



# Internal Data Re-Use Licence

## Parties

**The Coal Authority** - a body corporate established under S1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG ("the Licensor")

and

**[NAME]** whose registered office is at **[ADDRESS]** ("the Licensee")

## Conditions of use

1. This Internal Data Re-Use Licence ("Licence") permits the Licensee to re-use the data and/or information ("Data") specified in Schedule 1 for the purposes set out and described in Schedule 2.
2. Definitions used in this Licence are set out in Annex 1.
3. This Licence is a non-exclusive licence for the purposes set out herein.
4. This Licence does not permit the Licensee to use the Data for the provision of a bureau service (or other provision of business services for a fee to others) or for the benefit of, or on behalf of, others.

5. Neither the Licence granted nor the Data to which it applies may be assigned, sub-licensed, rented, lent, re-sold or otherwise transferred by the Licensee (other than for the purpose solely of hosting the Data on its behalf and subject always to the terms of this Licence).
6. No part of the Data may be sold, whether on its own or as part of a value-added commercial product.
7. The use of Data described in Schedule 1 extends to the placement of the material on the Licensee's internal servers and/or Intranet systems, subject to the following conditions:
  - a. For desktop GIS users, Data will be stored in a password protected area and access will only be granted to named internal user-ids and capped as appropriate to paragraph 1 of Schedule 3; and
  - b. For Intranet use, a Database of internal Data users will be created and the number of concurrent users will be capped as appropriate to paragraph 1 of Schedule 3;

The Licensee shall ensure that any such password is only communicated to such employees within its business or contractors that have a legitimate need to access the Data, such password being of a reasonably strong nature and shall be changed within the Licensee's business on at least a 3 monthly basis.

8. Publishing of the Data on the world-wide web (internet) is prohibited. However, extracts derived from the digital Data supplied under this Licence may be reproduced for the Licensee's internal legitimate business purposes in:
  - a. Analogue (paper/hardcopy); and/or
  - b. In any non-queryable electronic format (eg within an appropriately secured .PDF document) from which it is not possible to: (i) reverse-engineer back to, or to decompile, the digital Data; and/or (ii) print or download the reproduced extracts independently from the document.

The reproductions authorised under this Clause are permitted with the following statement to appear alongside such material: Licence No. [Specify Licence number-Wisdom Ref] © The Coal Authority [year]. All rights reserved.

9. Save where this Licence expressly includes commercial re-use, the Licensee will not amend, modify or adapt the Data or combine the data with other data to create commercial products or services that incorporate the Data.
10. When the Licensor's digital Data-sets are revised any updates will be supplied to the Licensee within the period referred to Schedule 4 and in the form prescribed in Schedule 1. Data provided under this licence agreement was up to date at the time of supply. The Licensee

updates its data-sets regularly and more recent data may be available from the licensee. Data provided by this licence is restricted to the update schedule prescribed in Schedule 4.

## General conditions

11. In this Licence, unless the context otherwise requires:

- a. words importing a gender shall include both genders;
- b. words importing the singular shall include the plural and vice-versa;
- c. the words "including", "include" and "in particular" and words of a similar effect shall not be deemed to limit the general effect of the words which precede them;
- d. headings are for convenience only and shall not affect the interpretation of this Agreement;
- e. any reference to a Schedule or annex shall be to the Schedules or Annex to this Licence; and
- f. any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;

12. **Certificate of Use:** the Licensee shall supply to the Licensor a statement within 30 days of a request from the Licensor signed by a Director or Auditors of the Licensee in the following terms: "I/We hereby certify that the use of the Data during the previous 12 months has been in accordance with the Licence".

13. **Assumptions:** the Licensee acknowledges and accepts that the Data is drawn from the Licensor's mining Database and that the Licensor may have no direct knowledge of information contained in the Data. The Licensor shall all reasonable endeavours to notify the Licensee of any material defects or inconsistencies in the Data in so far as it is aware of the same.

14. **No warranty or representation regarding Data:** the Licensee acknowledges and accepts that the Data are compiled from sources about which the Licensor may not have direct knowledge or control. Whilst the Licensor warrants that it has the necessary rights and permissions in relation to any third party data comprised within the Data and has used reasonable endeavours to verify the quality of the Data, the Licensor gives no warranty and makes no representation that the Data is complete, accurate, up-to-date, reliable or exhaustive, save that the Licensor warrants that its staff shall use reasonable skill and care in compiling and processing the Data.

