

## 1. Introduction

Under INSPIRE Directive Article 17(8) of Directive 2007/2/EC (INSPIRE) Member States or their public authorities shall enable the institutions and bodies of the European Union (EU) to gain access to Spatial data sets and services under harmonised conditions, and to exchange and use those data sets and services, for the purposes of public tasks that may have an impact on the environment. The United Kingdom legislation to implement INSPIRE is The Inspire Regulations 2009/3157 (as amended<sup>1</sup>).

The Intellectual Property is provided under the terms of this Licence and by exercising any rights to the Intellectual Property provided here the user accepts and agrees to be bound by this Licence.

## 2. Definitions

In this Licence unless the context otherwise requires the following terms shall have the following meanings:

**“Disaster”** means any situation which has or may have a severe impact on people, the environment or property (including cultural heritage) and which may result in a call for assistance under the Union Mechanism contained in Article 3 of Council Decision 1313/2013/EU of 17 December 2013 on a Union Civil Protection Mechanism;

**“Intellectual Property”** means the Spatial data and Spatial data sets Licensed and supplied by the Supplier. Which includes databases, utility models, trade marks, trade names, service marks, know-how, designs, drawings, algorithms, computer programs and confidential information;

**“Institutions and Bodies of the EU”** means (i) The Institutions set up under EU and EC Treaties;  
(ii) Agencies set up under the EC Treaty; and  
(iii) Agencies set up under the EU Treaty when their activity has a direct or indirect impact on the environment;

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<sup>1</sup> amended by INSPIRE (Amendment) Regulations 2012/1672

<b>“Metadata”</b>	means structured information that describes, explains, locates, or otherwise makes it easier to retrieve, use, or manage an information source;
<b>“Metadata Regulation”</b>	means Commission Regulation (EC) no 1205/2008 regarding metadata;
<b>“Party/ies”</b>	means either the Supplier or the User or Third Party as Appropriate;
<b>“Public Authority”</b>	means (i) any government or other public administration, including public advisory bodies, at national, regional or local level;  (ii) any natural or legal person performing public administrative functions under national law, including specific duties, activities or services in relation to the environment; and  (iii) any natural or legal person having public responsibilities or functions, or providing public services relating to the environment under the control of a body or person falling within (i) or (ii).
<b>“Public Authority Public Tasks”</b>	means the development, implementation and monitoring of policies and related activities that may have an impact on the environment;
<b>“Spatial Data”</b>	means any data with a direct or indirect reference to a specific location or geographical area;
<b>“Spatial Data Services”</b>	means the operations which may be performed, by invoking a computer application, on the spatial data contained in spatial data sets or on the related Metadata;
<b>“Spatial Data Set”</b>	means an identifiable collection of spatial data;
<b>“Supplier”</b>	means the public authority that provides access to the Intellectual Property under the terms of this Licence;
<b>“Third Party”</b>	means any natural or legal person other than a public authority; and
<b>“User”</b>	means the institution or body of the EU that obtains the right to use the Intellectual Property under the terms of this Licence.

Unless the context otherwise requires, in this Licence:

- i) references to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments; and
- ii) this Licence shall be binding upon and shall continue for the benefit of the successors and assigns of the Supplier.

### **3. Intellectual Property (“IP”)**

The Spatial data sets and services provided under this Licence are hereafter referred to as the IP.

The IP provided under this Licence equate to, include or are components of the themes listed in Annexes I, II and III of Directive 2007/2/EC.

The IP provided under this Licence are defined in The Inspire Regulations 2009/3157 (as amended).

### **4. Grant of Licence**

The Supplier grants the User or Third Party a non-exclusive and non-transferable Licence to use the IP according to the terms of The Inspire Regulations 2009/3157 (as amended), Directive 2007/2/EC (INSPIRE) and Commission Regulation Number 268/2010 of 29 March 2010 (the Regulation).

**Use for any purpose other than permitted by this Licence is expressly prohibited without the prior written permission of the Supplier, who in its sole discretion may deny such permission and/or claim a separate additional charge for it.**

### **5. Permitted Use**

5.1. The IP may be used for activities where such activity has, or may have, a direct or indirect impact on the environment and the purpose of those activities which lie within the public authority public task. This will include reporting within and between Institutions and bodies of the EU.

5.2. The Institutions or bodies of the EU may make the Intellectual Property available to;

- (i) its contractors,
- (ii) its grant holders, and
- (iii) any other Public authority

who may only use it for the purpose for which it was supplied by the Institution or body of the EU in fulfilment of that institution or body’s public task as limited in 5.1 of this licence.

5.3. In the situations listed in 5.2 (i), (ii) and (iii) the Institution or body of the EU remains the responsible party and all the conditions are unaffected.

## **6. Third Party Access**

Third Party access may be allowed to the IP, or any data or service derived from it for research or private study (for the avoidance of doubt, research is restricted to non-commercial purposes. Private study must not be for any commercial advantage.)

