



<Date>

<Party Details>

IBDSMART APP

This letter records an agreement between the University of Otago (**University**) and <Party> concerning the use by <Party> of the IBDSmart app, being an app that allows communication between IBD patients and healthcare providers (**App**).

The University and <Party> agree as follows:

1. The University grants to <Party> for a period of two years from the date of this letter agreement (**Term**), a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to access and use the App in the daily clinical care of its patients (**Purpose**). Such accessing and use will be via the dedicated portal established by the University for users of the App, or by such other means as the University may specify.
2. Under the licence granted in paragraph 1 the staff of <Party> will be permitted to access and use the App for the Purpose during the Term. Any accessing or use of the App by <Party> or its staff other than for the Purpose is prohibited. For the avoidance of doubt, any use of the App in connection with the daily clinical care of non-<Party> patients is prohibited.
3. If <Party> wishes to access or use the App for any purpose other than the Purpose, it will need to negotiate a separate licence agreement with the University to permit such accessing or use.
4. The accessing and use of the App by <Party> and its staff will be subject to such other terms and conditions as may be specified in writing from time to time by the University.
5. At least three months prior to the end of the Term the parties will discuss whether to extend the Term and if so on what terms, and what royalties or licence fees will be payable for any extended period of the Term. If the parties do not agree to extend the Term, <Party> must at the end of the Term cease all accessing and use of the App.
6. The University warrants to <Party> that it is entitled to grant the licence to <Party> under this letter agreement, but gives <Party> no other warranties or representations of any kind. In particular, the University gives no warranties about the App relating to quality, fitness for any particular purpose or ability to achieve a particular result, or that the App will be error free or available at any particular time. <Party> acknowledges that it does not enter into this Agreement in reliance on any representation, warranty, term or condition except as expressly provided in this letter agreement, and that all conditions, warranties or other terms implied by statute or common law are excluded from this letter agreement to the fullest extent permitted by law.
7. This letter agreement contains the whole of the contract and understanding between the parties concerning the App. It supersedes all prior representations, agreements, statements and understandings between the parties relating to the App.
8. New Zealand law governs the formation, validity, construction and performance of this letter agreement. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

If you agree with the terms and conditions of this letter agreement please sign below where indicated.

Yours sincerely

Dr Martin Gagnon (Director, Research and Enterprise)

<Party> agrees to the terms and conditions of this letter agreement.

Signature of authorised signatory

Name of authorised signatory

Date