

DATE:
DRAFT (1)

GPRD Licence

between

The Secretary of State for Health
as Licensor

and

as Licensee

relating to

General Practice Research Database Services

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SCHEDULE 1 : SCHEDULE TO ONE YEAR LICENCE FOR SERVICES OF THE GENERAL PRACTICE RESEARCH DATABASE..... 23

THIS LICENCE AGREEMENT is dated

2012 and made

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR HEALTH**, (the "Licensor"), acting through the GENERAL PRACTICE RESEARCH DATABASE GROUP within the MEDICINES AND HEALTHCARE PRODUCTS REGULATORY AGENCY of Market Towers, 151 Buckingham Palace Road, London SW1W 9SZ (the "Licensor") of the one part; and
- (2) , (the "Licensee"), whose registered office is at of the other part .

Background:

- (1) The Crown acting through the Licensor (an Executive Agency of the Department of Health) has developed and controls all rights to the Database and is making it available for non-profit-making research in accordance with the terms and conditions referred to below.

- (3) The Licensee desires access to the Database for non-profit-making research purposes.

- (4) The Licensor has agreed to grant a licence to the Licensee in accordance with the terms and conditions set out in this Licence.

NOW IT IS HEREBY AGREED as follows:-

1. Interpretation

1.1 In this Licence (the "Licence"), unless the context otherwise requires, the following expressions shall mean:

Additional Services	Further optional services which the Licensor may offer from time to time to the Licensee which shall be the subject of separate written agreements and charges;
Affiliated Companies or Affiliate	Any company controlling, controlled by or under common control with the Licensee by ownership, directly or indirectly, of 50% or more of the total ownership, or by the power to control the policies and actions of such company;
Contractor	A contractor of the Licensee or one of its Affiliates working on a specific project or projects in the course of which it is necessary for the contractor to make use of or review Data;
Contract Year	Each calendar year commencing on and including 1 st January to and including the following 31 st December
Data	Data from time to time obtained from contributing general medical practices using Vision software as are contained in the Database, or any such data as are added to the Database by the Licensor, or any part of such data;
Database	The General Practice Research Database containing an electronic and relational record of anonymous patient data collected, aggregated and developed by the Licensor, and as may be amended or updated with Data by the Licensor from time to time;
Dictionaries	Those dictionaries referred to in the table set out in paragraph 1.2 of the Schedule, to include the GPRD Medical Dictionary (including the MedDRA Terminology) and the GPRD Drugs Dictionary;

Documentation	The operating manuals, user instructions and other related materials which the Licensor may supply (whether physically or by electronic means) for aiding use of the Services, including any part or copy of it;
Effective Date	The date from which on line access to the services is activated or the offline version of GPRD is installed, whichever is the earliest;
Force Majeure	Any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventative action by the Party concerned, including but not limited to acts of God, war, riot, civil commotion, malicious damage, computer viruses or other malicious software or program code, inability to obtain supplies, accident, breakdown of plant or machinery including telecommunications equipment, interruption to electricity supply, explosions, fire, flood, storm, default of suppliers, strikes, lockouts or other industrial disputes except where such strikes, lockouts or other industrial disputes occur within either of the Parties' organisations;
Independent Scientific Advisory Committee	The body or any successor body nominated by the Licensor to review the scientific acceptability of Licensee projects at the Licensor's request;
Intellectual Property Rights	Patents, trademarks and service marks, present and future copyrights, topography rights, design rights and database rights (including, without limitation, rights of extraction), whether or not any of them are registered and including applications for registration of any of them, trade secrets and rights of confidence, and all rights or forms of protection of a similar nature or having equivalent effect to any of them which may subsist anywhere in the world;
GPRD Services	The services described in paragraph 1 of the Schedule;
Licence Period	A period of 1 year from the effective date
Medical and Health Research Purposes	Population-based studies in health outcomes, drug safety, health economics, drug utilisation, public health research, drug formulary research and disease management, or such other purposes as are authorised by the Licensor;
Nominated User	A person nominated by the Licensee to have access to the Services and who shall be a permanent member of the Licensee's or of one of its Affiliated Companies' staff and employed solely by the Licensee or an Affiliated Company and who does not engage in any other business on their own account, unless the Licensor has, at its sole discretion, authorised in writing the appointment of any other member of staff as a Nominated User;

Non-profit-making	Not having the object of making a profit year on year;
Parties	The Licensor and the Licensee or their successors in title, each of them being referred to as a "Party";
Personal Identification Number	The individual identifying number to be provided by the Licensor to the Licensee in respect of each Nominated User.
the Services	The Services as set out in the Schedule to this Agreement;
Website	The Licensor's website at http://www.gprd.com

1.2 In this Licence:

- (A) the headings are included for convenience only and shall not affect the construction of this Licence; and
- (B) the Interpretation Act 1978 shall apply to this Licence in the same way as it applies to an enactment.

2. **Licence**

2.1 Subject to the terms of this Licence, and in consideration of the payment by the Licensee of the sum £ per annum the Licensor grants the Licensee a limited, non-exclusive and non-transferable licence on the terms of this Licence for up to 2 Nominated Users to access the Services subject to the restrictions set out in clause 3.

2.2 If the Licensee wishes to have more than 2 Nominated Users:

- (A) the Licensee shall be entitled to designate further Nominated Users by notice in writing provided it pays the required fees set out in clause 2.2(C);
- (B) the appointment of additional Nominated Users above 20 shall only be permitted if the Licensor at its sole discretion authorises such Nominated Users and if the Licensee pays the required fees set out in clause 2.2(C);
- (C) Subject to clause 4.2 the fee rates payable in respect of additional Nominated Users are:
 - (1) for the Services, £ per annum for the first additional user;
 - (2) £ per annum for the second additional user
 - (3) £ per annum for the third additional user
 - (4) £ per annum for the fourth additional user
 - (5) Subsequent additional users shall be subject to fees to be determined by the Licensor.

provided that if a Nominated User is accepted during the Licence Period the fee payable will be reduced pro rata to reflect the period of time remaining in the Licence Period.

