

Data Licence Agreement



Ref:

This Licence Agreement is between:

The Environment Agency Rivers House Lower Bristol Road BATH BA2 9ES	And
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We, the Environment Agency ("**The Agency**"), and you, the recipient of the Data ("**The User**") agree that:

1. This Agreement includes these paragraphs the Schedule below and General Conditions.
2. Subject to paragraph 9 if you make any usage of the Data you are deemed to accept the terms of this Agreement and to agree to use the Data accordingly.
3. If it is not possible to interpret consistently the special conditions below and the General Conditions attached the special conditions will prevail.
4. "Data" can include information, records and documents of any kind.
5. Either we own the intellectual property rights to the Data ("Agency Data") or a third party might own such rights ("Third Party Data")
6. We will provide you with the Data specified under the heading The Data below.
7. You must not do anything whatsoever with the Third Party Data, including copying, in excess of your statutory rights unless we have indicated in writing otherwise. You agree to indemnify us in respect of any breach of this requirement.
8. You must pay us the charges set out in the Schedule and (where applicable) value added tax.
9. This does not affect your statutory rights

SCHEDULE

THE DATA

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PERMITTED USE

Project title:

Data to be used byfor the above project only.

Data must not be passed on to other parties, or used for any project than that stated above

FEES PAYABLE

..... plus VAT for the data

SPECIAL CONDITIONS

None

CONTACT DETAILS

SIGNED BY THE USER: **Date:**

Name (Block Letters):

Position:

Company/Firm:

Address:

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GENERAL CONDITIONS OF AGREEMENT

1 OWNERSHIP & LICENCE

Subject to this Agreement, we grant you a non-exclusive and non-transferable licence to use Agency Data beginning on the date upon which we supply you with it.

You will not remove, suppress or modify, in any way, any trade mark, copyright or other proprietary marking on or in Agency Data or which are visible during their operation or use (whether electronically or otherwise) or which are on their carrier medium, if any. You will ensure that these proprietary markings are retained in any copies of Agency Data.

You will notify us immediately if you become aware of any unauthorised access to, use or copying of Agency Data by anyone.

Whenever possible you shall acknowledge the Agency's ownership of Agency Data, where applicable by use of the words "© Environment Agency copyright and/or database right 20xx. All rights reserved." (using year of first publication).

2 SUPPLY

After you have paid to us the Fees due, we shall provide you with one copy of the Data at the address you provided to us.

You will only be able to cancel the agreement and request your fee back up to the point when we start work on providing the requested information PROVIDED THAT if you have not received this licence agreement prior to the supply of the data and are not otherwise aware of these terms and conditions you may if you do not wish to comply with these conditions return the data to us without making use of them and we will refund the fee.

We may deliver the Data by whatever means we think appropriate.

We shall not be responsible for the installation of the Data.

3 USE OF AGENCY DATA

You may use Agency Data and take copies of Agency Data for your personal use, your internal business purposes or the uses permitted in the Special Conditions. If you are a body carrying out statutory functions you may use Agency data to comply with statutory obligations in connection therewith.

Apart from the above you will not yourself, nor will you allow anyone else to:

- (a) create any product which is derived from Agency Data;
 - (b) transfer, distribute or exploit any part of Agency Data in any way for commercial advantage (e.g. by rental, sale, licence, provision of a service, or use in connection with a chargeable or revenue raising service).
 - (c) combine Agency Data with, or into other data;
 - (d) reformat or otherwise change such data,
 - (e) put Agency Data on the Internet or any similar system or
 - (f) do any other thing to Agency Data so that they cease to be readily identifiable as Agency Data
- without our written approval beforehand.

4 SECURITY AND AUDITING

You will maintain adequate security measures to safeguard the Data from unauthorised access, or use.

You will allow us to check your use of the Data at all reasonable times..

5 LIABILITY

We do not promise that the Data will provide any particular facilities or functions. You must ensure that the Data meet your needs. You are entirely responsible for the consequences of any use of the Data and subject to condition 5.6, we give you no warranty about the fitness for purpose or performance of any part of the Data.

If an electronic format has been used, we do not promise that the media on which the Data are provided will always be free from

defects, computer viruses, software locks or other similar code or that the operation of the Data will be uninterrupted or error-free. You should carry out all necessary virus checks prior to loading the Data on to your computer system.

We do not guarantee that the Data will always be accurate, correct, complete, up to date or valid. We give you no warranty about the condition or satisfactory quality of any part of the Data.

You accept that we are providing the Data to you because we must do so by law, or in pursuance of our general policy of openness. Accordingly we are only able to undertake to use reasonable endeavours to ensure that we are providing you with an accurate a copy from our records.

We are not in any circumstances (including if we have been negligent) liable for any damage to property, loss of business capital, earnings, profit, reputation, goodwill or enjoyment or any other indirect or consequential loss or damage at all arising out of or in connection with this Agreement or its subject matter.

We confirm that we have used reasonable endeavours to ensure that we have identified any Third Party Data which we are not authorised to licence to you .

We do not exclude or limit our liability to you for death or personal injury to the extent that it results from our negligence and that of our employees.

You accept that, except as specifically stated in this condition 5, we shall not be under any liability to you of any kind arising directly or indirectly in connection with the Agreement and that all conditions, warranties, undertakings or representations of any kind, express or implied, statutory or otherwise, relating to the Data are excluded.

6 TERMINATION

We may terminate the Agreement at any time by one month's written notice if you are in material breach of the terms of the Agreement or become subject to the law of bankruptcy or insolvency or for any reason if we wish to stop this Agreement applying to future supplies of information to you.

Termination of the Agreement will not affect either your statutory or other rights or our rights under the Agreement that may have accrued up to and including the date of termination.

7 GENERAL

Neither of us will be liable to the other for any delay or failure to perform our obligations (other than payment) under the Agreement because of any cause outside our reasonable control.

If any part of the Agreement is found by a court of competent jurisdiction or other competent authority to be unenforceable, then that part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

No waiver of any breach of the Agreement will be treated as a waiver of any other breach of the Agreement or other term of the Agreement and no waiver will be effective unless made in writing.

The Agreement contains the whole agreement between you and us relating to the provision of the Data and supersedes all previous communications, representations and arrangements, written or oral.

No change to the Agreement will be effective unless it is in writing and signed by those authorised for the purpose by you and us.

The Agreement will be governed by and interpreted in accordance with English law and we and you agree to submit to the jurisdiction of the English courts in connection with the Agreement.

The parties hereby agree that nothing in this Agreement shall be construed as creating a right which is enforceable by any person who is not a party to it. (Version 6)