

PsyMetRiC Algorithm

The PsyMetRiC algorithm for the web based clinical decision support tool



Category

Healthcare Tools

Authors

Benjamin Perry

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The PsyMetRiC clinical decision support tool is designed to calculate and display estimates of the likelihood of developing non-serious cardiometabolic outcomes—specifically, weight gain within one year, metabolic syndrome within six years, and type 2 diabetes within ten years—in young adults aged 16–35 with a psychotic disorder.

This Licence Agreement is between:

1.0 THE UNIVERSITY OF BIRMINGHAM (the “University”), incorporated by Royal Charter in the United Kingdom whose principal address is at Edgbaston, Birmingham B15 2TT; and

2.0 The Individual or Organisation (“Licensee”) placing an order for or accessing and otherwise using this tool.

RECITALS:

A. The University has developed a certain technology and owns intellectual property rights, including but not limited to copyright and neighbouring rights, rights relating to know how, database rights, trademark and trade name rights, in, or in connection with the web-based clinical decision support tool known as PsyMetRiC which is designed to be used by qualified / licensed healthcare professionals in secondary mental health services, and its underlying algorithms.

B. The PsyMetRiC Tool and all related algorithms, subscales and adaptations and supporting documentation including the User Manual are owned and copyrighted by the University of Birmingham.

C. The University is willing to grant the Licensee a non-exclusive, royalty free and non-transferable license (“License”) to use the PsyMetRiC underlying algorithms solely for the designated purposes under the conditions set out in this Agreement and the Schedule thereto,

either until the Study is terminated; or after twenty four (24) months from the signing of this Agreement,.

IT IS AGREED AS FOLLOWS:

1.0 DEFINITIONS

In this Agreement the following words shall have the following meaning:

Agreement - means this Licence Agreement including the Schedules referred to.

Effective Date - on which this Undertaking enters into effect, which is the date of the acceptance of the Terms of the licensing website.

Licensee Intellectual Property Rights - means all rights in the programming of the PsyMetRiC underlying algorithms, including all copyrights, data, software, hardware, neighbouring rights, design rights, trademarks, service marks, know-how, trade or business names, rights in confidential information and all other intellectual property rights and rights of a similar nature, whether registered or unregistered and wherever in the world such rights arise.

PsyMetRiC - means the PsyMetRiC clinical decision support tool, which is designed to calculate and display estimates of the likelihood of developing non-serious cardiometabolic outcomes—specifically, weight gain within one year, metabolic syndrome within six years, and type 2 diabetes within ten years—in young adults aged 16–35 with a psychotic disorder and related supporting documentation including User Manual.

Schedule - is an appendix to this Agreement.

Study - is the study detailed in Schedule 1

Supplied Version - is the supplied version of the PsyMetRiC Tool

Term - means the term of this Agreement as set out in Clause 11 of this Agreement.

University Intellectual Property Rights - means copyrights, neighbouring rights, design rights, trademarks, service marks, know-how, trade or business names, rights in confidential information and all other intellectual property rights and rights of a similar nature, whether registered or unregistered and wherever in the world such rights arise. The University's Intellectual Property Rights include the aforementioned rights regarding or in connection with PsyMetRiC or its underlying algorithms(any version).

2.0 GRANT OF RIGHTS

2.1 The University hereby grants to the Licensee for the sum of £1, receipt of which is herein acknowledged, from the Effective Date and for the Term of this Agreement a non-exclusive, and non-transferable Licence (except as otherwise stated in Clause 2.2 below) to use the PsyMetRiC underlying algorithms solely for the Study in Schedule 1.

2.2 The permission applies under the condition that the Licensee always uses the Supplied Version(s) of the PsyMetRiC underlying algorithms.

2.3 Unless agreed otherwise, the Licensee is explicitly not entitled to translate, modify, distribute for commercial purposes, abridge, convert, alter, amend, or make available in whatever way (including but not limited to electronic or digital reproduction or representation) the PsyMetRiC underlying algorithms, including but not limited to any minor or significant change in wording or organization of the PsyMetRiC Tool.

