

Dated

2022

RESEARCH AND DEVELOPMENT LICENCE

between

EASYCARE FOUNDATION LIMITED

And

University of Palermo, Department of Health Promotion,
Mother and Child Care, Internal Medicine and Medical Specialties

This agreement is made on **18.01.2023** (further referred as the **Licence**).

PARTIES

- (1) EASYCARE FOUNDATION LIMITED incorporated and registered in England and Wales with company number 04531625 whose registered office is at The Old Workshop, 1 Ecclesall Road South, Sheffield, S11 9PA (ECF)
- (2) University of Palermo, Department of Health Promotion, Mother and Child Care, Internal Medicine and Medical Specialties a higher education corporation whose principal administrative offices are at Piazza delle Cliniche, 2 90127 PALERMO (PA) (**Institution**)

BACKGROUND

- (A) ECF is the full legal and beneficial owner of the Products.
- (B) ECF has granted a worldwide exclusive licence to Age Care Technologies Ltd (**ACT**) to commercialize the Products. Through this licence the Products have been further adapted and developed.
- (C) The Institution wishes to use the Products for the purpose of the Research Activities (as further defined).
- (D) The Institution agrees to contribute its own expertise, infrastructure, network and know-how to carry out the Research Activities, with a view to identifying potentially useful settings and applications of the Products for further evaluation and development, subject to the terms of this Licence.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Licence.

1.1 Definitions:

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Background IP: any Intellectual Property, other than Developed IP, owned independently by each party, either existing at the date of this Licence or developed independently from this Licence by either party, including the Products and the Institution IP.

Confidential Information: includes all information of a confidential or secret nature (written, oral, electronic, digital or otherwise) provided by or relating to or originating from one party, its Affiliates or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of this Licence, including (i) the Products, (ii) the Background IP, (iii) the Developed IP, (iv) the Data, and (v) the terms of this Licence; but, excludes any information which:

- a) is in the public domain at the time of provision to the other party, or which subsequently

becomes in the public domain through no breach of this Licence, or other persons obliged under this Licence to maintain the confidentiality of the Confidential Information;

b) is required to be disclosed by law; or

c) the party from which it originates agrees in writing that it may be disclosed.

Commencement Date: the effective date of commencement of this Licence as set out in Schedule 1.

Control: a person that owns directly or indirectly more than 50% of the shares or securities of the other person representing the right to vote on all or substantially all matters including the election of directors; and, **Controls** and **Controlled** shall be interpreted accordingly.

Controller: shall have the meaning given within the Data Protection Legislation.

Data: the information gathered from each assessment, as well as any data generated as part of the Research Activities, from the use of the Products by the Institution.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK.

Developed IP: ECF Developed IP and Institution Developed IP.

Discloser: a party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other party.

ECF Developed IP: the Intellectual Property that arises, or is obtained or developed by the Institution (including by any employee or subcontractor of the Institution) from the use of the Products in the course of or in connection with the Research Activities, limited to (i) any upgrades and adaptations of the Products and (ii) all anonymised Data that is generated, but excluding (i) the Papers and (ii) the Institution Developed IP.

Group: in relation to a company, that company, any subsidiary or holding company from time to time who Controls that or is Controlled by that company.

Initial Term: the period of time specified in Schedule 1.

Institution Developed IP: the Intellectual Property in research outputs and Data that arises from the use of the Products by the Institution (including by any employee or subcontractor of the Institution) in combination with the Institution IP or other third-party Technology which do not relate directly to or further develops, adapts or modifies the Products.

Institution IP: any Technology belonging to the Institution used in connection with the Research Activities.

Intellectual Property: patents, utility models, rights to inventions, copyrights, Moral Rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to

use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

month: a calendar month.

Processor: shall have the meaning given in the Data Protection Legislation.

Products: means the Technology and any other Background IP belonging to ACT (either as an owner or exclusive licensee) including, the computer software, materials and associated media, anonymised data and documents, both printed and electronic, of an internationally respected, validated program, designed by ACT's licensor and developed by ACT, to assess the well-being, independence, social connectedness, and health of older persons and for the promotion of person-centred care and healthy aging, as identified in Schedule 1.

