ModRUM user licence

By downloading and using the Modular Resource Use Measure (ModRUM) you agree to be bound to the following terms and conditions:

- University of Bristol ("UoB") hereby grants you ("Recipient") a royalty free non-exclusive licence to use ModRUM for the purpose of carrying out non-commercial research ("Purpose").
- 2. Except to the extent necessary for the Purpose described in the ModRUM registration form, the Recipient shall not sub-license, distribute, adapt, modify, translate transfer, sell, exploit or use the ModRUM in any way or for any other purpose whatsoever.
- 3. Recipient acknowledges that the ModRUM has been developed for self-reported healthcare use in adults and that UoB does not recommend it for use in other patient groups.
- 4. The ModRUM or any information relating to the ModRUM are provided WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. Neither party in particular gives nor makes any condition, other term, or provision or representation that any use of ModRUM will not infringe the rights of any person.
- 5. The Recipient acknowledges that any and all the copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the measure shall be and remain the sole property of UoB.
- 6. The Recipient shall use the ModRUM at its own risk and in no event will UoB be liable to the Recipient for any loss or damage of any kind including lost profits or other consequential loss arising from its use of or inability to use the ModRUM or from errors or deficiencies in it whether caused by negligence or otherwise except as expressly provided in this Agreement.
- 7. The Recipient may not assign, transfer, mortgage, charge nor part with any of its interests, rights, duties or obligations under this Agreement.
- 8. The Recipient shall acknowledge use of the ModRUM in any reports or publications of results obtained using ModRUM using the following citation:

- Garfield KM, Husbands SK, Thorn JC, Noble SM, Hollingworth W. Development of a brief, generic, modular resource-use measure (ModRUM): cognitive interviews with patients. BMC Health Services Research. 2021, 21(1). 371. doi.org/10.1186/s12913-021-06364-w.

- 9. Any breach of the terms contained within this Agreement by the Recipient will result in automatic termination of the Agreement.
- 10. Clauses 4, 5, 5, 7, 8 and 11 shall survive termination of this Agreement .
- 11. All matters affecting the interpretation, validity and performance of this licence agreement shall be governed by the laws of England. Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.