2.4 Except as otherwise stated in this Agreement, the Licensee shall not sub-license, assign, transfer, pledge or otherwise encumber its rights and/or obligations under this Agreement, without prior written approval of the University.

2.5 The Parties agree that, except as required by law, they will not use the name, trade name, trademark, or other identifier of the other party for any advertising, promotion, press, media or other public purpose except upon advance written notice of approval. PsyMetRiC (any version) used by the Licensee shall incorporate the following wording: © 2026 The University of Birmingham | All rights reserved.

3.0 INTELLECTUAL PROPERTY RIGHTS

3.1 The Parties acknowledge that the PsyMetRiC underlying algorithms which have been made available by the University to the Licensee pursuant to Clause 2 in order for the Licensee to use PsyMetRiC in the Study. The Parties acknowledge that the University Intellectual Property Rights contained, in PsyMetRiC Tool in the algorithm, flowchart, legend, dictionary and User Manual which have been generated prior to this agreement shall vest with the University.

3.2 The Licensee is not allowed to modify, alter and amend the University Intellectual Property Rights contained in the PsyMetRiC underlying algorithms.

3.3 The Licensee Intellectual Property Rights including but not limited to the software and hardware developed by the Licensee for the purpose of making available the PsyMetRiC underlying algorithms for the purpose of the Study are and shall remain vested in the Licensee.

4.0 CONFIDENTIAL INFORMATION

4.1 Confidentiality obligations. Each Party ("Receiving Party") undertakes:

4.1.1 to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the other Party ("Disclosing Party") in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;

4.1.2 to use such Confidential Information only for the purposes of this Agreement; and

4.1.3 to disclose such Confidential Information only to those of its employees, contractors, professional advisers, Affiliates and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

4.2 Exceptions to obligations. The provisions of Clause 4.1 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

4.2.1 was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or

4.2.2 is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or

4.2.3 is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees, Affiliates or sub-licensees; or

the Receiving Party is required to disclose to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority, provided that the Receiving Party shall:

4.2.3.1 inform the Disclosing Party as soon as is reasonably practicable; and

4.2.3.2 at the Disclosing Party's request seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures; or

4.2.4 which a Party is advised by its information officer that it is required to disclose under either the Freedom of Information Act 2000 or the Environmental Information Regulations 2004;

or

4.3 Disclosure to employees. The Receiving Party shall procure that all of its employees students, contractors, Affiliates and sub-licensees pursuant to this Agreement (if any) who have access to any of the Disclosing Party's information to which Clause 4.1 applies, shall be made aware of and subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as Clauses 4.1 and 4.2 and which apply to the Disclosing Party's Confidential Information.

4.4 Cooperation with the University. If the University receives a request under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (a "Statutory Request") to disclose any of the Licensee's Confidential Information, it will send a notice to the Licensee

together with a copy of the Statutory Request. The Licensee will respond within ten (10) days after receiving such notice as to whether or not it considers that an exemption applies to the Statutory Request. If the Licensee states that it believes an exemption applies, the University shall use its reasonable endeavours to apply such an exemption to the Confidential Information subject to the Statutory Request.

4.5 Return of information. Upon any termination of this Agreement, the Receiving Party shall return to the Disclosing Party any documents or other materials that contain the Disclosing Party's Confidential Information including all copies made and, subject to Clause 11.3, make no further use or disclosure thereof.

5.0 PROCESS

5.1 The Licensee is required to detail the Study as part of the registration process on the licensing website of the University.

5.2 The Licensee hereby provides permission for the University to contact the Licensee with any updates to the PsyMetRiC underlying algorithms, however this does not obligate the University to inform the Licensee about any updates.

6.0 NOTIFICATIONS

6.1 Notices. Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause 6.1. Notices sent as above shall be deemed to have been received three (3) working days after the day of posting (in the case of inland first-class mail), or seven working days after the date of posting (in the case of air mail).

