Client agrees to make payment in full within thirty days from the date of the submitted invoice.**

5.5 **In addition to any other remedy available at law, Woodward Associates shall be entitled to charge interest, accruing daily, on any overdue invoice at the rate of four per cent above the then current HSBC Bank Base Rate.**

6 Intellectual Property and Disclosure

6.1 **Each party warrants that it has the right for the purposes of this Agreement to provide and use any software, documentation or other materials it supplies to the other.**

6.2 **All rights (including intellectual property rights and copyright) to any Licensed Products, program materials or documentation and any amendments or enhancements thereto supplied by Woodward Associates to the Client under this Agreement shall remain the property of Woodward Associates or the Crown and no title to, copyright in or ownership of any part of the Licensed Products is hereby transferred to the Client.**

6.3 **The Licensed Products contain proprietary, confidential and trade secret information of Woodward Associates or the Crown. In no event shall the Client endeavour to discover through reverse engineering or reverse compiling or other techniques or processes the trade secrets contained in the Licensed Products or derive any source code or algorithms therefrom or use any such trade secrets except as expressly provided in this agreement.**

6.4 **Any confidential information (including either party's business information, the personal data of its employees and other trade secrets) shall not be used or disclosed except for the purposes of this Agreement. Said information shall be maintained in confidence unless it becomes public without the fault of the receiving party. The Client shall maintain the Licensed Products in confidence and shall not disclose them or any part thereof to anyone other than its employees who have a need to know.**

6.5 **Either party may issue publicity material relating to this Agreement with the prior written consent of the other party, such consent not to be unreasonably withheld.**

6.6 **Each party shall be responsible for ensuring that it and its employees comply with the requirements of the Data Protection Act 1984 as amended.**

7 Termination

7.1 **Without prejudice to existing rights and remedies if one party shall become bankrupt or make an arrangement with its creditors or go into liquidation or shall commit a breach incapable of remedy or shall fail to remedy any other breach within thirty days of receiving notice thereof, then the other party may terminate this Agreement with immediate effect.**

7.2 **Upon termination of this Agreement the Client shall return to Woodward Associates all originals and copies of the Licensed Products delivered under this Agreement.**

7.3 **The rights and obligations of either party arising under Clause 6 (Intellectual Property and Disclosure) and Clause 9 (General) shall survive termination of this Agreement.**

8 Limitations

8.1 **Woodward Associates accepts liability for direct physical damage to the Client's tangible property up to a total amount** not exceeding the amount paid for the Licensed Products where **such damage is shown to be caused by the negligence of Woodward Associates, its employees or agents.**

8.2 **Woodward Associates accepts its liability for death or personal injury arising from the negligence of Woodward Associates, its employees or agents.**

8.3 **Except as provided in Sub-Clauses 8.1 and 8.2, Woodward Associates shall not be liable for any loss or damage sustained by the Client, whether to its tangible property or otherwise and howsoever caused. Woodward Associates shall not be liable for any consequential, economic or other direct or indirect loss suffered by the Client whether foreseeable or made known to Woodward Associates.**

9 General

9.1 **The Client may only assign or otherwise transfer its rights and obligations under this Agreement with the prior written consent of Woodward Associates, such consent not to be unreasonably withheld.**

9.2 **Variation of this Agreement shall only be effective if agreed in writing by an authorised signatory of each party.**

9.3 **No waiver of any term or condition of this Agreement shall constitute a continuing waiver.**

9.4 **Notice is effective if in writing and delivered to the Company Secretary or appropriate officer of the other party personally or by recorded delivery.**

9.5 **No action whether in contract tort or otherwise relating to this Agreement may be brought by either party more than two years after the party concerned becomes aware or should reasonably have become aware of the facts constituting the cause of action.**

9.6 **The validity, construction and performance of this Agreement shall be governed by the Laws and subject to the Courts of England.**

9.7 **These terms and conditions and Schedules shall constitute the entire understanding and agreement between the parties and supersede all prior and contemporaneous proposals, representations, negotiations and communications relating to this Agreement.**

9.8 **Each party shall be responsible for ensuring that it and its employees comply with the requirements (including without limitation any statutory instruments, code of practice and other regulations) of the Health and Safety at Work Act 1974 as amended except that the Client shall provide first aid facilities for any employee of Woodward Associates whilst such staff are working at the Client's site.**

9.9 **If applicable, the Client shall provide to Woodward Associates a copy of the Client's health and safety policy and any of the Client's regulations including, without limitation, the Security Procedures which are applicable to any contractor working at the Client's site and Woodward Associates shall procure that its employees conform to the said regulations and procedures.**

The Schedule

This Agreement is the licence for the following products:

Renewal fee due date

Period of agreement

Renewal Fee