



The National Board of Health

Release Licence Agreement

Sundhedsstyrelsen

Retningslinjer for licensforhold i Danmark

Forord

Danmark er medlem af den internationale forening: IHTSDO® (International Health Terminology Standards Development Organisation), hvilket giver både rettigheder og forpligtelser i forhold til anvendelsen af SNOMED CT® og Sundhedsterminologien.

Sundhedsstyrelsen betaler årligt et beløb til IHTSDO® for dette medlemskab og har dermed ret til frit at anvende SNOMED CT® i Danmark. Samtidig medfører medlemskabet ansvar for at vedligeholde og udvikle Sundhedsterminologien nationalt – herunder også administration af licensforhold.

Sundhedsstyrelsen kan udstede licens til alle interesserede. Dette giver adgang til bred anvendelse af Sundhedsterminologien på nationalt niveau. I praksis sker dette efter accept af de gældende 'Retningslinjer for licensforhold' (nærværende dokument) og underskrivelse af en blanket, der bekræfter dette. Blanketten er vedhæftet som Appendix B sidst i dette dokument.

På IHTSDO's hjemmeside er der adgang til en række tekniske dokumenter, der nærmere beskriver de tekniske specifikationer i forhold til bl.a. udvekslingsformat, brugerformat, XML-skemaer og reference-sets.

Se: <http://www.ihtsdo.org/our-standards/technical-documents/>

Alle spørgsmål vedrørende anvendelse af Sundhedsterminologien i Danmark kan ske til Sundhedsstyrelsen, Islands Brygge 67, 2300 København S, e-mail: sundterm@sst.dk.

Alle spørgsmål vedrørende anvendelse af SNOMED CT i andre lande, kan ske direkte til IHTSDO, Rued Langgaards Vej 7 5te, 2300 København S, e-mail: info@ihtsdo.org.

Otto Larsen

Vicedirektør, Sundhedsstyrelsen

Den 18. december 2007

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IMPORTANT NOTICE – PLEASE READ THE FOLLOWING CAREFULLY

This is a Licence Agreement between (1) the National Board of Health, Islands Brygge 67, 2300 Copenhagen S, 'Sundhedsstyrelsen', as **licensor** and (2) the person or organisation to which the Danish National Release of SNOMED CT (whether on its own or incorporating the International Release of SNOMED CT) is distributed or otherwise made available ("**Licensee**").

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

By downloading, accessing or using any part of the Danish 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.

1. Defined terms

In this Licence Agreement, terms defined in Appendix A (**Defined Terms**) have the meanings set out in that Appendix.

2. Grant of licence

2.1.

THE NATIONAL BOARD OF HEALTH grants the Licensee, subject to the terms of this Licence Agreement, a perpetual (subject to revocation in accordance with **clause 5**), worldwide, non-exclusive, non-transferable licence for the term of this Licence Agreement to:

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

2.1.2 create Extensions and Derivatives from the Danish National Release and use and modify any such Extensions and Derivatives subject to policies and procedures laid down by the National Board of Health and the IHTSDO;

2.1.3 incorporate the Danish National Release into Licensee Products, use and modify the Danish National Release in those Licensee Products only, and distribute Licensee Products under a sub-licence in accordance with **clause 2.1.4**.

2.1.4 subject to **clause 5.9**, grant sub-licenses of the Danish National 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 Danish National Release, and must ensure that its officers, employees, agents and contractors only use the Danish National Release:

2.2.1 for the Licensee's internal business purposes (including the creation by the Licensee of Extensions, Derivatives and 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 Danish 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 the Danish National Release into any other human language without the prior written consent of THE NATIONAL BOARD OF HEALTH.

2.4.

Each sub-licence granted by the Licensee under **clause 2.1.4** must:

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

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

2.4.3 not permit the End User to sub-licence or transfer any of its rights under the sub-licence (unless the End User is also a licensee from THE NATIONAL BOARD OF

HEALTH of the National Release, in which case that licensee End User shall be entitled to sub-license further its rights under the sub-licence with the Licensee, subject to the same restrictions as apply to sub-licensing the National Release under the End User's licence agreement with THE NATIONAL BOARD OF HEALTH);

2.4.4 terminate automatically upon termination of this Licence Agreement;

2.4.5 provide that the End User may apply directly to THE NATIONAL BOARD OF HEALTH upon receiving notice that the sub-licence will terminate in accordance with **clause 2.4.4**, and that THE NATIONAL BOARD OF HEALTH may in such circumstances (but shall not be obliged to): (a) grant the End User a licence in respect of the Danish 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-licence during that period; or

