

TRIANGLE CONSULTING SOCIAL ENTERPRISE LTD

SUPPLEMENTARY LICENCE AGREEMENT FOR OUTCOMES STAR™

THIS AGREEMENT (hereafter called the “Supplementary Licence Agreement”) is made BETWEEN:

- (1) TRIANGLE CONSULTING SOCIAL ENTERPRISE LTD, a company registered in England and Wales, company number 07039452, whose registered office is at Preston Park House, South Road, Brighton, East Sussex BN1 6SB, United Kingdom (“Triangle”); and
- (2) [**insert name of Client**], a [company registered in England and Wales, company number [**insert company number of Client**]], whose [registered] office is at [**insert [registered] office of Client**] (“Client”)

(each of Triangle and the Client being a “party” and together the “parties”).

Background:

- A. Client is a customer of Triangle under Triangle’s standard form of Licence, Training and Services Agreement (the “Primary Agreement”).
- B. Client has requested permission under the terms of the Primary Agreement to use the Licensed Intellectual Property in Non-Triangle Software.
- C. Client has informed Triangle of the name of the Non-Triangle Software in which they want to reproduce the Licensed Intellectual Property.
- D. This Supplementary Licence Agreement is supplementary to the Primary Agreement and does not terminate or replace any clauses in the Primary Agreement, save as provided herein.

Agreed Terms:

1. Definitions

- 1.1. Terms defined in the Primary Agreement shall have the same meanings in this Supplementary Licence Agreement, save as provided herein.
- 1.2. The following terms have the following meanings in this Supplementary Licence Agreement:

- 1.2.1. "Build" means full and clear details and description of how the Client will use the Licensed IP and how the Licensed IP will be reproduced and used in the Non-Triangle Software;
- 1.2.2. "Build Plan" means the documentation describing the planned Build, completed by the Client using the Triangle template provided at www.outcomesstar.org.uk/direct-build-resources1;
- 1.2.3. "Handbook - Requirements" means the requirements for the planned Build, available at www.outcomesstar.org.uk/direct-build-resources1;
- 1.2.4. "Licence" means the secondary licence granted by Triangle to the Client under clause 3;
- 1.2.5. "Licensed Intellectual Property" or "Licensed IP" means Intellectual Property Rights which Triangle owns or has been granted rights to and has licensed to the Client for use under the terms of the Primary Agreement - comprising each of the published versions of the Outcomes Star listed on <http://www.outcomesstar.org.uk>, materials relating to training and use of the Outcomes Star, and/or any other Materials or Triangle Software created by Triangle. The Licensed Intellectual Property includes, but is not limited to, the names of each Outcomes Star version, the Outcomes Star graphics, the outcome areas, Journey of Change stage names, short and long scale descriptors in the Materials;
- 1.2.6. "Licensed IP Notices" means the following 2 notices:

"© Triangle Consulting Social Enterprise Ltd, all rights reserved. Used under licence. See www.outcomesstar.org.uk" and

"[*insert name of third party*] acknowledges that all intellectual property rights in Outcomes Star and related content belong to Triangle Consulting Social Enterprise Ltd and are reproduced only for [*insert Client name*] under the terms of their licence agreements with Triangle Consulting Social Enterprise Ltd";
- 1.2.7. "Non-Triangle Software" means any software not provided by Triangle, in which the Licensed Intellectual Property could be reproduced or used, including software owned by the Client, software owned by a third-party and managed by the Client or software owned and managed by a Licensed Software Provider;
- 1.2.8. "Triangle Email" means info@triangleconsulting.co.uk;
- 1.3. The headings in this Supplementary Licence Agreement do not affect its interpretation.
- 1.4. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Supplementary Licence Agreement and a reference to

this Supplementary Licence Agreement includes its schedules, appendices and annexes (if any).

- 1.5. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. Licence commencement and duration

- 2.1. Subject to clauses 2.2 and 3 and 5, the Licence shall commence from the date the Client signs, dates and returns this Supplementary Licence Agreement to the Triangle Email.
- 2.2. The Licence is only effective for so long as the Licence Term under the Primary Agreement continues in full force and effect. Any termination or expiry of the Licence Term for any reason shall automatically and immediately terminate the Licence.

3. Licence Terms

- 3.1. Triangle grants a non-exclusive licence to the Client to reproduce the Licensed IP in the Non-Triangle Software, subject to the following:
 - 3.1.1. Before the Client can use the Licensed IP in any Non-Triangle Software, the Client must send full and clear details of the proposed Non-Triangle Software to the Triangle Email and Triangle must confirm by email reply that the Non-Triangle Software is approved ("Approved Non-Triangle Software");
 - 3.1.2. The Licence is only applicable to Approved Non-Triangle Software and does not entitle the Client to reproduce the Licensed IP in any other software;
 - 3.1.3. The Client shall at all times comply with the Handbook - Requirements;
 - 3.1.4. The Client does not have any rights to re-sell or distribute the Licensed IP outside of the Client's organisation, which does not include other group companies, parent or subsidiary or associated undertakings;
 - 3.1.5. Neither the Client nor any third party involved in the Build may share or in any way distribute to anyone else any details of the Build or copies of any of the Build content without prior written consent from Triangle.
- 3.2. If the Client wishes to use any further versions of the Outcomes Star in Non-Triangle Software, the Client must first send a written request to the Triangle Email and await approval or rejection of such use by reply from the Triangle Email.
- 3.3. Neither Triangle nor the Client nor any third party involved in the Build may communicate or publicise or announce to anyone else the fact of the reproduction of the Licensed IP in the Non-Triangle Software or any other details of this Supplementary Licence Agreement without prior written consent of the parties.

4. Triangle responsibilities

- 4.1. Triangle will fulfil all its responsibilities under clauses 5 to 7 in reasonable time frames.
- 4.2. Triangle will provide a named contact to support the Client with clauses 5 to 7.
- 4.3. Triangle will provide the Licensed IP in raw text CSV file format, with Jpeg/PNG of Outcomes Star visuals and Journey of Change.
- 4.4. If further resources are reasonably and necessarily required by the Client, Triangle will use its reasonable endeavours to provide those where possible without additional charge to the Client. However, if Triangle notifies the Client that material work will be involved, the parties will first have to agree the scope and charges for such work.

5. Client requirements pre-Build

- 5.1. Client agrees not to reproduce the Licensed IP in Non-Triangle Software unless and until the following requirements have been completed:
 - 5.1.1. Client has sent the Build Plan to the Triangle Email; and
 - 5.1.2. Triangle has confirmed by email reply that the Build Plan is approved to proceed (the "Go Ahead").

6. Client requirements during the Build

- 6.1. Client shall at all times use its best efforts to ensure that the Build complies with the Build Plan and with the Handbook - Requirements.
- 6.2. Client shall regularly update Triangle on the progress and milestones of the Build.
- 6.3. Client must promptly notify Triangle in writing if the Build at any time deviates from the Build Plan.
- 6.4. Client shall arrange a meeting with Triangle when the Build is completed or nearly completed (the "Build Review Meeting"), at which the Client shall:
 - 6.4.1. demonstrate the Build to Triangle, and
 - 6.4.2. detail all reproductions of the Licensed IP to Triangle, and
 - 6.4.3. demonstrate to Triangle how the Build meets the requirements of the Build Plan and the Handbook - Requirements.
- 6.5. If Triangle is in its sole discretion satisfied with all the aforesaid elements at the Build Review Meeting, Triangle will issue an approval certificate with an approval logo (the "Approval").
- 6.6. If Triangle in its sole discretion notifies the Client that it will not be issuing the Approval, the Client shall promptly remove all reproductions of the Licensed IP and cease any

further work on the Build until a new Build Plan has been submitted and has received the Go Ahead.

7. Client requirements post Approval of Build

- 7.1. After Approval the Client warrants and undertakes to promptly notify Triangle in writing (a "Change Notice") if there are any material changes to the Build in respect of which Triangle issued Approval.
- 7.2. Triangle shall review the Change Notice and shall notify the Client in writing if any change to the Build is required in order for the Approval to continue in force (a "Rectification Notice"), or whether the Approval is unaffected. If a Rectification Notice is issued, the Client must implement the requirements of such notice and demonstrate compliance to Triangle within 60 days of the Rectification Notice, failing which the Approval is immediately withdrawn and the License is immediately terminated.

8. Access to Licensed IP

- 8.1. Client must ensure that only Client Personnel who have complied with all applicable requirements under the Primary Licence and completed all training requirements under the Primary Licence have access to the Licensed IP in the Non-Triangle Software.
- 8.2. Client must ensure that the Build and all subsequent changes are carried out and implemented only in accordance with the requirements of clauses 5 to 7 and only by people with the appropriate level of software developer skills and organisational administrative responsibility and who are acting at all times in accordance with clauses 5 to 7.
- 8.3. Save as provided for in 8.1 and 8.2, the Client must ensure that nobody else can change or adapt Licensed IP in the Non-Triangle Software.

9. New editions of Licensed IP

- 9.1. Triangle regularly publish new editions of existing Outcomes Stars and publishes guidance for organisations on how to manage transition to later editions from a practice and data perspective. Triangle will endeavour to provide Client with 60 days notice of new edition publication dates.
- 9.2. Client must use all reasonable efforts to update the Licensed IP in Non-Triangle Software to any notified new edition within 1 year from notification date. Failure to do so shall entitle Triangle to immediately terminate the Licence by written notice.