## **7. Unauthorised Use**

The User or Third Party shall co-operate with the Supplier to prevent, stop and avoid any unauthorised use of the IP.

## **8. Copyright Acknowledgement**

All reproductions of the IP must carry an acknowledgement as follows:

“This is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority from the Keeper of Public Records, © Crown copyright and database right 2019 SPNI”.

Where the reproduction is not solely confined to the IP the words “Based upon” should be inserted after “This is” and before the words “Crown Copyright” in the acknowledgement.

The note “© Crown copyright and database right 2019 SPNI” will be sufficient for a finished reproduction of less than 200 sq. centimetres.

## **9. Warranties**

The Supplier warrants to the User or Third Party that, to the best of its knowledge, it has the power and authority to grant the rights granted under this Licence, has no reason to believe that the use of the IP could infringe any other entity’s rights and is not aware of any claim alleging that such infringement exists. The Supplier does not warrant that the IP will meet the requirements of the User or Third Party, unless this is stated specifically or follows from national law. Neither does the Supplier warrant that its operation will be uninterrupted or error free.

Except as expressly provided in this Licence, there are no conditions, warranties or other terms binding on the Supplier with respect to the actions contemplated hereunder. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Licence, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

## **10. Security**

The User or Third Party shall maintain adequate security measures to protect the integrity and security of the IP. The User or Third Party shall notify the Supplier of any breach or suspected breach of such security measures.

## **11. Liability**

11.1 The IP is provided on an “as is” basis, without warranty of any kind, either expressed or implied, except as otherwise provided in this Licence. No oral or written advice given by the Supplier or its dealers, distributors, agents or employees creates a warranty or in any way increases the Supplier’s liability.

It is the Users or Third Party responsibility to ensure that the IP is suitable for the User's or Third Party intended purposes. The Supplier accepts no liability as to the fitness of the IP supplied in meeting the Users or Third Party needs and the Supplier excludes to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.

11.2 The Supplier shall not be liable for any direct or indirect damage arising out of reliance upon, use or inability to use the IP.

11.3 The Supplier shall not be liable for any direct or indirect damage that may be caused by the transmission of a computer virus, worm or other such computer program.

11.4 This clause does not exclude liability of the Supplier where this is prescribed by national law.

## **12. Pricing and payment**

The Licence is free of charge.

## **13. Period of Licence**

This Licence shall remain in force until directed otherwise by Parliament and / or the European Parliament.

## **14. Access and delivery**

The Supplier shall ensure that the User or Third Party obtains access to the Intellectual Property in a timely and efficient manner, according to the terms of Commission Regulation No 268/2010 and this Licence.

The Supplier undertakes to ensure that independent of the provisions agreed to for access, the User can obtain immediate access to the IP without delay in Disasters referred to in Article 15 of Decision No 1313/2013/EU of 17 December 2013 on a Union Civil Protection System.

## **15. Processing of personal data**

The User or Third Party undertakes to process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data by the Institutions and bodies of the Community and on the free movement of such data (OJ L 119, 04.05.2016 p.1) and the Data Protection Act 2018 (2018 Ch 12).

## **16. Assignment, sub-licensing and contracting**

The User or Third Party shall not be entitled to assign this Licence. The User or Third Party has no rights to sub-license the IP.

Where the User or Third Party contracts work which requires use of the IP to another entity, the IP may be supplied under the following conditions:

16.1 the contractor shall be subject to the same obligations as the User or Third Party under this Licence;

16.2 the contractor shall not be given the power to grant rights to the IP;

16.3 the contractor shall not have any rights to use the IP for purposes beyond the contract; and

16.4 the contractor shall have no right to retain the IP after the end of the contract or this Licence.

## **17. Events Beyond the Control of the Parties**

No Party shall be liable for failures or have the right to terminate this Licence for any delay or failure in performance under this Licence if such delay or failure is caused by events beyond their control ("Events").

In the event of non performance the non performing Party will inform the other Party. The non-performing Party shall inform the other Party in writing as soon as is practicable about the Events specifying the nature and extent of the circumstances. The non-performing Party has no liability in respect of the performance of such of its obligations as are prevented by the Events during the continuation of such Events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to commence its affected operations in order for it to perform its obligations.

Events beyond the control of the Parties shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), act of God, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

## **18. Conflict resolution**

In the event of any dispute over the Licence, the Parties shall attempt to resolve the issue(s) by negotiations. The Parties agree to suspend the Licence until the dispute is resolved. Provided that such resolution is finalised within three (3) months of the date of notice of the issue having been sent by one Party to the other.

In the event of the said issues not being resolved within three (3) months from the start of the negotiations, this Licence shall be governed by and construed in accordance with the law of Northern Ireland and each of the Parties agrees to submit to the exclusive jurisdiction of the Courts of Northern Ireland.