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| **Please note:****Pricing and Quotes are at the end of the Document in Appendix A** |

Presidion UK Ltd. (herinafter PRESIDION) and the licensee identified below (“LICENSEE") agree as follows:

**Part 1 - General Terms**

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE PROGRAM.

**1. Definitions** – In this Agreement, the following words and expressions shall have the following meanings:

"Authorized Use" - the specified level at which Licensee is authorized to execute or run the Program. That level may be measured by number of users, Campus Value Units, millions of service units ("MSUs"), Processor Value Units ("PVUs"), or other level of use specified by IBM.

"IBM" - International Business Machines Corporation or one of its subsidiaries.

“EULA” – End User Licence Agreement

"Program" - the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation). Limited to the Modules of IBM SPSS Software included in the Software Schedule [Appendix A}.

"License Information" ("LI") - a document that provides information and any additional terms specific to a Program. The Program's LI is available at www.ibm.com/software/sla. The LI can also be found in the Program's directory, by the use of a system command, or as a booklet included with the Program

"Warranty Period" - one year, starting on the date the original Licensee is granted the license.

**2. Agreement Structure**

This Agreement includes EULA, LI & Software Schedule , and is the complete agreement between Licensee and Presidion regarding the use of the Program. It replaces any prior oral or written communications between Licensee and Presidion concerning Licensee's use of the Program.

**3. International Business Machines Corporation {IBM}**

IBM are an intended third party beneficiary to the Licence Terms of this EULA and the LI. IBM are entitled to enforce the provisions of the EULA and LI.

**Part 2 – Licence Terms**

**1. Authority**

 1.1 PRESIDION warrants that it has the authority to grant the Licence granted hereunder.

**2. Grant of Rights**

 2.1 The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.
Presidion grants Licensee a non-exclusive license to 1) use the Program up to the Authorized Use specified in the Software Schedule {Appendix A} 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that:

a. Licensee has lawfully obtained the Program and complies with the terms of this Agreement;

b. the backup copy does not execute unless the backed-up Program cannot execute;

c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Program;

d. Licensee ensures that anyone who uses the Program (accessed either locally or remotely) 1) does so only on Licensee's behalf and 2) complies with the terms of this Agreement;

e. Licensee does not 1) use, copy, modify, or distribute the Program except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program;

f. This license applies to each copy of the Program that Licensee makes;

g. if the End User acquires the PROGRAM as a program upgrade, after the End User installs the upgrade, the End User may not use the Program from which the End User upgraded or transfer the PROGRAM to another party.

**3. Delivery**

 3.1 PRESIDION will Provide a downloadable software link and licence code to activate the software to LICENSEE within fifteen (15) days of the date of the last signature of the relevant SCHEDULE (“EFFECTIVE DATE”).

**4. Use**

 4.1 The control and distribution of PROGRAM is the responsibility of the Head of Computer Services for the LICENSEE.

 4.2 PROGRAM may be used by any employee or currently enrolled student (“PERMITTED USER”) of the LICENSEE for the purposes set out below in this Clause 4.2 (“LIMITED PURPOSE”) whether or not they

 are located on the LICENSEE'S premises. For the purpose of this Agreement LIMITED PURPOSE is restricted to:

 i) Teaching and studying.

 ii) Academic Research in support of i) above.

 iii) Other research which is either publicly funded or funded by a registered UK charity and which will be published in the public domain.

 iv) Research funded by a research council who is a member of Research Councils UK which is for non-commercial purposes.

 4.3 A non-exhaustive list of examples of activities that are not within the LIMITED PURPOSE is as follows:

1. Training or education of persons who are not PERMITTED USERS;
2. Training courses, consultancy or other services given for a fee or other benefit;
3. Work of significant benefit to the employer of students on industrial placement or part-time courses;
4. Research undertaken or published for fee or other benefit (except as permitted under clause 4.2);
5. Research commissioned by a third party, paid for or funded by a third party or undertaken for a third party (except as permitted under clause 4.2);
6. Any activity which is for any commercial purpose including without limit, timesharing, rental, or service bureau use or use for any commercial activities of the LICENSEE.