Recipient: a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party.

Research Activities: means the research, adaptation, evaluation, validation and/or development of the Products as defined in Schedule 2;

Technology: all inventions, designs, information, know-how, specifications, formulae, data, processes, methods, samples, techniques and other technology used in or for the development of products, tools and written materials.

Term: means the Initial Term set out in Schedule 1 and any renewal under clause 9.1.

Territory: the territory specified in Schedule 1.

year: any period of 12 consecutive months from 1 January to the following 31 December.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this Licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.6 A reference to **writing** or **written** includes email.
- 1.7 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description,

definition, phrase or term preceding those terms.

- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to **this Licence** includes the descriptions of parties, Background, Schedules and other annexures to the Licence as varied or novated (other than in breach of the provisions of this Licence) from time to time.

2. LICENCE

- 2.1 ECF grants to the Institution, with effect from the Commencement Date, a limited, non-transferable and non-sublicensable, royalty-free licence to use the Products solely to carry out the Research Activities in the Territory during the Term (**Licence**). The type of exclusivity of the License granted at this clause 2.1 is the one specified at Item 3 of Schedule 1.
- 2.2 The Products shall only be used (i) by the Institution and (ii) in connection with the Research Activities.
- 2.3 ECF agrees that it shall, during the Term, communicate to the Institution any material corrections, modifications or improvements made to the Products (**Improvements**). Any Improvements shall be part of the licence granted under this clause 2, and the Institution shall have the right to use the Improvements for the duration and under the same terms of this Licence but not otherwise.
- 2.4 In consideration of the Licence granted herein, the Institution agrees to assign to ECF all rights in the ECF Developed IP to which it is or may be entitled to, as set out in Clause 6.3.

3. THE RESEARCH ACTIVITIES

- 3.1 Schedule 2 sets out details of the Research Activities agreed between ECF and the Institution as of the date of this Licence. The parties agree that Schedule 2 may be amended by mutual written agreement at any time. Any further Research Activities, as added or amended by mutual agreement between the parties, shall be carried out subject to the terms and conditions of this Licence.
- 3.2 Each party shall be responsible for its own costs incurred in connection with the Research Activities, including all labour costs.
- 3.3 Each of the Institution and ECF shall comply with their respective designated responsibilities specified in this Licence (including each relevant Schedule).
- 3.4 The Institution shall:
 - 3.4.1 conduct the Research Activities as specified in this Licence and Schedule 2; and
 - 3.4.2 use the Products only in relation to the Research Activities and as specified in Schedule 2.
- 3.5 ECF shall provide to the Institution access to the Products and any other such documentation and

information that the Institution may reasonably require to carry out the Research Activities, in the following terms:

- 3.5.1 ECF will provide to the Institution the Products in the form set out in Clause 5.
 - 3.5.2 At the request of the Institution, ECF will provide training to selected Institution's personnel who will be using the Products for the purposes of this Licence, subject to the terms of Schedule 3.
 - 3.5.3 All the Institution's personnel receiving the training and/or using the Products must fill in and sign the Confidentiality Undertaking as provided in Schedule 4. The Institution shall send to ECF the copies or originals of any such signed Undertakings when/as requested by ECF.
- 3.6 The Institution acknowledges that, prior the execution of this Licence, it has undertaken the necessary tests, due diligence and risk assessments regarding the Products and; therefore, it hereby accepts them as are, fit for the purposes of the Research Activities.
- 3.7 Use of the Products shall be restricted to use of it for the sole purpose of the Research Activities (which shall include not allowing them to be used for the benefit of any person other than the Institution). The Institution acknowledges that any other use of the Products may be subject to a fee, to be determined at ECF's sole discretion, without prejudice to any other rights and remedies available to ECF.

4. PAPERS AND PUBLICATIONS

- 4.1 The Institution may write and have published, in a reputable journal or magazine, any papers or articles relating to the Research Activities (including any Data generated from the Research Activities) (**Papers**).
- 4.2 The Institution agrees to include Dr Ian Philp as co-author in all such Papers. Copyrights and other related Intellectual Property rights in such Papers shall be vested solely and exclusively in the Institution.
- 4.3 All Papers shall be sent to ECF, for the attention of Dr Ian Philp, for review and approval of the research design and write up not less than 28 days before being sent to the corresponding organization or third-party for publication; however, the Institution may decide, at its sole discretion, on the final outputs of any Papers.

