

LICENCE AGREEMENT

BETWEEN

- (1) **HEALTHCARE QUALITY IMPROVEMENT PARTNERSHIP** (company number 06498947) whose registered office is at 70 Wimpole Street, London W1G 8AX (the “**AUTHORITY**”); and
- (2) (“the **LICENSEE**”)

Recital:

The Authority has agreed to grant the Licensee a limited non-exclusive royalty-free revocable licence to use the Audit Tool upon the terms and conditions of this Agreement.

Operative provisions:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

“ Audit Tool ”	means the data collection tool known as the Service User Survey developed by the National Audit of Schizophrenia (NAS) in relation to the NAS project under a contract with the Authority as set out in Schedule 1, and shall be interpreted as including any Updated Audit Tool;
“ Intellectual Property Rights ”	means patents, trademarks, copyrights, rights to extract information from a database, design rights and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them and including Know How;
“ Know How ”	means all technical and other information which is not in the public domain, including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, clinical data, manufacturing data and information contained in submissions to regulatory authorities;
“ Loss ”	means all costs, claims, liabilities and expenses (including reasonable legal expenses);
“ Territory ”	means England and Wales;
“ Updated Audit Tool ”	means any modified, improved or corrected version of the Audit Tool as created or developed by the Licensee and approved by the Authority in accordance with Clause 4;
“ Use ”	means to use the Audit Tool for non-commercial purposes for

	the carrying out of the Initial Health Assessment and the Review Health Assessments for Looked After Children and children in care;
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- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
 - 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
 - 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
 - 1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement.
 - 1.2.5 any reference to a statute, order, regulation or other similar instrument shall be construed as a reference to the statute, order, regulation or instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted by any subsequent statute, order, regulation or instrument;
 - 1.2.6 general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms; and
 - 1.2.7 headings to clauses are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

2 GRANT OF LICENCE

- 2.1 The Authority hereby grants to the Licensee a limited non-exclusive royalty-free revocable licence to Use the Audit Tool within the Territory upon the terms and conditions of this Agreement.

3 DURATION OF AGREEMENT

- 3.1 This licence granted by Clause 2.1 shall commence on the date of this Agreement and shall continue for a period of three years or terminated in accordance with the provisions of Clause 6 below.

4 VARIATIONS TO THE AUDIT TOOL

- 4.1 The Licensee may not make modifications, improvements or corrections to the Audit Tool other than with the express written permission of the Authority.
- 4.2 If approved by the Authority any such modifications, improvements or corrections that may be incorporated into the Audit Tool to create an Updated Audit Tool.

5 INTELLECTUAL PROPERTY

- 5.1 The Audit Tool is the confidential information of the Authority and all Intellectual Property Rights in the Audit Tool are the exclusive property of the Authority.
- 5.2 The Authority shall retain title and all ownership rights in the Audit Tool. This Agreement does not grant the Licensee any Intellectual Property Rights in the Audit Tool and the original and all copies of the Audit Tool shall remain the property of the Authority.
- 5.3 The Licensee agrees that any Intellectual Property Rights it may have in any Updated Audit Tools will belong to and vest in the Authority. The Licensee shall do any acts requested by the Authority to ensure such rights vest legally in the Authority.
- 5.4 The Licensee confirms that it will make clear on any relevant documentation that the Authority is the owner of the Audit Tool.
- 5.5 The Authority asserts its moral rights under the Copyright, Designs & Patents Act 1988 to be identified as the author of the Audit Tool and its right not to have the Audit Tool subjected to derogatory treatment.
- 5.6 The Licensee shall notify the Authority immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Audit Tool by any third party.
- 5.7 The Licensee shall take all such other steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of the Authority in the Audit Tool.
- 5.8 The Licensee shall inform all relevant employees, agents and sub-contractors that the Audit Tool constitutes confidential information of the Authority and that all Intellectual Property Rights therein are the property of the Authority and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this Clause 5.