In the case of notices to the University, sent to:

Director of Enterprise, The University of Birmingham, Edgbaston, Birmingham, B15 2TT, United Kingdom and copied to: Chief Executive Officer, University of Birmingham Enterprise Ltd, Birmingham Research Park, Vincent Drive, Birmingham, B15 2SQ, United Kingdom.

In the case of notices to the Licensee, sent to the Licensees, name and address as input on the licensing website.

7.0 COLLECTED DATA

7.1 The Licensee is responsible for the collection of all personal and other data in connection with the Study and will be solely responsible for compliance with all applicable laws and regulations in respect of the protection of personal and other data.

7.2 The Licensee shall indemnify and hold the University harmless against any and all claims, liabilities, costs and expenses, which may arise out of any applicable law or regulation in respect of the protection of personal and other data in relation to the Study.

8.0 WARRANTIES, LIABILITY & INDEMNITIES

8.1 Warranties by the University. The University warrants and undertakes as follows:

8.1.1 it is the proprietor of PsyMetRiC and has caused all of its employees who are named as authors of PsyMetRiC to execute such assignments of PsyMetRiC as may be necessary to pass all of their right, title and interest in and to PsyMetRiC to the University; and

8.1.2 it has not done, and shall not do nor agree to do during the continuation of this Agreement, the following if to do so would be inconsistent with the exercise by the Licensee of the rights granted to it under this Agreement, namely: assigned, mortgaged, charged any of

PsyMetRiC (subject to Clause 13.3.2) any of its rights or obligations under this Agreement.

8.2 Acknowledgements. The Licensee acknowledges that:

8.2.1 Specific results cannot be guaranteed from the use of the PsyMetRiC underlying algorithms and any results, materials, information or other items (together "Delivered Items") provided under this Agreement are provided "as is" and without any express or implied warranties, representatives or undertakings. As examples, but without limiting the foregoing, the University does not give any warranty that Delivered Items are of merchantable or satisfactory quality, are fit for any particular purpose, comply with any sample or description, or are viable, uncontaminated, safe or non-toxic, accurate, up to date or complete; and

8.2.2 The University has not performed any searches or investigations into the existence of any third-party rights that may affect any of the University Intellectual Property.

8.3 No other warranties.

8.3.1 Each of the Licensee and the University acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

8.3.2 Without limiting the scope of Clause 8.3.1, the University does not make any representation nor give any warranty or undertaking:

8.3.2.1 as to the efficacy or safety or usefulness of the PsyMetRiC underlying algorithms; or

8.3.2.2 that the use of any of the PsyMetRiC underlying algorithms or the exercise of any of the rights granted under this Agreement will not infringe any other intellectual property or other rights of any other person; or

8.3.2.3 that the PsyMetRiC underlying algorithms or any other information communicated by the University to the Licensee under or in connection with this Agreement will produce results of satisfactory quality or are fit for the purpose for which the Licensee intended or that any results will not have any latent or other defects, whether or not discoverable; or

8.3.2.4 as imposing any obligation on the University to bring or prosecute actions or proceedings against third parties for infringement of the PsyMetRiC underlying algorithms.

8.4 Liabilities by the University.

8.4.1 For the avoidance of any doubt, the University is not liable for any damage resulting from the misuse of the PsyMetRiC underlying algorithms provided by the University to the Licensee. The limitations and exclusions of liability mentioned in this Clause 8.4 shall not apply in the event and to the extent that the damage is the result of the intent or gross negligence of University or its employees.

8.4.2 The Licensee shall indemnify and hold the University harmless against any and all claims, direct liabilities, costs and expenses, which may arise out of the reproduction of the content of the PsyMetRiC underlying algorithms delivered by the University to the Licensee, despite any influence erroneous content may have had on the Study or Routine Practice results, except for gross negligence or wilful misconduct by the University.

8.4.3 The proper operation and use of the PsyMetRiC underlying algorithms is solely the Licensee's responsibility. In the event that the Licensee fails to comply with the terms as set forth in this Agreement, the University is entitled to withdraw the permission to use the PsyMetRiC underlying algorithms and to claim compensation or performance in accordance with this Agreement.

