

Licence No. 1551-(2022.11)

- (1) UK CENTRE FOR ECOLOGY & HYDROLOGY ENTERPRISE LTD**
- (2) DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS**

LICENCE AGREEMENT

UK CENTRE FOR ECOLOGY & HYDROLOGY ENTERPRISE LTD

LICENCE AGREEMENT

PARTIES

(1)

[REDACTED]

(2)

[REDACTED]

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement the following terms have the meanings set out below:

this Agreement	this agreement and its schedules;
Consultancy Services	the provision of professional consultancy or advisory services which includes the delivery of a written report containing, in support of its analysis or conclusions, environmental or mapping data which either (a) comprises the Licensed Data or (b) is derived from the Licensed Data, but which (c) is not a substantial part of the Licensed Data and (d) is in a form such that it cannot be manipulated electronically or used to create further data-related products or to recreate the Licensed Data from which it was derived;
Contractor	a person entering into a Contractor Licence with the Licensee;
Contractor Licence	a licence, either incorporating the requirements of Schedule 2a, or using the pro-forma licence as described in Schedule 2b, of this Licence Agreement, issued by the Licensee to its Contractor, for Use of the Licensed Data or Derived Data exclusively on the Licensee's project (the term of which shall not exceed the Term);

Derived Data	any collection of information data or images or both which is derived by the Licensee from the Licensed Data in the sense that those parts of the content of the Licensed Data that are contained in it or were directly relied on for its creation, together form a substantial part of the content of the Licensed Data;
the Effective Date	the start date of the Term;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Internal Business Use	Use within an organisation to support that organisation's activities, including Consultancy Services, which use does not involve or result in the licence or supply to any third party of any mapping or environmental data which either comprises a substantial part of the Licensed Data or was developed using the Licensed Data and/or Derived Data (except as where permitted as part of Consultancy Services);
the Licensed Data	the datasets or parts thereof described in the Schedule 1, to this Agreement;
the Term	the term of this Agreement described in Schedule 1;
Use	use, copy, extract, adapt, translate, arrange or alter.

1.2. In this Agreement:

- 1.2.1. references to Clauses and Schedules are to the clauses and schedules of this Agreement;
- 1.2.2. references to the Parties are to the parties to this Agreement;
- 1.2.3. headings are used for convenience only and do not affect its interpretation;

- 1.2.4. where the word “including” is used it will be understood to mean “including without limitation”; and
- 1.2.5. references to a statutory provision include references to the statutory provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision.

2. SUPPLY OF LICENSED DATA

- 2.1. As soon as practicable after the Effective Date subject to signature of this Agreement, the Licensors will provide to the Licensee a single copy of the Licensed Data in the format specified in Schedule 1.
- 2.2. The Licensors may provide to the Licensee updated versions of the Licensed Data at the discretion of the Licensors as and when during the Term they become available.
- 2.3. The Licensee shall pay to the Licensors the total fees detailed in Schedule 1 by the date specified on the invoice.

3. GRANT OF LICENCE

- 3.1. Subject to the terms of this Agreement the Licensors grants to the Licensee a non-exclusive licence for the Term to:
 - 3.1.1. Use the Licensed Data or Derived Data and its content for the purposes stated in Schedule 1.
 - 3.1.2. where no cost to an end-user is associated with a service, make raster images of any Derived Data available on a view only basis, subject to inclusion of the required acknowledgements as stated in Schedule 1. Such Derived Data must be sufficiently different that it cannot act as a direct substitution for the Licensed Data.
 - 3.1.3. subject to following the procedures described in Schedule 2, supply a copy of all or part of the Licensed Data or Derived Data and license its use, to a Contractor on the terms of a Contractor Licence.
- 3.2. Other than as permitted in 3.1.2 and 3.1.3, the Licensee may not display, distribute, communicate or otherwise make available to the public or to any third party in any form or by any means without the prior written consent of the Licensors:
 - 3.2.1. the Licensed Data; or
 - 3.2.2. the whole or any substantial part of its contents, or any copies thereof; or
 - 3.2.3. Derived Data.
- 3.3. No rights are granted to the Licensee in relation to the Licensed Data or Derived Data except those expressly granted in this clause subject to the express limitations set out in this Agreement.

