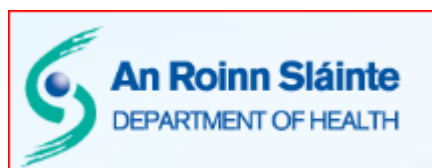


**SNOMED Clinical Terms**  
**National Release Centre of Ireland**

**Irish National Release Affiliate**  
**Licence Agreement**



Status	<input type="checkbox"/> Draft <input type="checkbox"/> Complete, Awaiting approval <input checked="" type="checkbox"/> Approved
Version	1.0

## Contents

Contents .....	2
Version History .....	2
Distribution for Approval.....	2
IMPORTANT NOTICE .....	3
1. Defined Terms .....	4
2. Grant Of License .....	4
3. Extensions and Derivatives .....	5
4. Modifications to the International Release .....	6
5. Term and Termination .....	7
6. New Versions and Changes to License Terms .....	8
7. License Fees .....	8
8. Protection of the Licensor's Intellectual Property .....	9
9. Use in Member Territories and Non-Member Territories.....	10
10. Affiliate Status .....	11
11. Representations and Warranties .....	11
12. Limitation of Liability .....	11
13. Assignment .....	12
Appendix A .....	14
Appendix B.....	18

## Version History

Version Date	Version	Contributor
11/02/2019	V 0.1	Theresa Barry
11/03/2019	V 0.2	Helen Lambert
27/03/2019	V0.3	Chris Meehan

## Distribution for Approval

Approval Authority	Name	Version Date	Approval Date

**IMPORTANT NOTICE** – Please read this document carefully and ensures you understand the terms and conditions outlined.

This is a Licence Agreement between (1) **The Health Services Executive (HSE) acting through its agency National Release Centre (NRC) SNOMED CT Ireland, Aras Slainte, Wilton, Cork. Ireland T12 XRRO** (the "**Licensor**") and (2) the person or organisation to which the Irish National Release of SNOMED CT is distributed or otherwise made available (the "**Licensee**").

The Irish National Release comprises the International Release of SNOMED CT together with the Irish National Extensions and Irish National Derivatives and other documents and software. The licence terms for the International Release of SNOMED CT, Irish National Extensions and Irish National Derivatives are set out in this Licence Agreement.

By downloading, accessing or using any part of the Irish National Release of SNOMED CT, or exercising any rights granted under this Licence Agreement, the Licensee agrees to be bound by the terms of this Licence Agreement which includes the SNOMED CT International Release Affiliate Licence.

License Fees and other conditions and restrictions apply to the use of the International Release of SNOMED CT in a Non-Member Territory, and to the deployment, distribution and licensing of Licensee Products within a Non-Member Territory. In this regard the Licensee's attention is drawn in particular to **clause 7 (License Fees)** and **clause 9 (Use in Member Territories and Non-Member Territories)**.

## 1. Defined Terms

In this License Agreement, terms defined in Appendix a (Defined Terms) have the meanings set out in that Appendix.

## 2. Grant of License

2.1 The Licensor grants the Licensee, subject to the terms of this License Agreement, a perpetual (subject to revocation in accordance with **clause 5**), worldwide, non-exclusive, non-transferable license for the term of this License Agreement to:

2.1.1 Use, and permit the Licensee's officers, employees, agents and contractors to use, the Irish National Release;

2.1.2 incorporate the Irish National Release into Licensee Products, and distribute Licensee Products under a sub-license in accordance with **clause 2.1.4**;

2.1.3 modify the manner of formatting of the copy of the SNOMED CT Core distributed to the Licensee as part of the International Release or as part of a Member's National Release; and

2.1.4 subject to **clause 5.8**, grant sub-licences of the International Release to End Users to the extent necessary for the End Users to use the Licensee Products.

2.2 The Licensee may only use the Irish National Release, and must ensure that its officers, employees, agents and contractors only use the Irish National Release:

2.2.1 for the Licensee's internal business purposes (including other Licensee Products along with the licensing and distribution by the Licensee of the Licensee Products);

2.2.2 in the development and operation of the Licensee's information systems;

2.2.3 For the Licensee's research purposes; and/or

2.2.4 in the Licensee's systems (including browsers and data analysis systems) made available to the general public for accessing and/or retrieving any part of the Irish National Release and/or data encoded using the foregoing, provided that users of those systems are not able to extract any substantial portion of SNOMED CT and provided further that no fee is charged for access to those systems except where access is incidental to the provision of training or consulting services.

2.3 The Licensee is not permitted to translate any part of the Irish National Release into any other human language without the prior written consent of the Licensor.

2.4 Each sub-license granted by the Licensee under **clause 2.1.5** must:

2.4.1 not grant the End User any greater rights in respect of the Irish National Release than the Licensee itself has under this License Agreement;

2.4.2 not permit the End User to do any act or thing in respect of the Irish National Release that the Licensee is prohibited from doing under this License Agreement;

2.4.3 not permit the End User to sub-license or transfer any of its rights under the sub-license (unless the End User is also an Affiliate, in which case that Affiliate shall be entitled to sub-license further its rights under the sub-license with the Licensee, subject to the same restrictions as apply to sub-licensing the Irish National Release under the Affiliate's license agreement with the Licensor);

2.4.4 Terminate automatically upon termination of this License Agreement;

2.4.5 provide that the End User may apply directly to the Licensor upon receiving notice that the sub-license will terminate in accordance **clause 2.4.4**, and that the Licensor may in such circumstances (but shall not be obliged to):

- a) grant the End User a license in respect of the Irish National Release for a limited period in order to enable the End User to continue to use the Licensee Products that are subject to the sub-license during that period; or
- b) give the End User an assurance or undertaking that for a limited period the Licensor will not seek to prevent the End User from using the Licensee Products; and

2.4.6 Permit the Licensee to disclose the terms of the sub-license to the Licensor in accordance with **clauses 7 and 8**.

2.5 If the Licensee becomes aware of any material error or change or correction needed in the Irish National Release, the Licensee agrees to advise the Licensor promptly of such error, change or correction by following the Licensor's procedures for change notification that the Licensor prescribes by Regulations and notifies to the Licensee from time to time.

2.6 The Licensee shall comply with the Internet security measures that the Licensor prescribes by Regulations and notifies to the Licensee from time to time.

### **3. Extensions and Derivatives**

3.1 The Licensee may not create any Standards-Based Extension or any Standards Based Derivative unless it has first been issued with a Namespace Identifier by or on behalf of the Licensor.

3.2 The Licensee may request that the Licensor issue it with a Namespace Identifier, and the Licensor shall not unreasonably refuse to do so taking into account amongst other things quality assurance, governance processes, Standards and Regulations.

3.3 The Licensee shall ensure that all Standards-Based Extensions and Standards Based Derivatives that the Licensee creates under this License Agreement are created in accordance with, and comply with, all applicable Standards (including, without limitation, as to the use of Namespace Identifiers).

3.4 Subject to **clauses 3.5 and 3.6**, the Licensee shall own all Intellectual Property Rights in all Extensions and Derivatives that the Licensee creates under this License Agreement. The Licensee may not assign or otherwise transfer those Intellectual Property Rights to any other person unless (i) that person is an Affiliate and, in the case of Standards-Based Extensions or Standards-Based Derivatives, has a Namespace Identifier; and (ii) the transfer is notified in writing to the Licensor within thirty (30) days after the transfer.

3.5 The Licensee shall, if requested by the Licensor, transfer to the Licensor or a Member nominated by the Licensor all of its Intellectual Property Rights in such Standards-Based Extensions (or parts thereof) as the Licensor may specify.

3.6 The Licensee shall, if requested by the Licensor and agreed by the Licensee in the Licensee's sole discretion, transfer to the Licensor or a Member nominated by the Licensor all of its Intellectual Property Rights in such Standards-Based Derivatives as the Licensor may specify.

3.7 Upon the transfer to the Licensor, or to a Member, of the Intellectual Property Rights in any Standards-Based Extension (or part thereof) or Standards-Based Derivative in accordance with **clauses 3.5 or 3.6**:

3.7.1 responsibility for the maintenance and distribution of that Extension (or part thereof) or Derivative shall also transfer from the Licensee to the Licensor or the Member (as the case may be); and

3.7.2 the Licensor hereby grants a license back to the Licensee from the Licensor or will procure from the Member a license back to the Licensee (as the case may be) of that Extension (or part thereof) or Derivative, on the same terms as apply to the Irish National Release under **clause 2** of this License Agreement, until that Extension (or part thereof) or Derivative becomes part of the International Release or the Member's National Release (as the case may be).

#### **4. Modifications to the Irish National Release**

4.1 Subject to **clause 2.1.3**, the Licensee may not modify any part of the SNOMED CT Core distributed as part of the Irish National Release or as part of a Member's National Release.

4.2 Subject to any express and specific statement to the contrary in the documentation distributed as part of the Irish National Release, the Licensee may not modify any of the documentation (including Specifications) or software (unless provided in source code form) distributed as part of the Irish National Release.