(b) give the End User an assurance or undertaking that for a limited period THE NATIONAL BOARD OF HEALTH will not seek to prevent the End User from using the Licensee Products;

2.4.6 permit the Licensee to disclose the terms of the sub-licence to THE NATIONAL BOARD OF HEALTH in accordance with **clause 8** and to in turn permit THE NATIONAL BOARD OF HEALTH to disclose, any and all such licence terms and related information to IHTSDO and any other person THE NATIONAL BOARD OF HEALTH considers has a 'need to know' or where THE NATIONAL BOARD OF HEALTH is obliged by applicable laws to make disclosure of that information; and

2.4.7 provide that if End User becomes aware of any material error or change or correction needed in either the Danish National Release or the International Release, the End User agrees to advise the Licensee accordingly.

2.5.

If the Licensee becomes aware of any material error or change or correction needed in either the Danish National Release or the International Release, the Licensee agrees to advise THE NATIONAL BOARD OF HEALTH promptly of such error, change or correction by following THE NATIONAL BOARD OF HEALTH's procedures for change notification that THE NATIONAL BOARD OF HEALTH prescribes and notifies to the Licensee from time to time.

2.6.

The Licensee shall comply with the Internet security measures that the IHTSDO prescribes and is available from IHTSDO from time to time.

2.7.

THE NATIONAL BOARD OF HEALTH reserves the right to change the type and format of its machine-readable data in respect of the Danish National Release. THE NATIONAL BOARD OF HEALTH agrees to inform the Licensee of any changes to the type or format of the Danish National Release, except additions of entirely new data elements to the Danish National Release, at least 90 days before the Danish National Release containing the new type or format is distributed.

3. Extensions and derivatives

3.1.

The Licensee may not in respect of the Danish National Release create any Standards-Based Extension or any Standards Based Derivative unless it has first been issued with a Namespace Identifier.

3.2.

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

3.3.

Subject to **clauses 3.4** and **3.5**, the Licensee shall own all Intellectual Property Rights in all Extensions and Derivatives that the Licensee creates under this Licence 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 NATIONAL BOARD OF HEALTH and the IHTSDO within thirty (30) days after the transfer.

3.4.

The Licensee shall, if requested by THE NATIONAL BOARD OF HEALTH, transfer to THE NATIONAL BOARD OF HEALTH or the IHTSDO all of its Intellectual Property Rights in such Standards-Based Extensions (or parts thereof) as THE NATIONAL BOARD OF HEALTH may specify.

3.5.

The Licensee shall, if requested by THE NATIONAL BOARD OF HEALTH and agreed by the Licensee in the Licensee's sole discretion, transfer to THE NATIONAL BOARD OF HEALTH or IHTSDO or to such other person as THE NATIONAL BOARD OF HEALTH or IHTSDO may nominate all of its Intellectual Property Rights in such Standards-Based Derivatives as THE NATIONAL BOARD OF HEALTH may specify.

3.6.

Upon the transfer to THE NATIONAL BOARD OF HEALTH, or to IHTSDO, of the Intellectual Property Rights in any Standards-Based Extension (or part thereof) or Standards-Based Derivative in accordance with **clauses 3.4** or **3.5**:

3.6.1 responsibility for the maintenance and distribution of that Extension (or part thereof) or Derivative shall also transfer from the Licensee to THE NATIONAL BOARD OF HEALTH or IHTSDO (as the case may be).

4. Modifications to the Danish national release

4.1.

Subject to **clause 2.1.4**, the Licensee may not modify any part of the SNOMED CT Core distributed as part of the Danish National Release.

4.2.

Subject to any express and specific statement to the contrary in the documentation distributed as part of the Danish 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 Danish National Release.

4.3.

