

Pharmaceutical Press

MedicinesComplete Licence Agreement

This agreement is made on the 23/11/2021

between

The Royal Pharmaceutical Society of Great Britain having a principal business address at 66-68 East Smithfield, London E1W 1AW acting through its publishing division Pharmaceutical Press ("**RPSGB**") (Fax: +44 (0) 207 572 2509 Email: sales@medicinescomplete.com)

And

The Licensee, whose details are set out in Schedule 1 ("**Licensee**")

WHEREAS

A RPSGB has created a web resource known as MedicinesComplete (www.medicinescomplete.com) which is published under the imprint Pharmaceutical Press and is made up of individual electronic publications either created by it, jointly published with a third party or licensed to it from third parties; and

B Licensee wishes to license MedicinesComplete, or part thereof, from RPSGB and RPSGB is willing to grant a licence on the following terms and conditions.

1. Definitions

"Authorised Users" means those persons specified in the relevant Subscription Particulars who are permitted by the Licensee to access the Publications from the Licensee's premises by way of a Secure Network;

"Agreement" means this Licence Agreement, including any Schedules thereto;

“Business Day”	means a day which is not a Saturday, Sunday or public holiday in London, England;
“Commercial Use”	includes i) copying or downloading any of the Publications or linking to the Publications for further redistribution, sale or licensing, for a fee; ii) copying, downloading or posting of any of the Publications on a site or service that incorporates advertising with such content; iii) the inclusion or incorporation of any of the Publications in other works or services (other than legally permitted quotations with an appropriate citation) that is then available for sale or licensing, for a fee; iv) use of any of the Publications howsoever (other than legally permitted quotations with an appropriate citation) by organisations for any promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise; v) distribution by or on behalf of pharmaceutical organisations other than where they are the Licensee; and vi) use of the Publications for the purposes of monetary reward by means of sale, resale, licence, loan, hire, transfer or other form of commercial exploitation;
“Data Protection Laws”	means the data protection laws applicable to RPSGB in relation to its processing of personal data pursuant to this Agreement, including the Data Protection Act 2018 or any successor legislation, Privacy and Electronic Communications (EC Directive) Regulations 2003, and (for so long as and to the extent that the law of the European Union has legal effect in the UK), the General Data Protection Regulation ((EU) 2016/679) and/or any corresponding or equivalent national laws or regulations;
“Effective Date”	means the first date of the Subscription Period specified in the initial Subscription contained in Schedule 2;

"Email Address"	means either the Licensee Email Address or the RPSGB Email Address;
"Licensee Email Address"	means the Licensee email address as specified in Schedule 1;
"Number of Concurrent Users"	means the number of Authorised Users specified in the relevant Subscription Particulars who are permitted to access the Publications from the Licensee's premises by way of a Secure Network who are accessing the Publication at the same time;
"Publication(s)"	the individual titles comprising MedicinesComplete which are contained within the Website and ordered by the Licensee for which the Licensee has purchased a Subscription, namely those specified in the relevant Subscription Particulars;
"Renewal"	has the meaning given to it in Clause 4.2;
"RPSGB Email Address"	means the RPSGB email address as specified in Schedule 1;
"Secure Network"	means a network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users whose identity is authenticated at the time of login via a username and password and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by Licensee;
"Subscription"	a subscription to access (via the Website) the Publications (as may be updated by any agreed Renewal) for the Subscription Fee, and in accordance with the Subscription Particulars, and "Subscribe" shall be construed accordingly;

“Subscription Fee”	the fee specified in the Subscription Particulars;
“Subscription Particulars”	the document which RPSGB provides to Licensee containing details of the Authorised Users, Number of Concurrent Users, Publications, and the Subscription Fee for that Subscription, as may be amended for any Subscription Renewal Period by any Renewal: the Subscription Particulars for the initial Subscription entered into under this Agreement are contained in Schedule 2;
“Subscription Period”	means the period detailed in the relevant Subscription Particulars and ending on the earlier of the date that this Agreement is terminated in accordance with its terms and the date specified in the Subscription Particulars;
“Subscription Renewal Period”	means any extension of the Subscription Period agreed between the Parties and which is indicated in the Renewal, whereupon the Subscription Renewal Period shall be referred to as a Subscription Period;
“Term”	means the term of this Agreement as detailed in Clause 4.1;
“Website”	the site at http://www.medicinescomplete.com

2. Termination of former licence(s)

- 2.1 The parties agree that any licence existing between the parties prior the Effective Date which allow Licensee to access any RPSGB publications via the Website (“Old Licence”) shall terminate with immediate effect from the Effective Date.
- 2.2 Notwithstanding Clause 2.1 above the termination of the Old Licence shall not affect any rights or obligations which have accrued to either Party prior to such termination, or those provisions set out in the Old Licence which are expressed to survive termination.

