

GPCOG LICENCE AGREEMENT

BY DOWNLOADING AND/OR USING GPCOG YOU ARE DEEMED TO HAVE ACCEPTED THE FOLLOWING LICENCE TERMS AND CONDITIONS. ONCE YOU HAVE INSTALLED OR USED GPCOG, YOU ARE BOUND BY THIS AGREEMENT.

This Agreement constitutes the entire agreement between you (**You**) and the University of New South Wales (**UNSW**) with respect to GPCOG and supersedes all proposals and prior agreements, oral or written, and any other communications between You and UNSW relating to GPCOG.

1. LICENCE GRANT

- 1.1 UNSW hereby grants to You a non-exclusive licence to install and use GPCOG and accompanying documentation on the terms set out in this Agreement.
- 1.2 The licence to GPCOG is personal to You. The intellectual property rights in GPCOG shall at all times remain the property of UNSW, and You shall have no right, title, or interest therein, except as expressly set forth in this Agreement.

2. DEFINITIONS

\$ means Australian dollars.

Agreement means this licence agreement.

GPCOG means the General Practitioner Assessment of Cognition, an instrument which screens for dementia specifically in a primary care setting, as made available by UNSW.

Purpose means the screening for dementia and cognitive impairments in patients, specifically in a primary care setting.

Term means a period being the earlier of:

- a) **[3 years]** beginning from the date You receive GPCOG, or as renewed by mutual agreement between You and UNSW; or
- b) the date this Agreement is terminated in accordance with clause 5.

3. LICENCE

- 3.1 GPCOG must be used by licenced medical practitioners, or under the supervision of a licenced medical practitioner, for the Purpose.
- 3.2 UNSW grants You during the Term, a non-exclusive, non-transferable and revocable licence to install and use GPCOG, for the Purpose:
 - a) any use of GPCOG is confined to Your internal use and non-commercial purposes (which, without limitation, must not include the commercial exploitation of GPCOG);
 - b) any copying, altering, modifying, adapting, translating and creating of derivative works of GPCOG must be limited to the Purpose; and
 - c) unless the parties agree otherwise, You will not be entitled to any updates or upgrades to GPCOG.

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3.3 This licence cannot be transferred or sub-licensed.

4. ACKNOWLEDGEMENT

4.1 By installing or using GPCOG, You will be deemed to have:

- a) read and fully understood the terms of this Agreement;
- b) agreed to be bound by the terms of this Agreement; and
- c) understood that this Agreement is a legal agreement between You and UNSW and can be enforced accordingly.

4.2 You acknowledge that UNSW is under no obligation to provide You with any support or maintenance services, advice or training in relation to GPCOG under this Agreement.

5. USE OF GPCOG

5.1 You must:

- a) be a licenced medical practitioner, or under the supervision of a licenced medical practitioner, to use GPCOG;
- b) protect GPCOG from misuse, damage, destruction or any unauthorised use; and
- c) supervise and control the use of GPCOG in accordance with the terms of this Agreement.

5.2 You must not:

- a) sub-license, transfer or assign any rights granted to You under this Agreement to any other person or entity;
- b) permit a third party to use GPCOG or provide GPCOG to a third party directly or indirectly; or
- c) copy, modify, enhance or adapt GPCOG.

6. REQUEST FOR INFORMATION

6.1 From time to time during the Term at UNSW's reasonable request, You agree to provide to UNSW information relating to Your use of GPCOG and Your organisation (if applicable). Such information may include (if applicable):

- a) information regarding Your intended and existing use of GPCOG and any results derived from that use; and
- b) information to verify that the GPCOG is being used in accordance with this Agreement and the licence granted to You is appropriate.

6.2 You must ensure that the information provided to UNSW as contemplated by clause 6.1 above, is at times, accurate and not misleading.

7. TERMINATION

7.1 This Agreement may be terminated by notice in writing to You at UNSW's sole discretion, if You breach any term of this Agreement.

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7.2 Upon termination or expiry of the Agreement or the Term, You must cease all use of GPCOG and destroy all copies of GPCOG.

8. WARRANTIES

8.1 UNSW does not warrant that:

- a) the operation of GPCOG will be uninterrupted or error free; or
- b) GPCOG is fit for any particular purpose.

8.2 You warrant that:

- a) GPCOG will only be operated and used by a licenced medical practioner, or under the supervision of a licenced medical practioner, as required under this Agreement; and
- b) GPCOG will only be used for the Purpose.

8.3 Each party warrants and represents to the other that as at the date of this Agreement:

- a) it has full power and capacity to enter into and perform its obligations under this Agreement;
- b) all necessary action has been take to authorise its execution, delivery and performance of this Agreement in accordance with its terms;
- c) this Agreement constitutes its legal, valid and binding obligations and this Agreement is enforceable in accordance with its terms; and
- d) the execution, delivery and performance of this Agreement by the party does not and will not violate, breach, or result in the contravention of:
 - i. any law, resolution or authorisation; or
 - ii. if applicable, its constitution.

9. LIABILITY

9.1 UNSW does not warrant that:

- a) the operation of GPCOG will be uninterrupted or error free; or
- b) GPCOG is fit for any particular purpose.

9.2 To the extent permitted by law, all warranties, terms and conditions not expressly included in this Agreement are excluded. UNSW shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise), loss of profits, loss of business, loss of opportunity, or loss of use of any computer hardware or software or information resulting from the use of GPCOG.

9.3 UNSW's liability for matters in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Where permitted by law, all other liability of UNSW, whether in relation to breach of contract, tort (including negligence) or otherwise shall not in aggregate exceed \$10,000.

10. GENERAL

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- 10.1 UNSW retains ownership of all intellectual property rights in GPCOG, and no rights are granted to You in GPCOG other than as set out in this Agreement.
- 10.2 You may not assign or novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of UNSW.
- 10.3 You must use the name, trade names or trademarks of UNSW or any affiliates of UNSW in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any third party, in the format prescribed by UNSW in the delivery of GPCOG, and as amended from time to time, and then solely for purposes of identifying GPCOG.
- 10.4 This Agreement contains the entire understanding of the parties and may not be modified or amended except by written instrument, executed by authorized representatives of UNSW and You.
- 10.5 This Agreement is governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia.