

[AN EXAMPLE OF THE MCM END USER LICENCE AGREEMENT \(EULA\)](#)

MCM-Online: End User Annual Licence Agreement

Standard Licence : Year – 01 May 2020 to 30 April 2021

Issued by : Middlesex University Ventures Ltd.

General Terms & Conditions

In accessing the Material the user accepts the terms of this Agreement set out hereunder:

1. General Terms

"Middlesex University Ventures" refers to **Middlesex University Ventures Ltd.**, a group company of Middlesex Higher Education Corporation, whose registered office is at The Burroughs, Hendon, London NW4 4BT.

"Middlesex University" refers to **Middlesex University Higher Education Corporation** and the relevant Schools and departments of the University, and any associated group companies or entities belonging to it, whose registered office is at The Burroughs, Hendon, London NW4 4BT.

"Customer" means the recipient of this agreement, whose acceptance of these terms is recorded by means of formal acceptance of these terms and conditions;

"Schedule" details the items included in the licence purchased by the Customer;

"Material" refers to the 'Multi-Coloured Manual Online (MCM-Online)', spreadsheet formulae and other contents, data, routines and algorithms and other matter described in the Schedule, to which Middlesex University, Flood Hazard Research Centre and the Environment Agency claim copyright, whether accessed via the internet or from any physical device, data storage medium or by other means;

"Use Location" refers to any location in which the Customer makes use of the items listed in the Schedule forming part of this Agreement;

"Computer" means any personal or network computer, however configured, which is owned or used by the Customer, including any cloud space, other physical or non-physical system of storage for Material and/or electronic data;

"Agreement" refers to this document;

"EULA" refers to this End User Licence Agreement;

"Equipment" refers to the Customer's Computer, or Computers only where system sharing or hot-desking procedures are in place, on which Material shall be used.

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2. Grant of Licence

This Licence is granted by Middlesex University Ventures (acting on behalf of Middlesex University) on the condition that all relevant terms and conditions relating to use of the Material are adhered to, including those specified within this EULA. The grant of Licence is for the use of the Customer only and is not made for uses other than those outlined in the Schedule.

In consideration of this Standard Licence the Customer will pay, *before use of the Material*, to Middlesex University Ventures the sum of **£500** (plus VAT at the standard rate), unless a renewal discount has been applied.

3. General Disclaimer

The Material made available to the Customer "as is", with the intention of providing the desired functions specified in the Schedule. Neither Middlesex University Ventures nor Middlesex University shall be held liable for any adverse effects to the computers of the Customer, or any beneficiaries of the Customer, that may be caused through the installation or use of the Material in any Use Location, nor does Middlesex University provide a warranty or guarantee as to its effectiveness. Persons accessing, installing and using this Material do so at their own risk and are advised to ensure that the Material provided is both capable of being run on, and is compatible with existing Material and hardware on the equipment, at any Use Location, on which it is intended to make use of the Material.

4. Expiry of Licence

4.1 This Agreement shall commence at date of signature and acceptance and shall expire on **30 April 2021**.

4.2 It is deemed that the Customer's right to use the Material will expire at the point when this Licence Agreement between Middlesex University Ventures and the Customer either expires or is terminated for whatever reason.

4.3 At the time when the Licence is deemed to have expired all entitlement to updates and maintenance and access to MCM online shall cease. The Customer may continue to use the data as derived for the purposes of modifying prior outputs.

5. Prohibited Actions & Uses

Middlesex University Ventures shall regard failure to comply with the following prohibitions on use as constituting sufficient grounds for termination of this Agreement.

5.1 'Personal purposes'

The Material obtained for use under this Agreement may not be used for anything deemed personal purposes. Personal purposes are defined as any output created using Material licensed under this Agreement which is not directly related to the purposes outlined in the Schedule.

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5.2 Misrepresentation

The Customer shall not represent the Material or any other element of the material stated in the Schedule provided under this Licence Agreement to be the result of work carried out, sponsored or commissioned by the Customer. The Customer shall not, in print or by any other means, represent that they own intellectual property in the Material, nor any other intellectual property belonging to Middlesex University and the Environment Agency essential for the use and deployment of the Material. The Customer shall fully acknowledge the source of the Material and the copyright ownership of the Material in any reference to it (for example, by citation in published works or communications).

5.3 Sub-Licence

The Customer shall not use the Material for any purpose that will involve a sub-licence to another consultant, organisation or any other body. The Standard Licence as exchanged herein is for the sole use of the Customer as specified in the Schedule below and may not be re-assigned. The Customer is permitted to share the Material and derivations thereof with another party that is already licensed to use the same Material by Middlesex University Ventures Ltd.

5.4 Misuse

The Customer shall not use the Material for any purpose not stated in the Schedule to this Agreement. The Customer shall not unbundle, 'backwards engineer', derive 'shortcuts' or otherwise seek to use the Material for their own use outside of the purposes stated in the Schedule.

5.5 Non-payment of fees for this licence

Failure to pay agreed fees for the use of this licence by the Customer, on or after the signing of this Agreement, shall constitute an absolute violation of the Licence terms and a breach of this Agreement.

6. Publicity

Middlesex University and Middlesex University Ventures reserve the right to inform third parties of the existence and operation of this Agreement. Additionally, the Customer consents to Middlesex University and Middlesex University Ventures providing its employees, agents, contractors, or other representatives with the name and contact information (including but not limited to telephone number and email address) of the Customer's EULA signatory (in line with GDPR rules and regulations).

Middlesex University and Middlesex University Ventures undertake not to represent, refer, or comment publicly upon any matters relating to the use of the Material by the Customer in any publication, physical or electronic, without prior consent.

7. Notices

Middlesex University Ventures' representative for the purpose of receiving payments, reports, enquiries and other notices shall until further notice be: Centre Administration, Flood Hazard

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Research Centre, Middlesex University, Hendon, NW4 4BT. +44 (0)20 8411 6101 or mcm@mdx.ac.uk

8. Construction

8.1 Clause headings are inserted in this Agreement for convenience only, and shall not be taken into account in the interpretation of this Agreement.

8.2 This Agreement and its Schedule which is incorporated into and made a part of this Agreement constitute the entire agreement between the parties for the consultancy.

8.3 This Agreement shall be governed by English law. The English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

In agreeing to these terms the Customer understands that Middlesex University Ventures reserves the right to take legal action against any individuals who may cause it to be involved in legal proceedings as a result of the violation of its licensing terms as set out in this Agreement.

Schedule: Standard Licence

Contents specification as provided by MIDDLESEX UNIVERSITY FLOOD HAZARD RESEARCH CENTRE (FHRC)

(i) an outline of the contents of the Handbook section of MCM-Online

- Flood and Coastal Erosion Risk Management: A Handbook for Economic Appraisal (also known as the Multi-Coloured Handbook or MCH). Document as PDF consisting of 10 chapters and based on the 2013 Multi-Coloured Manual (MCM).
- MS Excel spreadsheets of residential property damage – V1, May 2020.
- MS Excel spreadsheets of non-residential property damage – V1, May 2020.
- PDFs containing recreational, agricultural and “other” flood loss damage data – V1, May 2020.
- MS Excel spreadsheet containing a site survey for non-residential properties – V1, May 2020.

(ii) a statement of the legitimate areas of use for the contents of the manual and related materials

The **Standard Licence** provides full access to all MCM-Online content for a **single (one)** user. This Licence can be used for commercial purposes by the Licence holder only and **must not** be assigned or shared with any other individual or organisation without the explicit consent of Middlesex University Ventures.

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The website guidance and data reflect current levels of knowledge and are intended to be used for the appraisal of flood and coastal risk management (FCRM) projects in England and Wales, in accordance with relevant Government guidance. These are averaged UK economic data and may not therefore reflect the real flood losses to any specific locale or asset. Middlesex University cannot be held responsible for any inappropriate use or misuse of the MCM-Online or the data and information contained within.

(iii) a statement of the intended publication schedule for updates, revisions or enhancements of the material

- Where serious errors have been discovered and/or reported to us, Middlesex University Ventures will endeavour to rectify this as early as possible and notify users of any such changes made.
- News updates, promotions and information relating to FHRC, the MCM and the flooding industry in general will be announced on an ad-hoc basis in relevant sections of the website. Where FHRC considers it necessary or beneficial to either the client or FHRC, users may, on occasion, be contacted directly by Email with such information.

For the avoidance of doubt, as stated in Clause 4.1, the licence period terminates on April 30th 2021 regardless of when the Licence is purchased or the agreement is signed.

Title (Prof, Dr, Ms, Mr etc):

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Name of Customer accepting this Agreement:
(Your name will be stored to constitute acceptance of the above terms)

Organisation Name:

Registered address of Customer:

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Correspondence address if different from above:

Email address:

Date of Acceptance:

Method of Payment : Online Store/Purchase Order/Other:.....

Amount Paid : £