The Licensee may, by written notice, request THE NATIONAL BOARD OF HEALTH to modify the Danish National Release. Upon receipt of such written notice, THE NATIONAL BOARD OF HEALTH shall consult with the Licensee and shall give due consideration as to whether the proposed modification should be made based on THE NATIONAL BOARD OF HEALTH's editorial guidelines and policies. Following due consideration of the matter, including consideration of any information presented by the Licensee, THE NATIONAL BOARD OF HEALTH shall inform the Licensee whether the proposed modification shall be made and if THE NATIONAL BOARD OF HEALTH agrees that the proposed modification should be made, THE NATIONAL BOARD OF HEALTH 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 pro-

posed modification to be developed more quickly than THE NATIONAL BOARD OF HEALTH 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 THE NATIONAL BOARD OF HEALTH's support services contract). On receipt of the developed content of the proposed modification, THE NATIONAL BOARD OF HEALTH will then give due consideration as to whether the developed content meets THE NATIONAL BOARD OF HEALTH's quality assurance, other governance processes, Standards and Regulations. If the developed content meets THE NATIONAL BOARD OF HEALTH's quality assurance, other governance processes, Standards and Regulations then THE NATIONAL BOARD OF HEALTH will give due consideration to incorporating it into the Danish National Release.

5. Term and termination

5.1.

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

5.2.

Either party may terminate this Licence Agreement if the other party commits a material breach of any of its obligations under this Licence Agreement in accordance with the following procedure:

5.2.1 the party seeking to terminate the Licence 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; and

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 by giving 90 days written notice to the Defaulting Party (the "**Termination Notice**").

5.3.

THE NATIONAL BOARD OF HEALTH may not terminate this Licence Agreement except:

5.3.1 in accordance with **clause 5.2**; or

5.3.2 in circumstance where THE NATIONAL BOARD OF HEALTH ceases to be a member of IHTSDO notwithstanding the reason.

5.4.

The Licensee may terminate this Licence Agreement:

5.4.1 by giving up to twelve (12) months' prior written notice to THE NATIONAL BOARD OF HEALTH at any time between THE NATIONAL BOARD OF HEALTH giving notice of a variation under **clause 6.3** and that variation becoming effective in accordance with **clause 6.3**; and

5.4.2 in any other circumstance on giving not less than 90 days notice.

5.5.

The Licensee acknowledges that it must be an Affiliate in order to be entitled to exercise its rights under this Licence Agreement and that accordingly this Licence Agreement shall automatically terminate upon the Licensee ceasing to be an Affiliate. Such a termination must be notified to THE NATIONAL BOARD OF HEALTH in writing with not less than 45 days notice.

5.6.

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

5.7.

The Licensee shall, by no later than forty five (45) days after termination of this Licence Agreement for any reason, remove all copies of the Danish National Release from its computer systems and destroy all copies of electronic, paper copy and other media containing or representing any part of the Danish National Release. The Licensee shall, if requested by THE NATIONAL BOARD OF HEALTH, certify in writing to THE NATIONAL BOARD OF HEALTH that the Licensee has complied with its obligations under this **clause 5.7**.

5.8.

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.

5.9.

The Licensee may not grant any new sub-licence under **clause 2.1.4** after either party has given notice under **clauses 5.2** or **5.4**.

5.10.

THE NATIONAL BOARD OF HEALTH and IHTSDO shall be entitled to publicise the termination of this Licence Agreement to such persons (including Members, other than THE NATIONAL BOARD OF HEALTH, other Affiliates of IHTSDO and End Users) and in such manner as it sees fit.

5.11.

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

6. New versions and changes to licence terms

6.1.

THE NATIONAL BOARD OF HEALTH shall notify the Licensee when each new version of the Danish National Release is made available and there shall be a mechanism for licensees to access or obtain copies of the new version of the Danish National Release. The Licensee shall be liable for any reasonable distribution charge, if applicable, established by THE NATIONAL BOARD OF HEALTH for each copy of the new version of the Danish National Release.

6.2.

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

6.3.

THE NATIONAL BOARD OF HEALTH may vary the terms of this Licence Agreement by giving written notice to the Licensee. Any such variation shall take effect not less than ninety (90) days (hundred and forty (140) in the case of a variation under clause 7.2) after the notice is given, as specified in the notice. If the Licensee does not wish this Licence Agreement to continue subject to the variation, the Licensee may terminate this Licence Agreement in accordance with **clause 5.4**, and if the Licensee does so then the variation shall not take effect.

7. Licence fees

7.1.

At the commencement of this Agreement, no licence fees, charges, usage fees or royalties are payable in respect of the Danish National Release.

7.2.

THE NATIONAL BOARD OF HEALTH may by virtue of **clause 6.3**, amend this Licence Agreement so that licence fees, charges, usages fees and royalties are payable in respect of the Danish National Release to the extent necessary to allow THE NATIONAL BOARD OF HEALTH to recover its costs incurred in connection with its membership of the IHTSDO and activities performed pursuant to that membership and further provide for payment of interest in case of default.

