

TERMS OF USE

Background

The University of Leeds ("the University") has through funding from Cancer Research UK developed the Social Difficulties Inventory ("SDI"). Use of the SDI is permitted under the terms of this licence.

1. Use

1.1. You may after you have registered at <http://www.pogweb.org/index.php/available-measures/> use the SDI on a payment free non-exclusive basis.

1.2. You may only use the SDI purely for educational and clinical purposes as defined under 1.3 ("Permitted Purposes").

1.3. Permitted Purposes shall mean for health & social care assessment in a clinical environment, academic teaching, academic research and academic private study. For the avoidance of doubt Permitted Purposes does not include (a) any activity for financial gain, (b) use as part of any publication or film work (including textbooks, magazines, journals) whether hard or electronic copy], (c) consultancy work, (d) display or distribution on any electronic network, including without limitation the Internet.

1.4. If you wish to use the SDI for any purpose other than Permitted Purposes you must first obtain the University's written consent. Please contact e.p.wright@leeds.ac.uk.

2. Ownership and Author's Rights

2.1. Leeds shall remain the sole owner of the SDI. You shall accrue no rights of ownership in the SDI.

2.2. You will always give credit where you use the SDI. Such acknowledgement shall read:

"Penny Wright, © The University of Leeds "2005-2014". All rights reserved."

- 2.3. Subject to the exceptions outlined in 2.4 you may not alter, adapt or modify the SDI in any way. For the avoidance of doubt, [alteration of the words or their order is not permitted].
- 2.4. You may only adapt the SDI in the following way:
change to examples of welfare benefits in item 6 to reflect non-UK benefits; translation from UK English to other languages following internationally recognised translation guidelines.
- 2.5. You are asked to provide feedback on the SDI and must provide details of any adaptations you have made by completing the “feedback” section at <http://www.pogweb.org/index.php/available-measures/>. Continued use of the SDI is conditional upon you allowing the University and others to use your adaptation free of charge for the Permitted Purposes.

3. **No Liability and Indemnity**

- 3.1. The University has endeavoured to ensure that the SDI does not contain any restrictive third party rights. HOWEVER, YOUR USE OF THE SDI IS ENTIRELY AT YOUR OWN RISK. THERE ARE NO WARRANTIES GRANTED AS TO THIRD PARTY RIGHTS OR THE SUITABILITY OR EFFICACY OF THE SDI. THE UNIVERSITY SHALL INCUR NO LIABILITY FROM YOUR USE OF THE SDI.
- 3.2. If the exclusion of liability under clause 3.1 is not permitted under the laws of your country you may not use the SDI.
- 3.3. 3.1 is without exception to the University's liability for its negligence causing death or personal injury.
- 3.4. You shall indemnify the University against all liabilities that may arise through your use of the SDI.

3.5. If at any time you become aware that through your use of the SDI you may be in breach of any other parties' rights then you shall immediately inform the University via e.p.wright@leeds.ac.uk .

4. **Termination**

4.1. The University may at any time through given notice to you using your registration contact details terminate your right to use the SDI.

5. **General**

5.1. You may not sub-licence or transfer your rights of usage or other rights under this licence.

5.2. There shall be no variation to these terms without the written consent of the University of Leeds.

5.3. No temporary unenforcement of a term shall constitute a binding waiver.

5.4. These terms and conditions are the entire understanding of the parties relating to your use of the SDI.

5.5. If you have any queries relating to this licence please contact e.p.wright@leeds.ac.uk .

5.6. These terms and conditions shall be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.