

UNIVERSITY OF WARWICK

WEMWBS

Commercial Licence

BY COMPLETING THE ONLINE REGISTRATION FORM YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE - PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (“Licence”) is a legal agreement between you (“The Licensee”, “You” or “Your”) and The University of Warwick whose administrative offices are at University House, University of Warwick, Coventry, CV4 8UW, UK (“The University”) for the use of:

The Warwick-Edinburgh Mental Wellbeing Scale (“**WEMWBS**”) which means the 14-item Warwick-Edinburgh Mental Wellbeing Scale and/or the 7-item Shortened Warwick-Edinburgh Mental Wellbeing Scale and any associated materials (“**Resources**”) including:

- User Guide;
- The Data Analysis Spreadsheet; and
- any other associated materials intended to assist the You in the use of WEMWBS

as made available and updated from time to time via the WEMWBS Resources page on University’s website.

You acknowledge that all Intellectual Property Rights in WEMWBS and the Resources belong to the University and are protected by copyright. The University permits the use of WEMWBS and the Resources by You within the terms of this Licence. The University does not sell WEMWBS or the Resources to You and remains the owner of WEMWBS and the Resources at all times.

Within this Licence Products and / or Services means any materials (whether in hard copy or digital format), methodologies or systems (whether manual or delivered via digital platforms or tools) used for data collection, analysis and reporting and offered and/or delivered to 3rd parties.

1. SCOPE OF LICENCE

- 1.1. In consideration of the non-refundable **Annual Licence Fee** paid by You, the University hereby grants to You a non-exclusive licence to use WEMWBS and the Resources solely within the **Field of Use, Scale of Use** and in the **Territories** declared by You within the form submitted on the University website ("**Registration Form**"). The duration of this Licence ("**Annual Licence Period**") will be a period of 12 (twelve) months from the **Start Date** declared by You within the Registration Form, or until terminated in accordance with this Licence.
- 1.2. The Licence is renewable by payment of the Annual Licence Fee.
- 1.3. Within this Licence, **Scale of Use** means the total number of individual people to whom WEMWBS is made available (known as "Participants" within the Registration Form) during the Annual Licence Period. For the avoidance of doubt, Scale of Use is not determined by the number of individuals that go on to complete WEMWBS or by the number of occasions an individual completes WEMWBS during the Annual Licence Period.
- 1.4. You are permitted to sub-licence WEMWBS and the Resources only by inclusion of WEMWBS and the Resources within the Products and / or Services You offer and within the scope of this Licence. You are not permitted to sub-license WEMWBS or the Resources for any other reason.
- 1.5. You will not use WEMWBS for any purpose beyond the agreed scope of this Licence
- 1.6. You will not directly or indirectly assist any third parties to use WEMWBS in such a way as to breach University Copyright or diminish the rights of the University in WEMWBS including, but not limited to:
 - i. Publishing, distributing or sharing WEMWBS or the Resources with any third party other than Your sub-licensees and to whom it is not necessary to do so in order to use WEMWBS within the terms of this Licence;
 - ii. Providing WEMWBS or the Resources to any third party to enable them to incorporate WEMWBS into their Products and / or Services unless these Products and / or Services are solely for Your use.

2. SUB-LICENSING AND SUB-CONTRACTING

- 2.1. You will put in place a legal binding contract between You and any third parties to which You wish to sub-contract and / or sub-license WEMWBS or the Resources, in accordance with the terms of this Licence, which enables You to:
 - i. Fulfil Your obligations in clauses 4 and 5; and
 - ii. Ensure that Your sub-contractor and / or sub-licensee conforms to the terms of this

Licence.

- 2.2. You will remain fully liable for all acts and omissions of Your sub-contractor and / or sub-licensee/s as if those actions and omissions were Your own.

3. CONDITIONS OF USE

You agree to use WEMWBS and the Resources in accordance with this clause. Failure to do so will be considered a breach of the University's Copyright and would invalidate any data collected or analysis completed.

The following terms apply to any printed or digital versions of any materials created which incorporate WEMWBS including any electronic systems or online platforms on which WEMWBS is utilised.

- 3.1. You will not adapt, alter or modify the content of WEMWBS or the Resources in any way. For the avoidance of doubt this includes:
- i. The wording and phrasing of the WEMWBS introductory paragraph and instructions for Participants completing the scale;
 - ii. The wording and phrasing of all questions within WEMWBS including the translation into other languages;
 - iii. Removal, replacement or changes to the order of the questions within WEMWBS;
 - iv. The coding or scoring of question responses within WEMWBS; and
 - v. The method of calculation of scores and interpretation of results
- 3.2. You will ensure that WEMWBS is used in accordance with the User Guide provided by the University as part of the Resources. In particular with respect to:
- i. Visual presentation of the WEMWBS scale for Participants;
 - ii. Method of completion by Participants;
 - iii. Analysis and interpretation of the data collected; and
 - iv. Any feedback provided to Participants.
- 3.3. Where You are incorporating WEMWBS into a digital tool or online platform, You will notify the University at least 4 weeks prior to commencing implementation and will provide the University with an opportunity to review all versions of Your digital tool or online platform including:

