

By using the CCoSI, you acknowledge that you:

1. Have read, understood, and agreed to the terms outlined in this EULA.
2. Will use the CCoSI in compliance with applicable laws, relevant professional codes of conduct, including but not limited to HCPC, GMC, or NMC guidelines, and the terms of this agreement.
3. Are an Authorised User (as defined below).

1. Description of the CCoSI

The CCoSI includes both pen-and-paper and electronic formats of cognitive testing tools. These tools are designed to facilitate cognitive screening for children within NHS services. Access and use of the CCoSI are limited to the terms outlined in this EULA.

2. License

The Owners grant you a non-exclusive, non-transferable, non-sublicensable license to use the CCoSI solely for its intended purpose within non-profit NHS services. This license is subject to the terms and restrictions of this EULA and applicable legal requirements.

3. Restrictions on Use

You may not: • Use the CCoSI for any commercial purpose or outside non-profit NHS services. • Distribute, reproduce, or modify the CCoSI materials without prior written consent from the Owners. • Use the CCoSI for purposes other than cognitive screening within NHS services. • Share access credentials or permit unauthorized individuals to use the CCoSI.

4. Data Privacy and Security

The use of the CCoSI may involve the collection of patient data. You are responsible for ensuring compliance with applicable laws and regulations, including but not limited to the UK General Data Protection Regulation (GDPR) and NHS data protection guidelines. The Owners disclaim all liability for any misuse or mishandling of data by the User.

5. Intellectual Property Rights

The CCoSI and all related materials, content, and intellectual property are the exclusive property of the Owners. No ownership rights are transferred to you under this EULA. All rights not expressly granted in this agreement are reserved by the Owners.

6. Updates to the CCoSI and EULA

The Owners reserve the right to update or modify the CCoSI and this EULA from time to time. Users will be notified of any significant changes via email or through an announcement accompanying the CCoSI. Continued use of the CCoSI after such notice constitutes acceptance of the updated terms.

7. User Responsibilities

Users agree to: • Use the CCoSI in compliance with applicable NHS protocols and guidelines. • Maintain the confidentiality and security of any patient data collected during the use of the CCoSI. • Report any technical issues or unauthorized use to the Owners promptly. • It is the responsibility of the user to understand the limitations of the CCoSI. Clinical interpretation must be appropriate, reasonable, and conducted within the boundaries of the tool's use. Users must ensure their interpretations are in line with professional codes of conduct and ethical standards, including those of the HCPC, GMC, or NMC.

8. Termination

The Owners may terminate your license to use the CCoSI immediately if you breach any terms of this EULA. Upon termination, you must cease all use of the CCoSI and destroy any related materials in your possession.

9. Disclaimers and Limitation of Liability

The CCoSI is provided "as-is" and without any warranty, express or implied. The Owners disclaim all warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall the Owners be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the CCoSI, including but not limited to loss of data, or harm to patients.

10. Governing Law

This EULA shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or related to this EULA shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Contact Information

For any questions or concerns about this EULA or the CCoSI, please contact us at: University Hospitals Bristol and Weston NHS Trust and University of Bristol paediatric.neuropsych@uhbw.nhs.uk By accepting this EULA, you acknowledge that you have read, understood, and agreed to the terms and conditions herein. If you do not agree to these terms, you may not access or use the CCoSI.