For the avoidance of doubt where research is undertaken as part of a course run by the LICENSEE and where the research has commercial value and the results will be used by a commercial organisation, the research shall be deemed to have been undertaken for commercial benefit.

 4.4 Subject to the provisions in Clause 5 below, home use by PERMITTED USERS is allowed. A PERMITTED USER must obtain a copy of the PROGRAM and a stand-alone licence code from the Licence Coordinator, specified in the relevant SCHEDULE.

4.5 Without prejudice to Clause 4.2 above any Medical Teaching Hospitals or any NHS organization which are in any way affiliated with the LICENSEE ( or any person whilst working for such Hospital or organization) is not permitted to use the SOFTWARE licensed under this Agreement. If SOFTWARE is required by Medical Teaching Hospitals or such NHS organization (or by any PERMITTED USER whilst undertaking work for such organization) a licence may purchased separately from IBM.

**5. Extent of Permitted Reproduction**

 5.1 PRESIDION grants LICENSEE a non-transferable, non-exclusive license to make a reasonable number of copies of the PROGRAM as are necessary to enable its use in accordance with the terms of this Agreement and a reasonable number of copies solely for archival and backup purposes. LICENSEE may make a reasonable number of copies of the DOCUMENTATION which is recorded on the same electronic media on which the PROGRAM is recorded. No permission is given to reproduce the printed DOCUMENTATION. Additional copies of the printed DOCUMENTATION where such documentation exists may be purchased by LICENSEE from PRESIDION or its authorised distributor. All copies of PROGRAM and DOCUMENTATION shall be for the uses permitted in this Agreement only and remain subject to all terms of this Agreement. Any copies of PROGRAM or DOCUMENTATION shall reproduce and shall not remove or alter any and all copyright notice(s) and any other marks and notices set forth on the master media.

5.2 LICENSEE shall maintain accurate records of all copies of the PROGRAM and DOCUMENTATION which shall indicate the location of the same and the LICENSEE shall produce such a record on request by PRESIDION. LICENSEE shall ensure that the recipient of each copy of the PROGRAM signs the Copyright Acknowledgement Agreement, attached to this Agreement as Appendix B.

 5.3 LICENSEE shall not permit persons who are not PERMITTED USERS to make or obtain any copies of PROGRAM or DOCUMENTATION.

 5.4 Save to the extent permitted by law, LICENSEE shall not and shall not permit other parties to; reverse engineer, decompile or disassemble the PROGRAM in whole or in part. LICENSEE shall not copy (except as expressly authorised herein) or adapt the PROGRAM in whole or in part. Without prejudice to the generality of the foregoing, copying or adaptation for the purposes of error correction is not permitted.

**6. Payment terms**

 6.1 LICENSEE agrees to pay the Annual Licence Fee (“LICENCE FEE”) specified in the SCHEDULE within thirty (30) days from the date of the PRESIDION invoice.

 6.2 PRESIDION will submit an invoice to LICENSEE for the first year LICENCE FEES upon shipment of the PROGRAM to LICENSEE. For each RENEWAL LICENCE FEE due thereafter, PRESIDION will submit an invoice to LICENSEE on or before the Anniversary date of the shipment of PROGRAM to LICENSEE (“ANNIVERSARY DATE”) for each one (1) year term, for four years. PRESIDION agrees to make reasonable efforts to send the invoice approximately sixty (60) days in advance of the ANNIVERSARY DATE. If LICENSEE requires a purchase order before payment can be made, LICENSEE agrees to issue such purchase order no less than thirty (30) days prior to the ANNIVERSARY DATE.