2.3 This Licence shall operate for the benefit of the Licensee provided that:

- (A) it is the responsibility of the Licensee to ensure that any Nominated User of its Affiliated Companies or their staff who are granted access to the Services or to the Data or other information which has been downloaded from the Database under this Licence is aware of and complies with the obligations and any restrictions in respect of the access and use of Data as set out in this Licence;
- (B) any act or omission of any Nominated User, Affiliated Company or other third party which would have been a breach of this Licence if any such Nominated User, Affiliated Company or other third party had been a party hereto shall be treated as a breach by the Licensee for which the Licensee shall be liable, and the Licensor shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which the Licensor may be entitled; and
- (C) pursuant to section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the Parties do not intend that any term of this Agreement may be enforced by any Affiliated Companies or other third parties, provided that the Licensee may assign the whole but not part only of the benefit of this Licence to an Affiliated Company in accordance with clause 25.1.

2.4 No provision of this Agreement shall be deemed to restrict or limit the Licensor's right to use, market, sell, distribute, display or otherwise provide access to the Data directly or indirectly anywhere in the world.

3. **Permitted Use**

3.1 The licence granted in clause 2.1 is subject to:

- (A) payment of the licence fee in accordance with clause 4;
- (B) the use of Data or any other information by the Licensee or its Affiliated Companies (if any) in accordance with this Licence being restricted to Medical and Health Research Purposes on a non-profit making basis. For the avoidance of doubt this shall not prevent the Licensee from:
 - (1) recovering its reasonable direct operating costs associated with that research; or
 - (2) recovering a profit from any application of the results of the Licensee's research provided that such profit is solely attributable to the value added by the Licensee in its analysis or interpretation of the Data.
- (C) the Nominated Users complying with the requirement to undergo training in accordance with clause 6;
- (D) the Licensee complying with the restrictions set out in clause 9.

3.2 These restrictions on use shall survive the termination or expiry of the Licence.

3.3 In the event the Licensee has any doubts as to the scope of the licence granted in clause 2.1, it shall contact the Licensor for clarification.

4. **Payment of Licence Fees and Invoicing Arrangements**

4.1 The Licensee shall make the payment of for each year of this Agreement. The payment for the first Contract Year shall be made by paying the full amount of to the Licensor within 30 days of the date the Licensee executes this Licence.

4.2 The Licensee shall make payment for any additional or replacement Nominated Users authorised by the Licensor on receipt of an invoice for the full sum from the Licensor with payment due within 30 days of receipt of the invoice.

4.3 The Licensee shall, if subject to VAT, pay VAT on each payment at the rate applicable at the time payment is made as specified on the Licensor's invoice.

4.4 The Licensee will notify the Licensor in writing within 14 days of receipt of each invoice if the Licensee considers that the invoice is incorrect, together with its reasons. The Licensee shall pay the undisputed part of any invoice in accordance with the forgoing provisions of this clause 4.

4.5 All Licence fees are the maximum payable under the terms of this Agreement and may be reduced if MHRA charging policies change at any time during the Licence Period.

5. **Consequences of Late Payment of Licence Fees**

5.1 If any payment is not made within 30 days of the date of receipt of the invoice, or, for the first quarterly licence fee payment, within 30 days of the date of execution of the Licence, interest shall accrue thereafter on the amount unpaid at the rate of 4% above the prevailing base rate of Barclays Bank Plc per year accruing on a daily basis from the date when payment became due until the date on which payment has been received. In addition the Licensor shall be entitled to serve written notice on the Licensee that it intends to suspend the Licensee's access to the Services in accordance with clause 5.2.

5.2 If at the end of a further period of 30 days from the date of deemed receipt of the notice served in accordance with clause 5.1, the payment together with interest accrued has not been received by the Licensor the Licensor may immediately suspend the Licensee's access to the Services until payment (including interest) is made. The Licence Period shall not be extended to take account of the period of any such suspension of access. Whether or not the Licensor chooses not to suspend the Licensee's access in accordance with the provisions of this clause interest shall continue to accrue on the amount unpaid at the rate specified at clause 5.1 above.

5.3 If any payment due under this Licence, or for any Additional Services which the Licensee has agreed to purchase, is outstanding for more than 4 weeks after the initial 30 day period from the date of receipt of the invoice for payment has expired, the Licensor may terminate this Licence provided that a notice requesting payment has been sent to the Licensee and payment of the relevant sum has not been made in full within 30 days of the date of deemed receipt of such notice.

6. **Training and Documentation**

6.1 All Nominated Users must undergo training provided by the Licensor in the use of the Services.

6.2 The Licensor will train new, additional Nominated Users at the Licensor's premises in the use of the Services ("Basic Training"). The period of Basic Training commencing on such date as the Parties may agree, and the cost of such Basic Training and any associated Documentation that the Licensor may produce being included in the additional user licence fees.

(A) The Licensor shall provide further advanced training for experienced Users at the Licensor's premises on such aspects of the use of the Services as the Parties may agree ("Customised Training"). The cost of such training and any associated Documentation that the Licensor shall be determined by the licensor depending on the nature and extent of the training required. .

(B) Once trained, Nominated Users shall not be required to undergo Basic Training again, unless the Parties agree otherwise.

(C) The Licensor shall provide introductory training material for the Licensee's employees who are not Nominated Users but have a need to work with and understand the Data ("Secondary Users"). Further training for secondary users may be provided by the Licensor upon request. The cost of such training and any associated Documentation that the Licensor may produce shall be determined by the licensor.

(D) Each Nominated User shall be entitled to all new and amended Documentation as it is made available by the Licensor.

(E) Any training and associated Documentation required by the Licensee over and above that set out in this clause 6.2 and clause 6.3(B) shall be an Additional Service for the purposes of this Licence.

6.3 The Licensee shall be entitled to replace one or more Nominated Users by notice in writing to the Licensor:

(A) At any point during the term of this Licence, provided the Licensee pays all training fees charged by the Licensor relating to such Nominated User(s); or

(B) Upon renewal of the term of this Licence, at no additional cost to the Licensee.

Each replacement Nominated User shall undergo Basic Training in accordance with clause 6.2 before being granted access to the Services.

6.4 The training will take place at such times as are agreed by the Parties. Training of Nominated Users shall occur within three months of notification of the name and request for training by the Licensee to the Licensor provided that there are a minimum of three Nominated Users from the Licensee or sufficient suitable nominated users from other GPRD customers available for training on the date(s) proposed for training.

6.5 If the Licensee wishes to replace a trained Nominated User the Licensor will provide Basic Training to such replacement at such time as is agreed by the Parties, the cost of such

Basic Training and any associated Documentation that the Licensor may produce being payable as a separate charge by the Licensee in accordance with the Licensor's then current training rates.