10. Third parties

- 10.1. No third party who gains access to the Licensed IP through this Supplementary Licence Agreement or the Client's Build has permission to further reproduce or resell the Licensed IP.
- 10.2. If the Licensed IP is either reproduced in software where the intellectual property of that software is owned by a third party, or reproduced by a third party in software, in both cases the Client must ensure that the third party acknowledges the terms of the Licence and the Primary Agreement by publishing, in suitably prominent locations for each use of the Licensed IP, the Licensed IP Notices. Before any such reproduction of the Licensed IP goes into use, the Client must provide satisfactory evidence to Triangle of the appropriate inclusion of the Licensed IP Notices. Failure to do so shall entitle Triangle to immediately terminate the Licence by written notice.

11. Termination

- 11.1. If at any time the Build deviates from the Build Plan, Triangle may cancel the Go Ahead and may either set out conditions and requirements for the Go Ahead to be re-instated, or Triangle may terminate the Licence.
- 11.2. This Supplementary Licence Agreement shall automatically terminate if the Client or any third party for whose actions the Client is responsible hereunder (or Triangle reasonably believes that the Client or third party) breaches or fails to comply with any term or part thereof of this Supplementary Licence Agreement and the Client does not remedy such breach within fourteen (14) days of written notice from Triangle. In such circumstances: any rights granted by this Supplementary Licence Agreement will immediately cease on termination and the Client will no longer access or use or permit the use of the Licensed IP in any Non-Triangle Software and any copy in any format shall immediately be deleted in accordance with Triangle's instructions or be returned to Triangle, as Triangle shall specify.
- 11.3. The termination rights and remedies given to the parties in this Supplementary Licence Agreement are in addition to, without prejudice to, and not exclusive of, any and all other rights or remedies given to them whether by this Supplementary Licence Agreement, by law or otherwise and all such rights and remedies are cumulative.

12. Consequences of Termination

- 12.1. Immediately following the termination or expiry of the License or this Supplementary Licence Agreement for any reason, the Client must:
 - 12.1.1. remove or disable all Licensed IP from all Non-Triangle Software; and

- 12.1.2. promptly thereafter provide written confirmation signed by a director or other senior officer of the Client that clause 12.1.1 has been fully complied with.
- 12.2. The termination of this Supplementary Licence Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of a party that shall, or may, have accrued prior to such termination.
- 12.3. Following the termination or expiry of the License or this Supplementary Licence Agreement for any reason, the Client is entitled to retain completed paperwork, data collected and digital records thereof stored during the term of the Licence.

13. Force Majeure

- 13.1. Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this Supplementary Licence Agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party in writing of the nature and extent of such events. If such circumstances continue for a continuous period of more than 28 days, either party may terminate this Supplementary Licence Agreement by written notice to the other party.

14. General

- 14.1. Any rights given cannot be transferred, sold, rented or shared in any way by the Client.
- 14.2. Triangle reserves the right to assign and/or sub-contract their obligations under this Supplementary Licence Agreement.
- 14.3. Failure or neglect by either party to exercise any of its rights or remedies under this Supplementary Licence Agreement will not be construed as a waiver of that party's rights, nor in any way affect the validity of the whole or part of this Supplementary Licence Agreement, nor prejudice that party's right to take subsequent action.
- 14.4. Each clause or any part at all of this Supplementary Licence Agreement is to be regarded as independent of the others. This means that should any clause or any part of this Supplementary Licence Agreement be found to be unenforceable or invalid, it will not affect the enforceability or validity of the rest of this Supplementary Licence Agreement.

15. Notices

- 15.1. Any notice to be given by either party to the other may be sent by either email, or recorded delivery to the most recent email address or address notified to the other party, and if sent by email, shall be deemed to be received on the day it was sent provided that the sender has proof of sending, or if sent by recorded delivery, shall be deemed to be served two Working Days following the date of posting.

16. Entire Agreement, Variation and Termination

16.1. The Supplementary Licence Agreement together with the Primary Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. The Supplementary Licence Agreement may only be varied either by:

16.1.1. written document signed by duly authorised signatories of both parties; or

16.1.2. Triangle publishing amendments to this Supplementary Licence Agreement on its website and communicating these to the Client by email (an "Amendment Email") following which the Client shall be entitled to terminate the Supplementary Licence Agreement by giving at least 30 days written notice to Triangle within 10 days of the date of the Amendment Email and in the absence of any such termination notice the amendments shall become fully binding and effective 11 days after the date of the Amendment Email.

16.2. The Primary Agreement continues in full force and effect between the parties, save as may be varied herein. If there is any inconsistency between the terms of the Supplementary Licence Agreement and the Primary Agreement, the terms of the Supplementary Licence Agreement shall prevail.

17. Governing Law and Jurisdiction

This Supplementary Licence Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

Agreement of the parties:

By their below signatures and in consideration of the mutual undertakings of the parties, each party agrees to be bound by the provisions of this Supplementary Licence Agreement.

Signed by Sarah Owen, Director

On this date

for and on behalf of **TRIANGLE CONSULTING
SOCIAL ENTERPRISE LIMITED**

Signed by [NAME OF DIRECTOR and JOB TITLE]

On this date

for and on behalf of **[NAME OF CLIENT]**