 6.3 All fees are stated exclusive of VAT which shall be payable by the LICENSEE in addition.

 6.4 Any payment required hereunder that is made late (including unpaid portions, if incomplete payment) shall bear interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law

* 1. All amounts are non-refundable except where indicated in this Agreement

**7. Maintenance**

7.1 For so long as IBM generally maintains and supports the PROGRAM and LICENSEE pays the LICENCE FEE due therefor, PRESIDION will provide LICENSEE with the following (together “MAINTENANCE”):

(a) reasonable efforts to correct serious errors in the PROGRAM and the provision of upgrades, improvements, new versions or releases of the subject PROGRAM when and if made generally available (“ERROR CORRECTION AND UPGRADES”); and,

 (b) reasonable technical support to LICENSEE’S four (4) designated support representative via telephone, email or other means (“TECHNICAL SUPPORT”).

7.2 The provision of MAINTENANCE does not include (a) issues with hardware, operating system, network or third party software or any issues which arise from use of the PROGRAM within an operating environment where any part of that operating environment is not then supported by IBM; and, (b) extensive assistance that would typically be provided through PRESIDION public training classes, onsite training sessions or consulting services. Any time spent by PRESIDION in relation to such items indicated immediately above, will, with prior notice to LICENSEE, be considered Consulting Services and such services will be subject to additional cost.

7.3 ERROR CORRECTION AND UPGRADES will be provided only for IBM’ latest version of the PROGRAM but reasonable TECHNICAL SUPPORT will be available for the immediately preceding version of the PROGRAM. MAINTENANCE may, but need not be, provided if LICENSEE has modified the PROGRAM or if LICENSEE is in default of this Agreement.

**8. Proprietary Rights**

 8.1 The LICENSEE shall not acquire any title, copyright or other proprietary rights in PROGRAM or DOCUMENTATION.

**9. Confidentiality**

 9.1 LICENSEE and PRESIDION agree that this Agreement, the PROGRAM and the DOCUMENTATION and all information related to the PROGRAM that is disclosed to LICENSEE that is not in the public domain (“CONFIDENTIAL INFORMATION”), (a) constitutes the proprietary and confidential information of PRESIDION; (b) shall be used by LICENSEE only as required to exercise the licence granted under this Agreement; and (c) shall be held in confidence and shall not be made available in any form to any person or entity other than LICENSEE, without the express written consent of PRESIDION. PRESIDION agrees that LICENSEE shall be permitted to disclose relevant aspects of the PROGRAM and CONFIDENTIAL INFORMATION to its employees and its agents, but solely to the extent that such disclosure is directly related to LICENSEE’S use of the PROGRAM, and provided that LICENSEE shall take all reasonable steps to ensure that PROGRAM is not disclosed or duplicated in contravention of this Agreement. The provisions of this Clause 9.1 shall survive termination of this Agreement.

 9.2 The provisions in Clause 9.1 shall not apply to any information which: i) is or becomes public knowledge other than by breach of this Clause; ii) is in the possession of the receiving party without restriction before the date of receipt from the disclosing party; iii) is obtained from a third party who is lawfully authorised to disclose the same; iv) is required to be disclosed by law.

**10. Inspection Rights**

* 1. LICENSEE grants PRESIDION the right to conduct an audit to verify that LICENSEE is using the PROGRAM in compliance with the provisions of this Agreement. LICENSEE agrees to allow PRESIDION to inspect LICENSEE’S premises physically and to cooperate fully in the conducting of such an audit, including but not limited to providing PRESIDION with periodic reports supplied by the PROGRAM, if any. PRESIDION may copy any items to document any violation of this Agreement.

* 1. The LICENSEE has the right to refuse to admit to premises occupied by or on behalf of the LICENSEE a person employed by PRESIDION, or by a sub-contractor, whose admission would be, in the opinion of the LICENSEE, undesirable. The LICENSEE must give, in writing, full reasons for refusing admission onto the LICENSEE’S premises.