6.6 If for any reason the Licensee does not use the full amount of Basic Training or Customised Training in any one Contract Year:

(A) The Licensee shall be entitled, if the Licence continues into, or in the event of the Licence expiring is renewed for, the following Contract Year, to "bank" the unused amount of training. If the Licensee elects to bank such training, in the following Contract Year only the Licensee shall be entitled to an additional amount of Customised Training for its Nominated Users equal to the number of banked days training.

(B) For the avoidance of doubt:

(1) The Licensee's entitlement to additional days of Customised Training in a particular Contract Year in accordance with this clause 6.7 shall terminate at the end of that Contract Year; and

(2) If for any reason any or all of the Basic Training or Customised Training referred to in this clause 6 is not used in the relevant Contract Year (or if an amount of training is banked but not used in the following Contract Year) no compensation shall be payable by the Licensor to the Licensee.

6.7 The Licensee acknowledges that any Documentation supplied to it shall remain the confidential and valuable intellectual property of the Licensor and must not be disclosed to any person outside the Licensee or its Affiliated Companies without the prior written approval of the Licensor.

7. **Provision and Use of Password, Fob with Digital Authentication Code and Personal Identification Number**

7.1 As part of the training referred to at clause 6 above the Licensor will provide each Nominated User trained with:

(A) a password to the part of the Website by which the Services are accessed;

(B) a fob with a digital authentication code; and

(C) a Personal Identification Number.

7.2 The password, fob and the Personal Identification Number shall be used only by the Nominated User to whom they are allocated by the Licensor, and the fob must be returned to the Licensor if that person for any reason ceases to be a Nominated User unless the Licensor authorises in writing the direct transfer of the fob to any replacement Nominated User.

7.3 The Licensee will ensure that the only members of its or its Affiliated Companies' staff who access the Services are Nominated Users who have been trained by the Licensor and issued with their own password, fob and Personal Identification Number. However, at the Licensee's request the Licensor may at its sole discretion expressly authorise in writing use of the Services by other members of the Licensee's or Affiliated Companies' staff on

payment of such charge as the Licensor deems reasonable, which shall be based on the Services to be used, the amount of the Licence Period which is then outstanding and any training that the Licensor stipulates is necessary before any such authorised member of staff may use the Services.

- 7.4 If during the Licence Period any member of the Licensee's or its Affiliated Companies' staff loses a fob then the Licensor will replace it on receipt of payment of £100 plus VAT (if the Licensee is subject to VAT) from the Licensee. For the avoidance of doubt, no refund of licence fees shall be paid, nor shall the Licence Period be extended by the period during which the Licensee is without a fob, due to its loss.
- 7.5 Nothing in this clause 7 or clause 9.4 shall prevent or be deemed to prevent appropriate members of the Licensee's or its Affiliates' permanent staff (whether or not Nominated Users), fixed term staff and appropriate Contractors from working with Data which have been legitimately downloaded in accordance with this Licence, provided that:
- (A) such staff and Contractors are appropriately supervised and are made aware of the confidentiality of such Data; and
 - (B) all such work undertaken by Contractors is conducted on the Licensee's (or its Affiliates') premises.

8. **Access to and contents of the Database**

- 8.1 The Licensor will make access to the Services available to the Licensee's Nominated Users through its Website or through such other website as the Licensor may specify. The Licensee acknowledges that the use of the Internet entails the possibility of disruptions and is not error-free. Subject to clause 17, the Licensor will not be liable for any loss, cost or expense incurred by the Licensee arising from any disruption to the Services or from any unavailability of the Website, the Internet or the Services. The Licensor shall use its reasonable endeavours to upgrade its Website functionality and IT systems supplying the Services from time to time to maintain an adequate level of service.
- 8.2 The Licensor will give the Licensee access to the Services by providing a Personal Identification Number to the first Nominated User trained in accordance with clause 6 provided that the first quarterly licence fee payment (or entire fee payment, as appropriate) required by clause 4.1 has been received by the Licensor and any cheque in payment cleared. The date at which access is granted to the Licensee in accordance with the provisions of this clause shall be the Effective Date, written notice of which will be provided to the Licensee by the Licensor within 14 days thereof.
- 8.3 The Licensor will aim to add new Data to the Database which it receives from contributing general medical practices (including incremental updates and new medical practices) and shall use its reasonable endeavours to make appropriate additions on a monthly basis unless through circumstances beyond the Licensor's control it proves impossible or impractical to do so. Any Data so added during the Licence Period shall be made available to the Licensee.
- 8.4 The Licensor will grant the Licensee access to the Services as specified in the Schedule to this Licence. The Licensor may interrupt access to the Services to effect maintenance, repairs or updates and will wherever reasonably practicable give the Licensee 24 hours' prior notice by email of any interruption of access apart from standard downtime as specified in the Schedule.

8.5 The Licensor may suspend or terminate access to Data or alter some or all parts of the Services to comply with any law, regulation, court order, or other governmental request or order, or to protect the Licensor from any legal liability or if it considers it in the public interest to do so. Subject to clause 20.7 no compensation will be paid nor will the licence fees be reduced or a refund given for any such prevention of access to Data or alteration to the Services.

9. **Restrictions on Use of Data**

9.1 The Licensee shall not use or attempt to use the Data, or any information obtained by the Licensee in accordance with the provision of the Services, whether on its own or in conjunction with any other data in any other form, for:

- (A) identifying, contacting or targeting patients;
- (B) identifying, profiling, contacting or targeting general medical practitioners or general medical practices; or
- (C) studying the effectiveness of advertising campaigns or sales forces,

and the Licensee shall ensure that reports, papers or statistical tables that are published or released to third parties as a result of use of the Data cannot be used to identify or enable others to identify patients, contributing general medical practitioners or contributing general medical practices. If at any time the Licensee considers that there is information in the Database accessible via the Services which could be used to identify any individual, general medical practitioner or general medical practice, the Licensee will inform the Licensor immediately in writing by way of a notice delivered in accordance with clause 23.

9.2 The Licensee shall not sell, transfer (except as permitted under this Licence to Affiliated Companies), trade or otherwise dispose of any Data downloaded from the Database by the Licensee save that, with the written permission of the Licensor, Data may be supplied to regulatory authorities by the Licensee for audit purposes. For the avoidance of doubt this does not preclude inclusion of Data in papers published by the Licensee or its Affiliates in medical or scientific journals or in presentations of a medical or scientific nature provided that the Data so included are limited to no more than are strictly necessary to support the relevant paper or presentation.