4.3 The Licensee may, by written notice, request the Licensor to modify the Irish National Release. Upon receipt of such written notice, the Licensor shall consult with the Licensee and shall give due consideration as to whether the proposed modification should be made based on the Licensor's editorial guidelines and policies. Following due consideration of the matter, including consideration of any information presented by the Licensee, the Licensor shall inform the Licensee whether the proposed modification shall be made and if the Licensor agrees that the proposed modification should be made, the Licensor shall give a non-binding indication of when, reasonably and in good faith, it anticipates that the proposed modification will be made. If the Licensee would like the content of the proposed modification to be developed more quickly than the Licensor has indicated, the Licensee may itself undertake or procure the undertaking of the development of the content of the proposed modification (outside of any existing Licensor's support services contract). On receipt of the developed content of the proposed modification, the Licensor will then give due consideration as to whether the developed content meets the Licensor's quality assurance, other governance processes, Standards and Regulations. If the developed content meets the Licensor's quality assurance, other governance processes, Standards and Regulations then the Licensor shall incorporate the modification into the Irish National Release according to its schedule which will give due consideration as to when the proposed

modification shall be incorporated into the Irish National Release taking into account other proposals for the modification of the Irish National Release and the work required to include the proposed modification in the Irish National Release.

## 5. Term and Termination

5.1 This License Agreement shall commence on the date on which it comes into effect in accordance with the notice at the beginning of this License Agreement, and shall continue until terminated in accordance with this **clause 5**.

5.2 Either party may terminate this License Agreement if the other party commits a material breach of any of its obligations under this License Agreement (which, in the case of the Licensee, shall include, without limitation, any failure to pay License Fees when due under **clause 7**) in accordance with the following procedure:

5.2.1 the party seeking to terminate the License Agreement (the "**Terminating Party**") shall serve an escalation notice (the "**Escalation Notice**") on the other party (the "**Defaulting Party**") requiring the Defaulting Party to nominate a member of its senior management team to meet with a member of the Terminating Party's senior management team to seek to resolve in good faith the matter giving rise to the service of the escalation notice .

5.2.2 The representatives of the parties identified in accordance with **clause 5.2.1** shall meet in good faith to seek to resolve the matter. If they are unable to resolve the matter within 45 days of the date of the Escalation Notice the Terminating Party may serve a formal breach notice (the "**Breach Notice**") on the Defaulting Party requiring it to remedy the breach within 90 days.

5.2.3 If the Defaulting Party does not remedy the breach within 90 days of the date of the Breach Notice the Terminating Party may terminate the License Agreement by giving 180 days' written notice to the Defaulting Party (the "**Termination Notice**").

5.3 Neither party may terminate this License Agreement except in accordance with this **clause 5**.

5.4 The Licensee may terminate this Licence Agreement by giving up to twelve (12) months' prior written notice to the Licenser except that, if notice has been given under the equivalent clause in the Licensee's Affiliate licence for the International Release, this Licence Agreement shall terminate at the same time as the licence for the International Release.

5.5 Upon termination of this License Agreement in accordance with this **clause 5**, all licenses granted under this License Agreement shall automatically and immediately be revoked.

5.6 The Licensee shall, by no later than forty five (45) days after termination of this License Agreement for any reason, remove all copies of the International Release from its computer systems and destroy all copies of electronic, paper copy and other media containing or representing any part of the International Release. The Licensee shall, if requested by the Licenser, certify in writing to the Licenser that the Licensee has complied with its obligations under this **clause 5.6**.

5.7 The Licensee shall, as soon as reasonably practicable following either party giving a Termination Notice for any reason, and in any event by no

later than ninety (90) days after such Termination Notice is given, give written notice of such termination to each End User that the Licensee reasonably believes to be a current user of a Licensee Product.

5.8 The Licensee may not grant any new sub-license under **clause 2.1.5** after either party has given notice under **clauses 5.2 or 5.4**.

5.9 The Licensors shall be entitled to publicize the termination of this License Agreement to such persons (including Members, other Affiliates of the Licensors and End Users) and in such manner as it sees fit.

5.10 **Clauses 5.6, 5.7, 5.8, 5.9, 5.11, 5.12, 7, 8 and 10 to 14** inclusive shall survive termination of this License Agreement.

5.11 The Licensee shall, by no later than thirty (30) days after termination of this License Agreement for any reason, submit a statement of account in accordance with **clause 7.2** in respect of all periods that have not previously been covered by a statement of account under that clause.

5.12 Any termination of this License Agreement, for any reason, is without prejudice to the accrued liabilities of each party as at the date of termination (including, without limitation, any liability of the Licensee to pay License Fees that has accrued as at the date of termination), or to the Licensee's obligation to pay License Fees arising from the statement of account submitted under **clause 5.11**.

## **6. New Versions and Changes to License Terms**

6.1 The Licensors shall notify the Licensee when each new version of the Irish National Release is made available and there shall be a mechanism for the Licensee to access or obtain copies of the new version of the Irish National Release. The Licensee shall be liable for any reasonable distribution charge, if applicable, established by the Licensors for each copy of the new version of the Irish National Release.

