**CONTRACTOR and co-deliverer LICENCE for use of LCM data licensed from UK CENTRE FOR ECOLOGY & HYDROLOGY**

**PARTIES**

1. **Natural England**, whose principal place of business is at Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (“**the** **Licensor**”); and
2. **[ ]**, whose principal place of business is at [ ] (“**the** **Contractor**” or “the Co-Deliverer”).

**BACKGROUND**

This Contractor and Co-Deliverer Licence relates to data held under licence from the UK Centre for Ecology & Hydrologyby the Licensor (a copy of which should be supplied to the Contractor or Co-Deliverer for reference), hereinafter referred to as the Principal Licence.

**IT IS AGREED AS FOLLOWS:**

**Part A: Terms and Conditions**

# Definitions

## In this Contractor and Co-Deliverer Licence the following terms have the meanings set out below:

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| this Contractor and Co-Deliverer Licence | this licence agreement including any relevant parts of the Principal Licence that are referred to; |
| Contractor | a person who is supplied by the Licensor with the Licensed Data for purposes limited to the extent necessary to provide goods and services to the Licensee or to provide a tender to the Licensee;  |
| Co-Deliverer | a person who is supplied by the Licensor with the Licensed Data for purposes all of which support the achievement of the Licensee’s statutory functions, where no revenue or credit is received in relation to any supply of the Licensed Data that exceeds the marginal costs of supply (unless it is a statutory charge)/ where that person supplied with Licensed Data uses it only for non-commercial purposes. |
| Non-Commercial Activities | those activities that do not, and are not intended to, directly or indirectly lead to, support or otherwise relate to, the generation of revenues in excess of the direct costs of those activities, whether at the time of use or at some future time; |
| Derived Data | 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; |
| the Licensed Data | the datasets or parts thereof described in Part B of this Contractor and Co-Deliverer Licence; |
| Principal Licence  | the agreement between the UK Centre For Ecology & Hydrology and the Licensor under which the Licensor holds the Licensed Data;  |
| the Term | the Term of this Contractor and Co-Deliverer Licence described in Part C below; |
| Use | use, copy, extract, adapt, translate, arrange or alter. |

## In this Contractor and Co-Deliverer Licence:

##### references to Clauses are to the clauses of this Contractor and Co-Deliverer Licence;

##### references to the Parties are to the parties to this Contractor and Co-Deliverer Licence;

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##### headings are used for convenience only and do not affect its interpretation;

##### where the word “including” is used it will be understood to mean “including without limitation”.

# Grant of Licence

## Where the Licensee is a Contractor, subject to the terms of this Contractor and Co-Deliverer Licence the Licensor grants to the Contractor a non-exclusive, revocable licence for the Term to:

#####  Use the Licensed Data for the purpose of providing goods and services to the Licensor or to provide a tender to the Licensor.

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## Where the Licensee is a Co-deliverer, subject to the terms of this Contractor and Co-Deliverer Licence the Licensor grants to the Co-deliverer a non-exclusive, revocable licence for the Term to:

#####  Use the Licensed Data for purposes all of which support the achievement of the Licensee’s statutory functions and which are Non-Commercial Activities.

# The Contractor’s and Co-Deliverer’s obligations

## The Contractor or Co-Deliverer 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.

## The Contractor or Co-Deliverer 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.

## The Contractor or Co-Deliverer will not supply, publish or otherwise make available the Licensed Data to any third parties.

## The Contractor or Co-Deliverer shall ensure that the Licensed Data and or Derived Data are destroyed or returned to the Licensor on or before the end of the Term specified in Part C below.

## The Contractor or Co-Deliver 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 and Co-Deliverer Licence.

## The Contractor or Co-Deliverer 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.

# The Licensor’s obligations

## The Licensor shall ensure that the Contractor or Co-Deliverer is aware of and understands their obligations under any relevant clauses of the Principal Licence.

## The Licensor or Co-Deliverer shall be responsible for supplying the Licensed Data to the Contractor.

# INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

## Nothing in this Contractor and Co-Deliverer Licence will affect the ownership of any Intellectual Property Rights in the Licensed Data or any of its contents.

## The Contractor or Co-Deliverer 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 or any of its third party licensors into disrepute or to damage the goodwill of the UK Centre for Ecology & Hydrology or any third party licensors.

**6.** **Termination**

## This Contractor and Co-Deliverer Licence will automatically terminate if the Principal Licence between the UK Centre for Ecology & Hydrology and the Licensor, is terminated or expires.

## On termination of the Contractor Licence, the Contractor or Co-Deliverer must destroy all copies of the Licensed Data or Derived Data. As an exception to this obligation, the Contractor or Co-Deliverer 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.

## Each Contractor or Co-Deliverer will remain responsible and primarily liable to the Licensor for their acts and omissions.

## The Licensor may terminate this Contractor and Co-Deliverer Licence with immediate effect (or such notice as the Licensor may specify) by giving written notice to the Licensee.

**7.** **General**

## This Contractor and Co-Deliverer 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 and Co-Deliverer Licence. Each of the Parties acknowledges that in entering into this Contractor and Co-Deliverer Licence, it has not relied on any statements, warranties, representations or undertakings except those expressly set out in this Contractor and Co-Deliverer Licence. Each Party waives any claim for breach of this Contractor and Co-Deliverer Licence, or any right to rescind this Contractor and Co-Deliverer Licence in respect of any representation which is not an express provision of this Contractor and Co-Deliverer 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 and Co-Deliverer Licence) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Contractor and Co-Deliverer Licence.

## This Contractor and Co-Deliverer 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.

## No person other than the UK Centre for Ecology & Hydrology has any right to prevent the variation, cancellation or termination of this Contractor and Co-Deliverer Licence, or to enforce any benefit conferred upon them by this Contractor and Co-Deliverer Licence and no term of this Contractor and Co-Deliverer Licence will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Party other than the UK Centre for Ecology & Hydrology 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**

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| **Product** | **Description** | **Details of area supplied** |
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**Part C: term of Licence**

For a Contractor the Term will be the period of time needed to complete the provision of goods and services to the Licensee or to provide a tender.

For a Co-Deliver the Term will be the period of time needed to use the Licensed Data to support the achievement of the Licensee’s statutory functions

# SIGNING PAGE

# AGREED by the Parties acting through their authorised signatories

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| --- | --- |
| FOR THE LICENSOR | FOR THE CONTRACTOR or CO-DELIVERER |
| SIGNATUREElectronic signature of Andy Lee, for Natural England who are the licensor.  | SIGNATURE  |
| NAME Andy Lee | NAME  |
| JOB TITLESenior Data ManagerData Services Team  | JOB TITLE  |
| DATEAs opposite | DATE  |