6 TERMINATION

- 6.1 This Agreement may be terminated:
 - 6.1.1 by the Authority upon giving not less than 28 days' notice to the Licensee;
 - 6.1.2 forthwith by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same;
 - 6.1.3 forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or similar steps are taken in a jurisdiction other than England or Wales.
- 6.2 Subject to Clause 6.3 below within 7 days of the termination of this Agreement (howsoever and by whomsoever occasioned) the Licensee shall at the Authority's sole option either return or shall destroy all copies of the Audit Tool in its possession or control and a duly authorised officer of the Licensee shall certify in writing to the Authority that the Licensee has complied with its obligation as aforesaid.

- 6.3 Notwithstanding the provisions of Clause 6.2 above the Licensee shall be entitled for a period of one year from the date of termination to keep one copy of the Audit Tool in a fire-proof room for archival purposes only.

7 INDEMNITY

- 7.1 The Licensee shall indemnify and keep the Authority indemnified against any liability, costs, expenses, losses, claims or proceedings whatsoever arising under any statute or at common law or for breach of contract in respect of:

7.1.1 damage to property, real or personal, including any infringement of third party Intellectual Property Rights;

7.1.2 injury to persons, including injury resulting in death; and

7.1.3 any Loss

arising out of, in connection with, or in respect of, any negligence, act, omission or default of the Licensee, its staff, agents or sub-contractors.

- 7.2 The Licensee shall be responsible for any acts, defaults, omissions, or neglect of any of its sub-contractors or their agents or employees as if they were acts, defaults, omissions, or neglect of the Licensee.

8 CONFIDENTIALITY

- 8.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into of this Agreement save that which:

8.1.1 becomes public knowledge through no fault of the relevant party;

8.1.2 was already in the relevant party's lawful possession and at its free disposal before the date of this Agreement;

8.1.3 is lawfully disclosed to the relevant party without any obligations of confidence by a third party; or

8.1.4 is required to be disclosed by a competent regulatory body, government body or body of competent jurisdiction.

- 8.2 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

- 8.3 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause 7.2 by its employees, agents and sub-contractors.

9 THIRD PARTIES

- 9.1 No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 NOTICES

- 10.1 Any notice to be given under this Agreement shall be in writing, addressed to the Authority Representative or Licensee Representative (as appropriate) and either delivered personally, sent by facsimile or sent by first class recorded delivery post.
- 10.2 The address for service of the parties shall be:
- 10.2.1 in the case of the Authority, the address referred to above in this Agreement or such other address as may from time to time be notified in writing to the Licensee;
 - 10.2.2 in the case of the Licensee, the address referred to above in this Agreement or its registered office or such other address as may from time to time be notified in writing to the Authority
- 10.3 The fax number for service of the parties shall be:
- 10.3.1 in the case of the Authority, the Authority Fax Number;
 - 10.3.2 in the case of the Licensee, the Licensee Fax Number;
- 10.4 A notice shall be deemed to have been served:
- 10.4.1 if personally delivered, at the time of delivery;
 - 10.4.2 if sent by facsimile, at 09.00 (local time) on the morning of the first business day of the recipient after faxing.;
 - 10.4.3 if posted, on the morning of the first business day of the recipient following the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.
- 10.5 A notice required to be given under this Agreement shall not be validly given if sent by email.

11 CHANGE OF DETAILS

- 11.1 The Authority may change the identity of the Authority Representative or the Authority Fax Number by notice in writing to the Licensee.
- 11.2 The Licensee may change the identity of the Licensee Representative or the Licensee Fax Number by notice in writing to the Authority.