4. THE LICENSEE'S OBLIGATIONS

- 4.1. The Licensee must take all reasonable steps to prevent unauthorised use of and access to the Licensed Data or Derived Data or any of its contents by any person, including its officers, agents and employees. The Licensee must in particular use its best endeavours to ensure that it uses all adequate technological and security measures, including such measures as the Licensor may recommend from time to time, to ensure that all copies of the Licensed Data or Derived Data and its contents that the Licensee holds or is responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Agreement.
- 4.2. The Licensee must ensure that:
 - 4.2.1. any copy protection measures protecting the Licensed Data or any of its contents are not altered; and
 - 4.2.2. any watermarks and acknowledgements included on the Licensed Data or any of its contents and on any paper copies produced from it are not altered.
- 4.3. The Licensee must ensure that any trademarks contained in or used in relation to the Licensed Data or any of its contents or any other materials supplied with, or in addition to, the Licensed Data are not altered, obscured, removed or added to.
- 4.4. The Licensee must notify the Licensor as soon as reasonably practicable if it becomes aware of any unauthorised use of or access to the Licensed Data or any of its contents and must at its own cost and expense provide all reasonable assistance to the Licensor in the pursuit of any remedy in relation to any such unauthorised use.
- 4.5. The Licensee must keep records of all Contractor Licences issued. On request of the Licensor, the Licensee will within 30 days of receiving such a request, supply to the Licensor, a list of all Contractors who have been in receipt of a Contractor Licence.
- 4.6. The Licensee must not use the Licensed Data or Derived Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Licensed Data, the Licensee or any person.

5. INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

- 5.1. Nothing in this Agreement will affect the ownership of any Intellectual Property Rights in the Licensed Data or any of its contents, all of which will continue to be owned by the Licensor or any third party licensors.
- 5.2. The Licensee will include with all copies of any of the contents of the Licensed Data and with all Derived Data, in legible format and in a position likely to bring them to the notice of users or recipients, the intellectual property and other notices and acknowledgements set out in Schedule 1 or as may be otherwise notified to the Licensee by the Licensor in writing from time to time.
- 5.3. The Licensee will not display, distribute, communicate or otherwise make available to the public or to any third party in any form or by any means any statement or publication (including, without limitation, any report,

presentation, or poster) in connection with the Licensed Data or any part thereof or any Derived Data, which is likely to bring the Licensor or any third party licensors into disrepute or to damage the goodwill of the Licensor or any third party licensors.

6. WARRANTIES AND LIABILITY

- 6.1. The Licensor warrants to the Licensee that it has the right and authority to enter into this Agreement and that the exercise of any of the rights granted under this Agreement will not infringe any Intellectual Property Rights or other rights of any third party.
- 6.2. The express undertakings and warranties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.
- 6.3. Without limiting the generality of Clause 6.2, the Licensor gives no warranty, representation or undertaking:
 - 6.3.1. as to the accuracy, completeness or usefulness of the Licensed Data or any of its contents; or
 - 6.3.2. that the Licensed Data is free from error; or
 - 6.3.3. that the Licensed Data or its contents are of satisfactory quality or fit for any particular use or purpose for which the Licensee intends to use it; or
 - 6.3.4. which imposes or could be deemed to impose any obligation on the Licensor to bring or prosecute actions or proceedings against third parties for infringement of any Intellectual Property Rights in the Licensed Data or any of its contents.
- 6.4. Subject to Clause 6.7, the Licensor accepts no responsibility for:
 - 6.4.1. any use of the Licensed Data or any of its contents (or any associated know-how or other information communicated by or on behalf of the Licensor to the Licensee under or in connection with this Agreement) by the Licensee or any of the Licensee's Contractors, nor for any reliance which may be placed by any person on the Licensed Data or any of its contents; or
 - 6.4.2. any loss or damage which may be caused by the condition of the disk or file on which the Licensed Data is provided to the Licensee and it is the Licensee's responsibility to operate suitable anti-virus software before the Licensed Data is loaded onto the Licensee's IT system.
- 6.5. Subject to Clause 6.7, the liability of either Party for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement (including in relation to a deliberate, personal, repudiatory breach of contract), will not extend to any indirect or consequential damage or losses or any loss of contract or opportunity, loss of profit or loss of revenue, whether direct or indirect, even if the Party

bringing the claim has advised the other Party of those losses or if they were within its contemplation.