9.3 Subject to clause 7.5 and clause 9.5 the Licensee shall not permit any third party to access, study, analyse, refer to or otherwise use the Data (with the exception of Affiliated Companies), or permit any third party to reproduce any Data downloaded from the Database by the Licensee.

9.4 The Licensee will not use the Data for projects where the results may be communicated to third parties without first obtaining approval from the Licensor of a protocol describing the project, unless the Licensor has informed the Licensee in writing that the submission of such a protocol is unnecessary. The Licensor will, if appropriate, pass any protocol submitted to it by the Licensee to the Independent Scientific Advisory Committee for advice and the Licensor will then revert to the Licensee to confirm whether the protocol has been accepted. The procedure for submission of protocols will be available on the Website or, if unavailable on the Website, will be made available to the Licensee on request. The decision of the Licensor under this clause shall not be interpreted as the views of the UK Licensing Authority acting via the Licensor.

- 9.5 The Licensee shall be entitled to send up to 300 case histories (or such greater number as the Licensor may in writing agree) to external experts approved by the Licensor for review provided that:
- (A) The case histories and number of such case histories shall be strictly limited to those required for the purposes of the relevant project;
 - (B) The experts shall be made aware of the confidential nature of the information provided;
 - (C) The maximum number of experts conducting such reviews per project shall be ten (10) unless otherwise agreed by the Licensor;
 - (D) The experts shall not be permitted to make any copies of the case histories, other than those strictly necessary for the purposes of their review; and
 - (E) Upon completion of their review the Licensor shall procure that the case histories sent to each expert and any copies are either returned to the Licensor or destroyed, and the Licensee shall notify the Licensor once this has been done.

10. **Downloading of Data and Security of Data and Database**

- 10.1 The Parties acknowledge that at the date of this Licence the Licensee is unable to accurately estimate the volume of Data that it will download pursuant to the terms of this Licence. Provided that the Licensee is acting in accordance with this clause 10 the Licensee will not be restricted in the volume of Data that it downloads.
- 10.2 At the end of any period of on-line access to the Services the Licensee may subject to the terms of this Agreement download such results of its research as it wishes to retain and the Licensor is under no obligation to save any such results on the Database server. It is the responsibility of the Licensee to archive business objects queries and maintain a historical record of interrogations made for audit purposes as described at clause 14 below. It is also the responsibility of the Licensee to ensure that it makes and retains such back-up copies of the results of its research as it considers necessary.
- 10.3 The Licensee will effect and maintain adequate security measures to prevent unauthorised use or copying of any downloaded Data.
- 10.4 The Licensee will not download Data with the intention of replicating the Database or any query tools, which may be accessed using the Services, nor will the Licensee download Data with the intention of creating its own database.
- 10.5 The Licensee may download Data with the intention of creating disease cohorts from GPRD data subjects subject to the following
- The Data may only be available to the staff of the Licensee and its Affiliates.
 - The conditions of use of GPRD data set out in this Agreement are adhered to.
 - The data are not merged with other non-GPRD datasets.
 - A high level description of each cohort created is provided to the Licensor upon creation.

- Upon expiry or termination of this Agreement all cohorts are deleted. Cohorts may be held for up to a period of 1 year from the termination or expiry of this Licence solely for completing any study or project which was in progress and notified to the Licensor as at the date of termination or expiry of this Licence.
- 10.6 The Licensee may download and the Licensee, its Affiliates and the Contractors may use any Dictionaries supplied by the Licensor solely for the purpose of analysing the Data, provided that the Licensee has in place an appropriate licence with the MedDRA Maintenance and Support Services Organisation to use the MedDRA Terminology and has provided a copy of that licence to the Licensor.
- 10.7 The Licensee shall not and shall procure that none of its staff, the Affiliates or any of their staff or any of the Contractors shall:
- (A) Decompile or reverse assemble all or any portion of the Dictionaries except as expressly permitted by applicable law;
 - (B) Access or use any portion of the Dictionaries unless strictly required in order to interpret the Data as part of its analysis;
 - (C) Authorise or permit the use of the Dictionaries except as expressly permitted under this Clause;
 - (D) Delete, fail to reproduce or modify any copyright or other proprietary rights notices which appear on or in the Dictionaries and related Documentation;
 - (E) Directly or indirectly sublicense, use, rent or lease the Dictionaries or any portion of them for third party use, training, time-sharing or service bureau use; nor
 - (F) Except to the extent permitted under Clause 10.5 pass on, sell or otherwise provide the Dictionaries nor the mappings embedded within them, in whole or in part, to any third party.
- 10.8 The Licensor reserves all rights in the Dictionaries not expressly granted under this Clause.
- 10.9 The Licensee will not attempt to decompile the structure of the Database, or to breach security or authentication measures or to probe the security of the Website.
- 10.10 The Licensee and its Nominated Users will not commit any act as a result of having gained access to the Services under this Licence which constitutes an offence under the Computer Misuse Act 1990, and will notify the Licensor immediately of any suspected offence under this Act.

11. **Intellectual Property Rights**

- 11.1 The Crown is the maker of the Database, copyright in the Database is Crown copyright and any database rights in the Database belong to the Crown. Intellectual Property Rights in the Data and/or the Database or any part thereof, including the manner in which the Data are presented or appear in the Database and the information stored therein and all information and Documentation relating thereto (but excluding any software or tools which are subject to Intellectual Property Rights owned by third parties and are incorporated in the Database under licence) shall remain the property of the Crown and the Licensee shall

not acquire any title, copyright or other Intellectual Property Rights therein under this Licence.

