

Non-Commercial Copyright Licence

This non-commercial copyright Licence Agreement (the "Agreement") is made the ___ day of _____ 20__ (the "Effective Date")

BETWEEN

(1) **TRINITY BRAIN HEALTH LTD**, located at College Green, Dublin 2, Ireland a body incorporated by charter ("Trinity Brain Health" or "TBH"); and

(2) **LEGAL NAME:** _____

located at _____
(**"Licensee"**)

(individually a "**Party**" and collectively the "**Parties**")

RECITALS

- A. TBH, acting through Dr. Sabina Brennan, has created and developed and is the legal and beneficial owner of certain intellectual property rights relating to brain health films for teaching and learning.
- B. TBH desires to grant and the Licensee desires to receive a non-exclusive, non-transferable, royalty free licence to such intellectual property rights on the terms set forth in this Agreement.

1 Definitions

1.1 In these terms and conditions the following words and expressions bear the following meanings:

"Claim" means any claim, action, proceeding, demand or allegation made in relation to the TBH Copyright Material;

"Commercial Purpose" means any use of TBH Copyright Material for financial gain;

"Improvements" means any and all modifications, including but not limited to, language translations, interpretations, adaptations, additions of captions or subtitles or any updates to TBH Copyright Material and any derivative works based on same made by TBH or Licensee during the term of this Agreement;

"Platform" means any internet enabled device(s) or environment(s) including but not limited to websites, connected TVs, mobile websites, mobile applications, screens, displays digital signage etc;

"Purpose" means displaying on Licensee's Platform or

the provision of screenings/showings to communicate and educate the general public in the area of brain health during the Term of this Agreement

“Scientist”

means Dr. Sabina Brennan in the School of Psychology at TBH and those directly under her supervision;

“TBH Copyright Material”

means copyright material related to brain health films as more fully described in Schedule I and any Improvements thereof;

“Term”

means for the period from the Effective Date until termination under Clause 7.1;

2 LICENCE

- 2.1 TBH hereby grants to the Licensee a non-exclusive, non-transferable, non-sub licensable, royalty free licence to use TBH Copyright Material solely for the Purpose, and no other purpose whatsoever during the Term of this Agreement.
- 2.2 TBH reserves the right to use the TBH Copyright Material for all purposes.

3 LICENSED IP

- 3.1 The Licensee asserts and will in the future assert no claim in or to any TBH Copyright Material.
- 3.2 The Licensee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of TBH in connection with the TBH Copyright Material, either during or after the Term of this Agreement.
- 3.3 All rights in and to any Improvements created by Licensee shall belong to TBH.
- 3.4 Licensee acknowledges that TBH has absolute editorial rights over TBH Copyright Materials.

4 WARRANTIES

- 4.1 Each Party hereby warrants that it is duly authorised, and has the power, to enter this Agreement; and
- 4.2 The Licensee warrants and represents that:-
 - 4.2.1 it shall perform its obligations under this Agreement in compliance with all applicable regulations; and
 - 4.2.2 any Improvements developed by Licensee shall be fit for the purpose for which they are intended and Licensee shall adhere to good practice recognised in the information technology industry.
- 4.3 TBH hereby excludes all undertakings, covenants, conditions and warranties including without limitation any warranties implied by statute or common law to the maximum extent permitted by law. The TBH Copyright Material is provided “AS IS” and “AS AVAILABLE” and without prejudice to the generality of the foregoing, TBH does not warrant that the TBH Copyright Material will achieve any intended result or that the operation by the Licensee of the TBH Copyright Material will be uninterrupted or error free.

5 LICENSEE OBLIGATIONS

The Licensee will have the following obligations during the Term of this Agreement. Any breach of the following obligations will allow the TBH to terminate this Agreement with immediate effect;
Licensee