3. Grant of licence

- 3.1 RPSGB grants to the Licensee a non-exclusive and non-transferable licence to allow Authorised Users during the Subscription Period to access the Publications via a web-browser on a Subscription basis. The Licensee shall not have any rights in or to the Publications other than the rights specifically granted in this Agreement and all rights not expressly granted to the Licensee are reserved by RPSGB.
- 3.2 The Publications may only be used for the Licensee's own internal purposes.
- 3.3 At any given time during the Subscription Period, the Licensee shall not allow more than the Number of Concurrent Users, or any person other than an Authorised User, as specified in the Subscription Particulars to access or use the Publications.
- 3.4 Except to the extent necessary to exercise the rights expressly granted by this Agreement, the Licensee shall not:
 - 3.4.1 store transiently or permanently on any medium, transfer, transmit, reproduce, rent, sell, lease, sub-license, loan to any third party, copy, publish or otherwise exploit or make Commercial Use of, modify, adapt, merge, translate, reverse, engineer, decompile, disassemble, create derivative works from or based upon, or combine with other material the whole or any part of the Publications; or
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4. Duration

- 4.1 The Agreement:

This Agreement shall commence on the Effective Date and shall terminate:

- 4.1.1 by one Party giving the other Party not less than 30 days' notice, such notice to expire no sooner than the start of a Subscription Renewal Period;
- 4.1.2 automatically 6 months following the termination or the expiry of the last remaining Subscription.

On termination of the Agreement for any reason, access to the Publications shall automatically cease and each Subscription shall automatically terminate.

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- 4.2.1 The Subscription Period shall be as detailed in the Subscription Particulars.
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- 4.2.3 On agreement by the Licensee to the updated Subscription Particulars of the relevant Renewal, and on payment by the Licensee of the Subscription Fees contained therein, the Subscription shall be renewed on the terms of that Renewal.
- 4.2.4 For the avoidance of doubt, the Subscription Fees contained in the Renewal shall apply from and including the day immediately following the last day of the immediately preceding Subscription Period, regardless of the date on which the relevant Renewal is agreed.
- 4.2.5 RPSGB reserves the right to immediately terminate the Subscription where the Renewal has not been agreed on expiry of the Subscription Period.

5. **Obligations of the Licensee**

- 5.1 The Licensee may not access or use, or permit any person other than an Authorised User to access or use, any of the Publications or any other publications in the MedicinesComplete database, unless it has signed the Agreement and paid the appropriate Subscription Fee to RPSGB or its representatives, unless otherwise agreed.

- 5.2 The Licensee shall keep and shall ensure that each Authorised User shall keep, its subscription number and access details confidential and will not disclose them to any person not entitled to access the Publications pursuant to this Agreement.
- 5.3 The Licensee must contact RPSGB or its representative and obtain a supplementary licence (which may contain additional terms and conditions to these) before allowing any additional user to access the Publications.
- 5.4 The Licensee may not store any material from MedicinesComplete on any computer or server, so that it is publicly available to users.
- 5.5 The Licensee shall furnish all assistance reasonably necessary for RPSGB to determine the Licensee's compliance or the extent of Licensee's non-compliance with the terms of the Agreement, during the Agreement, and for 12 months following termination thereof including without limitation giving RPSGB all reasonable access to its records (either itself or by its representatives) on reasonable notice and during regular business hours the point or points at which the Publications are or were accessed. In the event that the points where the Publications are or were accessed by the Licensee's users are situated at different locations, the Licensee shall procure access for such inspection by RPSGB or its representatives to as many of such locations as RPSGB requests and, at RPSGB's direction, the Licensee shall arrange for all relevant records to be at a single location for access and inspection by RPSGB. RPSGB may take reasonable copies of such records for the purpose of auditing the Licensee's access to and usage of the Publications.
- 5.6 The Licensee agrees to abide by the terms and conditions of usage of the Website, a copy of which appears on the Website. RPSGB may from time to time vary these terms and conditions on the Website.
- 5.7 The Licensee shall use its best endeavours to ensure that all Authorised Users comply with the terms of this Agreement.

