

**CLINICAL CONTENT  
SUB-LICENCE - GENERAL TERMS v1.3**

**THIS AGREEMENT** is made on the date of the last signature on the last page,

**BETWEEN:**

1. **THE HEALTH AND SOCIAL CARE INFORMATION CENTRE** of 7-8 Wellington Place, Leeds, LS1 4AP ("**HSCIC**"); and
2. **The Applicant named in the table below ("Licensee").** *Please complete your details clearly:*

Applicant type:  <u><b>READ DEFINITIONS IN SECTION (C) ON PAGE 2 CAREFULLY</b></u>	End User  Service Provider  Other - please state:
Applicant's name - legal title of organisation, or if not applicable, the individual applicant's name:	
Name of person signing on behalf of an organisation and role/title: (if applicable)	
Primary address:	
Organisation registered address: (if different to address above)	
Organisation registration number: (if applicable)	
Telephone Number:	
Email address:	

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**THE PARTIES AGREE** as follows:

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7.2 The Licensee shall provide assistance and cooperation as reasonably requested by HSCIC to enable HSCIC (acting in its full discretion) to comply with its obligations under the FOIA and shall not respond directly to a request for information pursuant to the FOIA unless authorised in writing to do so by HSCIC.

## **8. Assignment and other dealings**

8.1 The Licensee may not assign, transfer, novate, sub-contract, mortgage, charge or otherwise deal with its rights and obligations under these General Terms or any Content Specific Terms without the prior written consent of HSCIC.

8.2 HSCIC may assign, transfer, novate, sub-contract, mortgage, charge or otherwise deal with its rights and obligations under these General Terms and/or any Content Specific Terms to the Authority, an Authority Party or any other person involved in the Permitted Purpose. A change in the legal status of HSCIC shall not affect the validity of these General Terms or any Content Specific Terms and these General Terms and any Content Specific Terms shall be binding on any successor body or bodies to HSCIC.

8.3 Reference in these General Terms and any Content Specific Terms to a party shall, upon any assignment or other transfer permitted by these General Terms, be construed to include those successors and permitted assigns or transferees.

## **9. Severability**

9.1 In the event that any provision of these General Terms and any Content Specific Terms shall be deemed contrary to law or invalid or unenforceable in any respect by a court, the remaining provisions shall not be affected, but shall, to the maximum extent permissible in law, remain in full force and effect and any invalid and/or unenforceable provision shall be modified or limited to the extent necessary to render the same valid and enforceable.

## **10. Entire Agreement**

10.1 Subject to clause 10.2 below, these General Terms and any Content Specific Terms set out the entire agreement and understanding between the parties in respect of its subject matter and replaces any previous agreement, warranty, statement, representation, undertaking or understanding (in each case whether written or oral) given or made before the date of these General Terms (and any Content Specific Terms) by, or on behalf of, the parties (or in the case of HSCIC, by or on behalf of the Authority or any Authority Party) and relating to its subject matter. These General Terms and any Content Specific Terms do not create a partnership, joint venture, employment or any other agency or fiduciary relationship between the parties, the Authority or any Authority Party.

10.2 Where the Licensee is using Content previously licensed to it by the Authority or another Authority Party ("**Legacy Content**") nothing in these General Terms shall replace any previous agreement in place relating to use of that Legacy Content until such time as that Legacy Content is available to be issued directly by HSCIC to the Licensee (through the Website or otherwise). Upon such availability and/or notification by HSCIC or the Authority that any previous agreement relating to the Licensee's use of the Legacy Content is terminated, these General Terms and any Content Specific Terms will have automatic and immediate effect and shall replace any previous agreement in place in relation to that particular piece of Legacy Content (which shall then be considered "Content" for the purpose of these General Terms and any Content Specific Terms).

10.3 If any provisions of these General Terms or any Content Specific Terms are found to be invalid or unenforceable, but would cease to be invalid or unenforceable if some part were deleted, the term in question shall apply with such modification as may be necessary, and any invalidity or unenforceability shall not affect the other terms of these General Terms or any Content Specific Terms, which shall remain in full force and effect.

10.4 HSCIC reserves the right to amend the provisions of these General Terms and/or any Content Specific Terms from time to time and to change the way in which the Content is made available to the Licensee and it is the Licensee's responsibility to ensure that they agree to and comply with the latest version of these General Terms (including executing any future version of these General Terms if required by HSCIC) and any Content Specific Terms.

**11. Counterparts**

11.1 These General Terms may be executed in any number of counterparts, each of which is an original and all of which taken together shall constitute one and the same agreement.

**12. Third Party Rights**

12.1 Save for the Authority and any person to whom the benefit of these General Terms and any Content Specific Terms is assigned or transferred, it is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that these General Terms and any Content Specific Terms are not intended to, and do not, give to any person who is not a party to them any rights to enforce them, but nothing shall affect any right or remedy of any person which exists or is available other than pursuant to the Contracts (Rights of Third Parties) Act 1999.

**13. Governing Law and Jurisdiction**

13.1 These General Terms (and any Content Specific Terms) shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to settle any dispute, controversy or claim arising under or in connection with these General Terms (and any Content Specific Terms) (including regarding its existence, validity or termination).

**IN WITNESS** whereof the parties have executed these General Terms but not delivered the same until the date last written below.

**HSCIC**

**Licensee**

By: .....

By: .....

Name: .....

Name: .....

Title: .....

Title: .....

Date: .....

Date: .....