8.4.4 If, at any time during the term of this Agreement, the Licensee learns of any infringement by a third party of any Intellectual Property Rights in connection with the PsyMetRiC underlying algorithms, the Licensee shall promptly notify the University. The University shall at their discretion decide to institute or not institute proceedings against the infringing party.

8.5 Indemnity. The Licensee shall indemnify the Indemnitees against all Third Party Claims that may be asserted against or suffered by any of the Indemnitees and which relate to:

8.5.1 the use by the Licensee ; or

8.5.2 a breach by the Licensee of any laws or regulations during the Study.

8.6 Liability of Indemnitees.

8.6.1 To the extent that any Indemnitee has any liability in contract, tort, or otherwise under or in connection with this Agreement, including any liability for breach of warranty, their liability shall be limited in accordance with the following provisions of this Clause 8.6; and

8.6.2 The aggregate liability of the Indemnitees shall be limited to the total income that the University has received from the Licensee (less any expenses that the University has incurred in obtaining and maintaining and validating the PsyMetRiC underlying algorithms) during the period of six years preceding the date on which the liability arises, or £10,000, whichever is the higher; and

8.6.3 In no circumstances shall any of the Indemnitees be liable for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee or its Affiliates that is (a) of an indirect, special or consequential nature or (b) any loss of profits, revenue, business opportunity or goodwill; and

8.6.4 Nothing in this Agreement excludes any person's liability to the extent that it may not be so excluded under applicable law, including any such liability for death or personal injury caused by that person's negligence, or liability for fraud.

9.0 PAYMENTS

There are no payments associated with this product.

10.0 RECORDS

10.1 Licensee Records and Societal Impact. The Licensee shall keep at its normal place of business detailed and up to date records showing the contact name, name of trial, sponsor, target sample size, countries for use, participating sites and languages requested for the Study; or the contact name, participating sites, countries for use and languages requested for use in Routine Practice. This is to assist the University to produce impact case studies or other such material under the Research Excellence Framework or any similar governmental initiative.

11.0 DURATION AND TERMINATION

11.1 Commencement and Termination by Expiry for use of the PsyMetRiC underlying algorithms in a Study. This Agreement commences on the Effective Date and shall continue to be in force until termination of the Study except in case of earlier termination as described in this Clause 11. After the termination of the Study, this Agreement terminates automatically.

11.2 Early Termination. Either Party may terminate this Agreement immediately by giving written notice to the other Party, in the event that:

11.2.1 the other Party commits any material breach of its obligations under this Agreement and, after having been notified to remedy the breach, fails to do so within fifteen (15) days following receipt of notice of such breach;

11.2.2 the other Party is adjudicated bankrupt or insolvent, has been granted a suspension of payment, administration, supervision or makes a general assignment for the benefit of its creditors;

11.2.3 compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation and with the prior written approval of the University; or

11.2.4 the other party is dissolved.

11.3 The Licensee is required to notify the University in writing about any restructuring, merger or acquisition of the Licensee within thirty (30) days from the day of formal announcement. Any resulting change in control of ownership of the Licensee provides the University the possibility to revise the terms of this Agreement.

11.4 Consequences of Termination. In the event that this Agreement is terminated as described in Clause 11.1, the Licence granted ceases immediately and the Licensee is not entitled to use the PsyMetRIC Tool, in any form, any longer.

11.5 The Licensee shall return to the University, or at the University's request, destroy any documents or other material that are in its or its Vendor's possession or under its control and that contain the University's Confidential Information (by way of exception to the foregoing, one copy of the Confidential Information may be retained by the Licensee solely to enable it to determine its on-going obligations hereunder and the Licensee shall not be required to destroy any securely stored off-site computer files created during automatic system back up).

11.6 Termination shall not affect any provision of this Agreement that by its nature and intent remains valid after termination. Terms and conditions included in this Agreement whose nature require them to be applicable even after termination of this Agreement will continue to exist after such termination, including but not limited to the following clauses of this Agreement: 4, 8.5, 8.6, 9, 11.4, 13.