- 6.6. The Licensee will indemnify the Licenser and each of its officers, employees and agents ("the Indemnified Parties") and keep them fully and effectively indemnified from and against any and all losses, damages and liabilities (including all legal and other expenses) arising from any claim by any third party (including any officer, agent or employee of the Licensee or of any of the Licensee's Contractors) relating directly or indirectly to the use of the Licensed Data or any of its contents by the Licensee or any of the Licensee's Contractors, except to the extent caused by the negligence of the Indemnified Party and provided that the Indemnified Party in question must:
- 6.6.1. promptly notify the Licensee of details of the claim;
 - 6.6.2. not make any admission in relation to the claim;
 - 6.6.3. allow the Licensee to have conduct of the defence or settlement of the claim;
 - 6.6.4. give the Licensee all reasonable assistance (at the Licensee's expense) in dealing with the claim.
- 6.7. Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury arising from its negligence, or for fraud, or for any other liability that, by law, cannot be excluded or limited.
- 6.8. Subject to Clause 6.7, where a claim arises under or in connection with the terms of this Agreement, the total and aggregate liability of the Licenser for all claims made (whether in contract, tort (including but not limited to negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed the licence fees payable under this Agreement.
- 6.9. Subject to Clause 6.7, where a claim arises under or in connection with the terms of this Agreement, the total and aggregate liability of the Licensee for all claims made (whether in contract, tort (including but not limited to negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £500,000.

7. TERM AND TERMINATION

- 7.1. This Agreement will come into force on the Effective Date subject to signature of this Agreement and unless terminated earlier in accordance with its terms or under the general law will remain in force for the Term.
- 7.2. The Licenser may terminate this Agreement with immediate effect (or such notice as the Licenser may specify) by giving written notice to the Licensee:
- 7.2.1. if the Licensee is in breach of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy.
 - 7.2.2. if the Licensee is the subject of a bankruptcy order, or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into voluntary liquidation (other than

for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

- 7.3. This Agreement will terminate automatically if any of the relevant UKCEH Enterprise licences with third party licensors are terminated. In such cases any licence fees will be reimbursed on a pro rata basis.
- 7.4. On expiry or termination of this Agreement for any reason, unless extended, renewed or replaced:
 - 7.4.1. all licences granted under this Agreement will terminate immediately;
 - 7.4.2. subject to clause 7.5 the Licensee must return to the Licensor all copies of the Licensed Data and all other information supplied to it by or on behalf of the Licensor under or in connection with this Agreement which are stored in any tangible form and must delete the same from all computers and other electronic storage devices and media which are in its possession or under its control and will provide the Licensor with a statement certified by an authorised officer of the Licensee confirming that such materials have been returned or deleted as appropriate.
 - 7.4.3. subject to clause 7.5 the Licensee must destroy all copies of Derived Data under or in connection with this Agreement which are stored in any tangible form and must delete the same from all computers and other electronic storage devices and media which are in its possession or under its control and will provide the Licensor with a statement certified by an authorised officer of the Licensee confirming that such materials have been deleted as appropriate.
 - 7.4.4. Notwithstanding clause 7.4.2 and 7.4.3, the Licensee may retain Licensed Data (and Derived Data) in an archive following termination or expiry of this Agreement and may only disclose such Licensed Data (and Derived Data) for the sole purpose of addressing a complaint or challenge from a regulator or third party regarding the Licensee's use of such Licensed Data during the Term.
 - 7.4.5. The Licensee's rights under clause 7.4.4 are on condition that the Licensor shall have no liability in respect of the Licensee's use of the Licensed Data following termination or expiry of this Agreement.
 - 7.4.6. The Licensee's rights under clause 7.4.4 may terminate at any time if:
 - 7.4.6.1 the Licensee uses or discloses the Licensed Data other than strictly in accordance with clause 7.4.4;
 - 7.4.6.2 the Licensee breaches any surviving term of the Agreement;

7.4.6.3 one of the events in clauses 7.2.2 and 7.3 occurs, in which case the Licensee shall comply with an obligation equivalent to clauses 7.4.2 and 7.4.3.