- I. **shall not make any Improvements to the TBH Copyright Material without prior consultation and express permission from the Scientist. All copies of Improvements made by Licensee shall be provided to TBH forthwith for review and shall not be displayed on Licensee's Platform without express written permission from TBH;**
- II. shall only use TBH Copyright Material in accordance with the terms of this Agreement, and only for the Purpose, and not for any purpose which is not illegal, derogatory misleading or otherwise objectionable or that brings TBH into disrepute. The rights granted to the Licensee under this Agreement are limited to accessing and displaying or otherwise making available the TBH Copyright Material for the Purpose;
- III. shall not represent itself as TBH or an agent or partner of TBH, unless expressly permitted by TBH or make any representations, warranties, guarantees, any endorsement in respect of TBH Copyright Material except as set out in this Agreement;
- IV. shall not include any advertisements within the TBH Copyright Material;
- V. shall not publish, distribute or otherwise make the TBH Copyright Material available in any way that would enable third parties to download or use the TBH Copyright Material;
- VI. shall not use the TBH Copyright Material for any Commercial purpose whatsoever or charge users in any way to view or access TBH Copyright Material;
- VII. shall acknowledge TBH's copyright in accordance with the accreditation requirements as set out in Schedule II of this Agreement;
- VIII. shall provide TBH with the following information, as requested by the Scientist, regarding the Licensee's user traffic to the TBH Copyright Material on the Licensee's Platform: monthly page views, monthly visits and monthly visitors, broken down by content type, where possible;
- IX. shall be responsible for and pay all costs for the provision, maintenance, rental and use of all equipment required for the receipt of the TBH Copyright Material;
- X. Pursuant to section I of this Clause 5, any Improvements made that constitute language translations, must be made using professional and accredited translation service providers.

6 INDEMNIFICATION

- 6.1 Licensee agrees TBH shall have no liability whether in contract, tort, statute or otherwise in connection with TBH's supply or Licensee's use of TBH Copyright Material. Moreover, Licensee agrees to indemnify and hold TBH harmless against all Claims incurred by the Licensee in relation to the use of TBH Copyright Material, save where such Claims arise as a result of gross negligence or wilful misconduct of TBH.

7 TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Effective Date and shall continue indefinitely unless terminated earlier in accordance with the provisions of this Clause 7.
- 7.2 TBH may restrict or suspend TBH Copyright Material or may terminate the Agreement with immediate effect by notice to the Licensee on or at any time after the occurrence of a breach of an obligation under the Agreement.

- 7.3 Either Party may terminate this Agreement at any time with prior written notice.
- 7.4 Upon receipt of such notice of termination, the Licensee shall destroy or remove as the case may be, all TBH Copyright Material from Licensee's Platform.

8 NOTICES

Any notice, request, instruction or other document to be given hereunder shall be delivered by email transmission and to be confirmed by telephone as soon as possible to:

TBH

-Sabina Brennan | Scientist
+ 353 1 896 8576 | brennas1@tcd.ie
-Emily Vereker |Technology Transfer Case Manager,
+353 1 8964152 | emily.vereker@tcd.ie

Licensee:

Ph:
Email:

9 ASSIGNMENT

The Licensee may not assign its rights and obligations under this Agreement in whole or in part without the prior written consent of TBH. TBH may assign any of its rights or obligations under this Agreement without the consent of the Licensee being required.

10 LAW

This Agreement will be governed and construed in accordance with the laws of Ireland, and the Parties hereby submit to the exclusive jurisdiction of the Irish courts.

Signed for and on behalf of

TRINITY BRAIN HEALTH LTD

By:

Name:

Title:

Signature Date:

Signed for and of

LICENSEE

By:

Name:

Title:

Signature Date:

Schedule I

TBH Copyright Material

Brain health films, videos, files, software, and any specific streaming media, videocassettes, CDs, DVDs or other video material that TBH has produced and delivered in the area of brain health as hosted on <http://freedemliving.com/>

FreeDem Films entitled;

- Can your memory go completely?
- How does memory work?
- When should I be concerned about my memory?
- I have trouble remembering things - am I getting dementia?
- Why is attention important?
- I have Alzheimer's Disease - what can I do to help myself and improve my day-to-day life?
- What can you do to keep your brain healthy?
- How can we include people with dementia in our community?
- What's the difference between Alzheimer's Disease and dementia?
- I'm a doctor - is there a good way to check out a memory complaint?

This material has been created and produced to address fears about memory loss and dementia and provide practical advice about brain health to the general public and relevant stakeholders. The films are a collection of subject-specific teaching/learning materials. They answer a key question related to brain health and dementia and aims to increase understanding of how memory works, allay fears and provides inspiration to consider the importance of brain health and take actions that will improve the quality of life.

Schedule II

Accreditation Requirements;

All TBH Copyright Material displayed on Licensee's Platform must be in a prominent location and state the following;

"The material was created by TBH, through the NEIL Programme at the Institute of Neuroscience with support from GENIO. © 2014 The Provost, Fellows, Foundations Scholars, and the Other Members of Board, of the College of the Holy and Undivided Trinity Of Queen Elizabeth, near Dublin. Permission to use this material was granted by TBH which reserves all rights in the material."