6.2 Within one-hundred and eighty (180) days after the Licensors has notified the Licensee of the release of a new version of the Irish National Release, the Licensee must upgrade the version of the Irish National Release in its own systems and in the Licensee Products to that new version (or alternatively, if a subsequent version of the Irish National Release is or has been released during the 180-day period, to that subsequent version at the Licensee's option).

6.3 The Licensors may vary the terms of this License Agreement by giving written notice to the Licensee. Any such variation shall take effect not less than ninety (90) days after the notice is given, as specified in the notice. If the Licensee does not wish this License Agreement to continue subject to the variation, the Licensee may terminate this License Agreement in accordance with **clause 5.4**, and if the Licensee gives notice of such termination before the variation takes effect then the variation shall not apply as between the Licensors and the Licensee.

## **7. License Fees**

7.1 At the commencement of this Licence Agreement, no licence fees charges, usages fees or royalties are payable in respect of the Irish National Release.

7.2 The Licensors may by virtue of **clause 6.3**, amend this Licence Agreement so that licence fees, charges, usage fees and/or royalties are payable in respect of the Irish National



Release and provide for payment of interest in case of default.

## **8. Protection of the Licensors' Intellectual Property**

8.1 Nothing in this License Agreement transfers to the Licensee any right, title or interest in or to the Intellectual Property Rights in the Irish National Release or any part of it, or grants the Licensee any license in respect of the Irish National Release or any part of it except as expressly set out in **clause 2**.

8.2 The Licensee shall not:

8.2.1 use any trademark or service mark (or any registrations thereof) other than the Licensors' trademarks, in any name that includes the word "SNOMED" or that is confusingly similar to SNOMED CT or any other similar trademark;

8.2.2 apply for any trade mark or service mark (or any registrations thereof) in any name that includes the word "SNOMED", or that is confusingly similar to SNOMED, SNOMED CT or any other similar trade mark;

8.2.3 Abbreviate the marks SNOMED or SNOMED CT; or

8.2.4 do anything with respect to the foregoing trademarks that damages or could reasonably be deemed to reflect adversely on the Licensors or such trade marks.

8.3 The Licensee shall:

8.3.1 include the following notice on all media on which the Licensee Products are distributed and on the documentary form of each sub-license granted by the Licensee under **clause 2.1.4**:

**"This material includes SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organisation (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO."**

8.3.2 Specifies in all media on which any Licensee Product is distributed the version and date of the Irish National Release contained in the Licensee Product.

8.4 The Licensee shall maintain quality standards with respect to modifying, supplementing, marketing and distributing the Licensee Products, and any services relating thereto, that are in accordance with applicable law and are at least as stringent as the Regulations developed by the Licensors and published by the Licensors from time to time.

8.5 Upon reasonable written notice from the Licensors, the Licensee shall provide the Licensors with representative samples of materials, software products, advertising, agreements for use of the Licensee Products (other than the terms of those agreements that are unrelated to the Licensors' rights and obligations under this License Agreement) and/or other written materials relating to the Licensee's use of the Irish National Release and the Licensors' trade marks to enable the Licensors reasonably to ascertain the Licensee's compliance with its obligations under this License Agreement. In

the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this **clause 8.5** more frequently than once per year.

8.6 If any use of the Irish National Release (including without limitation use through a Licensee Product) is reasonably determined by the Licensor to be below the standards of quality required under this License Agreement, the Licensor shall notify the Licensee of such deficiency in writing. Upon receipt of such notice, the Licensee shall take all necessary steps to correct such deficiency (including such steps as the Licensor may reasonably specify).

8.7 The Licensee shall maintain a complete, accurate and up-to-date register of all sub-licenses granted by the Licensee under **clause 2.1.4**, and shall make that register available for inspection during normal business hours by the Licensor and its representatives upon the Licensor giving not less than fourteen (14) days' prior written notice. The register maintained by the Licensee under this **clause 8.7** shall at a minimum contain the following information in respect of each sub-license: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-license; and the version of the Irish National Release included in that Licensee Product. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this **clause 8.7** more frequently than once per year.

## **9. Affiliate Status and Licensee Obligations**

9.1 The Licensee may only exercise its rights under this License Agreement in a Member Territory namely Ireland in accordance with such conditions as the Member for that Member Territory may prescribe from time to time.

9.2 Conditions prescribed by a Member under **clause 9.1** may:

9.2.1 include, without limitation, a requirement that the Licensee notify the Member before exercising its rights under this License Agreement in Ireland and a requirement that the Licensee enter into a license agreement with the Member in respect of that Member's National Release; and

9.2.2 relate to the International Release, the Member's National Release or any part of either of them.