**11. Warranty**

11.1 Limited Warranty
IBM warrants that the Program, when used in its specified operating environment, will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file) or other information published by IBM (such as an announcement letter). Licensee agrees that such documentation and other Program content may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation.
The warranty applies only to the unmodified portion of the Program. IBM does not warrant uninterrupted or error-free operation of the Program, or that IBM will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.
In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 (Warranty and Exclusions). The territorial scope of the Limited Warranty is worldwide.

11.2 Exclusions
THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

THE WARRANTIES IN THIS SECTION 11 (WARRANTY AND EXCLUSIONS) ARE PROVIDED SOLELY BY IBM. THE DISCLAIMERS IN THIS SUBSECTION 11.2 (EXCLUSIONS), HOWEVER, ALSO APPLY TO IBM'S SUPPLIERS OF THIRD PARTY CODE. THOSE SUPPLIERS PROVIDE SUCH CODE WITHOUT WARRANTIES OR CONDITION OF ANY KIND. THIS PARAGRAPH DOES NOT NULLIFY IBM'S WARRANTY OBLIGATIONS UNDER THIS AGREEMENT.

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

**12. Limitations of Liability**

 12.1 Nothing in this Agreement shall exclude or limit PRESIDION’ liability for (i) death or personal injury caused by its negligence (ii) the tort of deceit (including without limit, fraudulent misrepresentation) (iii) any breach of Sale of Goods and Supply of Goods and Services Act 1980 or (iv) any liability that cannot be excluded by law.

12.2 The warranties and conditions stated in this Agreement shall be in lieu of all other conditions, warranties or other terms which might but for this Clause 12.2 be implied into of incorporated into this Agreement whether by statute, common law or otherwise, all of which are hereby excluded (including without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care) to the fullest extent permitted by law.

 12.3 Save as provided in Clause 12.1 PRESIDION shall have no liability to LICENSEE for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): (i) loss of revenue (ii) loss of actual or anticipated profits (iii) loss of business, (iv) loss of opportunity, (v) loss of goodwill or reputation (vi) loss of, damage to or corruption of data or (vii) any indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in this Clause 12.3 (i) to (vi) ) and, in each case, whether such losses or damage are caused by or arising from breach of contract, negligence or other tort, or otherwise.

 12.4 Save as provided in Clause 12.1 and subject to Clause 12.3, the liability of PRESIDION arising out of this Agreement shall in no event exceed the then current annual amount paid or payable by LICENSEE to PRESIDION for PROGRAM to which the claim relates.

 12.5 The LICENSEE will indemnify PRESIDION in respect of any claim for loss, damage or injury of any person or property occasioned by the act, neglect or default of the LICENSEE except, and insofar as PRESIDION is liable as aforesaid.

**13. Copyright Indemnity**

 13.1 PRESIDION agrees to defend, or settle at its option any action against LICENSEE arising from a claim that the PROGRAM infringes any European Union patent or intellectual property right provided that: (a) PRESIDION is promptly notified of any threatened or actual action and is given control over the defense or settlement thereof; (b) the PROGRAM has not been modified by LICENSEE; (c) LICENSEE does not do or permit anything to be done which prejudices the defense or settlement of such claim; and, (d) the charge of infringement has not arisen from the use of the PROGRAM in combination with other hardware or software components in contravention with the applicable DOCUMENTATION where it is the combination which is charged to infringe. PRESIDION shall, at its option and expense, secure for LICENSEE the right to continue using the PROGRAM, or replace or modify the PROGRAM so that it becomes non-infringing or grant LICENSEE a credit minus a reasonable depreciation for the use of the PROGRAM but in no event shall such credit be greater than the licence fee paid for the PROGRAM from which the claim arose.

**14. Publicity**

 14.1 Both the LICENSEE and PRESIDION may use the name of the other in advertising or publicity relating to PROGRAM subject to prior written consent having been obtained. Such consent shall not be unreasonably withheld.

