

DISCLAIMER: This example Data Exploration Licence is provided as an example of a version of the Data Exploration Licence used in the CReDo project. It is provided for general information purposes only, and users should seek appropriate legal advice before taking or refraining from taking any action based on the content of this example Licence.

EXAMPLE

Data Exploration Licence

1. Parties

This Licence is between:

- (1) [DATA PROVIDER 1], Company Registration Number [], whose registered address is at [] (Party 1); and
- (2) [DATA PROVIDER 2], Company Registration Number [], whose registered address is at [] (Party 2); and
- (3) [DATA PROVIDER 3], Company Registration Number [], whose registered address is at [] (Party 3); and

For clarity each of Party 1, Party 2 and Party 3 are collectively referred to herein as “**Licensors**”; and

- (4) [DATA HOST], Company Registration Number [], whose registered address is at [] (Data Host); and
- (5) [PROJECT FUNDER], Company Registration Number [], whose registered address is at [] (Funder); and

For clarity each of the Data Host and the Funder are collectively referred to herein as “**Licensees**”, (each a **party** and together the **parties**).

- A) This Licence sets out the terms and conditions on which the Licensors agree to provide certain data, as identified in Schedule 1 (Exploration Data) (as may be updated from time to time by agreement in writing) (“**Exploration Data**”), to the Licensees for the Data Host to host on its servers and then make the Exploration Data available to certain parties (identified below as Permitted Third Parties who will be sub-licensees of the Licensees or either of them) to support [DESCRIBE PURPOSES OF PROJECT].
- B) For the purposes of this Licence, the Licensors’ actions and liabilities shall be several and not joint.
- C) For the purposes of this Licence, the Licensees’ actions and liabilities shall be several and not joint.
- D) Parties may be added to the list of Licensors by way of the accession process set out in this Licence and existing Licensors may withdraw in accordance with the termination provisions of this Licence.

2. Licence

2.1. In consideration of the rights and obligations under this Licence, and subject to the terms and conditions set out herein, the Licensors severally grant the Licensees severally a limited non-exclusive, non-transferable, revocable, licence to:

- 2.1.1. host the Exploration Data on the Data Host’s servers located [SPECIFY LOCATION] in accordance with standards set out in Schedule 4 (Data Security Standards);

- 2.1.2. make the Exploration Data available to certain Permitted Third Parties (identified and described in Schedule 2 (Permitted Third Parties) for the sole purpose of [DESCRIBE PURPOSE OF SHARING DATA WITH PERMITTED THIRD PARTIES] (the “Permitted Purpose”). [The learning from the project (including any synthetic data created whilst working on the project but at all times excluding the Exploration Data) may be disseminated widely]; and
 - 2.1.3. to allow access to and use of such Exploration Data to only those entities listed in Schedule 2 (Permitted Third Parties) to this Licence and only to the extent necessary for the same Permitted Purpose.
- 2.2. Each Licensee shall:
- 2.2.1. perform the Permitted Purpose in accordance with the standards set out with the requirements set out in Appendix 1 and ensure that any Permitted Third Party is only granted access to the Exploration Data in accordance with the requirements set out in Appendix 1;
 - 2.2.2. restrict access to the Exploration Data to persons working on the Permitted Purpose (that is, not individuals who have no role in relation to the Permitted Purpose);
 - 2.2.3. access and use the Exploration Data exclusively in the way described in Appendix 1 for the Permitted Purpose;
 - 2.2.4. not make the Exploration Data or any part of it available to third parties other than a Permitted Third Party and its representatives and external service providers to the extent that such parties have been appointed for the Permitted Purpose (but in accordance with the Permitted Purpose it is acceptable for synthetic data extracts to be shared);
 - 2.2.5. keep the identity of any [NAME ANY KEY ARTEFACTS WHICH COULD BE ASCERTAINED FROM THE EXPLORATION DATA] referenced in the Exploration Data confidential within the Licensees and Permitted Third Parties, and ensure that only synthetic data created whilst working on the Permitted Purpose is disclosed outside the Licensees and Permitted Third Parties;
 - 2.2.6. not use or copy, and ensure that a Permitted Third Party does not use or copy, the Exploration Data other than for the Permitted Purpose or as otherwise set out in this Licence;
 - 2.2.7. not be entitled to recover or allow any other person to recover any costs or charges for any use of the Exploration Data without the express written consent of all the Licensors and payment of such sum as the Licensors may specify on receipt of a request for permission from the Licensees;
 - 2.2.8. not reverse engineer or attempt to reverse engineer any part of the Exploration Data for any purpose including to derive or attempt to derive any personal data or otherwise identify any individual from the Exploration Data;
 - 2.2.9. not use any part of the Exploration Data in any manner which may damage the reputation of any of the Licensors; and
 - 2.2.10. notify all the Licensors as soon as reasonably practicable after becoming aware of any unauthorised or accidental access, use or disclosure of the Exploration Data and to cooperate with any investigation made by the Licensors in connection with such access, use or disclosure
- 2.3. Neither of the Licensees shall grant access to the Exploration Data to any Permitted Third Party unless and until such Permitted Third Party has entered into contractually binding provisions

substantially similar to the terms set out herein, including without limitation direct enforceability provisions for the benefit of the Licensors.