9.3 The Licensee shall notify the Licensor (and, if the Licensee's registered office or principal place of business is situated in a Member Territory, shall also notify the Member for that Member Territory) in writing before exercising its rights under this License Agreement in any Non-Member Territory in respect of which the Licensee has not previously given notice under this **clause 9.3**. The notice shall be in such form and manner as the Licensor may prescribe from time to time, and shall include such information about the Licensee's current and proposed activities in that Non-Member Territory as the Licensor may require (but the Licensor may require only the same kinds of information as it requires to be provided by new Affiliates proposing to use, license or deploy the International Release or Licensee Products in Non-Member Territories).

9.4 In any case where the Licensee gives notice to a Member in accordance with **clause 9.3**, the Licensee consents to that Member providing the content of that notice to the Licensor.

9.5 For purposes of this **clause 9**, the Licensee exercises its rights under this License Agreement in any Member Territory or Non-Member Territory if, without limitation, it:

9.5.1 performs any act permitted by this License Agreement in that Member Territory or Non-Member Territory (as the case may be);

9.5.2 Deploys the International Release (or any part of it) or any Licensee Product in that Member Territory namely Ireland or Non-Member Territory (as the case may be); or

9.5.3 distributes or licenses a Licensee Product for use in, or to any person who is situated in, that Member Territory namely Ireland or Non-Member Territory (as the case may be).

9.6 During the term of this Licence Agreement the Licensee shall be an Affiliate.

9.7 The Licensee:

9.7.1 Will give notice to the Licenser of any intention to use or otherwise exploit its rights under this Licence Agreement in respect of a geographical area other than the Licenser Territory or another Member Territory;

9.7.2 Will comply with any Regulations published from time to time as it affects the licence granted to the Licensee under this Licence Agreement;

## **10. Affiliate Status**

10.1 During the term of this License Agreement the Licensee shall be an Affiliate.

10.2 As an Affiliate, the Licensee shall be entitled to participate in the Licenser's Vendor Liaison Forum, which is a forum in which the Licensee and other Affiliates may communicate with the Licenser and with each other. The Licenser may make Regulations from time to time governing the Licensee's participation in the Vendor Liaison Forum. New Regulations that the Licenser shall make from time to time governing participation in the Vendor Liaison Forum shall not remove the Licensee's right to participate in that forum.

## **11. Representations and Warranties**

11.1 To the extent permitted by law, the Licenser excludes all representations, warranties and conditions that would otherwise be implied by law in this License Agreement (including, without limitation, all implied warranties of quality or fitness for a particular purpose).

11.2 Without limiting **clause 11.1**, the Licenser does not represent or warrant that the Irish National Release or any part of it will satisfy any of the Licensee's requirements, operate in combinations selected by the Licensee or be free from defects or errors.

## **12. Limitation of Liability**

12.1 The Licensor shall not be liable to the Licensee or to any other person, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any of the following arising under or in connection with this License Agreement (including, without limitation, in respect of the Licensee's use of or inability to use the Irish National Release or any part of it):

12.1.1 Indirect or consequential loss;

12.1.2 Special or punitive damages;

12.1.3 Loss of profits, loss of savings and loss of revenue;

12.1.4 Loss of business, loss of reputation and loss of goodwill; and

12.1.5 Loss of data.

12.2 Neither the Licensor, SNOMED International, nor any Member shall be liable to the Licensee or any other person for any failure by the Licensor, SNOMED International or the Member (as the case may be) to maintain or distribute any Extension (or part thereof) or Derivative transferred to the Licensor, SNOMED International or the Member (as the case may be) in accordance with **clause s 3.4 or 3.5**.

12.3 The liability of the Licensor arising in any year under or in connection with this License Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not in any event exceed the License Fees paid by the Licensee in respect of that year.

12.4 Nothing in this License Agreement excludes or limits the liability of either party for:

12.4.1 Fraud (including fraudulent misrepresentation);

12.4.2 Death or personal injury caused by the negligence of that party;

12.4.3 Any breach of its obligations implied by section 12 of the Sale of Goods Act

1980;

or

12.4.4 any other liability that by law cannot validly be excluded or limited (but only to the extent that the liability cannot validly be excluded or limited).

### **13. Assignment**

13.1 The Licensee may not assign, novae or otherwise transfer any of its rights or obligations under this License Agreement to any person without the prior written consent of the Licensor, not to be unreasonably withheld.

13.2 The Licensor may transfer all of its rights and obligations under the License Agreement to any person to whom the Licensor transfers the Intellectual Property Rights in respect of which the licenses under this License Agreement are granted.