- 11.2 Copyright in the results of research conducted by the Licensee using the Services, or any other Intellectual Property Rights arising from the results of the Licensee's research, shall belong to the Licensee but any publication arising from use of the Data shall include the statement *"This study is based in part on data from the General Practice Research Database obtained under licence from the UK Medicines and Healthcare products Regulatory Agency. However, the interpretation and conclusions contained in this report are those of the author/s alone"*. The Licensee will ensure that the description of the Database in such publications is accurate and current and agrees to request publication of a correction to any published description which the Licensor deems to be inaccurate if so requested by the Licensor.
- 11.3 The Licensee shall send a copy of any publication including any abstract arising from access to the Services under this Licence to the Licensor within 2 weeks of publication.
- 11.4 The Licensee may not remove, suppress or modify in any way any proprietary marking, including any trademark or copyright or database right notice, on or in the Database or which is visible during operation of the Services or which is on any Documentation.
- 11.5 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised access to, use or copying of any part of the Data, Database or Documentation by any person from or using the Licensee's premises and/or facilities.
- 11.6 The Licensor shall have the right to defend any claim, suit or proceeding brought against the Licensee so far as it is based on a claim that authorised use by the Licensee of the Services, including the use of any software or tools incorporated into the Database under licence which are subject to Intellectual Property Rights held by any third party, infringes any Intellectual Property Rights. The Licensee shall promptly notify the Licensor in writing of the details of any such claim. In the event that the Licensor exercises such right:
- (A) the Licensee shall make no statement prejudicial to the Licensor or its conduct of such defence;
 - (B) the Licensor shall have sole control of the defence of such claim and all related settlement negotiations if it so requires; and
 - (C) the Licensee shall give the Licensor all reasonable assistance at the Licensor's expense in connection therewith.
- 11.7 In the event that a claim by a third party as referred to at clause 11.6 above is made or if in the Licensor's opinion a claim is likely to occur, the Licensor shall be entitled at its own expense and option to:
- (A) procure for the Licensee the right to continue using the Services; or
 - (B) make such alterations to the Services so that they become non-infringing; or
 - (C) refund pro rata the licence fees for the remainder of the Licence Period from the date that the Licensor is notified of the claim whereupon the Licence shall terminate,

and the Licensor shall have no further liability thereafter under this clause 11 in respect of the said claim.

12. **Warranties and Indemnity by Licensee**

12.1 The Licensee warrants to the Licensor that:

- (A) the Licensee has the requisite power and authority to enter into and perform its obligations under this Licence; and
- (B) this Licence constitutes binding obligations of the Licensee in accordance with its terms.

12.2 The Licensee shall indemnify the Licensor, and keep the Licensor fully and effectively indemnified against all losses, claims, costs, charges, expenses, liabilities, demands, proceedings and actions which the Licensor may sustain or incur, or which may be brought or established against it by any third party which arise out of a breach of this Licence by the Licensee or its Affiliated Companies, or any Nominated User, including, but not limited to, any infringement or alleged infringement of Intellectual Property Rights held by any third party.

13. **Monitoring of access to the Services**

13.1 The Licensor may monitor the Licensee's access to the Services to assess the frequency, duration of connection and amount of downloaded Data. Such monitoring shall be performed solely by the Licensor's GPRD Group exclusively for the purpose of ensuring compliance by the Licensee with the terms of this Licence or otherwise for facilitating the efficient technical performance of the Services or training of the Nominated Users. Subject to clause 14.3 the Licensor shall hold in the strictest confidence any confidential information of which it becomes aware as a result of such activities and not use such information for any other purpose.

14. **Audit of research and confidentiality**

14.1 At all times during and after the Licence Period, the Licensee will allow the Licensor access to the results of the research carried out under this Licence for the purpose of enabling the Licensor to satisfy itself that all use of Data is being undertaken in accordance with the terms of this Licence. Such audit shall be performed solely by the Licensor's GPRD Group exclusively for the purpose of ensuring compliance by the Licensee with the terms of this Licence and the. Subject to clause 14.3 the Licensor shall hold in the strictest confidence any confidential information of which it becomes aware as a result of such activities and not use such information for any other purpose.

14.2 If the Licensor reasonably believes that the Licensee has been using or permitting use of Data in breach of the terms of this Licence and the Licensor needs access to the Licensee's premises to validate such belief, the Licensee shall upon reasonable notice grant the Licensor access to those parts of the Licensee's premises to which the Licensor reasonably requires access in order to validate its belief that the Licensee has been using or permitting use of Data in breach of this Licence. Such access shall be granted on the condition that:

- (A) at all times the Licensor complies with any security procedures reasonably adopted by the Licensee; and

- (B) subject to clause 14.3 the Licensor agrees to keep confidential at all times and not to use any confidential information which it receives or of which it becomes aware as a result of being given such access.
- 14.3 The Licensor agrees to keep all confidential information received in accordance with clauses 13.1, 14.1 and 14.2 confidential except:
- (A) in enforcing its rights or defending a claim brought under this Licence;
 - (B) in defending an action brought by a third party in respect of use of Data;
 - (C) if disclosure of the information is required by law or any regulatory or governmental body having jurisdiction over the Licensor;
 - (D) where the information has been disclosed to the Licensor by a third party (provided such third party is not in breach of any obligations of confidentiality owed to the Licensee in respect of such information); or
 - (E) where such information is in or comes into the public domain.
- 14.4 The obligations of confidentiality and non-use contained in clauses 13.1, 14.1 and 14.2 shall, subject to clause 14.3, survive the expiry or termination of this Licence indefinitely.

15. **Help-desk**

- 15.1 The Licensor will operate a help-desk which shall be available to the Licensee during the Licence Period as detailed in the Schedule to this Licence.

16. **Additional Services**

- 16.1 The Licensor may at its sole discretion offer various Additional Services to the Licensee during the Licence Period on such terms and at such rates as the Licensor shall determine.

17. **Liability of the Licensor for System Failure or Maintenance**

- 17.1 The Licensor warrants that it will use reasonable endeavours to provide on-line access to the Services.

- 17.2 Subject to clause 19:

- (A) If the Licensee is unable to access the Services for a period of five or more Lost Working Days in any one calendar month and such Lost Working Days are due to a technical problem caused by or on behalf of the Licensor or by maintenance, repairs or updates being effected by the Licensor, the Licensee may notify the Licensor of the same and request a pro-rata reduction in the licence fees. If:
 - (1) the system failure has been caused by or on behalf of the Licensor; or
 - (2) the maintenance, repairs or updates are being made for a reason other than as a result of any action or inaction of the Licensee,

the Licensee will be entitled to a pro-rata reduction in the licence fees for the relevant period of Lost Working Days. Once the appropriate amount of reduction is agreed, the Licensor will refund the agreed amount within 30 days unless the Licensee agrees in writing that such amount may be credited against the next invoice to be submitted by the Licensor under Clause 4.2.

- (B) For the purposes of this clause 17.2 a “Lost Working Day” shall mean a day when the Services are scheduled to be available in accordance with paragraph 1.3 of the Schedule to this Licence but during which:
- (1) Fewer than twelve (12) hours of continuous access to the Database are available to the Licensee; and
 - (2) Fewer than five (5) of those twelve (12) hours fall between the hours of 9am and 5pm, London time.
- 17.3 This clause 17 states the entire liability of the Licensor with respect to a system failure and denial of access to the Licensee due to maintenance, repairs or updates as described in clause 17.2.