**15. Termination**

15.1 LICENSEE may terminate this Agreement or any SCHEDULE, without cause at any time, without right to refund, by notifying PRESIDION of such termination. PRESIDION may forthwith terminate this Agreement or any SCHEDULE if LICENSEE breaches any of the provisions of this Agreement or SCHEDULE. In such event, PRESIDION shall be free to pursue any legal or equitable recourse which it

deems appropriate, including without limitation, injunctive relief, claims for damages, or suit for termination of the licence granted hereby.

15.2 Upon termination for any reason: (a) all LICENSEE’S rights shall immediately cease, (b) there shall be no refund of any payments, (c) LICENSEE shall promptly pay any fees which may be due and, (d) LICENSEE shall promptly destroy the PROGRAM and DOCUMENTATION including all copies and portions thereof and certify in writing to PRESIDION that such action has been taken. This paragraph shall survive the termination of this Agreement.

15.3 The Licensee may elect to terminate this Agreement with Presidion as to their use of the PROGRAM, and to continue use of the PROGRAM through a license agreement directly with IBM or another IBM partner. Licensee may terminate the maintenance Agreement with Presidion. Upon termination, there shall be no refund of any payments, and Licensee shall promptly pay any fees which may be due.

**16. Post Termination**

 16.1 Termination of this Licence, howsoever caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

**17. Force Majeure**

 17.1 Neither party hereto shall be liable for any delay or failure to perform its obligations caused by any industrial dispute, fires, accidents or other circumstances beyond its reasonable control or any other cause for which the party in default is not responsible or could not have reasonably prevented.

**18. Assignment**

 18.1 The rights granted to LICENSEE under this agreement are personal to the LICENSEE and the LICENSEE may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of PRESIDION.

**19. Notices**

 19.1 Any notice required to be given pursuant to this Agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first-class mail or fax, provided that faxes are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed faxes shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out this Section.

**20. Severability**

 20.1 If any provision of this Agreement shall finally be held illegal or unenforceable such provisions shall be severed and the remainder of the Agreement shall remain in full force and effect unless the business purpose of the Agreement is substantially frustrated thereby.

**21. Waiver**

 21.1 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement and no waiver shall be effective unless made in writing.

**22. Law**

 22.1 This Agreement shall be interpreted under the laws of the United Kingdome and the parties submit to the exclusive jurisdiction of the United Kingdome courts.

**23. Entire Agreement**

 23.1 This Agreement constitutes the entire contract between PRESIDION and the LICENSEE as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral, and the LICENSEE hereby acknowledges that no reliance is placed on any representation made but not embodied in this Licence or the Agreement.

24.  **Compliance Verification**

For purposes of this Section 24 (Compliance Verification), "EULA Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by PRESIDION, and 2) IBM software policies that may be found at the IBM Software Policy website (www.ibm.com/softwarepolicies), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 24 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

24.1 Verification Process
Licensee agrees to create, retain, and provide to PRESIDION and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the EULA Program Terms, including, without limitation, all of PRESIDION's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with EULA Program Terms.

Upon reasonable notice, PRESIDION may verify Licensee's compliance with EULA Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to EULA Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided PRESIDION has a written confidentiality agreement in place with such auditor. IBM {or it’s auditor} has the right to participate in Presidion’s audit. IBM may independently conduct such an audit.

24.2 Resolution
PRESIDION will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the EULA Program Terms. Licensee agrees to promptly pay directly to PRESIDION the charges that PRESIDION specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

**25. General**

1. Licensee authorizes Presidion to provide IBM with the End User’s business contact information
2. The Licensee is responsible for complying with all applicable export and import laws and regulations.

