

## Data Exploration Licence

### 1. Parties

This Licence is between:

- (1) [ Data provider full legal name], Company Registration Number (if applicable): [Company number], Registered address or principal place of business: [Registered address]. **(any short name or initials that this agreement will refer to this company by)**; and

- (2) Add any additional data provider details to this list.

For clarity, each of the above parties are collectively referred to herein as “**Licensors**”); and

- (3) [Full legal name of data storage & user], , Company Registration Number (if applicable): [Company number], Registered address or principal place of business: [Registered address]. **(any short name or initials that this agreement will refer to this company by) (Licensee)**,

(each a **party** and together the **parties**).

This Licence sets out the terms and conditions on which the Licensors agree to provide certain data, as identified in Schedule 1 (as may be updated from time to time) (“**Exploration Data**”), to the Licensee for the Licensee to host on its servers located in the UK and then make the Exploration Data available to certain parties (identified below as Permitted Third Parties) to support [description of identified use case].

### 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 Licensee a limited non-exclusive, non-transferable, revocable, licence to:

- 2.1.1. host the Exploration Data on the Licensee’s servers located in the UK in accordance with standards set out in Appendix 1;
- 2.1.2. make the Exploration Data available to certain Permitted Third Parties (identified in Schedule 2) for the sole purpose of developing [defined permitted purpose for use of data, also set out in Schedule 1] (the “**Permitted Purpose**”); and
- 2.1.3. to allow access to and use of such Exploration Data to only those entities listed in Schedule 2 to this Licence and only to the extent necessary for the same Permitted Purpose. The term “**Permitted Third Party**” shall mean [ ensure that the permitted parties include all parties working with the data and those that may need to view the data during development] as identified in Schedule 2.

- 2.2. The 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 the Licensee’s researcher and the individuals working on the Permitted Purpose having been granted access to the Exploration Data by the Licensee’s researcher and under the supervision of the Licensee’s researcher; and
- 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 piece of infrastructure referenced in the Exploration Data confidential within the Licensee and Permitted Third Parties, and ensure that only synthetic data created

whilst working on the Permitted Purpose is disclosed outside the Licensee 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 Licensee;
- 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. The Licensee shall not 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. The Licensee shall not 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 Licensors agree that the Licensee shall be free to use, commercially or otherwise, the know-how, frameworks and methodologies the Licensee creates or acquires from using the Exploration Data in the Permitted Purpose.

2.5. The Licensee shall ensure that all individuals who have 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. Intellectual Property Rights**

3.1. All copyright, database rights and other intellectual property rights relating to the Exploration Data shall remain vested in the Licensors or its own licensors and the Licensee covenants to respect the Licensor's 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 Licensor's proprietary rights therein. All rights not expressly granted are reserved to the Licensors.

3.2. Nothing in this Licence shall constitute an assignment of any intellectual property rights by any party.

3.3. 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.

3.4. The Licensee acknowledges that the Licensors and/or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of their Exploration Data.

#### **4. No Warranty**

- 4.1. 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.
- 4.2. Subject to clause 5 none of the Licensors shall be under any liability to the Licensee 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.

#### **5. Liabilities**

- 5.1. 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.
- 5.2. No party excludes its liability to the other under this Licence for fraud, its breach of clause 8 (Confidentiality) or for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.
- 5.3. Subject to clause 5.4, the Licensee shall 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 £[add appropriate penalty] in respect of each Licensor.
- 5.4. 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.

#### **6. Term and Termination**

- 6.1. This Licence commences with effect from the date this Licence is signed by all parties and shall continue until [add date], unless terminated earlier under this clause 6.
- 6.2. 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 the Licensee (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, the Licensee shall:
- 6.2.1. immediately cease and shall ensure that the Permitted Third Party immediately ceases, using the relevant Exploration Data; and
  - 6.2.2. 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 6.2 shall not automatically result in the termination of the entire Licence with respect to another Licensor's Exploration Data.

6.3. The Licensee may terminate the entire Licence with immediate effect upon no less than 10 (ten) days written notice served on each of the Licensors at the addresses set forth in Clause 10.

6.4. The provisions of clauses 5, 6, 7, 8 and 9 (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.

## 7. Data protection and privacy

7.1. 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:

- 7.1.1. any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018*;
- 7.1.2. the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and
- 7.1.3. any successor legislation to the *Data Protection Act 2018* and/or the UK GDPR.

## 8. Confidentiality

For the purpose of this Clause 8, (Confidentiality):

**“Confidential Information”** means any information that is marked or identified as confidential, or that would be reasonably considered to be confidential in nature, that relates to the affairs of a party, and is acquired by the other party in anticipation of or as a result of this Licence. For the avoidance of doubt, Confidential Information shall include the Exploration Data.