7.4.7. except in respect of any accrued rights, neither Party will be under any further obligation to the other under this Agreement; and

7.4.8. the provisions of Clauses 1, 5.3, 6, 7, and 8 will survive termination of this Agreement indefinitely.

7.5. After termination or expiry of this Agreement the Licensee may retain, and continue to display or otherwise make available to the public or communicate to third parties, indefinitely, only those raster images, and information derived from the Licensed Data which were displayed or otherwise made available to the public or communicated to third parties during the Term under clause 3.1.2, but may not adapt any such images or information or make or create any further images or information.

8. GENERAL

8.1. This Agreement is personal to the Licensee which will not be entitled to assign or otherwise transfer this Agreement as a whole or any of its rights or obligations under it without the prior written consent of the Licensor.

8.2. Any notice to be given under this Agreement may be delivered to the other Party by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column:

<u>Method of Service</u>	<u>Deemed Day of Receipt</u>
By hand	The day of delivery
By pre-paid national business post	The second Business Day after posting
By email	The next business day after sending

("Business Days" being Monday to Friday inclusive but excluding Bank and public holidays)

8.3. Notices should be addressed to the contacts at the addresses specified in Schedule 4 or such other contacts and addresses are notified by either Party to the other from time to time.

8.4. The Parties agree to attempt to reach an amicable solution to any dispute arising out of or in relation to this Agreement and will promptly refer any dispute to senior representatives of the Parties for this purpose. If senior representatives of the Parties are unable to resolve the dispute within 14 days of its referral to them, either Party may bring proceedings in accordance with Clause 8.11. Either Party may bring proceedings in accordance with Clause 8.11 for an interim or emergency injunction, whether or not any dispute has first been referred to senior representatives to resolve.

- 8.5. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties or constitute the Licensee as an agent of the Licensor for any purpose and the Licensee will have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation whether express or implied of any kind on behalf of the Licensor or bind the Licensor in any way.
- 8.6. No person who is not a Party to this Agreement has any right to prevent its variation, cancellation or termination, or to enforce any benefit conferred upon them by this Agreement and no term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Party who is not a Party to this Agreement.
- 8.7. No variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the Parties.
- 8.8. If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision will be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
- 8.9. A failure by any Party to exercise and any delay, forbearance or indulgence by any Party in exercising any right, power or remedy under this Agreement will not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy will not preclude any other or further exercise of that right, power or remedy. No custom or practice of the Parties at variance with the terms of this Agreement will constitute a waiver of the rights of any Party under this Agreement.
- 8.10. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. Each of the Parties acknowledges that in entering into this Agreement, it has not relied on any statements, warranties, representations or undertakings except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this Clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.
- 8.11. This Agreement will be governed by English law and each of the Parties submits to the exclusive jurisdiction of the English courts except that either Party may bring an interim or emergency injunction in any court of competent jurisdiction.

SCHEDULE 1**UKCEH LAND COVER® PLUS: CROPS****Background**

- (A) The Licensor has, in collaboration with Remote Sensing Applications Consultants Ltd (RSAC), created Land Cover Plus: Crops, which is a spatial database of agricultural land on a 'field-by-field' scale for the whole of the UK. The Licensor along with any third party licensors are the owners of all copyright and database rights in Land Cover Plus: Crops.
- (B) The Licensor has agreed to supply and license Land Cover Plus: Crops to the Licensee on the terms of this Licence Agreement.

Licensed Data

Product	Description	Details of area supplied	Area (km ²)	Format	Media
UKCEH Land Cover ® Plus: Crops	The vector data is provided as polygons (land parcels) with each parcel having a list of attributes attached to it. These include crop type.	England	74320 km2 of data coverage	ESRI Shape File	ftp

Licensed Purpose and Term of Licence

Licensed purpose: Internal Business Use

Licence start date: 15th November 2022

Licence end date: 14th November 2023

Note: Land Cover Plus Crops 2020 and 2021 supplied under licence 1551.