5. DATA COLLECTION, STORAGE AND ANONYMISATION

- 5.1 The parties understand that ACT will grant the Institution access to a local ACT Microsoft Assure server and the ability to download and complete the ACT Assessment Tool.
- 5.2 The Institution will undertake, at its own expense and direction, the translation and/or adaptation of the Products, as required for the purposes of the Research Activities.
- 5.3 The Institution will undertake, at its own control, responsibility and direction, the extraction, collection, processing, storage and anonymisation of the Data on the local ACT Microsoft Azure

server.

- 5.4 The parties understand that that ACT's access to the local ACT Microsoft server shall be limited to resolving technical issues.
- 5.5 For purposes of the Data Protection Legislation the Institution shall be the Controller and ACT shall be the Processor.
- 5.6 The parties understand that Personal Data will automatically be extracted from Data stored on the local Microsoft Azure Server from time to time automatically to ACT's "*Global Database System*" which contains anonymised raw data gathered from all assessments, projects and research carried out globally by third parties using the ACTTM Assessment Tool (**Global Research Database**).
- 5.7 The Institution may, and ECF shall procure that ACT permits the Institution to access and use all de-identified Data in the Global Research Database, during the Term, for the purposes of conducting comparative population studies.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Subject to Clause 7, ECF shall give full disclosure to the Institution of any Background IP in the Products, which is relevant and necessary to the Research Activities. Such Background IP may be used exclusively for the Research Activities and not otherwise.
- 6.2 In consideration of ECF granting the Licence to the Institution, the Institution agrees that all rights and title in the ECF Developed IP will automatically transfer to ECF. To this effect, the Institution hereby assigns to ECF, by way of present and future assignment, with full title guarantee, all the worldwide Intellectual Property rights and any other rights, title, and interest in the ECF Developed IP. If any purported assignment is void under this clause 6.2, the Institution agrees at its own expense to take all necessary steps to make such assignment valid. To the extent that the Institution sub-contracts the performance of the Research Activities, it shall ensure that any ECF Developed IP arising from the work of its sub-contractor(s) shall be assigned to the Institution in its entirety, to be then immediately and fully assigned by the Institution to ECF in operation of this clause.

The right to use any ECF Developed IP belongs exclusively to ECF. The Institution may use the Developed IP as part of this Licence during the Term and for the sole purposes of the Research Activities. Use of any ECF Developed IP by the Institution after termination of this Licence will be subject to the terms of a separate licence or commercial agreement agreed in writing between the parties.

- 6.3 No Intellectual Property rights on the Background IP or Institution Developed IP are assigned or transferred to the other party by virtue of this Licence.

7. CONFIDENTIALITY

Confidentiality obligations

7.1. In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

- 7.1.1 keep the Confidential Information secret and confidential;
- 7.1.2 not use or exploit the Confidential Information in any way except for the Research Activities;
- 7.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement; and
- 7.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Research Activities and any such copies, reductions to writing and records shall be the property of the Discloser.

Permitted disclosure

7.2 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

7.3 The Recipient may disclose the Confidential Information to its Affiliates, employees, officers or subcontractors on the basis that it:

- 7.3.1 informs those Affiliates, employees, officers or subcontractors of the confidential nature of the Confidential Information before it is disclosed; and
- 7.3.2 procures that those Affiliates, employees, officers or subcontractors comply with the confidentiality obligations in 7.1 as if they were the Recipient; and
- 7.3.3 shall be liable for the actions or omissions of the Affiliates, employees, officers or subcontractors in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

Disclosure to the Serious Fraud Office relating to Bribery Act 2010 offences

7.4 The Recipient may, provided that it has reasonable grounds to believe that the Discloser is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose the Discloser's Confidential Information to the Serious Fraud Office without first notifying the Discloser of such disclosure.