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- 6.2 RPSGB or its representatives may suspend or deny access of the Licensee to the Website or part or all of any Publication if the Subscription Fee has not been paid or if the Licensee is in breach of this Agreement, including without limitation where access to the Publications exceeds the Number of Concurrent Users, where the Publications are accessed by persons who are not Authorised Users, or if any of the Authorised Users fails to comply with the terms of this Agreement or the terms and conditions of usage of the Website .
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- 6.4 RPSGB or its representatives shall:
 - 6.4.1 ensure that its server or servers have sufficient capacity bandwidth and rate of connectivity to provide the Licensee with a quality of service comparable with the current standards in the world wide web online information provision industry;
 - 6.4.2 promptly on receipt of payment of the Subscription Fee, provide to the Licensee all information, including a subscriber number or name, necessary to access the Publications online; and
 - 6.4.3 use all reasonable endeavours to restore access to the Publications as soon as possible in the event of an interruption or suspension of availability except that RPSGB shall not be responsible for procuring or maintaining the network connections or telecommunications links from the Licensee's systems to the Website, or any problems, conditions, delays, delivery failures or any loss or damage arising from or relating to the Licensee's network connections or telecommunications links or caused by the internet.

- 6.5 RPSGB will deal with the Licensee's personal data in accordance with the latest version of the privacy policy appearing on the Website and in compliance with Data Protection Laws.

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- 8.1 Licensee shall pay RPSGB or its representatives the Subscription Fee due for each Subscription invoiced to the Licensee before being granted access to the Publications, unless otherwise agreed.
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- 8.3 Where Licensee continues accessing Publications following the expiry of the Subscription Period, and refuses to enter into a Renewal, RPSGB may charge the Licensee additional fees on a pro rata basis reflecting the excess use and access of the Publications.
- 8.4 The Subscription Fee and all other fees under this Agreement are exclusive of applicable state or local sales, ad valorem, personal property taxes or other taxes. The Licensee shall pay any such taxes, unless exempt. However, this section does not apply to, and the Licensee has no obligation under this Agreement or otherwise to pay or reimburse RPSGB for, any taxes imposed on RPSGB's income or any withholding taxes of a similar nature imposed on payments from Licensee to RPSGB.

8.5 All amounts hereunder are payable in the currency stated on the invoice. Invoices are payable within 30 days of the date of the invoice. Any amount not paid when due may be subject to a late payment fee accruing from day to day at equal to the lesser of 1½ % over the base rate for the time being of Barclays Bank Plc of the unpaid amount per month, or the maximum rate allowed by law, unless otherwise advised. Failure to pay the entire amount when due may also result in RPSGB or its representatives denying access to the Publications. RPSGB may use a third party to issue invoices and accept payment on its behalf. In so far as the terms and conditions of that third party apply and conflict with the terms and conditions set out herein, the terms and conditions of this Agreement shall prevail.

9. Warranties, Indemnities and Limitation of Liability

9.1 RPSGB warrants that it is entitled to grant the rights granted herein and that the information contained in the Publications provided by it has been obtained from what it believes are reliable sources.

9.2 The warranty set out in Clause 9.1 is in lieu of all other warranties, terms and conditions whether implied by or arising under statute or common law, custom, trade usage, or course of dealing between the parties, or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The Publications are provided on an 'as is' and 'as available' basis and accordingly RPSGB does not give any warranty express or implied or make any representation:

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9.2.2 that RPSGB's online service will operate error free or without interruption or that any errors will be corrected; or

9.2.3 that the Publications are complete, accurate or up to date.

9.3 RPSGB shall indemnify and hold Licensee harmless against any liability incurred by the Licensee in relation to any claim and damages including without limitation reasonable

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- (i) the Licensee notifies RPSGB or its representatives promptly in writing of such claim;
- (ii) RPSGB has sole control over the defence or settlement of such claim unless otherwise agreed; and
- (iii) use of the Publications has been in accordance with the terms of this Agreement.

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- (a) a combination with, or the addition of, publications not supplied by RPSGB or its representatives; and/or
- (b) a modification of the Publications after access has been granted and for which RPSGB is not responsible

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In the event of a claim for infringement, RPSGB or its representatives may terminate the Licensee's right to the allegedly infringing Publications and replace such Publications with substantially similar Publications or give Licensee a pro rated refund of the applicable portion of the Subscription Fees.

9.4 In no event will RPSGB or its representatives be liable (whether in compensation for any breach or pursuant to any indemnity and whether in contract, tort, for breach of statutory duty or arising from or caused by use of, reliance on, or inability to access and use any Publication) for any:

9.4.1 indirect, incidental, special or consequential damages or loss;

9.4.2 loss of anticipated savings;

9.4.3 loss of revenue;

- 9.4.4 loss of data;
 - 9.4.5 loss of goodwill or reputation;
 - 9.4.6 liability to third parties;
 - 9.4.7 business interruption;
 - 9.4.8 loss of management time;
 - 9.4.9 loss of use of any asset; or
 - 9.4.10 loss which procedures and precautions implemented (or which would generally be implemented) by the Licensee exercising a degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a reasonably and appropriately skilled and experienced person in the same or similar circumstances could have prevented or reduced, even if RPSGB or its representatives has been previously advised of the possibility of such damages or losses.
- 9.5 In any action against RPSGB arising out of, related to, or in any way connected with this Agreement or with respect to the Publications, services, or any other publications and/or services furnished to the Licensee under this Agreement or otherwise, the Licensee shall not be entitled to recover any sum as damages, reimbursement, contribution, indemnity or otherwise, in excess of the total of all payments made by Licensee to RPSGB or its representatives under this Agreement during the 12 months immediately preceding the date on which the claim arose.
- 9.6 The Licensee agrees to indemnify RPSGB and hold it harmless against all claims and damages incurred by it including, without limitation, reasonable attorneys' fees, as a result of the Licensee combining the Publications with, or adding the Publications to, publications or material not supplied by RPSGB or its representatives or modifying the Publications without approval after access has been granted.