Fees Payable

*includes any fees payable to RSAC

Additional Terms and Conditions:

Without limiting the generality of clause 3.1.2 the Licensee must not make raster images of any Derived Data available that could act as a direct substitution for any of the Licensor's products or from which the Licensed Data or a similar dataset can be reverse engineered.

Notices and acknowledgements

For use of Land Cover Plus: Crops or Derived Data in scientific &/or academic publications or reports, accepted scientific referencing conventions will apply and you will act reasonably in carrying out such referencing.

The source of Land Cover Plus: Crops or Derived Data must be acknowledged in all publications and reports arising from their use.

The following copyright notices and acknowledgements should be placed on all copies of the Licensed Database according to the geographic area(s) used:

Geographical area	Copyright notices
GB	UKCEH Land Cover® Plus: Crops © and database right UKCEH, © and database right RSAC. All rights reserved. © Crown copyright and/or database right 2007. Licence number 100017572. © third party licensors.

The following copyright notices and acknowledgements should be placed on all copies of information or images derived from the Licensed Database:

'Based upon UKCEH Land Cover® Plus: Crops © UKCEH. © RSAC. © Crown Copyright 2007, Licence number 100017572.'

UKCEH Land Cover® plus: Pesticides
UKCEH Land Cover® plus: Fertilisers

Background

The Licensor has agreed to supply and license UKCEH Land Cover® plus: Pesticides and/or UKCEH Land Cover® plus: Fertilisers to the Licensee on the terms of this Licence Agreement.

Licensed Data

Product	Description	Details of area supplied	Format	Media
UKCEH Land Cover® plus: Pesticides (2012-2017)	a 1km raster dataset comprised of 162 separate raster files, one for each of the featured pesticide active ingredients	England	Two band geotiff	ftp
UKCEH Land Cover® plus: Fertilisers (2010-2015)	1km raster dataset comprised of 3 separate raster files, one for each of Nitrogen, Phosphorus and Potassium.	England	Two band geotiff	ftp

Licensed Purpose and Term of Licence

Licensed purpose: Internal Business Use

Licence start date: 15th November 2022

Licence end date: 14th November 2023

Fees Payable**Additional Terms and Conditions:**

None

Notices and acknowledgements:

For use of UKCEH Land Cover® plus: Pesticides and/or UKCEH Land Cover® plus: Fertilisers, or Derived Data in scientific &/or academic publications or reports, accepted scientific referencing conventions will apply and you will act reasonably in carrying out such referencing.

The source of UKCEH Land Cover® plus: Pesticides and/or UKCEH Land Cover® plus: Fertilisers, or Derived Data must be acknowledged in all publications and reports arising from their use. The following citation shall be included in the reference list of any reports or publications in which UKCEH Land Cover® plus: Pesticides and/or UKCEH Land Cover® plus: Fertilisers, or Derived Data have been used.

For UKCEH Land Cover® plus: Pesticides:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] following copyright notices and acknowledgements should be placed on all copies of information or images derived from the Licensed Data:

'based on digital spatial data licensed from the UK Centre for Ecology & Hydrology, (preceded if appropriate by 'some features of this map are').

SCHEDULE 2

SCHEDULE 2a

Requirements for the Licensee's Contractor Licences

This schedule sets out the requirements that the Licensee shall include in its Contractor Licences, where the Licensee is choosing not to use the pro-forma Contractor Licence in Schedule 3. The Licensee is not required to repeat this text in its Contractor Licences but must ensure that their obligations under this Schedule 2a are met through its Contractor Licences.