7.5 Subject to the provisions 7.6 and 7.7, a party may disclose Confidential Information to the minimum extent required by:

- 7.5.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- 7.5.2 the rules of any listing authority or stock exchange on which its shares or those of any of its

affiliates are listed or traded; or

- 7.5.3** the laws or regulations of any country to which its affairs or those of any of its Affiliates are subject.

Mandatory disclosure

7.6 Before a party discloses any Confidential Information pursuant to 7.5 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this 7.6, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

7.7 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to 7.5 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

8. WARRANTIES

8.1 Each of the parties warrants that:

8.1.1 it has full power and authority to carry out the actions contemplated under this Licence, and that its entry into and performance under the terms of this Licence will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party;

8.1.2 it will perform its duties under this Licence in a professional manner with reasonable skill and care, using suitably qualified personnel, and will use all reasonable endeavours to achieve the objectives of the Licence; and that

8.1.3 all information, data and materials provided by it to the other pursuant to this Licence will be, to the best of its knowledge, accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party.

8.2 ECF warrants that:

8.2.1 the use of the Products does not, so far as it is aware, infringe the rights of any third party;

8.2.2 no third party has threatened or, so far as it is aware, is currently threatening proceedings in respect of such infringement; and that

8.2.3 none of its Background IP is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

8.3 The Institution warrants that none of its Background IP is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

8.4 The Institution undertakes that all ECF Developed IP is and shall be assigned to ECF free of any liabilities or rights that could be claimed by the Institution or any third-party, in connection with such ECF Developed IP

8.5 Except as expressly provided in this Licence, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Licence. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Licence, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

9. TERM AND TERMINATION

9.1 This Licence shall come into effect on the Commencement Date and, subject to the remaining terms of this Licence, shall continue in full force and effect for the Initial Term and thereafter shall be automatically renewed without limit of period unless and until terminated by either party giving to the other not less than three months written notice.

9.2 Either party shall be entitled to terminate this Licence at any time, including during the currency of the Initial Term, by notice in writing to the other if:

9.2.1 the other party is in material breach of this Licence which breach is irremediable or, if remediable, is not remedied by the defaulting party within 30 days of being requested to do so by the other.

9.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

9.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party;

9.2.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

9.2.5 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

9.2.6 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

9.2.7 the other party is in breach of any of its confidentiality obligations under Clause 7;

9.2.8 the Institution challenges or disputes the validity or ownership of ECF's Intellectual Property rights, including the Background IP and the ECF Developed IP; or

- 9.2.9** the other party undergoes any change in legal or beneficial ownership or Control, unless such ownership or control is acquired by its Affiliate(s).
- 9.3** According to Clause 9.2.1, the Institution shall be deemed to be in material breach of this Licence if it:
- 9.3.1** uses, or permits any person under its control, supervision or direction to use, the Background IP or the Products outside the scope of this Licence, without ECF's prior written consent;
 - 9.3.2** uses or permits any third party to access or use the Background IP, the Products or the Developed IP, without ECF's prior written consent;
 - 9.3.3** or any of its Affiliates, commits any breach of Clause 7 in relation to ECF's Confidential Information; or
 - 9.3.4** challenges or disputes the validity or ECF's ownership of the Developed IP or Background IP;
or
 - 9.3.5** applies to register any registrable Developed IP without ECF's prior written consent.
- 9.4** Termination in accordance with this Clause 9 shall be without prejudice to the rights of the parties accrued at the date of termination.
- 9.5** On termination of this Licence, the Institution shall immediately destroy or, at the request of ECF, return all information and materials belonging to ECF in its or its contractors' possession, custody or control, including all Confidential Information of ECF, and shall not retain any copies of the same.

10. NON-SOLICITATION

Each party agrees during the term of this Licence and for a period of two (2) years following its termination, not to solicit or induce any officer, employee, agent or contractor, partner or customer of the other party or any of its Affiliates involved with the Research Activities to terminate their employment or engagement with the other or its Affiliates (as appropriate).

11. FORCE MAJEURE

Neither party shall be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this Licence by giving written notice to the affected party. For the avoidance of doubt, this Clause 11 shall not apply in respect of any failure by the Institution to make any payment due to ECF under the terms of this Licence whether on time or at all.