12 GENERAL

- 12.1 The Licensee shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Audit Tool without the prior written consent of the Authority.
- 12.2 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 12.3 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

- 12.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.
- 12.5 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.
- 12.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 12.7 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 12.8 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 12.9 All conditions warranties terms and undertakings express or implied statutory or otherwise in respect of the Audit Tool are hereby excluded.
- 12.10 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 12.11 Neither the expiration nor the termination of this Agreement shall prejudice or affect any right action or remedy, which shall have accrued or shall thereafter accrue either to the Authority or to the Licensee.
- 12.12 The provisions of Clauses 6 (Intellectual Property), 7 (Termination), 8 (Indemnity), 9 (Confidentiality), 10 (Third Parties), 13 (General) and 14 (Governing Law and Jurisdiction) shall survive the termination or expiry of this Agreement.

13 GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 13.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

National audit for mental health Service User Survey

Why you are being asked to complete this questionnaire:

The Government expects the NHS to offer service users a high standard of care in line with national best practice. To see whether or not that care is being offered, it runs 'audits'.

This national audit of mental health exists to see whether people who use mental health services are getting the best support available.

Your views are an incredibly important part of this audit, which is why you and hundreds of other people who have experience of mental health services are being approached to fill in the questionnaire.

Frequently asked questions:

Please read the Frequently Asked Questions sheet, which was included with this questionnaire. This will answer the questions:

- What is this national audit of mental health?
- How do my views feed into this audit?
- How do I get help completing the questionnaire?
- Will anyone know what I've said?
- How can I find out the results of this national audit of mental health?
- When does the questionnaire need to be completed by?

How to complete the questionnaire:

Please complete this paper copy of the questionnaire and return it in the Freepost envelope provided by the 30th November 2011. You do not need a stamp.

If you would prefer, you can complete this questionnaire online by following the instructions at: www.rcpsych.ac.uk/quality/nas.

Please try to complete as many questions as you can and as honestly as you can. The pages of the questionnaire are double sided; there are 22 questions to answer in total.

Your name is not required on this questionnaire. We will not be able to identify your personal responses. Your answers are confidential and cannot be linked to you.

About your mental health medication(s)

Q1-Q5 relate to the last time you had a new medication prescribed for your mental health. (If you have never been prescribed medication for your mental health please tick 'I can't say').

Q1 Was the purpose of the medication explained to you?

Yes, in a way I could easily understand

Yes, but not in a way I could easily understand

No, not at all

I can't say

Q2 Were the side effects of the medication discussed with you?

Yes, in a way I could easily understand

Yes, but not in a way I could easily understand

No, not at all

I can't say

Q3 Do you think your views were taken into account when deciding which medication to take?

Yes, definitely

Yes, to some extent

No

I can't say

Q4 Were you given written information about the medication (or an appropriate alternative, if written information is not easily accessible for you)?

Yes

No

I can't say

Q5 Was this information written or presented to you in a way you could easily understand?

Yes, definitely

Yes, to some extent

No

I can't say

Aspects of your physical health care

Q6

In the past 12 months, have you had a general physical health check-up with your mental health team, psychiatrist, GP or practice nurse?

Yes.....	<input type="checkbox"/>
No	<input type="checkbox"/>
I can't say.....	<input type="checkbox"/>

Example copy

About what is happening in your life

Each question in this section contains a statement about a particular aspect of your life, followed by a question about how your experience relates to this statement.

There are a few things you should bear in mind while completing the next section:

1. These questions are about what is happening in your life. It is not about anybody else
2. This is not a test. There are no right or wrong answers
3. Each question asks how things are at the moment

The place you live in should meet your individual needs.

You shouldn't have to worry about having to move out, and it shouldn't be too out-of-the-way. You should be able to come and go when you want, be alone when you want and not be harassed by the people you live with, by staff or by neighbours.

Q7 How does the place you live in compare with the above description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should have enough money to pay bills, stay out of debt and not miss meals. You should not have to feel isolated or cut off from society because of lack of money.

Q8 How does your money situation compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

Many people find they need help with claiming benefits, filling in forms, and working out how to manage their money. You should get as much help as you need to do these things.