11.7 A Party's right of termination under this Agreement, and the exercise of any such right, shall be without prejudice to any other right or remedy (including any right to claim damages) that such Party may have in the event of a breach of contract or other default by the Other Party.

12.0 DISPUTE RESOLUTION

12.1 Dispute Resolution. If any dispute arises in connection with this Agreement it shall be notified in writing by one Party to the other and the following process shall be used:

12.1.1 An initial meeting between such senior officers each Party nominates shall be held within 30 days of receipt of notice solely in order to negotiate in good faith to resolve the matter in dispute. If the dispute cannot be settled by the nominated senior officers, the Pro Vice Chancellor (Research & Knowledge Transfer) of the University and the Chief Executive Officer of the Licensee shall meet promptly to try and resolve the dispute.

12.1.2 If the Parties fail to settle any dispute under Clause 12.1.1 within 60 days of such initial meeting then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("ADR notice") to the other Party to the dispute requesting mediation. A copy of the request should be sent to CEDR. The mediation will not start later than thirty (30) days after the date of the ADR notice.

12.1.3 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation pursuant to the provisions of Clauses 12.1.1 and 12.1.2 above and either mediation has terminated or the other

Party has failed to participate in the mediation, provided that the right to issue court proceedings or apply for interim injunctive relief is not prejudiced by a delay.

12.2 Governing law and jurisdiction. The construction, validity and performance of this Agreement shall be governed by English Law and, subject to Clause 12.1 above, the Parties submit to the exclusive jurisdiction of the courts of England except that a Party may seek an interim injunction in any court of competent jurisdiction.

13.0 GENERAL

13.1 Force majeure. Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party, including labour disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

13.2 Amendment. This Agreement may only be amended in writing signed by duly authorised representatives of the University and the Licensee.

13.3 Assignment and third-party rights.

13.3.1 Subject to Clause 13.3.2 the Licensee shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the University.

13.3.2 The University shall be entitled to withhold consent where, in the reasonable opinion of the University:

13.3.3 the proposed assignee is not of sufficient financial standing to enable it to comply with the Licensee's obligations in this Agreement; or

13.3.4 the University's reputation would be adversely affected by the assignment.

13.3.5 If any of the circumstances in Clause 11.2.2 applies to it either at the time the application for consent is made or after that date but before the University's consent is given, the University may withhold its consent and if after consent has been given but before the assignment has taken place any such circumstances apply the University may revoke its consent.

13.3.6 The University is entitled as a condition of granting consent to impose all or any of the following conditions:

13.3.6.1 The assignee enters into a direct covenant with the University to perform and observe all the Licensee's obligations of this Agreement while it is vested in the assignee

13.3.6.2 The Licensee pays to the University in full all sums properly due under this Agreement and the Licensee makes good any breach or non-performance of this Agreement.

13.4 Waiver. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

13.5 Invalid clauses. If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.

13.6 No Agency. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

13.7 Further action. Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

13.8 Announcements. Neither Party shall make any press or other public announcement (an "Announcement") concerning any aspect of this Agreement or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party where such consent shall not be unduly or unreasonably withheld or delayed. The Party wishing to make an Announcement shall provide a copy of the proposed disclosure along with any other relevant information to the other Party and the other Party shall have ten (10) working days to respond with either suggested amendments or reasons why no such Announcement should be made. In the event that the Parties cannot reach agreement on the nature, form and wording of the Announcement then no such Announcement will be made.

13.9 Equality. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and all legislation, directives and guidance relating to equality and discrimination.

13.10 Data Protection. The Parties each acknowledge and agree that:

13.10.1 as at the Effective Date any research data to be transferred pursuant to this Agreement does not constitute personal data as defined in the Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 ("Personal Data");

13.10.2 they may need to process Personal Data relating to each Party's representatives (in their respective capacities as data controllers) where relevant in order to:

13.10.3 administer and perform their respective activities and obligations under this Agreement; and

13.10.3.1 compile, dispatch and manage any payments agreed under this Agreement; and

13.10.3.2 manage this Agreement and resolve any disputes relating to it; and

13.10.3.3 respond and/or raise general queries relating to this Agreement; and

13.10.3.4 comply with their respective regulatory obligations; and

13.10.4 each Party shall process such Personal Data relating to each Party's representatives for the purposes set out in this Clause in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with their Affiliates and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in this Clause, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable data protection laws.