18. **Limitation of Liability and Disclaimer**

- 18.1 Except as specified in this Agreement, the provisions of this clause 18 specify the entire liability of the Licensor arising out of this Licence whether arising in contract, tort (including negligence) or otherwise.
- 18.2 The Licensee acknowledges that the Data and the Services have not been prepared to meet the Licensee’s individual requirements, and it is the Licensee’s responsibility to ensure that the facilities and functions of the Services meet the Licensee’s requirements. In addition, the Licensee acknowledges the Data and the Services made available under this Agreement are provided “as is”, without any representation or endorsement made and, to the extent permitted by law, without warranty or condition of any kind whether express or implied, statutory or otherwise, including but not limited to implied terms of satisfactory quality, fitness for a particular purpose, or as to the use of reasonable skill and care, as may be appropriate. In particular:
- (A) the Licensor does not accept any liability for any errors, omissions or inaccuracies in the contents of the Data as recorded by and received from the contributing general medical practitioners, nor does it warrant that any such errors, omissions or inaccuracies will be corrected; and
 - (B) the Licensor shall not be held responsible for the suitability of the Data or the Services for any use to which they may be put by the Licensee.

Notwithstanding the above the Licensor shall use its best endeavours to ensure that the Data are correctly entered on the Database.

- 18.3 Subject to clause 18.4, the Licensor shall not be liable under this Licence (whether in contract, tort or otherwise) for direct, indirect or consequential loss or damage, or financial losses, loss of contracts or opportunity, loss of operation time, loss of data, wasted management time, damage to goodwill, or loss or damage claimed by any customers of the Licensee, arising out of or in connection with the use of the Data and/or the Services and/or the Licensor’s Website.

18.4 Notwithstanding clauses 18.2 and 18.3 above, the liability of each Party to the other for death or personal injury resulting from its own negligence shall not be limited.

18.5 The Licensee acknowledges and agrees that the allocation of risk and liability contained in this Licence is reasonable in all the circumstances.

19. **Force Majeure**

19.1 Neither Party shall be liable to the other by reason of any failure or delay in performing all or any of its obligations under this Licence (except for payment obligations) which is due to Force Majeure where there is no reasonably practicable means available to the Party concerned to avoid such failure or delay.

19.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall give notice of those circumstances as soon as reasonably practicable thereafter and shall inform the other Party of the period for which it estimates that the failure or delay will continue. However, failure to provide such a notice shall not prevent that Party from relying on the remaining provisions of this clause.

19.3 Where a Party is unable to perform any or all of its obligations under this Licence due to Force Majeure its duty to perform shall be suspended for so long as the circumstances continue and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order to perform its obligations. The Licence Period will be extended by any such period during which a Party is unable to perform its obligations.

19.4 If any event of Force Majeure continues for a period exceeding 60 days either Party shall be at liberty to terminate this Licence immediately on written notice to the other Party.

20. **Suspension and Termination**

20.1 If the Licensor reasonably believes that the Licensee may be using the Services or the Data for any purpose not authorised by this Licence, the Licensor may suspend this Licence immediately. Access to the Services and/or Data will resume upon the Licensor being satisfied that the Licensee's use of the Services and/or Data is for an authorised purpose. In the event the Licensee's use of the Services or the Data is found to have been for an unauthorised purpose, the Licensor may terminate this Agreement immediately.

20.2 If any person to whom has been given a password, fob with digital authentication code and Personal Identification Number in any way misuses that information whether by accessing the Services for his own purposes, or by disclosing the password, digital authentication code or Personal Identification Number to anyone, or by any other means, the Licensor may suspend or terminate this Licence and access to the Services forthwith notwithstanding that any such misuse may have been unauthorised by the Licensee. In the event of a suspension of services under this clause, access to the Services will resume upon the Licensor being satisfied that any misuse of the information referred to in this clause has been rectified.

20.3 If the Licensee commits any other breach of any of the terms of this Licence (other than those relating to payment or those which provide for immediate termination of the Licence) which, being capable of remedy by the Licensee acting alone, is not remedied within 30

days after written notice by the Licensor requiring the same, the Licensor may terminate this Licence.

- 20.4 If the Licensee enters into liquidation, other than for the purposes of effecting a solvent reconstruction, whether compulsory or voluntary, or compounds with its creditors, or has a receiver or administrative receiver or administrator appointed over all of its assets, or takes or suffers any similar action in consequence of a debt, or for any reason ceases to carry on business the Licensor may terminate this Licence forthwith by notice in writing to the Licensee.
- 20.5 Termination of this Licence shall be without prejudice to the rights of either Party which shall have accrued by reason of, or be subsisting at, the date of termination.
- 20.6 The Licensee may terminate this Licence on three months' written notice. If the Licensee terminates the Licence with effect at any time other than the end of a Contract Year, the licence fee payable in respect of the interrupted Contract Year shall be determined by calculating the proportion of the year in which the licence was provided and multiplying it by an annual fee of. If the Licensee has previously paid to the Licensor sums in excess of the calculated fee for the interrupted Contract Year, the Licensor shall refund the balance within thirty days of the date of termination. If the Licensee has not, the Licensee shall be the outstanding sum within thirty days of receipt of an appropriate invoice.
- 20.7 If the Licensor suspends the whole of the Services pursuant to clause 8.5, 20.1 or 20.2 or if this Licence is terminated in accordance with clause 5.3, 8.5 or 20.6 the Licensor shall refund an amount of the Licence Fee:
- (A) if the Licensee has paid the licence fee in advance accordance with clause 4.1 or 4.2 (as appropriate) a proportion of the licence fee paid, pro rated to reflect the period of such suspension or the time remaining of the Licence Period from the date of such termination, as appropriate.

21. **Consequences of Expiry or Termination**

- 21.1 On the expiry of this Licence, or on the occasion of the termination of this Agreement for any reason the Licensee will return to the Licensor all fobs issued to it.
- 21.2 Subject to clause 21.3:
- (A) the Licensee shall be free to use any Data for a period of one year after the termination of this Licence or on expiry of this Licence, solely for completing any study or project which was in progress and notified to the Licensor as at the date of termination or expiry of this Licence ("Ongoing Projects"). Thereafter the Licensee shall promptly delete all Data, the Dictionaries and tools and destroy all hard copies of Data, and shall confirm in writing to the Licensor that the same has been done, except as otherwise required by applicable law or Governmental regulation. Such Data as are retained will not be accessed by the Licensee except as strictly necessary for complying with applicable law or Governmental regulation.
- (B) on expiry or termination of this Licence the Licensee shall at the Licensor's request return to the Licensor all hard copies of any Documentation within its possession and shall delete all electronic copies in its possession provided that the Licensee shall be entitled to retain relevant Documentation until such date as it completes or terminates the relevant Ongoing Project. Thereafter the Licensee shall promptly

deal with such Documentation in accordance with the foregoing provisions of this clause 21.2(B).