#### **14. GENERAL PROVISIONS**

14.1 This License Agreement contains the entire agreement between the parties relating to the subject matter of this License Agreement, supersedes all previous agreements between the Parties relating to that subject matter and sets out the entirety of the Licensee's rights in respect of the Irish National Release.

14.2 Each party acknowledges that, in entering into this License Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the date of this License Agreement.

14.3 Except as provided in **clause 6.3**, this License Agreement may not be varied except in writing signed by both parties and expressed to vary this License Agreement.

14.4 Nothing in this License Agreement shall give either party the ability to act or incur obligations or liability on behalf of the other party or constitutes a joint venture, agency, partnership or employment relationship between the parties.

14.5 If any term of this License Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this License Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this License Agreement.

14.6 The Licensor may transfer and make available the Licensee's contact details including their personal data to SNOMED International which may be located outside European Economic Area (EEA). In such circumstances the Licensor will only transfer the Licensee's personal data outside EEA in compliance with the provisions laid down in Chapter V of the General Data Protection Regulation (GDPR)

#### **15. GOVERNING LAW AND JURISDICTION**

15.1 This License Agreement shall be governed by, and construed in accordance with, Irish law.

15.2 The Irish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this License Agreement (including a dispute regarding its existence, validity or termination).

15.3 **Clause 15.2 is** for the benefit of the Licensor only. As a result, the Licensor shall not be prevented from taking proceedings relating to any dispute in any other courts with jurisdiction. To the extent permitted by law, the Licensor may take concurrent proceedings in any number of jurisdictions.

## Appendix A: Defined Terms

In this License Agreement, the following defined terms have the following meanings:

<b>Affiliate</b>	an affiliate of the Licensor in accordance with the
<b>Articles</b>	Licensor's Articles of Association;
<b>Cross-Map</b>	SNOMED International Articles of Association a work consisting of (i) SNOMED CT Content and (ii) content of another nomenclature, classification or knowledge structure, together with a set of relationships between (i) and (ii);
<b>Data Analysis System</b>	a computer system that is used to analyze records or other data that is encoded using SNOMED CT, but not if that system is also a Data Creation System;
<b>Data Creation System</b>	a computer system that is used to create records or other data that is encoded using SNOMED CT;
<b>Derivative</b>	a work consisting of (a) SNOMED CT Content, from the SNOMED CT CORE or an Extension; together with (b) either (i) additional properties and/or information about such SNOMED CT content; and/or (ii) any set of relationships between that SNOMED CT Content and content of other nomenclature, classification or knowledge structure, and includes a Cross-Map and a Sub-Set;
<b>End User</b>	a third party user of a Licensee Product;
<b>Extension</b>	a work consisting of SNOMED CT Content alone that is supplementary to the SNOMED CT Core and that depends on the SNOMED CT Core;
<b>Hospital</b>	a health care body or organisation providing secondary and/or tertiary care;
<b>Intellectual Property Rights</b>	patents, trade marks, service marks, copyright (including rights in computer software), moral rights, database rights, rights in designs, trade secrets, know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of

protection having equivalent or similar effect in any jurisdiction;

<b>International Release</b>	the release produced and distributed by or on behalf of the Licensor, consisting of the SNOM ED CT Core, the Specifications and the Licensor's Derivatives and other documents and software;
<b>Irish National Release</b>	the International Release, Irish National Extensions and Irish National Derivatives and other documents and software which comprise the Irish National Release;
<b>License Fees</b>	the license fees set out in Appendix B (License Fees in Non-Member Territories);
<b>Licensee Products</b> Licensee that	products distributed or licensed by the  (1) include or interoperate with the International Release (or any part of it) and/or any Extensions or Derivatives created by the Licensee under this License Agreement, or (2) read or write records or other data that is encoded using SNOM ED CT;
<b>Licensee Territory</b>	means the Republic of Ireland and all of its governmental facilities or offices, whether permanent or temporary and wherever located;
<b>Member</b>	a member of the Licensor;
<b>Member Territory</b>	a territory that is represented by a Member (as published by the Licensor from time to time);
<b>Namespace Identifier</b>	a code or that part of a code that identifies the organization responsible for creating and maintaining a Standards-Based Extension or a Standards-Based Derivative and is used as an element of SNOM ED CT Identifiers;
<b>National Release</b>	in respect of each Member, the release produced and distributed by the Member, consisting of the International Release, the Member's Extensions, the Member's Derivatives and other documents and software;
<b>No n-Member Territory</b>	a territory that is not a Member Territory;
<b>New Version</b>	any new version of the Irish National Release;