8. Protection of the National Board of Health's intellectual property

8.1.

Nothing in this Licence Agreement transfers to the Licensee any right, title or interest in or to the Intellectual Property Rights in the Danish National Release or any part of it, except as expressly set out in **clause 2**.

8.2.

Except as set out within **clause 8**, the Licensee shall not:

8.2.1 use any trademark or service mark (or any registrations thereof) in any name that includes or that is confusingly similar to THE NATIONAL BOARD OF HEALTH's (Sundhedsstyrelsens) trade or service marks 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 words THE NATIONAL BOARD OF HEALTH (Sundhedsstyrelsen) or that is confusingly similar to THE NATIONAL BOARD OF HEALTH's (Sundhedsstyrelsens) trade or services marks;

8.2.3 abbreviate THE NATIONAL BOARD OF HEALTH's (Sundhedsstyrelsens) trade or services marks; or

8.2.4 do anything with respect to the foregoing trade or service marks that damages or could reasonably be deemed to reflect adversely on THE NATIONAL BOARD OF HEALTH (Sundhedsstyrelsen) or such trade or service 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-licence granted by the Licensee under **clause 2.1.5**:

"This material includes materials licensed from Sundhedsstyrelsen, also known as THE NATIONAL BOARD OF HEALTH on condition that all users comply, with respect to those licensed materials, with the terms and conditions, on which Sundhedsstyrelsen or THE NATIONAL BOARD OF HEALTH makes those licensed material available."

Or in Danish:

"Dette materiale indeholder produkter og materiale bevilliget af Sundhedsstyrelsen, og det kan anvendes på betingelse af, at alle brugere retter sig efter de betingelser og vilkår, der er gældende for disse bevilligede materialer og produkter, fastsat af Sundhedsstyrelsen, som bevilligende myndighed."

8.3.2 specify in all media on which the Licensee Products are distributed the version and date of the Danish National Release and International Release contained in the Licensee Product.

8.4.

Upon reasonable written notice from THE NATIONAL BOARD OF HEALTH, the Licensee shall provide THE NATIONAL BOARD OF HEALTH 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 NATIONAL BOARD OF HEALTH's rights and obliga-

tions under this License Agreement) and/or other written materials relating to the Licensee's use of the Danish National Release to enable THE NATIONAL BOARD OF HEALTH reasonably to ascertain the Licensee's compliance with its obligations under this Licence Agreement. In the absence of circumstances giving THE NATIONAL BOARD OF HEALTH reasonable grounds to suspect a breach of this Licence Agreement, THE NATIONAL BOARD OF HEALTH may not give notice under this **clause 8.4** more frequently than once per year.

8.5.

The Licensee shall maintain such quality standards (if any) with respect to the use of the Danish National Release that are developed and published by THE NATIONAL BOARD OF HEALTH or the IHTSDO from time to time. If any use of the Danish National Release (including without limitation use through a Licensee Product) is reasonably determined by THE NATIONAL BOARD OF HEALTH to be below the standards of quality required under this Licence Agreement, THE NATIONAL BOARD OF HEALTH 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 NATIONAL BOARD OF HEALTH may reasonably specify).

8.6.

The Licensee shall maintain a complete, accurate and up-to-date register of all sub-licences granted by the Licensee under **clause 2.1.5**, and shall make that register available for inspection during normal business hours by THE NATIONAL BOARD OF HEALTH and its representatives upon THE NATIONAL BOARD OF HEALTH giving not less than fourteen (14) days' prior written notice. The register maintained by the Licensee under this **clause 8.6** shall at a minimum contain the following information in respect of each sub-licence:

- the name and registered office of the sub-licensee;
- the Licensee Product subject to the sub-licence;
- and the version of the International and Danish National Release included in that Licensee Product.

In the absence of circumstances giving THE NATIONAL BOARD OF HEALTH reasonable grounds to suspect a breach of this Licence Agreement, THE NATIONAL BOARD OF HEALTH may not give notice under this **clause 8.6** more frequently than once per year.

9. Licensee obligations

9.1.

The Licensee:

will give notice to THE NATIONAL BOARD OF HEALTH of any intention to use or otherwise exploit its rights under this Licence Agreement in respect of a Member Territory or in respect of a geographical area other than THE NATIONAL BOARD OF HEALTH Territory or another Member Territory.

10. Additional licensee obligations

10.1.