21.3 If this Licence is terminated by the Licensor due to the Licensee's breach of the terms of this Licence the Licensee shall:

(A) immediately upon such termination delete all Data, the Dictionaries and tools and destroy all hard copies of Data except as otherwise required by applicable law or Governmental regulation. Such Data as are retained will not be accessed by the Licensor except as strictly necessary for complying with applicable law or Governmental regulation; and

(B) at the Licensee's expense return to the Licensor or destroy (as the Licensor may direct) all hard copies of any Documentation within its possession and shall delete all electronic copies in its possession.

21.4 Notwithstanding any provision to the contrary in clauses 21.2 and 21.3 the Licensee may if required by applicable law or Governmental regulation retain a copy of any Documentation for such period as required under such applicable law or Governmental regulation. Such Documentation as are retained shall not be accessed, used or dealt with by the Licensee except as strictly necessary for complying with applicable law or Governmental regulation.

21.5 Subject to clauses 21.6 and 21.7 below, on expiry or termination of this License the Licensee shall destroy and render irretrievable all hard and electronic copies of Data or information downloaded from the Database and at the Licensor's request provide evidence of having done so.

21.6 Section 21.5 will not apply where copies of original datasets, transformed datasets and programming must be stored and archived for a minimum of seven years under International Society for Pharmacoepidemiology Guidelines requiring a study to be capable of replication by other parties.

21.7 The Licensee is required to comply with the requirements for storage and archiving as referred to in Section 21.6 above.

21.8 Prior to expiry or termination of the License, the Licensee may notify the Licensor of any ongoing projects for the purposes of which the Licensor requires ongoing access to any Data or information downloaded from the Database. Subject to receipt of written confirmation from the Licensor, the Licensee shall be entitled to ongoing use of relevant Data or information subject to the terms of this License and as reasonably required for the duration of the relevant project. At the end of any such project (or when the Licensee ceases to require access to any Data and/or information under this clause, if earlier) the Licensee shall destroy and render irretrievable all hard and electronic copies of Data or information downloaded from the Database and at the Licensor's request provide evidence of having done so

22. **Alternative Dispute Resolution**

22.1 In the event of any dispute arising between the Parties in connection with this Licence which is not resolved by initial correspondence, senior representatives of the Parties shall, within 21 days of a written request from either Party to the other, meet in good faith to attempt to resolve the dispute.

- 22.2 If the dispute is not resolved at the meeting referred to in clause 22.1, either Party may propose to the other within 21 days of its conclusion that the matter be referred for either an expert determination, if the matter is within the expertise of a technical expert, or a mediation, if the dispute is of a more general nature, and the other Party may accept or reject that proposal. If that proposal is rejected either Party may refer the matter to the courts in accordance with clause 31.2.
- 22.3 If the Parties agree that an expert or a mediator should be appointed but are unable to agree on the person to be appointed within 21 days then the Parties shall by agreement refer the matter to the head of an appropriate professional body to appoint such an expert or to the Centre for Dispute Resolution, London or such other body as the parties may agree from time to time to appoint such a mediator.
- 22.4 The Parties shall, within 14 days of the appointment of such an expert or mediator, meet with the expert or mediator to agree a programme for the exchange of any relevant information and the structure to be adopted during the alternative dispute resolution process.
- 22.5 The Parties agree that the decision of any expert appointed shall be final and binding (except on any points of law as opposed to fact) and that if any mediation results in a resolution of the dispute, such agreement shall be placed in writing and, once signed by the duly authorised representatives of both Parties, shall be final and binding (except on any points of law as opposed to fact).
- 22.6 The Parties shall bear their own costs arising from any such expert determination or mediation but shall share equally the costs of the expert or mediator.
- 22.7 The Parties agree that all negotiations connected with the dispute that do not result in a formal resolution of the matter shall be conducted in confidence and without prejudice to the rights of either Party in any future court proceedings.
- 22.8 Unless this Licence has been terminated in accordance with the terms of this Licence, notwithstanding that any dispute is referred to a means of alternative dispute resolution under this clause or to the courts, this Licence shall continue in force for the Licence Period, as shall the obligations on the Parties under this Licence.
- 22.9 Notwithstanding the above provisions of this clause 22 the Licensor has the right to seek and obtain such urgent or interim relief as the Licensor deems appropriate in any court of competent jurisdiction.

23. **Notices**

- 23.1 All notices and other communications between the Licensor and the Licensee relating to this Licence (save for communications as to the day-to-day running of the Services and Documentation which may be given by email, and communications to the help-desk which may be made by telephone or email) shall be given by personal delivery or recorded delivery, or by facsimile transmission provided that a hard copy is subsequently sent by personal or recorded delivery, sent to the Parties' addresses as set out in the Schedule to this Licence, or such other address as has been notified in writing to the other Party in accordance herewith.
- 23.2 Any notice delivered personally shall be deemed to have been received at the time of delivery, any notice given by recorded delivery shall be deemed to have been received

two working days after the date of posting, and any notice given by facsimile transmission shall be deemed to have been received at the time when the sender's equipment records successful despatch.

24. **Entire agreement**

24.1 This Licence and the Schedule hereto (over which the Licence takes precedence) constitute the entire agreement between the Licensor and the Licensee and supersede all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

25. **Assignment**

25.1 The Licensee may with written notification provided to the Licensor assign the whole but not part only of the benefit of this Agreement to an Affiliated Company.

25.2 Subject to clause 25.1 the Licensee may not assign or otherwise sub-license or transfer its rights or obligations under the terms of this Licence.

26. **Variation**

26.1 No amendments to this Licence shall be effective unless made in writing and signed by duly authorised representatives of both the Licensor and the Licensee, such variations to be agreed at the sole discretion of the Licensor.

27. **Severability**

27.1 If any part of any provision of this Licence shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable that shall not affect the validity or enforceability of the remainder of that provision or of any other provision herein which shall continue in full force and effect as if this Licence had been executed with the invalid or unenforceable provision or part eliminated.

27.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Licence, the Licensor and Licensee shall immediately commence negotiations in good faith to remedy the invalidity.