<b>Practice</b>	<ul style="list-style-type: none"> <li>(a) a single department of a Hospital (subject to paragraph 2.2 of Appendix B); or</li> <li>(b) any health care body or organisation that provides principally primary care, including without limitation a pharmacy, an optician's facility, a physiotherapy centre, a general medical practice or a family medical practice;</li> </ul>
<b>Qualifying Research Project</b>	<p>a discrete research project that meets all of the following criteria:</p> <ul style="list-style-type: none"> <li>(a) It is supported by a formal proposal that has been peer reviewed;</li> <li>(b) it has been ethically approved in accordance with the prevailing legislation, regulations and guidelines in effect in the relevant territory;</li> <li>(c) It is conducted within a definite timeframe;</li> <li>(d) The results of the research are offered for publication in peer-reviewed public journals and are provided to the Licensor free of charge prior to publication;</li> </ul>
<b>Regulations</b>	regulations made by the Licensor;
<b>Relationship</b>	a relationship, of a kind defined by the Licensor in Specifications, between concepts (which may be, without limitation, a hierarchical or an associative relationship) or between a concept and a description;
<b>SNOMED CT</b>	the concept-based work of clinical nomenclature and classification with multiple hierarchies and semantic definitions known as SNOMED Clinical Terms (SNOMED CT);
<b>SNOMED CT Content</b>	terminological content, consisting of concepts, descriptions and Relationships, each of which is identified using a SNOMED CT Identifier;
<b>SNOMED CT Core</b>	the SNOMED CT Content that is controlled maintained and distributed by the Licensor from time to time;



**SNOMED CT Identifier**

a code, of a kind defined by the Licensor in Specifications, for identifying concepts, descriptions and Relationships;

**SNOMED International**

Formerly International Health Terminology Standards Development Organisation;

**Specification**

specifications promulgated by the Licensor for products and processing relating to SNOMED CT, including specifications of the internal logic of SNOMED CT, editorial policies, guidelines and characteristics;

**Standard**

a Specification that is formally adopted by the Licensor;

**Standard s-Based**

in respect of an Extension or a Derivative, an Extension or Derivative the creation of which is the subject of one or more Standards; and

**Sub-SET**

a sub-set of SNOMED CT Content that is grouped together for one or more purposes.

## **Appendix B**

### **License Fees in Non-Member Territories**

#### **1. Introduction**

- 1.1 This Appendix B sets out the license fees payable by the Licensee in respect of its activities in Non-Member Territories.
- 1.2 The license fees set out in this Appendix B do not apply in respect of the Licensee's activities in any Non-Member Territory if that Non-Member Territory is a Sponsored Territory or was a Sponsored Territory at the time when the Licensee's activities in that Non-Member Territory were carried out.
- 1.3 The Licensors may, in its sole discretion, waive the Licensee's obligation to pay any or all of the license fees set out in this Appendix B if the Licensors consider that the Licensee's activities in any Non-Member Territory are in support of charitable or humanitarian causes in that Non-Member Territory. Any waiver by the Licensors under this paragraph 1.3 may be revoked by the Licensors at any time, shall be without prejudice to any of the Licensors' other rights and remedies under this License Agreement and shall not relieve the Licensee of any of its other obligations under this License Agreement.
- 1.4 Beginning in 2015, license fees payable by the Licensee in respect of its activities in Non-Member Territories for each financial year shall be adjusted by the same percentage as the General Assembly of the Licensors agrees to adjust the Aggregate Annual Fee (as defined in the Licensors' Articles of Association) relative to the Aggregate Annual Fee in the previous year.
- 1.5 The license fees in respect of Hospitals that are set out in this Appendix B apply only to Hospitals that are located on a single contiguous physical site. Any Hospital that is located on multiple physical sites shall be treated as falling within paragraph 4 of this Appendix B, (and not within paragraphs 2 or 3).
- 1.6 For purposes of this Appendix B, if a Practice is located on multiple physical sites then each such site is treated as a separate Practice.
- 1.7 Notwithstanding anything else in this Appendix B, the deployment, distribution or licensing of any software that operates on a mobile device of any kind (including without limitation a mobile phone or tablet device), or any software or service that is accessed via the internet and enables users to extract or download any substantial portion of SNOMED CT, shall be treated as falling within paragraph 4 of this Appendix B (and not within paragraphs 2 or 3).

- 1.8 The Licensee's obligation to pay license fees in respect of any deployment of the International Release or any Licensee Product is not dependent on that deployment of the International Release or Licensee Product being used in a live or production environment.
- 1.9 In any case where the Licensee is exempt from the requirement to pay license fees by reason of a Licensee Product, a Data Analysis System or a Data Creation System

being used exclusively in connection with a Qualifying Research Project, the Licensee shall report to the Licensor on the progress of that Qualifying Research Project in such manner as the Licensor may reasonably require. The Licensor may revoke the Licensee's exemption for Qualifying Research Projects provided in this Appendix B if the Licensee fails to comply with this paragraph 1.9.