10. Termination

- 10.1 This Agreement may be terminated by either party by giving to the other party 7 days' notice in writing if the other party commits any material or persistent breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 30 days after the receipt of a written request to remedy the same.
- 10.2 In the event of termination by either party, except as specifically provided otherwise herein, or for breach by RPSGB, no part of the Subscription Fee already paid will be repayable to the Licensee.
- 10.3 On termination or expiry of a Subscription the Licensee shall immediately delete any downloaded copies of the Publications or part thereof made by the Licensee and if requested by RPSGB shall certify such deletion.
- 10.4 Termination of this Agreement shall not relieve either party of liability to the other in respect of the rights and remedies of the other party which have accrued prior to termination, and neither shall termination affect any provision of this Agreement which is expressed or intended to survive termination.

11. Notice

- 11.1 Any notice required or permitted to be given under this Agreement shall not be binding unless in writing and sent to the party to be notified by pre-paid first class post for contracts in which the Licensee and the Licensor are based in the United Kingdom of Great Britain, or international courier for contracts in which one of the parties is based outside of the United Kingdom of Great Britain, or by electronic mail at its Email Address or as otherwise notified in accordance with this clause.
- 11.2 Notice sent by post or international courier shall be deemed given at the commencement of business of the recipient on the fifth Business Day following its posting.

11.3 Notice sent by electronic mail shall be deemed given at the time of its actual transmission to the recipient's Email Address provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to the intended recipient.

11.4 In any event, and without affecting the validity of a notice provided in accordance with this clause, the recipient of the notice is required to promptly confirm receipt of the notice using the same method by which the notice was provided.

12. Miscellaneous

12.1 RPSGB or its representatives may, from time to time, forward to the Licensee information about other publications. If the Licensee does not wish to receive such information in future it must give notice to RPSGB or its representatives accordingly.

12.2 The Licensee may not assign the benefit or burden of this Agreement or any part thereof without the written permission of RPSGB which shall not be unreasonably withheld or delayed.

12.3 If any part of Agreement is held to be invalid or unenforceable under any applicable statute or rule of law then it will be deemed to be replaced with something as near to the original intent of the clause as is allowable under the applicable law.

12.4 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes the terms of any purchase order, trial agreement or similar instrument relating to the Publications.

12.5 The failure of either party to give notice of non-performance, breach or termination, or to otherwise enforce any rights hereunder, shall not constitute a waiver of any terms or conditions of this Agreement.

12.6 A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ('Force Majeure' Event). If the Force Majeure Event prevails for a continuous period of more than 6 months, either party may terminate this agreement by giving not less than 14 days' written notice to the other

party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

- 12.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.


13. Governing Law and Jurisdiction

This Agreement is governed by and in accordance with the laws of England, and Wales and the courts of England and Wales shall have exclusive jurisdiction in any dispute which may arise in connection with this Agreement.

AGREED by the Parties through their authorised signatories:

For and on behalf of

Štátný ústav pre kontrolu liečiv (State Institute for Drug Control)


sle

Ivana Pankuchová

print name

PharmDr.

job title

23/11/2021

date

For and on behalf of

Royal Pharmaceutical Society of Great Britain


signed

Nic Potter

print name

Sales Director

job title

23/11/2021

date

Schedule 1

Licence Agreement Details

The Licensee:

Full Corporate Name:	Štátny ústav pre kontrolu liečiv (State Institute for Drug Control)
Place of Incorporation:	Slovakia
Registered Number:	00165221
Registered Office:	Kvetná 11, 825 08, Bratislava 26,

Licensee Email Address for Notices served under this Agreement	ivana.pankuchova@sukl.sk
RPSGB Email Address for Notices served under this Agreement	opsteam@rpharms.com

Schedule 2

The initial Subscription Particulars

The Licensee:

WHERE A COMPANY

Full Corporate Name:	Štátny ústav pre kontrolu liečiv (State Institute for Drug Control)
Place of Incorporation:	Slovakia
Registered Number:	00165221
Registered Office:	Kvetná 11, 825 08, Bratislava 26,

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