The Licensee must not, without the prior written consent of THE NATIONAL BOARD OF HEALTH create, attempt to create, or distribute any material which includes any Namespace Identifiers for the Danish National release other than those present in the Danish National Release as made available to the Licensee by THE NATIONAL BOARD OF HEALTH.

10.2.

The Licensee shall be entitled to participate in THE NATIONAL BOARD OF HEALTH's 'Licensee Forum', which is a forum in which the Licensee and other licensees may communicate with THE NATIONAL BOARD OF HEALTH and with each other. THE NATIONAL BOARD OF HEALTH may make Regulations from time to time governing the Licensee's participation in the 'Licensee Forum'. New Regulations that THE NATIONAL BOARD OF HEALTH shall make from time to time governing participation in the 'Licensee Forum' shall not remove the Licensee's right to participate in that forum.

11. Warranties and conditions

11.1.

To the fullest extent permitted by statute or law, THE NATIONAL BOARD OF HEALTH excludes all warranties and conditions that would otherwise be implied into this agreement by statute or law. Where THE NATIONAL BOARD OF HEALTH is not able to exclude such a warranty or condition, THE NATIONAL BOARD OF HEALTH limits, to the extent permitted by statute or law, its liability for a breach of that warranty or condition to one or more of the following at its option: (a) in the case of goods, any one of the following: the replacement of goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; the payment of the cost of having the goods repaired; and (b) in

the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.

11.2.

Without limiting **clause 11.1**, THE NATIONAL BOARD OF HEALTH does not represent or warrant that the Danish 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.

To the fullest extent permitted by statute and law, THE NATIONAL BOARD OF HEALTH 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 Licence Agreement (including, without limitation, in respect of the Licensee's use of or inability to use the Danish 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 NATIONAL BOARD OF HEALTH nor any Member shall be liable to the Licensee or any other person for any failure by THE NATIONAL BOARD OF HEALTH or IHTSDO (as the case may be) to maintain or distribute any Extension (or part thereof) or Derivative transferred to THE NATIONAL BOARD OF HEALTH or IHTSDO (as the case may be) in accordance with **clauses 3.4 or 3.5**.

12.3.

The liability of THE NATIONAL BOARD OF HEALTH arising in any year under or in connection with this Licence Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not in circumstances where licence fees, charges, usage fees or royalties are payable under this agreement in any event exceed the aggregate of such amounts paid by the Licensee in respect of that year.

12.4.

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

12.4.1 fraud (including fraudulent misrepresentation); or

12.4.2 death or personal injury caused by the negligence of that party.

13. Assignment

13.1.

The Licensee may not assign, renew or otherwise transfer any of its rights or obligations under this Licence Agreement to any person without the prior written consent of THE NATIONAL BOARD OF HEALTH not to be unreasonably withheld.

13.2.

THE NATIONAL BOARD OF HEALTH may transfer or renew all of its rights and obligations under this Licence Agreement to any person(s) to whom THE NATIONAL BOARD OF HEALTH transfers the Intellectual Property Rights in respect of which the licences under this Licence Agreement are granted whether by way of transfer to:

13.2.1 a successor organisation of THE NATIONAL BOARD OF HEALTH (with the consent of IHTSDO); or

13.2.2 a person that is to replace THE NATIONAL BOARD OF HEALTH as a member of IHTSDO.

14. General provisions

14.1.

This Licence Agreement contains the entire agreement between the parties relating to the subject matter of this Licence 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 Danish National Release.

14.2.

Each party acknowledges that, in entering into this Licence 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 Licence Agreement.

14.3.

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

14.4.

Nothing in this Licence 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 Licence 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 Licence Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this Licence Agreement.

15. Governing law and jurisdiction

15.1.

This Licence Agreement shall be governed by, and construed in accordance with, the laws of the Danish Territory.

Appendix A

Defined Terms

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

Affiliate	an affiliate of the IHTSDO;
Cross-Map	a work consisting of: <ul style="list-style-type: none">a. SNOMED CT Content; andb. content of another nomenclature, classification or knowledge structure; together with a set of relationships between (a) and (b);
Data Analysis System	a computer system that is used to analyse records or other data that is encoded using SNOMED CT, but not if that system is also a Data Creation System;
Data Creation System	a computer system that is used to create records or other data that is encoded using SNOMED CT;
Derivative	a work consisting of: <ul style="list-style-type: none">a. SNOMED CT Content, from the SNOMED CT CORE or an Extension; together withb. either:<ul style="list-style-type: none">▪ additional properties and/or information about such SNOMED CT content;c. and/or<ul style="list-style-type: none">▪ 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;
End User	a third party user of a Licensee Product;