12. ASSIGNMENT AND OTHER DEALINGS

- 12.1** Subject to the further provisions of this Clause 12, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Licence without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 12.2** Nothing in this Licence shall prevent ECF subcontracting any or all of its rights and obligations under this Licence to ACT.
- 12.3** Either party may, after having given prior written notice to the other party, assign or subcontract any or all of its rights and obligations under this Licence to a member of its Group for so long as that company remains a member of its Group. A party who assigns its rights under this Licence to a member of its Group shall procure that such company assigns such rights back to it or to such other member of its Group as it may nominate immediately before that company ceases to be a member of the party's Group. A party who subcontracts the performance of any or all of its obligations under this Licence to a member of its Group shall immediately resume the performance of such obligations on such company ceasing to be a member of its Group, or delegate the performance of such obligations to such other member of its Group as it may nominate.

13. NO PARTNERSHIP OR AGENCY

- 13.1** Nothing in this Licence is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. NOTICES

- 14.1** Any notice or other communication given to a party under or in connection with this Licence shall be in writing and shall be:
- 14.1.1** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 14.1.2** sent by email to its main email address.
- 14.2** This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. VARIATION

No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Both parties shall, at all times, remain willing to discuss possible contractual variations that have been prompted by technical or other factors, although neither party

shall have any obligation to agree to any such variation proposed.

16. WAIVERS

No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. GOVERNING LAW

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

18. JURISDICTION

18.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

18.2 Nothing in this Clause 18 shall limit ECF's right to take proceedings against the Institution in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19. SEVERANCE

If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence. In any case, the parties shall negotiate in good faith to amend such affected provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. ENTIRE AGREEMENT

20.1 This Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this Licence it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence. Nothing in this Clause shall limit

or exclude any liability for fraud.

21. SURVIVAL

Provisions of this Licence which are either expressed to survive its termination or, from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

22. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Licence.

23. THIRD PARTY RIGHTS

23.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person.

24. LANGUAGE

24.1 This agreement is drafted in English and may be translated into any other language.



24.2 All documents provided under or in connection with this agreement shall be in English or accompanied by a certified English translation.

24.3 The English language version of this agreement and any notice or other document relating to this agreement, shall prevail if there is a conflict (except where the document is a constitutional, statutory or other official document).

This Licence is delivered at the date written at the beginning of it.

Schedule 1 – Reference Schedule

Item 1.	Institution	<p>Name: University of Palermo, Department of Health Promotion, Mother and Child Care, Internal Medicine and Medical Specialties</p> <p>Address: Piazza delle Cliniche, 2 90127 Palermo</p> <p>Address for Service of Notices: Piazza delle Cliniche, 2 90127 Palermo</p> <p>Email Address: gaspare.logiudice@unipa.it</p>
Item 2.	Products	<p><input checked="" type="checkbox"/> ACT™ Assessment Tool - a written method to assesses the well-being, independence, social connectedness, and health of older persons.</p> <p><input type="checkbox"/> ACT™ Training Programme - a training programme in person-centred care which includes best-in-class education and training curriculum for paid caregivers, volunteers and healthcare professionals seeking to gain further insights and skills in the care of older people.</p>
Item 3.	Type of Licence	<p><input type="checkbox"/> Non-exclusive – ACT can license out the Background IP and Products to more than one licensee in the Territory for any purpose including the Research Activities.</p> <p><input checked="" type="checkbox"/> Sole – The Institution will be the only licensee of the Background IP and Products in the Territory for the Research Activities, but ACT reserves the right to continue to use the Background IP and Products as well in the Territory for any purpose, including the Research Activities.</p>
Item 4.	Territory	Italy
Item 5.	Commencement Date	18.01.23 on which Licence shall commence]
Item 6.	Initial Term	5 years

Item 7.	Trade Marks			
		Intellectual property	Registration date	Registration lodgement No.
		Any common law trade trademarks relating to the Names in the areas of within the elder care, clinical trials and software industries, including derivatives of any of the Trade Marks below.	Priority date: 01-06-2019	
			28-05-2019	018073247 (European Union incl. United Kingdom)
		AGE CARE TECHNOLOGIES	28-05-2019	UK00003402593 (United Kingdom)
	Unregistered trademark - date of first use: 28-05-2019	n/a United Kingdom		