28. **Waiver**

28.1 The failure of either the Licensor or the Licensee to exercise any right or remedy shall not constitute a waiver of that right or remedy.

28.2 No waiver shall be effective unless it is communicated in writing and notice delivered in accordance with clause 23 above.

28.3 A waiver of any right or remedy arising from a breach of this Licence shall not constitute a waiver of any right or remedy arising from any other breach of this Licence.

29. **Survival**

29.1 In addition to the restrictions on use in clause 3, the provisions of clauses 5, 6, 9, 10, 11, 12, 14, 18, 20.5, 20.7 and 21, shall survive the termination or expiry of this Licence.

30. **Execution**

- 30.1 This Licence shall be executed by first being signed by a duly authorised representative of the Licensee, and then being signed by a duly authorised representative of the Licensor.
- 30.2 The date at which this Licence is signed on behalf of the Licensor shall be the date of execution of the Licence and that date shall be entered by the Licensor's signatory on the front page of this Licence.

31. **Applicable Law and Jurisdiction**

- 31.1 The law of England and Wales shall be the law applicable to this Licence.
- 31.2 In relation to any legal action or proceedings to enforce this Licence or arising out of or in connection with this Licence ("proceedings") each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

IN WITNESS WHEREOF this Licence has been executed as an agreement.

Signed on behalf of
The Secretary of State for Health
by its duly authorised officer:

Name Jon Ford

Date:

Signed on behalf of
by its duly authorised officer:

Name (please print):

Date:

SCHEDULE 1: SCHEDULE TO ONE YEAR LICENCE FOR SERVICES OF THE GENERAL PRACTICE RESEARCH DATABASE

1. **Description of and Access to the Services**

1.1 The Services comprise full access to all Data fields in the GPRD plus the following.

I.	Access to totality of GPRD population with all recorded data fields with the following terminologies/dictionaries: a. All medical entries: Read terms b. All non-medical Read terms. c. All prescriptions: Multilex and mapping to drug/product dictionaries.
II.	Drug/product dictionaries: GPRD drug/product dictionary, Multilex. Medical dictionary: MedDRA Terminology.
III.	Access to a set of pre-defined reports covering quantitative estimates of drug use and the occurrence of diseases as specified by the user.
IV.	Tools to query the Database
V.	Online and offline product and medical dictionary browsers. Offline browsers will be provided as requested and updated quarterly

1.2 Access to the Services will generally be available to the Licensee from 9am UK time on Mondays until 9pm UK time on Saturdays throughout the Licence Period.

1.3 From 9pm UK time on Saturdays until 9am UK time on Mondays the Services may be unavailable while the Licensor effects maintenance, repairs or updates to the Database in accordance with clause 8.4 of the Licence.

1.4 In cases of emergency, the Services may be unavailable at times other than those specified in paragraph 1.3 above while the Licensor effects urgent maintenance or repairs to the Database. The Licensor shall not be liable for any such unavailability of the Services except as provided for in clause 17 of the Licence.

2. **Help desk**

2.1 The Licensor will operate a help-desk to answer queries with regard to the use of the Services which shall be available free of charge to the Licensee from 9am to 6pm UK time from Monday to Friday (excluding UK Bank Holidays and any other days specified in advance by the Licensor by email).

2.2 Communications to the help-desk are in the first instance to be made either by telephone to: 020 7084 2383 (answerphone service 6pm – 8am and weekends/holidays), or by email to: xxxxx@xxxx.xxx or by fax to: 020 7084 2041. Any communication to the Licensor's help-desk must provide an email address and telephone number to which a response can be directed. For the avoidance of doubt, communications to the help-desk are not formal notices which must comply with the provisions of clause 23 of the Licence.

2.3 On receipt of a query, the help-desk will log the query, allocate it with an incident priority ranking in accordance with the table set out below and acknowledge receipt to the Licensee informing them of the priority and query log number. The Licensor will use reasonable endeavours to respond to 100% of queries within the required resolution time attributed to that priority.

Incident priority	Required response/ resolution time*	Target % resolved
1 (Major/critical)	24 hours	95%
2 (High)	48 hours	95%
3 (Moderate)	72 hours	95%
4 (Standard)	7 days	95%
5 (Minor)	7 days	95%

* In the event of it not being possible to meet the target response time for a query due to its complexity, the Licensor will negotiate a mutually acceptable target date for resolution.

- 2.4 The Licensee will promptly provide the Licensor with all information required by it to investigate any query which the Licensee has addressed to the help-desk. On receipt of any such further information the Licensor may adjust the incident priority attributed to the query if it considers such adjustment appropriate, and will inform the Licensee of the new incident priority.
- 2.5 If the Licensor reasonably considers that the Licensee is making excessive use of the help-desk the Licensor may charge the Licensee on a time and cost basis for any further queries addressed to the help-desk by the Licensee, after giving notice of its intention to do so under the provisions of clause 23 of the Licence, unless the number of further queries falls to a level that the Licensor in its sole discretion deems reasonable.
- 2.6 If the Licensor reasonably considers that the queries addressed to the help-desk indicate that any of the Licensee's Nominated Users have failed to assimilate the training provided under clause 6 of the Licence, the Licensor may at its sole discretion stipulate that those Nominated Users undergo further training at the Licensor's premises at such time as is agreed by the Parties for such a period as the Licensor deems appropriate, but not exceeding 3 working days, and at the Licensor's current training rates.
- 2.7 The Licensor will continually review the appropriateness of the priorities allocated to queries and the target times attached to them.
- 2.8 The Licensor may make adjustments at any time to response times and associated targets and will notify the Licensee accordingly provided that the Licensor shall not be entitled to change in any material way to the detriment of the Licensee the response times and associated targets without first obtaining the Licensee's written consent.

3. Notices

3.1 The addresses to which notices may be given during the Licence Period by the Parties under the provisions of clause 23 of the Licence are as follows, subject to any change being notified to the other Party by way of notice:

(A) For the Licensor

Address:

The GPRD Group
Medicines and Healthcare products Regulatory Agency
5th Floor,
151 Buckingham Palace Road
London, SW1W 9SZ
United Kingdom.

For the attention of: Jon Ford - GPRD

Email address:

xxx.xxxx@xxxx.xxx.xxx.xx

(B) For the Licensee

Address:

Email address:

3.2 In cases of emergency the Parties may be contacted by telephone as follows:

(A) For the Licensor:

GPRD Reception: +44 020 3080 6383

(B) For the Licensee: