

BACKGROUND

SfH Ltd is the owner of Skills for Health's UK Core Skills and Training Framework (the "Product") and has agreed to grant use of the Product to the Licensee on the terms set out in this Agreement.

DEFINITIONS

In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

Product	The UK Core Skills and Training Framework
Intellectual Property	Means all patents, copyrights, rights in databases, sui generis rights, moral rights, topography rights, design rights, trade marks, documents, source code, trade secrets, know-how and all other intellectual property rights of a similar nature in any part of the world and all applications and rights to apply for the protection of any of the foregoing relating to both the Product and any other materials supplied by SfH Ltd.
Nominated Contact	The name and contact details of the lead contact persons for the organisation, with whom SFH Ltd will communicate in relation to this Agreement and any changes to the framework.
Permitted Purpose	Use in the Territory by the Licensee to help guide and plan the delivery of Core Skills training.
Territory	The United Kingdom;

LICENCE AGREEMENT

1. GRANT OF LICENCE

1.1 In consideration of the performance by the Licensee of its obligations under this Agreement, SfH Ltd grants to the Licensee a non-exclusive licence to use the Product for the Permitted Purpose.

1.2 SfH Ltd gives no warranty and makes no representation as to the efficacy or usefulness of the Product to confer benefit on the business or other interests of the Licensee.

1.3 SfH Ltd reserves the right to grant licences of the Product within and outside of the Territory to other Licensees and to use the Intellectual Property in any other manner.

1.4 The Licensee agrees to comply with this Agreement and to fulfil the obligations detailed in Schedule A,

2. TERM OF LICENCE

2.1 This Agreement shall commence on the date that you electronically accepted the Terms and Conditions related to this agreement, and shall continue in force until terminated in accordance with its provisions.

3. LICENCE FEE

3.1 SfH Ltd is a not-for-profit organisation, and sometimes makes certain products available to health sector employers on a no-fee basis. In accordance with this policy, registration for the Framework and downloading the Framework documents will be free of charge to all individuals and organisations. Any organisation will be entitled to use the Framework to support the quality and consistency of learning provision within their organisation.

3.2 Skills for Health reserves the right to charge a future annual license fee for any and all of its Products including the UK Core Skills Training Framework. Any such future fee would not normally exceed the essential costs that are necessary to enable the maintenance, development, updating, quality assurance and communication of the Product. Any such charge would be made in accordance with SfH Ltd's standard terms and conditions.

4. USE OF THE PRODUCT AND PROTECTION OF INTELLECTUAL PROPERTY

4.1 The Licensee shall not rent, lease, sub-licence or transfer the Product or reverse engineer, recompile or disassemble it (subject to section 50B of the Copyright, Designs and Patents Act 1988). The Licensee shall not make available, copy, distribute, encourage or assist the reproduction of the Product by any third party. If the Licensee merges with another organisation that is not licensed to use the Product then Product use and scope shall be restricted to the Licensee's pre-merger staff only. If wider use is required for the whole of the merged organisation then a new License shall be agreed.

4.2 SfH Ltd is the owner of all the Intellectual Property and of all Intellectual Property rights in the Product as defined by the Copyright Designs and Patents Act.

4.3 The Licensee shall not do, or omit to do, anything to diminish the rights of SfH Ltd in the Intellectual Property or impair any registration of the Intellectual Property.

4.4 The Licensee shall not, during the Term or at any time thereafter, apply for or obtain registration of the Intellectual Property or any other trade mark or certification mark which is similar to the Intellectual Property for any goods or services in any part of the world.

4.5 Nothing in this Agreement shall give the Licensee any right, title or interest in the Product and Intellectual Property, other than the right to use it in accordance with the terms and conditions of this

Agreement. The Licensee recognises SfH Ltd's title to the Intellectual Property and shall not do anything inconsistent with such title and shall not claim any right title or interest in the Intellectual Property or any part of it save as is granted by this Agreement.

4.6 The Licensee shall not assign or otherwise transfer this Agreement or any of its rights or obligations under it, or grant any sub-licence, without the prior written consent of SfH Ltd.

4.7 SfH Ltd may assign or otherwise transfer this Agreement or any of its rights or obligations under it, or grant any sub-licence, without the prior written consent of Licensee.

4.8 All goodwill and reputation generated in the Intellectual Property by the Licensee shall be generated on behalf of SfH Ltd and be for SfH Ltd's benefit and the Licensee shall hold any such goodwill generated as bare Licensee for SfH Ltd.

4.9 The Licensee shall not dispute or challenge the validity of the Intellectual Property or any other rights of SfH Ltd in relation thereto, either during the Term or at any time thereafter.

4.10 The Licensee shall provide such assistance as SfH Ltd may reasonably require in relation to the maintenance and protection of the Intellectual Property or in relation to any application to register SfH Ltd as proprietor of the Intellectual Property.

5. ACCESSING THE PRODUCT

5.1 SfH Ltd will be responsible for making the Product accessible via the Internet during normal working hours to a level reasonable for such an application.

5.2 The Licensee acknowledges and agrees that:

SfH Ltd may restrict the Licensee's access to some parts of or all of the Product at any time or for any period;

SfH Ltd has the right to disable any access to for the Product at any time, if in SfH Ltd's sole opinion the Licensee has failed to comply with the terms of this Agreement; and the Licensee is responsible for making all arrangements necessary for it to have access to the Product.

5.3 The Licensee shall not:

misuse the Product by knowingly introducing viruses or other material which is malicious or technologically harmful; or attempt to gain unauthorised access to the Product, the server on which the Product is stored or any server, computer or database connected to the Product; or divulge the Intellectual Property to any third parties without the prior written consent from SfH Ltd.

5.4 Subject to Clause 14.1, SfH Ltd will not be liable for any loss or damage caused by viruses or other technologically harmful or malicious material that may infect the Licensee's computer equipment, computer programs, data or other proprietary material due to the Licensee's use of the Product or to the Licensee's downloading of any material from the Product.

5.5 The terms set out above in this Clause 5 are without prejudice to any general terms of use which apply in respect of the Product.

6. THIRD PARTY INFRINGEMENTS

6.1 The Licensee shall promptly notify SfH Ltd of any actual or suspected infringement within the Territory of the Intellectual Property that comes to its attention ("Infringement").

6.2 SfH Ltd shall have the sole right to take action against third parties in respect of the Intellectual Property and, if required to do so by SfH Ltd, the Licensee shall co-operate with SfH Ltd in taking all steps reasonably required by SfH Ltd in connection with any Infringement.

6.3 The Licensee shall in no circumstances settle any claim or action against third parties in respect of the Intellectual Property without the prior written consent of SfH Ltd.

7. TERMINATION

7.1 SfH Ltd may terminate this Agreement forthwith by giving written notice to the Licensee if:

(a) at any time SfH Ltd shall cease to have the right described in Clause 1 to grant licences of the Intellectual Property or any part of it;

(b) the Licensee disputes or challenges the validity of the Intellectual Property or any other rights of SfH Ltd in relation thereto;

(c) there is a failure on the part of the Licensee to perform any of its other obligations under this Agreement; or

(d) the Licensee ceases to exist or to carry on its business.

8. TERMINATION CONSEQUENCES

8.1 On termination of this Agreement for any reason the Licensee shall discontinue all use of the Product and delete all copies and documentation previously provided.

8.2 Termination of this Agreement for any reason shall be without prejudice to the rights and remedies of either party in respect of the breach by the other party of any of its obligations under this Agreement.

9. LIABILITY

9.1 The UK Core Skills Training Framework only defines the minimum learning outcomes that are required. It is the responsibility of employers to ensure that the requirements outlined in the framework do meet their own requirements.

9.2 The frameworks will be updated by SfH Ltd with changes deriving from the listed / stated sources that are published in the Framework Subject Guide. SfH shall not be liable for any issues arising from requirements that arise from any other sources.

9.3 Nothing in this Agreement shall operate so as to limit or exclude liability for death or personal injury caused by negligence, nor liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited by law.

9.4 Subject to Clause 9.3, the Intellectual Property is provided to the Licensee without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, SfH Ltd hereby expressly excludes:

(a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

(b) any liability for any direct, indirect or consequential loss or damage incurred by the Licensee in connection with the Intellectual Property or in connection with the use or results of the use of the Intellectual Property, whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever arising and including, without limitation, any liability for loss of use or loss of profits, business, contracts, income, revenues or anticipated savings.

(c) any liability for any direct, indirect or consequential loss or damage incurred by the 'permitted user' in connection with the Intellectual Property or in connection with the use or results of the use of the Intellectual Property, whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever arising and including, without limitation, any liability for loss of use or loss of profits, business, contracts, income, revenues or anticipated savings.

10. CONFIDENTIALITY

10.1 Each party shall at all times keep confidential and not disclose to any third party any information which it may acquire in relation to this Agreement or the business and affairs of the other party ("Confidential Information") provided that this clause does not apply in respect of Confidential Information which:

(a) is disclosed to the staff, officers, representatives or advisers of a party who need to know such Confidential Information for the purposes of carrying out their obligations under this Agreement; or

(b) is in or enters the public domain other than by breach of this Agreement; or

(c) is obtained from a third party who is lawfully authorised to disclose such information; or

(d) which is in the possession of a party prior to its receipt from another party, as evidenced by written evidence, and is not subject to a duty of confidentiality; or

(e) is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

10.2 Neither party shall use any Confidential Information of the other party for any purpose other than to carry out its obligations under this Agreement.

11. NO WAIVER

No waiver by a party of any of the other party's obligations under this Agreement shall be deemed effective unless made in writing nor shall any waiver by a party in respect of any breach of this Agreement be deemed to constitute a waiver of or consent to any subsequent breach by the other party of its obligations.

12. SEVERENCE

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable or illegal, invalid or unenforceable the remaining provisions shall not be affected and shall continue to apply.

13. NO AGENCY OR PARTNERSHIP

The parties are not partners or joint venturers, nor is either party entitled to act as the other party's agent, nor shall either party be liable in respect of any representation act or omission of the other party of whatever nature.

14. NOTICES

Any notice to be served on a party by the other party under this Agreement shall be sufficiently served if it is personally delivered or sent by registered post or through the recorded delivery system addressed to the address referred to above or such other address as may from time to time be notified to the other party, or sent by e-mail to the specified e-mail address of the addressee. Any notice referred to in this Clause shall be deemed to have been served, if personally delivered, at the time of delivery, or if sent by registered post or through the recorded delivery system, 48 hours after the time of posting (unless returned by the Post Office undelivered), or if sent by e-mail, 24 hours after the email is sent.

15. TRANSMISSION OF BENEFIT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16. THIRD PARTIES

For the avoidance of doubt, no third party shall have any rights in respect of this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 and the parties shall not require the consent of any person to any variation of or amendment to this Contract.

17. FORCE MAJEURE

If, and to the extent that, either party is prevented or delayed from performing any of its obligations (other than an obligation to make payment) under this Agreement by circumstances beyond its reasonable control ("Force Majeure"), it shall promptly so notify the other party, specifying the matters constituting Force Majeure together with such evidence in verification of those matters as it can reasonably give and specifying the period for which it is estimated that the prevention or delay shall continue. The party so affected shall then be relieved of liability to the other for failure to perform, or for delay in performing (as the case may be), its obligations, but shall nevertheless use its best endeavours to resume full performance of its obligations under this agreement provided that, if the Force Majeure continues for a period of two months or more following notification, the party not affected by the Force Majeure may terminate this agreement by giving not less than 30 days' prior notice to the other party. Such notice of termination shall be of no effect if the party affected by the Force Majeure resumes full performance of its obligations under this Agreement before the expiry of the notice period.

18. ENTIRE AGREEMENT

This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

19. VARIATION

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of both parties.

20. PUBLICITY

The Licensee consents to SfH Ltd referring to the Licensee as a Licensee of the Product. SfH Ltd reserves the right to make a reference on its website and notify any interested third party if this Agreement is terminated as is necessary to protect the integrity of its Intellectual Property.

21. REMEDY

The parties agree that any breach of the Licensee's obligations contained in this Agreement may cause irreparable harm to SfH Ltd and SfH Ltd shall be entitled to injunctive relief without the necessity of proving damages or the inadequacy of money damages, posting any bond or other security in addition to all other legal or equitable remedies.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales

SCHEDULE A

Licensor Obligations (Skills for Health)

- The Licensor will ensure the current version of the UK Core Skills Training Framework is published and accessible from a protected area on the website www.skillsforhealth.org.uk . There will be a statement to indicate whether the version presented supersedes any previous versions.
- The Licensor will publish and maintain the list of the sources of information that will be systematically reviewed in ensuring the accuracy of the UK Core Skills Training Framework.
- The Licensor will review the UK Core Skills Training Framework on an at least an annual basis and will communicate the results and any implications for action of the review to all licensed registered users of the framework.

Licensee Obligations

- The Licensee agrees to nominate a user contact for communication relating to the use of the Product. The Licensee will be responsible for notifying SfH Ltd of any changes to the contact and relevant contact details.
- The Licensee agrees to share any knowledge or intelligence gained to support the implementation of the Framework, which can be used to help inform further iterations of the framework and the design of any supporting resources.

Inclusion on the Directory of organisations aligned to the Framework

The Licensee may decide to undertake and to provide to SfH a mapping of how any training activity they either deliver or commission maps to the outcomes and standards included in the UK Core Skills Training Framework.

Licensees which have mapped their local training provision to the Framework may submit to Skills for Health a formal Self-Declaration of Alignment, confirming which of their training programmes are aligned to the Framework subjects.

The names of organisations which have met the requirements for formal alignment may be made available from a Directory on the Skills for Health web site.

Inclusion in the Directory of Aligned Organisations will be free of charge for any health sector organisations which have aligned in-house staff training to the Framework, or public sector education institutions which train students who will subsequently be employed in the health sector.

However, commercial providers of training or e-learning will be required to pay the fees associated with any additional quality assurance processes to provide sufficient verification of their self-assessment mapping for inclusion on the Directory.

All organisations on the Directory of Aligned organisations will undertake to maintain their alignment to the Framework and to review and update their mapping to ensure alignment to the current version of the Framework. Organisations which do not maintain their alignment to the current Framework may be removed from the Directory of Aligned organisations.