Q9 How does the help you get compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should have the opportunity of spending your day in some form of regular and meaningful activity. This could be working, studying, training, going to a day centre or to a day hospital.

Q10 How does the way you spend your day compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

Mental illness can affect a person's relationships with the people he or she cares most about. You should be able to maintain good relationships with the people closest to you.

Q11 How do your relationships compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should have the opportunity to mix with people and form new friendships and relationships. To make this possible, you should have enough money, access to transport if you need it, and the use of a phone.

Q12 How does your social life compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should be given as much information as you want or need about the services and treatments available to you, about the Mental Health Act and how it works, and about the mental health system generally.

Some people find it helpful to have someone like them (such as another service user or a member of the same community) to explain things to them. The information you are given should be clear and easy to understand, and should be available as and when you need it.

Q13 How does the information and advice you get compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should be able to get help from your local mental health services when you need it, throughout the week, at any time of the day or night.

- Q14** How does your ability to get help from the mental health services compare with this description? (please tick one box only)
- As good as this
- Worse than this
- Very much worse than this.....

A range of services should be available to you, and you should be able to choose those which best meet your needs, including complementary/alternative therapies, counselling and psychotherapy.

You should have a choice about the mental health workers you meet with regularly (for example being able to choose their sex or ethnic background), and be able to change workers if you don't get on.

- Q15** How does the range of choice you have compare with this description? (please tick one box only)
- As good as this
- Worse than this
- Very much worse than this.....

Doctors, nurses, social workers and other mental health workers should show you respect, be honest with you and discuss things with you in a way you can understand.

They should be trustworthy and do what they say they will. They should offer regular appointments, not miss appointments and not keep you waiting. They should keep information about you confidential or ask your permission before passing it on to others. If they pass on information, it should be accurate and save you from having to repeat yourself to new mental health workers.

- Q16** How does your situation compare with this description? (please tick one box only)
- As good as this
- Worse than this
- Very much worse than this.....

Mental health workers should not pressurise you to do anything you don't want to, or take decisions on your behalf without getting your permission first. Even if you have been 'sectioned', people should listen to you and take your opinions seriously.

Q17 How does your situation compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should be able to put your views across to people in authority. This can be difficult for several reasons, such as the effects of medication, if English is not your first language, or if the situation is frightening or intimidating.

If you want, you should have someone (an advocate) to help or support you, or speak for you. You should feel this person really understands what you want and genuinely represents your views when he/she speaks on your behalf.

Q18 How do your circumstances compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

You should feel safe and other people should not harass, exploit, victimise or be violent towards you. You should not experience stigma or discrimination at home, at work, from mental health workers, police or any other section of the community.

People should not discriminate against you because of your race, culture, religion, sex, sexual orientation, physical or mental disability or for any other reason.

Q19 How do people treat you compared with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

Medication should only be given to relieve symptoms of mental ill-health and to reduce your distress. All medication can have unwanted effects, but these should not cause more disruption to your life than improvement.

Q20 How does your medication compare with this description? (please tick one box only)
(leave blank if you are not currently taking any medications)

- As good as this
- Worse than this
- Very much worse than this.....

You should be able to get the treatment and care you need for your physical health when you need it, whether you are in hospital or living at home.

You should be able to be registered with a GP and have regular check-ups from a dentist. You should have access to other types of care, such as opticians, chiropodists, physiotherapists and so on

Q21 How does your physical health care compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

The people who give you physical health care should listen to you, show you respect and take your condition seriously

Q22 How does your situation compare with this description? (please tick one box only)

- As good as this
- Worse than this
- Very much worse than this.....

Thank you and next steps

Please now return your questionnaire in the Freepost envelope provided. You do not need a stamp.

Thank you for taking part in this national audit for mental health.

If you no-longer have the Freepost envelope please return this questionnaire in a stamped addressed envelope to: NAS Team, 4th Floor, Standon House, 21 Mansell Street, London, E1 8AA.