Extension	A work consisting of SNOMED CT Content alone that is supplementary to the SNOMED CT Core and that depends on the SNOMED CT Core promulgated by the National Board of Health or the Licensee (as the case may be);
Intellectual Property Rights	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;
International Release	The release produced and distributed by or on behalf of IHTSDO, consisting of the SNOMED CT Core, the Specifications and the IHTSDO's Derivatives and other documents and software;
IHTSDO	the International Health Terminology Standards Development Organisation (forening med begrænset ansvar), an association (foreningen) established under the laws of Denmark, whose principal place of business is at Rued Langgaards Vej 7, 5,2300 Copenhagen S, Denmark;
Licensee Products	Products distributed or licensed by the Licensee that include the Danish National Release (or any part of it) and/or any Extensions or Derivatives created by the Licensee under this License Agreement;
Member	A member of the IHTSDO;

Member Territory A Territory that is represented by a Member (other than the National Board of Health) (as published by IHTSDO from time to time);

Namespace Identifier 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 SNOMED CT Identifiers;

National Release the release produced and distributed by the National Board of Health (NBH), consisting of:

- the International Release;
- the NBH's and/or another Member's Extensions;
- the NBH's and/or another Member's Derivatives; and
- the NBH's and/or another Member's other materials, specifications, documents and software;

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Danish Territory The Kingdom of Denmark, including the Faroe Islands and Greenland;

Regulation Any requirements published by the IHTSDO with respect to the International Release in accordance with its Articles of Association or published by the NBH with respect to the Danish National Release;

Relationship	A relationship, of a kind defined by IHTSDO in Specifications, between concepts (which may be, without limitation, a hierarchical or an associative relationship) or between a concept and a description;
SNOMED CT	the concept-based work of clinical nomenclature and classification with multiple hierarchies and semantic definitions known as SNOMED Clinical Terms (SNOMED CT);
SNOMED CT Content	Terminological content, consisting of concepts, descriptions and Relationships, each of which is identified using a SNOMED CT Identifier;
SNOMED CT Core	The SNOMED CT Content that is controlled, maintained and distributed by IHTSDO from time to time;
SNOMED CT Identifier	A code, of a kind defined by IHTSDO in Specifications, for identifying concepts, descriptions and relationships;
Specification	Specifications promulgated by IHTSDO 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 IHTSDO or the NBH;
Standards-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;

Sub-Set

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



Appendix B

Licensaftale for licens til Sundhedsterminologien i Danmark

Denne licens giver adgang til anvendelse af den danske Sundhedsterminologi (Snomed CT på engelsk og i dansk oversættelse samt de danske udvidelser).

Ved ændringer i nedenstående forhold er licenstagere forpligtet til at orientere Sundhedsstyrelsen straks.

Information vedrørende licenstagere	
Fulde navn på licenstagere (navn eller firma)	
Registreret adresse	
Registreret adresse (linje 1)	
Registreret adresse (linje 2)	
Postnummer	By
Kontaktperson (autoriseret til at modtage henvendelser vedrørende licensforhold)	
Kontakt navn	Titel
Registreret adresse (linje 1) adresse: <input type="checkbox"/>	Samme som registreret
Registreret adresse (linje 2)	
Postnummer	By
Telefon (nummer – lokalnummer)	Fax (nummer – lokalnummer)
–	–
E-mail adresse	
Jeg accepterer betingelserne i forhold til 'The National Board of Health Release Licence Agreement'	
Licensforhold er accepteret af (navn på autoriseret person)	Titel
Underskrift	Dato (dd-mm-år)
<i>Ved at sende denne blanket i underskrevet form til Sundhedsstyrelsen, accepterer Licenstagere betingelserne, der er nævnt i 'The National Board of Health Release Licence Agreement'.</i>	

Denne blanket skal sendes til Sundhedsstyrelsen via fax eller som mail med vedhæftet pdf-fil:

- FAX: 7222 7406
- EMAIL: sundterm@sst.dk

Kun til brug for Sundhedsstyrelsen	
Godkendt på vegne af Sundhedsstyrelsen af	Dato – godkendt
Registreret af	Dato – registreret

Når Licensen er godkendt og registreret af Sundhedsstyrelsen, vil Licenstagere nævnt ovenfor få tilsendt vejledning i tilgang til Sundhedsterminologien via mail.