The Licensor furthermore makes no warranties or representations as to the suitability of the Data for any particular use or purpose or as to the value or utility of the Data. The Licensee acknowledges and accepts that the Data is used by it entirely at its own risk. Where the Data is delivered electronically, the Licensor shall use reasonable endeavours to ensure that the Data is

free from viruses at the point of transmission and the Licensee shall be responsible for virus scanning the Data prior to receipt of the same. Should any Data supplied contain any error of which the Licensor is or becomes aware, the Licensor shall use its best endeavours to rectify such error as soon as reasonably practicable.

15. **Term:** the term of this Licence shall be [ x ] years beginning on the date of this Licence ("Term") unless terminated earlier in accordance with the provisions of this Licence.
16. In the event that the Licensee wishes to renew the Licence, the Licensee shall give the Licensor at least one month's notice in writing and the parties shall meet to discuss in good faith the terms of any Licence renewal.
17. **Termination by either party:** either party may terminate this Licence by written notice to the other effective forthwith if:
  - g. the other party is in material breach of any term of this Licence and has failed to remedy the breach within 30 days of receiving written notice requiring that the breach be remedied; or
  - h. the other party ceases to carry on business or is dissolved or is the subject of any insolvency proceedings including liquidation, bankruptcy or administration or an arrangement or composition with its creditors by which any person is appointed over the property or assets or to run the affairs of the Licensee including those persons described in Section 388 of the Insolvency Act 1986 or any subsequent enactment, the Official Receiver, the Accountant in Bankruptcy or any person appointed pursuant to a charge over the Licensee's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.
18. **Termination by the Licensor:** in addition to its rights under clause 17 above, the Licensor may terminate this Licence by written notice effective forthwith if:
  - a. any sum due from the Licensee under this Licence is unpaid for sixty days; or
  - b. the Licensee uses the Data for any purpose not expressly permitted by this Licence.
19. **Termination by the Licensee:** in addition to its rights under clause 17 above, the Licensee may terminate this Licence at any time by serving at least [six] months' prior written notice upon the Licensor.
20. **Effect of termination:** on termination of this Licence the Licensee and its employees shall immediately cease to use the Data supplied or any interpretations based on it or any materials (whether in hardcopy or electronic form or otherwise) into which the Data is incorporated and shall, where possible, return to the Licensor (if so requested by the Licensor) or, where reasonably possible, destroy all Data in its possession, custody or control (including, for the avoidance of doubt, any back-up copies) and will on request provide a certificate signed by a duly authorised officer that it has complied with this clause. Notwithstanding the provisions of

this clause 20, the Licensee may retain copies of all Data supplied under this Licence solely for archival, audit and disaster recovery purposes for a period of up to 12 years from the date of termination of this Licence.

21. **Accrued rights:** any termination of this Licence shall not affect the rights and remedies of either party accrued prior to such termination.
22. **Confidentiality Obligations:** the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party other than any employees or professional advisers who have a need to know it for the purposes of performance of their obligations in relation to this Licence and who are subject to obligations of confidentiality and restrictions upon use the same or greater than those of this clause nor use any Confidential Information of the other otherwise than for the purposes of this Licence, without the prior written permission of the Disclosing Party or as required by law.
23. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the Licensor is the owner of Database rights and/or copyright in the Data and that any Intellectual Property Rights and other proprietary rights in the Data or otherwise belonging to the Licensor shall remain the property of the Licensor and that the Licensee shall acquire no Intellectual Property Rights or other rights in the Data, whether by operation of this Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.
24. **Security and Monitoring:** the Licensee shall maintain such security as is necessary to ensure that it complies with its obligations under this Licence and that the Data and any materials incorporating or derived from the Data are kept secure. The Licensee will use its best endeavours to monitor usage of the Data to ensure compliance with this Licence and to ensure that the Data is not released or used in breach of this Licence.
25. **Third Party Infringement:** in the event that the Licensee becomes aware of any unauthorised use of the Data, Intellectual Property Rights in the Data, value-added products or value-added product Intellectual Property Rights it will forthwith notify the Licensor in writing giving full particulars of such use and shall make no comment or admission to any third party in respect of such use (save as required by law). The Licensee shall, at the Licensor's request, give the Licensor full cooperation and all reasonable assistance in any action, claim or proceedings brought or threatened in connection with any such unauthorised use.
26. **Data Protection & Freedom of Information:** the parties each undertake that they will comply with any obligations under the Data Protection Act 1998 or any subsequent enactment so far as they apply to them. Should any third party seek access to (or seek to be supplied with) all or part of the Data pursuant to the Freedom of Information Act 2000 ("**FOI**") (or any subsequent enactment) and/or the Inspire Directive 2007, they will be directed by the Licensee and its employees to contact the Licensor. Where the Licensee is not subject to FOI then it will not allow access to or supply Data to such third party. If the Licensee is subject to FOI then it will not allow access to or supply Data to such third party unless obliged by FOI to do so and in any

event will not allow such access or supply without first consulting the Licensor of the nature and extent of the proposed access or supply prior to any information being released.