- 2.4. Neither of the Licensees shall without a further written agreement with the Licensors, sell, license, offer for sale or licence, or otherwise commercialise, any products or services which contain or use the Exploration Data (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using the Exploration Data), however the Licensors agree that the each of the Licensees shall be free to use, commercially or otherwise, the know-how, frameworks and methodologies that the Licensee creates or acquires from using the Exploration Data in the Permitted Purpose.
- 2.5. Each Licensee shall ensure that all individuals to whom they have permitted access to any of the Exploration Data have been made aware, and are periodically reminded, of their obligations under this Licence and shall on request provide to the Licensors a list of all individuals who have access to the Exploration Data and a record as to when and how they were briefed about their obligations under this Licence.

3. Accession of new Licensors

- 3.1. The parties acknowledge and agree that new entities may wish to be added to this Licence as licensors of additional data. The process for adding a new party to this Licence as a licensor shall be as follows:
 - 3.1.1. Any existing party (the “**Proposer**”) may by notice in writing (in accordance with clause 10 (notices)) to the other parties (each a “**Recipient**”) propose a new party to be a licensor under this Licence;
 - 3.1.2. Each Recipient shall, acting reasonably and in good faith, indicate to the Proposer in writing their acceptance or rejection of such a proposal within 21 days of receipt of the proposal and in the case of a rejection, give cogent reasons for such rejection. A non-response by a Recipient within the said 21 day period shall be deemed to be acceptance of the proposal;
 - 3.1.3. If a Recipient rejects the proposal, then it shall not go ahead unless the parties are able to negotiate with one another to agree a way of including the new proposed party within this Licence;
 - 3.1.4. If all the Recipients accept the proposal, then the Proposer shall ensure that the new party executes an accession agreement in substantially the same form as set out in Schedule 3 (Accession Agreement) (“**Accession Agreement**”) and all the parties shall execute the Accession Agreement promptly after execution by the new party;
 - 3.1.5. Upon completion of an Accession Agreement by the new party and all of the existing parties, the new party shall be deemed to be added to the group of Licensors defined above as from the completion date of the Accession Agreement

4. Intellectual Property Rights

- 4.1. All copyright, database rights and other intellectual property rights relating to the Exploration Data shall remain the property of the Licensors and each of the Licensees covenant to respect each of the Licensors’ proprietary rights therein and not to do or omit to do anything or permit anyone else to do or omit to do anything which might prejudice the Licensors’ proprietary rights therein. All rights not expressly granted herein are reserved to the Licensors.
- 4.2. Nothing in this Licence shall constitute an assignment of any intellectual property rights by any party.

- 4.3. Each of the Licensors reserves exclusively for themselves the unfettered right at all times to use or exploit their Exploration Data in any manner and for any purpose at its sole discretion.
- 4.4. Each of the Licensees acknowledge that each of the Licensors has made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of their Exploration Data.

5. No Warranty

- 5.1. The Exploration Data is provided by the Licensors 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality, accuracy, currency, completeness or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied, statutory or otherwise, in respect of the Exploration Data are hereby excluded to the fullest extent permitted by law. To the best of the Licensors' knowledge and belief they are free to share their part of the Exploration Data on the terms of this Licence.
- 5.2. Subject to clause 6 none of the Licensors shall be under any liability to any of the Licensees in respect of the Exploration Data or the use of the Exploration Data whether in contract, tort or otherwise and whether in relation to direct or indirect loss or damage.

6. Liabilities

- 6.1. There is nothing in this Licence that excludes or limits any party's liability for an infringement or breach of the intellectual property rights subsisting in the Exploration Data.
- 6.2. No party excludes its liability to the other under this Licence for fraud, or for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.
- 6.3. Subject to clauses 6.2 and 6.4, the Licensees shall severally (but not jointly) be liable for all costs, damages, expenses or losses incurred or suffered by any of the Licensors arising from any breach by the Licensee of the provisions of this Licence agreement subject to a maximum aggregate liability of £100,000 in respect of each Licensor.
- 6.4. No party shall be liable to the other for indirect, special or consequential loss or damage or any other pure economic loss (howsoever caused) which occurs as a result of the provision or use of the Exploration Data.