- (i) A Contractor's permitted uses of the Licensed Data or Derived Data must not exceed the Licensee's permitted uses of the Licensed Data or Derived Data under this Agreement. A Contractor's permitted uses of the Licensed Data or Derived Data must be limited to the extent necessary to provide goods and services to the Licensee or to provide a tender to the Licensee and must terminate when that use is completed.
- (ii) Contractors are only permitted to use the Licensed Data or Derived Data internally within their own business without any right to display, sub-license, distribute, sell or otherwise make the Licensed Data or Derived Data or any part of it available to third parties. As an exception to this restriction, a Contractor may be permitted to provide the Licensed Data or Derived Data to a third party contractor who has been licensed by the Licensee under a separate Contractor Licence for use of the Licensed Data in line with clause 3.1.3 of this Licence Agreement.
- (iii) The Contractor Licence will automatically terminate if the Agreement between the Licensor and Licensee, is terminated or expires.
- (iv) On termination of the Contractor Licence, the Contractor must destroy all copies of the Licensed Data or Derived Data. As an exception to this obligation, the Contractor may retain one archive copy of the Licensed Data or Derived Data solely for the purpose of documenting the goods and services delivered to the Licensee, to answer technical support questions or to comply with any statutory or regulatory requirement.
- (v) Each Contractor will remain responsible and primarily liable to the Licensee for their acts and omissions.
- (vi) The Licensor will have the right to enforce directly the terms of the Contractor Licences pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- (vii) The Licensee must keep records of all Contractor Licences issued.

SCHEDULE 2b

Procedure for issuing the pro-forma Contractor Licence

Schedule 3 of this Agreement takes the form of a pro-forma Contractor Licence which the Licensee may use in order to supply a copy of all or part of the Licensed Data or Derived Data to a Contractor as permitted under clause 3.1.3 of this Agreement above. When issuing the pro-forma Contractor Licence the Licensee must:

- (i) be aware that in relation to the terms of the Contractor Licence they will be defined as the licensor;
- (ii) give each Contractor Licence to be issued a unique licence number. This licence number should be entered on page one of the pro-forma Contractor Licence and should take the form nnn_l (where nnn is the licence number of this Agreement and l is a letter sequentially increasing with each Contractor Licence to be issued, for example if the licence number is 123 the first Contractor Licence to be issued should be named 123_a and the second 123_b);
- (iii) enter their own and their Contractor's details under Parties on page two of the pro-forma Contractor Licence;
- (iv) be aware that the pro-forma Contractor Licence does not contain a "warranties and liabilities" section and that it is the responsibility of the Licensee to add under 'Part F Additional Terms' any required "warranties and liabilities" as appropriate to their own organisational needs;
- (v) include in Part B of the pro-forma Contractor Licence details of the Licensed Data that will be supplied to the Contractor. These details should be copied from the corresponding table(s) in Schedule 1 of this Agreement and should also include identification of the Schedule number from this Agreement (e.g. Schedule 1a, Schedule 1b...etc);
- (vi) include in Part C of the pro-forma Contractor Licence a description of the work that the Contractor has been contracted to carry out Using the Licensed Data;
- (vii) include in Part D of the pro-forma Contractor Licence details of the required duration (Term) of the Contractor Licence which must not exceed the Term of the relevant Schedule of this Agreement;
- (viii) include in Part E of the pro-forma Contractor Licence any restriction on the number of the Contractor's licensed users that the Licensee wishes to impose. It is at the discretion of the Licensee whether to limit the number of the Contractor's licensed users. Should the Licensee not wish to limit the number of users Part E can be given the value of "Unlimited;"
- (ix) include any additional terms as the Licensee may wish to impose in Part F of the pro-forma Contractor Licence;
- (x) include contact details for both parties to the Contractor Licence in Part G of the pro-forma Contractor Licence;
- (xi) supply a copy of the completed pro-forma Contractor Licence along with a copy of this Agreement to the Contractor and obtain signature of the Contractor Licence prior to supplying a copy of the Licensed Data to the Contractor.
- (xii) keep records of all Contractor Licences issued.

Pro-forma Contractor Licence

Licence No.

SCHEDULE 3

Pro-forma Contractor Licence

CONTRACTOR LICENCE

**CONTRACTOR LICENCE FOR USE OF DATA LICENSED FROM UK CENTRE FOR
ECOLOGY & HYDROLOGY ENTERPRISE LTD**

PARTIES

- (1) [], whose principal place of business is at [] ("**the Licensor**"); and
- (2) [], whose principal place of business is at [] ("**the Contractor**").