Agreed by PRESIDION

Agreed by University of Strathclyde

(LICENSEE): Agreed by PRESIDION:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_Barry Mc Intyre\_\_\_\_\_\_\_\_\_\_

Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_Director\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

**Software Schedule to License Agreement**

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| **Your PRESIDION contact is:** | **Barry Mc Intyre** | **Fax: 01 415 0235** | **Tel: 01 415 0234--** | **Email: licence@presidion.com**  |

LICENSEE and PRESIDION agree that the use of the PROGRAM products listed in this Schedule shall be subject to the terms and conditions of the Software Licence Agreement attached.

|  |  |
| --- | --- |
| **LICENSEE name** | **University of Strathclyde** |
| **LICENSEE address** | (please insert) |
| **Invoice Address (if different from LICENSEE address above)** | (please insert) |
| **Details of up to four (4) designated support representatives (one of whom must be designated as Licence Co-ordinator)** | **Name:****Position: Licence Co-ordinator****Department:****Phone Number:****Email Address:** | **Name:****Position:****Department:****Phone Number:****Email Address:** |
| **Name:****Position:****Department:****Phone Number:****Email Address:** | **Name:****Position:****Department:****Phone Number:****Email Address:** |

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| --- | --- |
| **AGREEMENT PERIOD** | \*The Agreement commences on {*01/10/2013*} and terminates on {*30/09/2017*} |

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| **SOFTWARE**  | **ANNUAL LICENCE FEE** |
| IBM SPSS Statistics Premium | £5,950 |
| Data Collection Premium | £3,750 |
| AMOS (Windows Only) | £1,250 |
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|  |  |
|  |  |
|  |  |
| TOTAL (excl VAT)  | **£10,950** |

**Agreed: University of Strathclyde (LICENSEE):** **Agreed by Presidion:**

###### Authorised Signature: Authorised Signature:

###### Printed Name: Printed Name: Barry McIntyre

**Job title: Job title: Director Presidion**

**Date: Date:**

**APPENDIX B**

**COPYRIGHT ACKNOWLEDGEMENT**

I agree that my usage of the PROGRAM issued or otherwise made available to me by the Institution to which I am a currently registered student or member of staff is subject to the following conditions:

1. I will ensure that all the requirements of the Licences under which the PROGRAM is held by the Institution will be maintained. (Copies of the relevant Licences may be seen by application to the School or Department which made PROGRAM available.)

2. I understand that I may only use the PROGRAM for one or more of the following purposes

 i) Teaching and studying;

 ii) Academic Research;

 iii) Personal educational development

 I will ensure that I do not use the PROGRAM for any of the following purposes:

(i) Training or Education of Persons who are not currently registered students or members of staff at the Institution;

 (ii) Training Courses given for Fee or benefit;

 (ii) Consultancy or services given for a fee or other benefit;

 (iv) To do work of significant benefit to any employer whilst on an industrial placement

 (v) To do work of significant benefit to any employer whilst on a part-time courses;

 (vi) Research undertaken or published for fee or other benefit

 (vii) Research commissioned by a third party, paid for or funded by a third party or undertaken for a third party;

 (viii) Any activity which is for any commercial purpose including without limit, timesharing, rental, or service bureau use or use for any commercial activities of the Licensee.

3. I will not remove or alter the Copyright Statement on any copies of the PROGRAM used by me.

4. I will ensure the Security and Confidentiality of any copy released to me, and will not make any further copies from it or knowingly permit others to do so, unless permitted to do so under the relevant licence.

5. I will use the PROGRAM only for purposes defined, and only on computer systems covered, by the agreement, contract or licence.

6. I will only incorporate the PROGRAM, or part thereof, in any work, program or article produced by me, where this is permitted by the licence or by "Fair Dealing".

7. I will only incorporate some part or version of the PROGRAM in any work produced by me with the express permission of PRESIDION or unless this is permitted under the Agreement.

8. I will not reverse engineer or decompile the PROGRAM or attempt to do so.

9. I will return or destroy all copies of the PROGRAM at the end of the course/year/period of employment or when requested to do so.

In signing this Copyright Acknowledgement Form I understand that the Institution reserves its right to take legal action against individuals who cause it to be involved in legal proceedings as a result of violation of its licensing agreements.

Name …………………………………………………………… Course {and year of study} ………………………………………

Signed ………………………………………………………………………………………. Date …………………………………