## 2. Data Creation Systems

2.1 The Licensee shall pay the following fees in respect of each Hospital or Practice in a

Non-Member Territory in or to which the Licensee:

- (a) deploys the International Release (or any part of it) or any Licensee Product that contains the International Release (or any part of it) in a Data Creation System, unless that Data Creation System is used exclusively in connection with a Qualifying Research Project; or
- (b) Deploys, distributes or licenses a Licensee Product that is or includes a Data Creation System, (unless that Licensee Product is used exclusively in connection with a Qualifying Research Project).

Hospital in Band A Territory	US\$ 1,861 per annum baseline fee adjusted as per paragraph 1.4
Hospital in Band B Territory	US\$ 1,241 per annum baseline fee adjusted as per paragraph 1.4
Hospital in Band C Territory	US\$ 621 per annum baseline fee adjusted as per paragraph 1.4
Practice in Band A, B or C Territory	US\$ 621 per annum baseline fee adjusted as per paragraph 1.4
Hospital or Practice in Low Income Band	US \$0 per annum baseline fee, adjusted as per paragraph 1.4
Hospital or Practice in other territory	As per paragraph 5.2.

2.2 The total fees payable by the Licensee in respect of a number of Practices that are departments of a single Hospital shall not exceed the fee applicable to the Hospital itself. For purposes of this Appendix B, a Practice is treated as a department of a Hospital only if: (a) it is located on the premises of that Hospital; and (b) it is

funded solely by that Hospital. In any case where either or both of the conditions in the preceding sentence are not met in respect of any Practice, fees shall be payable in respect of that Practice in addition to any fees that are payable in respect of any Hospital.

### **3. Data Analysis Systems**

3.1 The Licensee shall pay the fees set out in paragraph 3.4 if the Licensee:

- (a) deploys the International Release (or any part of it) or any Licensee Product that contains the International Release (or any part of it) in a Data Analysis System in a Non-Member Territory, unless that Data Analysis System is used exclusively in connection with a Qualifying Research Project; or
- (b) deploys, distributes or licenses a Licensee Product that is or includes a Data Analysis System in a Non-Member Territory, unless that Licensee Product is used exclusively in connection with a Qualifying Research Project.

3.2 The fees set out in paragraph 3.4 apply in respect of each deployment, distribution or license of the International Release (or any part of it), a Licensee Product or a Data Analysis System, and vary according to the Non-Member Territory in which the deployment, distribution or licensing takes place.

3.3 If any Data Analysis System to which the fees in paragraph 3.4 apply consists of more than one database, the fees applicable to that Data Analysis System shall be multiplied by the number of databases in that Data Analysis System.

3.4 The fees under this paragraph 3 are as follow s:

Band A Territory	US\$ 1,861 per annum baseline fee adjusted as per paragraph 1.4
Band B Territory	US\$ 1,241 per annum baseline fee adjusted as per paragraph 1.4
Band C Territory	US\$ 621 per annum baseline fee adjusted as per paragraph 1.4
Low Income Band	US \$0 per annum baseline fee, adjusted as per paragraph 1.4
Other territory	As per paragraph 5.2.

### **4. Other Activities**

4.1 The Licensee shall notify the Licensor in writing before deploying the International Release (or any part of it) or deploying, distributing or licensing any Licensee Product (in each case, other than exclusively in connection with Qualifying Research Projects) in, for use in, or to any person situated in, any Non-Member Territory in

a manner that does not fall within paragraphs 2 to 3 of this Appendix B, explaining the Licensee's proposed activities.

4.2 Upon receiving notice from the Licensee under this paragraph 4, the Licensor may request, and the Licensee shall provide, such additional information in relation to the Licensee's proposed activities as the Licensor considers reasonably necessary to determine an appropriate license and reasonable fee in respect of the Licensee's proposed activities.

4.3 The Licensee shall be liable to pay such license fees as the Licensor may determine in accordance with this paragraph 4.

## **5. Non-Member Territory Banding s**

5.1 The allocation of a Non-Member Territory into Band A, Band B, Band C, or Low Income Band shall be as determined by the Licensor (based on the Non-Member Territory's relative Gross National Income (GNI) or other measure adopted by the Licensor) and published by the Licensor on its web site ([www.snomed.org](http://www.snomed.org)).

5.2 The Licensee shall notify the Licensor in writing before carrying out any activity of a kind described in paragraphs 2 or 3 of this Appendix B in a Non-Member Territory that has not been allocated by the Licensor under paragraph 5.1. Upon receiving notice from the Licensee under this paragraph 5.2, the Licensor shall allocate the Non-Member Territory as described in paragraph 5.1.