27. **The Licensor's statutory obligations:** this Licence, and the Licensor's obligations under it, are subject to the Licensor's duties under the Coal Industry Act 1994, the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Re-use of Public Sector Information Regulations 2015 or any subsequent enactments, and the Licensor's other statutory and regulatory duties and obligations.
28. **Liability:** the Licensor's aggregate liability for any loss, damage, cost or other liability (including direct or indirect loss) arising in relation to the Data or pursuant to this Licence, or from any act or omission arising from or related to this Licence, whether in tort, contract or otherwise shall be limited to one hundred and fifty per cent (150%) of the total amount of fees paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
29. **No liability limitation where excluded by law:** nothing in this Licence shall exclude or limit either party's liability for death or personal injury, fraud or any other liability which cannot be excluded or limited by law.
30. **Indemnity:** each party ("**the Indemnifying Party**") hereby indemnifies the other party ("**the Indemnified Party**") against all claims actions losses and damages (together with all costs and expenses reasonably incurred) suffered and/or incurred by the Indemnified Party arising from any claim or action brought against the Indemnified Party by any third party as a result of negligence by the Indemnifying Party. The Indemnifying Party's aggregate liability under this Licence, including the indemnity given in this clause, will not exceed [one hundred and fifty per cent (150%)] of the total amount of fees paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
31. **Further acts:** the Licensee shall at the request of the Licensor do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in the Licensor's opinion to give full effect to this Licence and to vest in the Licensor the full benefit of the rights and benefits to be transferred to the Licensor under this Licence.
32. **Agency:** nothing in this Licence is intended to or shall make either party the agent or partner of the other.
33. **Entire Agreement:** this Licence sets out the entire agreement and understanding between the parties in connection with its subject matter. In particular, each party warrants and represents to the other that in entering into this Licence it has not relied upon any statement of fact or opinion made by the other or the other's officers, servants or agents which has not been included expressly in this Licence.

34. **Force Majeure:** neither party shall be liable to the other for any delay in or failure of performance of its obligations under this Licence arising from any cause beyond its reasonable control, including war, fire, explosion, civil commotion, flood, Act of God, governmental act or industrial action.
35. **Assignment:** the Licensee may not assign or in any other way make over to any third party its rights and/or obligations under this Licence, either in whole or in part, without the consent of the Licensor, such consent not to be unreasonably withheld or delayed, provided always that it shall be reasonable for the Licensor to withhold consent in the event that the proposed transferee is not of at least equivalent financial standing as the Licensee was at the time this Licence was entered into.
36. **Third Party Rights:** a person who is not a party to this Licence shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent enactment to enforce any term of this Licence. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
37. **Waiver:** failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Licence or otherwise.
38. **Amendment:** this Licence may not be amended, modified, varied or supplemented except in writing upon mutual agreement by the parties and signed by a duly authorised officer of each party.
39. **Severance:** if any provision of this Licence is or becomes invalid or unenforceable it will be severed from the rest of this Licence so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Licence shall be rendered invalid, unenforceable or be otherwise affected.
40. **Notices:** any notice required or permitted to be given by either party to the other under this Licence shall be made in writing and addressed and posted or delivered by hand to that other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving notice. Any approval or consent required by the Licensor shall be given by the Director of Information and Services, or such other person from time to time nominated by the Chief Executive of the Licensor and any approval or consent (including audit statement pursuant to clause 12) required of the Licensee shall be given by the signatory to this Licence on behalf of the Licensee or such other person from time to time nominated by the Licensee.
41. **Licensee Employees:** the Licensee shall ensure that the terms of this Licence are brought to the attention of any of its employees and professional advisers having access to the Data pursuant to this Licence.

42. **Records and Audit Access:** subject to the Licensor hereby agreeing to keep such information confidential in accordance with clause 22, the Licensee will permit the Licensor or its duly appointed representative access on reasonable notice to its premises, facilities and staff for the purposes of carrying out audits to verify the Licensee's compliance with this Licence.
43. **Governing law:** this Licence, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts.