BACKGROUND

*This Contractor Licence relates to data held under licence from the UK Centre for Ecology & Hydrology Enterprise Ltd by the Licensor under Licence number *** (a copy of which should be supplied to the Contractor for reference), hereinafter referred to as the Principal Licence.*

IT IS AGREED AS FOLLOWS:

PART A: TERMS AND CONDITIONS

1. Definitions

- 1.1. *In this Contractor Licence the following terms have the meanings set out below:*

this Contractor Licence	<i>this licence agreement including any relevant parts of the Principal Licence that are referred to;</i>
Derived Data	<i>any collection of information data or images or both which is derived by the Licensor or the Contractor from the Licensed Data in the sense that those parts of the content of the Licensed Data that are contained in it or were directly relied on for its creation, together form a substantial part of the content of the Licensed Data;</i>
the Licensed Data	<i>the datasets or parts thereof described in Part B of this Contractor Licence;</i>
Principal Licence	<i>the agreement between the Centre For Ecology & Hydrology and the Licensor under which the Licensor holds the Licensed Data;</i>
the Term	<i>the Term of this Contractor Licence described in Part D below;</i>
Third Party Contractor	<i>a third party licensed by the Licensor under a separate Contractor Licence for use of the Licensed Data in line with clause 3.1.3 of the Principal Licence;</i>
Use	<i>use, copy, extract, adapt, translate, arrange or alter.</i>

1.2. *In this Contractor Licence:*

- i) *references to Clauses are to the clauses of this Contractor Licence;*
- ii) *references to the Parties are to the parties to this Contractor Licence;*
- iii) *headings are used for convenience only and do not affect its interpretation;*
- iv) *where the word "including" is used it will be understood to mean "including without limitation".*

2. **Grant of Licence**

2.1. *Subject to the terms of this Contractor Licence the Licensor grants to the Contractor a non-exclusive licence for the Term to:*

- i) *Use the Licensed Data for the purpose identified in Part C below;*
- ii) *where no cost to an end-user is associated with a service and only where it is necessary to complete the purpose identified in Part C, make raster images of any Derived Data available on a view only basis, whether by way of the internet or otherwise, subject to inclusion of the required acknowledgements as stated in the relevant Principal Licence Schedules as identified in Part B below. Such Derived Data must be sufficiently different that it cannot act as a direct substitution for the Licensed Data.*

For the avoidance of doubt any limitations imposed on the Licensor's publication of images under clause 3.2 of the Principal Licence also apply to the Contractor's Use of the Licensed Data;

- iii) *supply copies of the Licensed Data to Third Party Contractors where such supply does not directly or indirectly involve commercial gain provided that:*
 - a) *the Third Party Contractor is licensed by the Licensor for Use of the Licensed Data;*
 - b) *the Use that the Third Party Contractor makes of the Licensed Data is limited to such Use as is necessary for the Third Party Contractor to provide goods or services to the Licensor;*
 - c) *the Contractor shall, prior to supplying the Licensed Data to a Third Party Contractor, obtain written confirmation from the Licensor that the Third Party Contractor is licensed for use of the Licensed Data and that it is the wish of the Licensor that the Contractor should supply the Licensed Data to the Third Party Contractor.*

3. ***The Contractor's obligations***

- 3.1. *the Contractor shall ensure that any Use it makes of the Licensed Data does not cause the terms and conditions of the Principal Licence to be breached.*
- 3.2. *the Contractor shall ensure that any Use it makes of the Licensed Data is restricted to those uses which the Licensor itself is permitted under the Principal Licence.*
- 3.3. *the Contractor shall ensure that the Licensed Data and or Derived Data are destroyed or returned to the Licensor on or before the date specified in Part D below.*
- 3.4. *the Contractor shall ensure that the Licensed Data (and copies or derivations thereof) are stored in such a way that they can be accessed and used only in accordance with the terms of this Contractor Licence.*
- 3.5. *The Contractor must notify the Licensor as soon as reasonably practicable if it becomes aware of any unauthorised use of or access to the Licensed Data or any of its contents and must at its own cost and expense provide all reasonable assistance to the Licensor in the pursuit of any remedy in relation to any such unauthorised use.*

4. ***The Licensor's obligations***

- 4.1. *the Licensor shall ensure that the Contractor is aware of and understands their obligations under any relevant clauses of the Principal Licence.*
- 4.2. *the Licensor shall be responsible for supplying the Licensed Data to the Contractor.*