7. Term and Termination

- 7.1. This Licence commences with effect from the date this Licence is signed by all parties and shall continue until [END DATE] unless terminated earlier under this clause 7.
- 7.2. Each of the Licensors severally reserve for themselves the independent right to terminate their licence in their Exploration Data as granted herein. Any termination must be made in writing served upon each of the Licensees (with copies provided to the other Licensors) at the addresses set forth at clause 10. The termination notice period shall be no less than 10 (ten) days except for material breach. Termination or expiry of any part of the Licence shall not affect any parties' accrued rights and remedies. On the early termination or expiry of any part of this Licence, each of the Licensees shall:
 - 7.2.1. immediately cease, and shall ensure that the Permitted Third Party to whom that particular Licensee granted permission to become a Permitted Third Party immediately ceases, using the relevant Exploration Data; and
 - 7.2.2. destroy and shall ensure that the Permitted Third Party destroys (or at each relevant

Licensor's option return) all relevant Exploration Data under this Licence that it holds or for which it is responsible including any relevant Exploration Data that is embedded into any other material and provide written confirmation that it has done so at the relevant Licensor's request.

For the avoidance of doubt, the termination of a part of the License under this clause 7.2 shall not automatically result in the termination of the entire Licence with respect to another Licensor's Exploration Data.

- 7.3. The Funder may terminate the entire Licence upon giving no less than 10 (ten) days' written notice served on the Data Host and each of the Licensors at the addresses set forth in clause 9.
- 7.4. The Data Host may terminate the entire Licence subject to the prior written agreement of the Funder. Upon receipt of such written agreement from the Funder, the Data Host may terminate the entire Licence upon giving no less than 10 (ten) days' written notice served on the Funder and each of the Licensors at the addresses set forth in clause 9. Any such notice issued to the Licensors under this clause 7.4 shall include evidence of the Funder's agreement to such termination, otherwise such termination shall not be valid.
- 7.5. The provisions of clauses 6, 7 and 8 (inclusive) and any other clauses that are necessary to give effect to those clauses shall survive termination of this Licence. In addition, any other provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect

8. Data protection and privacy

- 8.1. The data being shared under this Licence and the nature of processing does not include personal data. Should this position change, the parties shall negotiate to share such personal data under a separate licence agreement and shall, in any event, comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation
 - 8.1.1. any data protection legislation from time to time in force in the UK, including the Data Protection Act 2018;
 - 8.1.2. the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and
 - 8.1.3. any successor legislation to the Data Protection Act 2018 and/or the UK GDPR.

9. Notices

- 9.1. Any notice, demand or communication under this Licence will be in writing and delivered by hand or prepaid recorded delivery or first class post addressed to the recipient at its registered office (or such other address as notified to the other party in writing) and, in relation to communications only, by email to the following named individuals for each party at the email address set out below:

In the case of Party 1: [JOB TITLE]

Email (communications only): [INSERT]

With a copy being sent to: [INSERT]

In the case of Party 2: [JOB TITLE]

Email (communications only): [INSERT]

With a copy being sent to: [INSERT]

In the case of Party 3: [JOB TITLE]

Email (communications only): [INSERT]

With a copy being sent to: [INSERT]

In the case of Data Host: [JOB TITLE]

Email (communications only): [INSERT]

With a copy being sent to: [INSERT]

In the case of Funder: [JOB TITLE]

Email (communications only): [INSERT]

With a copy being sent to: [INSERT]

- 9.2. In the event of a postal or other strike or industrial action affecting postal communications in the United Kingdom, notices will be delivered by hand.
- 9.3. The notice, demand or communication is deemed to have been received:
- 9.3.1. if delivered by recorded first class post, two (2) business days after the notice was posted;
 - 9.3.2. if delivered by hand, on the next business day after delivery; or
 - 9.3.3. if delivered by email (communication and invoices only), at the time of sending or if such email is sent after 17:00 on a business day, at 09:00 on the next business day.