## Payment provisions

44. Fees in respect of this Licence shall be payable in accordance with the provisions set out in Schedule 3.
45. Payments shall be made by the Licensee to: **Finance Department, the Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG**, within 30 days of the date of the relevant invoice. Any sums outstanding after 30 days shall bear interest, at the rate of 5% per annum above the Lloyds Bank PLC base lending rate, from the date of the invoice to the date of actual payment.



## Undertaking

The undersigned undertakes to observe the conditions of provision of the Data supplied by the Coal Authority as detailed above.

**Agreed for and on behalf of [LICENSEE NAME & ADDRESS]**

Signed:

Name (Print):

Date:

**Agreed for and on behalf of the Coal Authority**

Signed:

Name (Print):

Date:

# Annex 1

## Definitions

In this Licence, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**"Annual Fee"** - has the meaning given to it in paragraph 2 of Schedule 3;

**"Commercial" or "commercialise"**- means to produce, manufacture, market, stock, share, distribute, sell or exploit;

**"Confidential Information"** - means all information disclosed (whether in writing, orally, or by another means and whether directly or indirectly) by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of this Licence including the Data, the terms of this Licence and any information of the Disclosing Party relating to the Disclosing Party's business, financial or internal affairs, customers, plans, products, operations, know-how, trade secrets or information of a confidential nature but does not include:

- a. Information which is generally available to the public at the date of this Licence;
- b. information already known to the Receiving Party at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Licensee by the Licensor prior to the date of this Licence;
- c. information which is subsequently disclosed to the Receiving Party by third parties having no obligations of confidentiality to the Disclosing Party; and
- d. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Receiving Party, its employees, agents or sub-contractors.

For the avoidance of doubt Data or other information which is accessible pursuant to sections 1(1) (d) or 57 of the Coal Industry Act 1994 or any subsequent enactment shall nevertheless be deemed to be confidential pursuant to section 59 of the Coal Industry Act 1994 and shall be deemed not to be generally available to the public for the purposes of this Licence.

**"Data"** - means Data set out in Schedule 1 and received by the Licensee from the Licensor pursuant to this Licence, any other information or data received by the Licensee from the Licensor pursuant to this Licence, and (where the context allows) any updates to the Data received by the Licensee, information or materials that include or use the Data, and any part or parts of the Data;

**"Database"** – means a data structure or comprehensive collection of related data organised for convenient access;

**"Fee"** – means the Initial Fee and the Annual Fee payable by the Licensee to the Licensor in respect of the Data;

**"Initial Fee"** - has the meaning given to it in paragraph 2 of Schedule 3;

**"Intellectual Property Rights"** - means all patents, copyrights, design rights, trade marks, Database rights, trade secrets and other confidential information, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights.

**"Term"** – has the meaning given to it in clause 15 (Term).

# Schedule 1

## Details of Data supplied

# Schedule 2

## Purpose or purposes for use of Data

[This Schedule should include a description of the Licensee's business (ie the core business activities of the Licensee or such other business activities as shall be notified by the Licensee to the Licensor in writing).]

# Schedule 3

## Fees

1. This Licence permits the concurrent use of the Data by any number of users on networks/PCs/workstations/laptops/tablets or other electronic devices belonging to the Licensee only.
2. The Licensee shall pay a fee of £ [ ] plus VAT ("Initial Fee") for the initial supply of the Data and for 12 months use from the date of this Licence. The Licensee shall pay additional annual fees of £ [ ] plus VAT ("Annual Fee") per annum in advance for any continued use after the first 12 months use.
3. The Licensor may submit an invoice for the Initial Fee on or after the date of this Licence, and may submit an invoice for the Annual Fee on or after the date or each anniversary of this Licence.
4. At the discretion of the Licensor, the Licensor may propose increases to the Annual Fee ("Proposed Increase") in light of any changes in the nature, content and format of Data and of any proposed change of use and purpose that the Licensee wishes to put the Data to outside of that previously agreed, any increase in fixed or variable costs to the Licensor, or increased demand for the Data. In the event that the Licensor and the Licensee cannot reach agreement on the Proposed Increase then, the Licensor may terminate this Licence on 30 days' notice, notwithstanding that the Term may not have expired.
5. The Licensee shall pay to the Licensor the total amount properly due and owing shown in each invoice without deduction or set off. Neither the Initial Fee nor the Annual Fee is refundable in whole or in part, and should this Licence terminate for any reason during the year for which the Initial Fee or Annual Fee has been paid, the Licensor will not be obliged to make repayment of all or part of the Initial Fee or Annual Fee.

# Schedule 4

## Data update frequency

1. An up to date data cut will be provided on the anniversary of the licence for each year if the term is greater than one year.