5. ***INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION***

- 5.1. *Nothing in this Contractor Licence will affect the ownership of any Intellectual Property Rights in the Licensed Data or any of its contents.*
- 5.2. *The Contractor will not display, distribute, communicate or otherwise make available to the public or to any third party in any form or by any means any statement or publication (including, without limitation, any report, presentation, or poster) in connection with the Licensed Data or any part thereof or any Derived Data, which is likely to bring the UK Centre for Ecology & Hydrology Enterprise Ltd or any of its third party licensors into disrepute or to damage the goodwill of the UK Centre for Ecology & Hydrology Enterprise Ltd or any third party licensors.*

6. Termination

- 6.1. *This Contractor Licence will automatically terminate if the Principal Licence between the UK Centre for Ecology & Hydrology Enterprise Ltd and the Licensor, is terminated or expires.*
- 6.2. *On termination of the Contractor Licence, the Contractor must destroy all copies of the Licensed Data or Derived Data. As an exception to this obligation, the Contractor may retain one archive copy of the Licensed Data or Derived Data solely for the purpose of documenting the goods and services delivered to the Licensor, to answer technical support questions or to comply with any statutory or regulatory requirement.*
- 6.3. *Each Contractor will remain responsible and primarily liable to the Licensor for their acts and omissions.*
- 6.4. *The Licensor may terminate this Contractor Licence with immediate effect (or such notice as the Licensor may specify) by giving written notice to the Licensee.*

7. General

- 7.1. *This Contractor Licence including any relevant parts of the Principal Licence constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Contractor Licence. Each of the Parties acknowledges that in entering into this Contractor Licence, it has not relied on any statements, warranties, representations or undertakings except those expressly set out in this Contractor Licence. Each Party waives any claim for breach of this Contractor Licence, or any right to rescind this Contractor Licence in respect of any representation which is not an express provision of this Contractor Licence. However, this Clause does not exclude any liability which any Party may have to the other (or any right which any Party may have to rescind this Contractor Licence) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Contractor Licence.*
- 7.2. *This Contractor Licence will be governed by English law and each of the Parties submits to the exclusive jurisdiction of the English courts except that either Party may bring an interim or emergency injunction in any court of competent jurisdiction.*
- 7.3. *No person other than the UK Centre for Ecology & Hydrology Enterprise Ltd has any right to prevent the variation, cancellation or termination of this Contractor Licence, or to enforce any benefit conferred upon them by this Contractor Licence and no term of this Contractor Licence will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Party other than the UK Centre for Ecology & Hydrology Enterprise Ltd save that the Indemnified Parties identified in Clause 6.6 of the Principal Licence may enforce the indemnity against the Licensor subject to the conditions in that Clause.*

PART B: THE LICENSED DATA

Product	Principal Licence Schedule	Description	Details of area supplied	Area (km²)
<i>Enter the UKCEH dataset to be licensed here</i>	<i>Enter the number of the licence schedule for that dataset from the principal licence</i>	<i>Copy the description from the Licensed Data table in Schedule 1 of the principal licence</i>	<i>Describe the area of data to be supplied to the sub-contractor</i>	

PART C: PURPOSE

PART D: TERM OF LICENCE

Licence start date: +++

Licence end date: +++

PART E: NUMBER OF LICENSED USERS

PART F: ADDITIONAL TERMS AND CONDITIONS

PART G: ADMINISTRATION DETAILS

Address for delivery (if applicable)

Names, telephone numbers and e-mail addresses of contacts

SIGNING PAGE

AGREED by the Parties acting through their authorised signatories

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

DATE

SCHEDULE 4

Administration Details

Clause 8.3 states that notices should be addressed to the contacts at the addresses specified in Schedule 4 or such other contacts and addresses are notified by either Party to the other from time to time.

For the Licensor:

Name : [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] delivery

[REDACTED]

Address for invoice (if different)

[REDACTED]

Names, telephone numbers and e-mail addresses of contacts

[REDACTED] [REDACTED]

SIGNING PAGE

AGREED by the Parties acting through their authorised signatories

FOR THE LICENSOR

[Redacted]

Chris Robertson

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

FOR THE LICENSEE

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Queries should be addressed to: Data Licensing Administrator (address as on page 2),
Tel: 01491 838800 (direct dial: 01491 692716/01491 692302).