8.1. 8.1 Each Party agrees:

- 8.1.1. *to use the Confidential Information of the other Party only for the purpose of performing its obligations and exercising rights under this Licence;*
- 8.1.2. *to keep all Confidential Information secure, and to disclose it to those employees, consultants, directors, professional advisors and Permitted Third Party, who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 8;*
- 8.1.3. *to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and / or disclosure; and*
- 8.1.4. *except as required by law, or by government or regulatory requirements (which for the avoidance of doubt, shall include any requirements for disclosure under the Freedom of Information Act 2000 and / or the Environmental Information Regulations 2004) not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 8 or with the other's prior written consent.*

8.2. The obligations under this Clause 8 shall not apply to any information that is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of the Confidential Information.

1. No party shall without the prior written consent of the other party:
  1. issue a press release or make a public statement that mentions the activities pursued by or the relationship between the parties under this Licence; and/or
  2. identify the other party as a partner or otherwise use any name or trademark of that other party (including making any attributions to the Exploration Data) or make representations to third parties regarding the subject matter of this Licence.
2. Upon written request from a Party, the other Party will return or destroy any Confidential Information received from the disclosing Party within a reasonable time period and provide written confirmation on request by the disclosing Party.

The Parties agree that if either of them breaches this Clause 8, damages may not be an adequate remedy for the disclosing party and it will have the right to apply for injunctive relief or specific performance of the receiving party's obligations.

## 9. Freedom of Information

9.1. For the purposes of this clause 9 (Freedom of Information):

**“Contract Information”** means (i) this Licence in its entirety (including from time to time agreed changes to this Licence) and (ii) data extracted from invoices submitted (if any);

**“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department of Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

**“Information”** means information recorded in any form held by the Licensee or by the Licensors on behalf of the Licensee; and

**“Information Access Request”** means a request for any Information under the FOI Legislation.

9.2. The Licensors acknowledges that the Licensee:

- 9.2.1. is subject to the FOI Legislation and agrees to use its reasonable endeavours to assist and cooperate with the Licensee to enable the Licensee to comply with its obligations under the FOI Legislation; and
- 9.2.2. may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from any of the Licensors.

9.3. Without prejudice to the generality of the above, each Licensor shall:

- 9.3.1. transfer to the Licensee's project lead (or such other person as may be notified by the Licensee to the Licensors) each Information Request relevant to the Licence that it or they (as the case may be) receive as soon as practicable and in any event within 2 business days of receiving such Information Request; and
- 9.3.2. in relation to Information held by the Licensors on behalf of the Licensee, provide the Licensee with details about and copies of all such Information that the Licensee requests and such

details and copies shall be provided within 5 business days of a request from the Licensee (or such other period as the Licensee may reasonably specify).

9.4. The Licensee shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request made in accordance with the FOI Legislation. The Licensors shall not respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Licensee.

9.5. This clause 9 will survive the expiry or termination of the Licence.

## 10. Notices

10.1. 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 [ name of licensor:** [Click or tap here to enter text.](#)

Email (communications only): [Click or tap here to enter text.](#)

[list for all licensors]

**In the case of the Licensee:**[name of licensee): [Click or tap here to enter text.](#)

Email (communications only ): [Click or tap here to enter text.](#)

10.2. 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.

10.3. The notice, demand or communication is deemed to have been received:

10.3.1. if delivered by recorded first class post, two (2) business days after the notice was posted;

10.3.2. if delivered by hand, on the next business day after delivery; or

10.3.3. 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.

## 11. Other General Provisions

11.1. This Licence sets out the entire agreement and understanding between the parties in respect of the subject matter of this Licence.

11.2. Amendments may be made to any part of this Licence if agreed to in writing by all the parties.

11.3. No party may assign, transfer or novate rights and obligations under this Licence.

11.4. 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.

- 11.5. 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.
- 11.6. 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
- 11.7. 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 here from with effect from the date of such agreement or decision or such earlier date as the parties may agree.
- 11.8. 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.

Signed for and on behalf of [ Legal name of Licensors]

**Signature** .....  
**Name** .....  
**Title** .....  
**Date** .....

Signed for and on behalf of [ Legal name of Licensor]

**Signature** .....  
**Name** .....  
**Title** .....  
**Date** .....

Signed for and on behalf of [ Legal name of Licensors]

**Signature** .....  
**Name** .....  
**Title** .....  
**Date** .....

Signed for and on behalf of the [Legal name of Licensee]

**Signature** .....  
**Name** .....  
**Title** .....  
**Date** .....

## Schedule 1 –Permitted Purpose & Exploration Data

### Permitted Purpose

[ Include a paragraph description of the permitted purpose, within the aims of the wider project what the data will be used to create]

### Exploration Data

[ A comprehensive table of the data required to enable the permitted purpose]

*Example table*

To identify location of asset	1.1	Geographic location of all sites within area of interest	Lat/long	all

## Schedule 2 Permitted Third Party: List of entities

The following categories of users are permitted to use and or access the Exploration 

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**Appendix 1** [enter the description of the arrangements and standards in place for storing the data securely, how access to the data by the **Licensee's researcher** and permitted third parties will be controlled and monitored]