- i. The presentation of WEMWBS as seen by Participants;
- ii. Any automated feedback provided to Participants; and
- iii. Any data analysis or reporting delivered.

by providing screen shots or an online demo of any electronic systems or platforms

- 3.4. Regardless of whether the University conducts a review as outlined in clause 3.3, the University reserves the right to audit Your use of WEMWBS in accordance with clauses 3.1, 3.2, 3.3 and against the User Guide provided as part of the Resources.
- 3.5. Should the University identify that WEMWBS is not being used in accordance with the terms of this licence this would be considered a material breach of the licence and would be dealt with in accordance with clause 8
- 3.6. You will implement any improvements made by the University to WEMWBS within 6 months of receiving notification from the University

4. ACKNOWLEDGEMENT OF COPYRIGHT AND INVENTORSHIP

- 4.2. You will ensure any Products or Services that You deliver and / or any associated materials You create in order to utilise WEMWBS are suitably marked with the Copyright notice statement “©University of Warwick, 2006, all rights reserved.”
- 4.3. When issuing any public communications concerning Your use of WEMWBS or the Resources You will acknowledge the individuals and organisations that created WEMWBS using the statement “WEMWBS was developed by the Universities of Warwick, Edinburgh and Leeds in conjunction with NHS Health Scotland”.

5. DATA

- 5.1. You are responsible for the collection, processing and analysis of any data collected using WEMWBS and compliance with any applicable Data Protection Legislation
- 5.2. You will keep accurate and up to date records of where and how You use WEMWBS such that You can ensure You adhere to the Scope of the Licence as defined in clause 1. of this License
- 5.3. You will, at the reasonable request of the University, provide it with the following:
 - i. Anonymised data gathered from Participants; and
 - ii. Information regarding any benefits achieved from Your use of WEMWBS such that the University can report on those benefits, provided that this obligation does not extend to

information which You consider commercially sensitive or obliges You to breach Data Protection legislation.

This obligation includes the collection of such information from any sub-licensees.

6. INTELLECTUAL PROPERTY

- 6.1. The title to any Intellectual Property resulting directly from and authored, conceived, developed or otherwise created under this Licence shall remain with its creator.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1. The University makes no representations or warranties of any kind concerning WEMWBS, or the Resources whether express, implied, statutory, or other. This includes, without limitation, warranties of title, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.
- 7.2. To the extent possible, in no event will the University be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Licence or use of WEMWBS or the Resources, even if the University has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed by law in full or in part, this limitation may not apply to You.
- 7.3. The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.
- 7.4. The liability of the University for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of business, business interruption, loss of profit, or loss of business opportunity.
- 7.5. In any event, the maximum liability of the University to You under or otherwise in connection with this Agreement or its subject-matter shall not exceed the **Annual Licence Fee** paid by You.

8. TERMINATION

- 8.1. The University may terminate this Licence immediately by written notice to You if You commit a material or persistent breach of this Licence which You fail to remedy within 60 days after the service of written notice requiring You to do so or if You, Your Sub-Contractor and / or Your sub-licensees act in such a way that the University reasonably anticipates a risk of material damage to its reputation arising from the use of WEMWBS or the Resources by You, Your Sub-Contractor and / or Your sub-licensees.
- 8.2. Upon termination for any reason:
- i. All rights granted to You under this Licence shall cease;
 - ii. You must cease all activities authorised by this Licence; and
 - iii. You, Your Sub-Contractor and / or Your sub-licensees must immediately delete or remove WEMWBS and any Resources from any computer systems, digital or online platforms under Your control.

9. COMMUNICATIONS BETWEEN YOU AND THE UNIVERSITY

- 9.1. If You wish to contact the University in writing, or if any condition in this Licence requires You to give the University notice in writing, You can send this to the University by email or by pre-paid post to Warwick Ventures at ventures@warwick.ac.uk and/or to the address stated for the University at the top of this Licence. The University will confirm receipt of this by contacting You in writing, normally by email.
- 9.2. If the University has to contact You or give You notice in writing, it will do so by email or by pre-paid post to the contact address You provided within the Registration Form or You otherwise confirm to the University in writing.

10. OTHER IMPORTANT TERMS

- 10.1. Nothing in this Licence constitutes as permission to assert or imply that You, Your use of WEMWBS, or any Products and / or Services arising from Your use of WEMWBS is, connected with, or sponsored, endorsed, or granted official status by the University.
- 10.2. You are not permitted to use the University brand or logo.
- 10.3. The University may transfer its rights and obligations under these terms to another organisation.
- 10.4. You may not transfer Your rights or Your obligations under this Licence to another person or organisation.

- 10.5. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 10.6. You acknowledge and agrees that the exercise of the licence granted to You under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and You understand and agree that You shall at all times be solely liable and responsible for such due observance and performance.
- 10.7. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.8. If the University does not insist immediately that You do anything You are required to do under these terms, or if the University delays in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things and it will not prevent the University taking steps against You at a later date.
- 10.9. 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.
- 10.10. Any variation of this Agreement shall be in writing and signed by authorised signatories for both You and the University.