

Licence for Non-Commercial Use of S(WEMWBS) - TERMS & CONDITIONS

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“Organisation”	means any organised group of people with a particular purpose including (but not exhaustively) sole traders, incorporated companies, associations, corporations, institutions, agencies, societies, public bodies, charities and clubs;
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“Commercial Organisation”	means an Organisation whose main purpose is tot provide products or services on a Commercial basis;
“Non-Commercial Organisation”	means an Organisation whose main purpose is not the provision of products and/or services on a Commercial basis. For avoidance of doubt, this includes Public Health and Social Services, Registered Charities, Registered Community Interest Companies and Social Enterprises;

By registering as a Non-Commercial Organisation for use of the Warwick-Edinburgh Mental Wellbeing Scale (“**WEMWBS**”) or Shortened Warwick-Edinburgh Mental Wellbeing Scale (“**SWEMWBS**”), hereinafter each individually or jointly referred to **S(WEMWBS)**, you (“**the Licensee**”) accept and agree to be bound by the terms and conditions of this Licence.

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In this Licence, Licensed Material shall mean:

- i WEMWBS;
- ii SWEMWBS;
- iii The Data Analysis spreadsheet;
- iv User Guides and Handbooks; and
- v any other associated materials intended to assist the Licensee in the use of S(WEMWBS)

as provided via the S(WEMWBS) Resources page on the University website.

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- 3.4. The Licensee will not make any of the following changes or improvements to the Licensed Materials:
 - i The wording and phrasing of all questions within the S(WEMWBS) scales;
 - ii The order of the questions within the S(WEMWBS) scales; and
 - iii The coding of question responses and method of calculation of scores.

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- 6.1. This Licence applies for the term of duration of the study specified in the Registration Form. However, should the Licensee fail to comply with the terms and conditions of this Licence, then the University reserves the right to terminate the License.
- 6.2. This Section 6.2 does not affect any rights of the University to seek remedies from the Licensee for violations of this Licence.

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- 6.4. Sections 1, 4, 5, 6 and 7 survive termination of this Licence.

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- 7.2. No term or condition of this Licence will be waived and no failure to comply consented to unless expressly agreed to by the University.
- 7.3. Nothing in this Licence constitutes or may be interpreted as a limitation upon, or waiver of, any privileges and immunities that apply to the University or the Licensee, including from the legal processes of any jurisdiction or authority.
- 7.4. This Agreement shall be governed by English Law and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.