SCHEDULE 2

THE PROJECT AND THE RESEARCH

This research licence covers research projects involving the translation and cross-cultural adaptation of the Products, standard evaluation of acceptability, costs and benefits, additional qualitative, mixed methods and quantitative research into their use, costs and benefits, and studies of population needs and outcomes. This Licence covers a wide range of potential uses of the Products in research, including:

1. Translation and cross-cultural adaptation studies (Applicable for the translation and adaptation for use with people for whom English is not their mother tongue).
2. Studies of acceptability, costs and benefits.

ACT recommends the following steps be taken to validate use of its Products:

- a) Obtain ethics approval from the appropriate body.
 - b) Obtain consent from the organisation using the Products (ACT™ Assessment Tool and/or ACT™ Training Programme).
 - c) Obtain consent from the subjects to collect information for research purposes.
 - d) Use the materials with a minimum of six subjects.
 - e) Undertake semi-structured interviews with assessors, subjects, trainees, practitioners and managers for acceptability and perceived benefits.
 - f) Estimate in staff time and non-staff costs for use of the materials.
 - g) Transfer anonymised Data from use of the ACT™ Assessment Tool to the Global Research Database (required).
3. Qualitative and mixed methods research into the value of the Products to different stakeholders.
 4. Psychometric testing for reliability and validity.
 5. Trials of impact and cost-effectiveness.
 6. Studies of population needs and outcomes from analysis of data in the Global Research Database.
 7. Use of Products as part of wider research and development projects; for example, use of ACT™ Assessment Tool and ACT™ Analytics to measure case-mix or outcome, or ACT™ Training Programme for Institutions undertaking studies of person-centred care with older people (as applicable).

Further studies undertaken by University of Palermo, Department of Health Promotion, Mother and Child Care, Internal Medicine and Medical Specialties

SCHEDULE 4

FORM OF CONFIDENTIALITY UNDERTAKING

To: Age Care Technologies Ltd, of 62 Ashlawn Crescent, Solihull, United Kingdom, B91 1PS (**Discloser**)

I understand and acknowledge that, by virtue of my relationship with University of Palermo, Department of Health Promotion, Mother and Child Care, Internal Medicine and Medical Specialties (**Recipient**), including my duties as an officer of the Recipient, pursuant to certain contractual arrangements between the Discloser and the Recipient, I will receive or become aware of information belonging or relating to the Discloser, its business, business plans, affairs, data, systems, technology or activities, which is confidential and proprietary to the Discloser and/or its customers and in respect of which I am bound by a strict duty of confidence (**Confidential Information**).

In consideration of the disclosure by the Discloser of Confidential Information, I undertake to the Discloser that I shall not at any time, whether before or after the termination of my relationship with the Recipient, directly or indirectly, disclose, divulge or make unauthorised use of any Confidential Information, save to the extent that such Confidential Information:

- (a) is publicly known at the time of disclosure to me; or
- (b) after such disclosure, becomes publicly known otherwise than through a breach of this undertaking by me; or
- (c) can be proved by me to have reached me otherwise than by being communicated by the Discloser, including being known to me prior to disclosure, or having been developed by or for me wholly independently of the Discloser, or having been obtained from a third party without restriction on disclosure; or
- (d) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by me, provided that, where practicable, the Discloser is given reasonable advance notice of the intended disclosure.

Upon the earlier of a request from the Discloser or the Recipient or the termination of my relationship with the Recipient, I will return to the Recipient all Confidential Information in my possession or control and will not retain any copies of the same.

I understand and acknowledge that this undertaking, and the obligations contained in it, will continue without limit of period.

This undertaking is governed by the laws of England and I submit to the exclusive jurisdiction of the English courts.

Signed:

Name:

Dated:

Signed for and on behalf of **EASYCARE FOUNDATION LIMITED:**

.....

Dr Ian Philp

Director

Signed for and on behalf of **University of Palermo, Department of Health Promotion, Mother and Child Care, Internal Medicine and Medical Specialties:**

.....

Antonio Carroccio

Director