**NON-EXCLUSIVE LICENCE**

The Licensee is an establishment which wishes to obtain the right to use a **pre-recorded** educational programme entitled **Recognising and Responding to Potential Mental Health Conditions (“the Project”)** from **Nip in the Bud CIO (“the Licensor”) of** 21 Priory Close, London, N20 8BB

1. In consideration of £40 the Licensor grants to the Licensee a non-exclusive licence for the use of the Project.

The Licensee acknowledges that the fee charged by the Licensor is to help the Licensor to raise further funds to produce more films, factsheets and presentations in pursuance of its primary purpose of advancing education about childhood mental health disorders.

2. The licence is limited to the non-commercial exhibition of the Project by the Licensee exclusively for the members of staff or trainee students registered only with the Licensee.

3. The Licensee agrees not to distribute the Project by any means or to any person, institution, organisation or company except as allowed by Clause 2 and agrees not to use all or any part of the Project in any language for filming, promoting, exhibiting, transmitting, distributing, broadcasting and exploiting online, in television, in film or in any other media, now known or hereafter invented or developed.

4. The Licensor does not permit the Licensee to copy, cut, manipulate, edit, dub, subtitle, or reproduce the Project except with the prior express written agreement of the Licensor.

5. The Licensor confirms it owns and controls all the Rights in and to the Project and has the legal capacity and the power and authority to enter into this licence and is able to grant the rights provided for herein. In this section, the term **“the Rights”** means the right in and to the Project, including any trademarks, copyright protection, third party rights and any form of protection granted to the Project or to be granted.

6. To the extent that the Project depicts any identifiable individual(s), the Licensor warrants that it has complied with its statutory obligations to those individuals under the General Data Protection Regulation.

7. This licence constitutes the entire agreement between the Licensor and the Licensee. This licence shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.