13.10.5 although not contemplated under this Agreement, if during the term of this Agreement it becomes necessary to transfer any research data which contains any Personal Data, the Parties shall prior to any such transfer enter into a data transfer agreement in such format as shall comply with applicable data protection laws.

13.11 Good Conduct. The Parties shall be entitled to cancel this Agreement immediately upon written notice if the other Party or its employees or agents are found to have made, offered, accepted or taken or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body as an inducement or reward for showing or forbearing to show favour or disfavour to any person or for doing or forbearing to do any action in relation to or for the purposes of offering or obtaining an advantage in relation to performance of this Agreement or where such action is in contravention of the Bribery Act 2010. The Parties

warrant that they have adequate and robust policies and procedures in place in accordance with guidance issued under the Bribery Act 2010.

13.12 Modern Slavery. The Parties shall be entitled to cancel this Agreement immediately upon written notice if the other Party or its employees or agents are found to be involved in modern slavery (namely the exploitation of others through slavery, servitude, forced and compulsory labour and human trafficking). The Parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.

13.13 Third parties. Except for the rights of the Indemnitees as provided in Clause 8.5, who may in their own right enforce the provisions of that Clause, this Agreement does not create any right enforceable by any Third Party under the Contracts (Rights of Third Parties) Act 1999, but this Clause does not affect any right or remedy of a Third Party which exists or is available apart from that Act. The Parties may amend, renew, terminate or otherwise vary all or any of the provisions of this Agreement, including Clause 8.5 without the consent of the Indemnitees.

13.14 Insurance. Without limiting its liabilities under Clause 8, the Licensee shall take out with a reputable insurance company and maintain at all times during the term of this Agreement public and product liability insurance including against all loss of and damage to property (whether real, personal or intellectual) and injury to persons including death arising out of or in connection with this Agreement and the Licensee's and its Affiliates' use of the PRO Instrument, including but not limited to, in research studies or clinical studies or clinical trials. Such insurances may be limited in respect of one claim provided such limit must be at least £5 million (five million pounds sterling).

13.15 Counterparts and execution. The Parties may execute this Agreement in one or more counterparts, which may be by electronic signature or transmission, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, and will be given the effect of an original signature upon receipt by the other Party of the electronic signature or transmission.

13.16 Entire agreement. This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. Subject to Clause 8.6.4, the Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

13.17 Interpretation. In this Agreement:

- i) the headings are used for convenience only and shall not affect its interpretation;
- ii) references (a) to persons shall include incorporated and unincorporated persons; or (b) to the singular include the plural and vice versa; or (c) to the masculine, include the feminine and vice versa; or (d) to Clauses and Schedules mean clauses of, and schedules to, this Agreement; or (e) in this Agreement to termination shall include termination by expiry;
- iii) references to "includes", "including", "additionally", "incorporating" and words or phrases of similar import shall not be deemed to be terms of limitation but rather be deemed to be followed by the words "without limitation"; and
- iv) references to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any applicable EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it.

THIS AGREEMENT SHALL BE DEEMED EXECUTED IN WRITING AND SIGNED BY THE PARTIES
UPON THE COMPLETION OF DELIVERY TO THE LICENSEE OF THE PSYMETRIC UNDERLYING
ALGORITHMS

References

1. Benjamin I Perry 1 , Emanuele F Osimo 2 , Rachel Upthegrove 3 , Pavan K Mallikarjun 3 , Jessica Yorke 4 , Jan Stochl 5 , Jesus Perez 6 , Stan Zammit 7 , Oliver Howes 8 , Peter B Jones 6 , Golam M Khandaker 9(July 2021) , <https://pubmed.ncbi.nlm.nih.gov/34087113/>, National Library of Medicine, 589-598