10. Other General Provisions

- 10.1. This Licence sets out the entire agreement and understanding between the parties in respect of the subject matter of this Licence.
- 10.2. Amendments may be made to any part of this Licence if agreed to in writing by all the parties.
- 10.3. No party may assign, transfer or novate rights and obligations under this Licence.
- 10.4. This Licence shall be governed by the laws of England and Wales and all the parties agree to the exclusive jurisdiction of the courts of England and Wales.
- 10.5. A person who is not a party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Licence.
- 10.6. A failure by any party hereto to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times
- 10.7. If any provision of this Licence is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any regulatory authority or body or any court of competent jurisdiction in a final decision so determines this Licence shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.
- 10.8. Nothing in this Licence shall be deemed to create an exclusive obligation on the part of any party or to prevent or restrict any of the Licensors from providing similar services, products or data to the Exploration Data provided under this Licence to any third parties.
- 10.9. The parties are independent contracting parties and nothing in this Agreement shall make any party

the agent or legal representative of the other for any purpose whatsoever, nor does it grant any party any authority to assume or to create any obligation on behalf of or in the name of the other, and any rights and obligations (including any liability) hereunder shall be several and not joint.

Signed for and on behalf of [DATA PROVIDER 1]

Signature

Name

Title

Date

Signed for and on behalf of [DATA PROVIDER 2]

Signature

Name

Title

Date

Signed for and on behalf of [DATA PROVIDER 3]

Signature

Name

Title

Date

Signed for and on behalf of [DATA HOST]

Signature

Name

Title

Date

Signed for and on behalf of [FUNDER]

Signature

Name

Title

Date

Schedule 1 – Exploration Data

[INSERT DATA DESCRIPTION AND PURPOSES OF REQUEST]

Schedule 2 – Permitted Third Parties: List of entities

The following categories of users are permitted to use and or access the Exploration Data by way of a sublicense from the Licensees on terms substantially the same as the terms of this Licence (save that a right to grant sublicenses shall be excluded):

- [LIST PERMITTED THIRD PARTIES – EITHER BY LEGAL NAME OR BY SECTOR/INDUSTRY]

Schedule 3 – Accession Agreement

Date: _____	
Existing Licensors:	Additional Licensor(s):
[DATA PROVIDER 1], Company Registration Number [], whose registered address is at []	[INSERT COMPANY NAME, REGISTRATION No AND REGISTERED ADDRESS]
[DATA PROVIDER 2], Company Registration Number [], whose registered address is at []	[INSERT COMPANY NAME, REGISTRATION No AND REGISTERED ADDRESS]
[DATA PROVIDER 3], Company Registration Number [], whose registered address is at []	[INSERT COMPANY NAME, REGISTRATION No AND REGISTERED ADDRESS]

(each a “Party” and together the “Parties”).

WHEREAS:

- A. The Existing Licensors are parties to a licence dated [XX] and made between (1) the Existing Licensors, (2) [DATA HOST] and (3) [FUNDER] (the “Licence”)
- B. The Existing Licensors have agreed to add the Additional Licensor(s) to the Licence in accordance with the provisions of this Accession Agreement

IT IS HEREBY AGREED as follows:

ACCESSION

- 1 In consideration of the mutual covenants set out in this Accession Agreement, the Existing Licensors hereby agree that the Additional Licensor(s) shall accede to the Licence as a licensor on the following conditions:
 - a. The terms of the Licence shall apply to and be binding upon the Additional Licensor(s) from the date of this Accession Agreement mutatis mutandis;
 - b. The Existing Licensors shall continue to be bound by the terms of the Licence:
 - i. as between themselves, from the date on which the Licence was made; and
 - ii. as between each of them and the Additional Licensor(s), from the date of this Accession Agreement;
 - and
 - c. The description of the Exploration Data (as defined in the Licence) shall be updated by the Parties as soon as practicable to incorporate the Additional Licensor(s)’s contributions to the dataset.

INTELLECTUAL PROPERTY

- 2 Nothing in this Accession Agreement shall constitute an assignment of any intellectual property rights by any Party.

DURATION

- 3 This Accession Agreement shall come into effect on the date on which the last Party hereto signs this Accession Agreement and shall be co-terminous with the Licence.

GENERAL

- 4 This Accession Agreement shall be governed by and construed in accordance with English law and each Party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this Accession Agreement.
- 5 Nothing in this Agreement shall create or be deemed to create a partnership or to have created the relationship of principal and agent, a membership or any other legal entity between the Parties.
- 6 This Accession Agreement and the Licence constitutes the entire agreement between the Parties with regard to the Exploration Data. Any variation to this Accession Agreement shall be in writing and signed by authorised signatories for all Parties.
- 7 Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Accession Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Accession Agreement for the purposes of Contracts (Rights of Third Parties) Act 1999.

AS WITNESSES the hands of the Parties on the date on which the last Party hereto signs this Accession Agreement

[Signed for and on behalf of X]

Schedule 4 – Data Security Standards

[INSERT APPROPRIATE DATA SECURITY STANDARDS]