

## National Soil Resources Institute

# Map and Information Publication Licence Agreement - Terms and Conditions

WHEREAS, the National Soil Resources Institute (hereinafter referred to as "NSRI") at Cranfield University has published a range of soil maps and reports covering areas of England and Wales

AND WHEREAS, Licensee desires to publish extracts of NSRI soil maps, soil map legends and reports that excludes use of digital data sources (hereinafter referred to as "licensed material")

NOW IT IS HEREBY AGREED as follows: -

1. LICENCE
  - 1.1 Subject to the terms and conditions of this Agreement and in consideration of payment of the licence fee, Licensor hereby grants to Licensee a non-exclusive non-transferable revocable licence to publish extracts of Licensor's licensed material specified in Schedule 1 herein.
2. ENTITLEMENT AND RESTRICTION OF USE
  - 2.1 This Licence permits the Licensee and Licensee's employees to publish the extracts of NSRI soil maps, soil map legends, parts of soil map reports and other parts of Licensor's copyright material specified in Schedule 1.
  - 2.2 This Licence expressly does NOT PERMIT THE Licensee or Licensee's employees to:
    - 2.2.1 copy extracts or the whole of a published soil map (i.e. facsimile copy) or any of Licensor's copyright material for business purposes. If the Licensee wishes to copy such licensed material, then a separate Map and Reproduction Licence is necessary;
    - 2.2.2 create any form of digital copy for use within a computerised mapping or geographical information system;
    - 2.2.2 publish the majority or whole of any extract or part of an NSRI soil map, map legend, report or other form of Licensor's copyright entity.
3. PROPRIETARY RIGHTS
  - 3.1 The licensed material is a proprietary product of Licensor and is protected by Copyright law and Licensor reserves all rights of ownership and copyright and all other intellectual property rights in any format or any medium.
  - 3.2 Licensee agrees that, during the term of this Agreement and thereafter, the licensed material including any versions modified by Licensor for use by Licensee and all other material, information and documentation made available to it by Licensor under this Agreement which is not already in the public domain or already lawfully in Licensee's possession are and shall remain the exclusive property of Licensor and are proprietary. Licensee shall use the licensed material and all information and documentation only for the purpose of this Agreement. Neither the licensed material nor any parts thereof shall be copied or reproduced by Licensee for any purpose outside the scope of this Agreement, nor shall they be made available for use by Licensee's customers or any other person, firm or company without the prior written consent of Licensor.
  - 3.3 Where the licensed material is a part of a published map and forms part of a document or product, the following acknowledgement and notice must appear on each and every copy or relevant computer screen view: -
 

*"Reproduced from National Soil Resources Institute [source map or report including publication date]. © Cranfield University and for the Controller of HMSO, [date]. No part of this publication may be reproduced without the express written permission of Cranfield University."*

For other forms of licensed material, the following acknowledgement and notice must appear on each and every copy or relevant computer screen view: -

*"Reproduced from National Soil Resources Institute [source map or report including publication date]. © Cranfield University [date]. No part of this publication may be reproduced without the express written permission of Cranfield University."*
  - 3.4 Licensee shall during the continuance of this Licence:
    - 3.4.1 effect and maintain adequate measures to safeguard the licensed material from access or use by any unauthorised person;
    - 3.4.2 inform all of its employees with access to the licensed material of the terms and conditions of this Licence and obligations contained therein;
    - 3.4.3 maintain for a period of six years a full and accurate record of the number of copyright entities published by the Licensee and shall provide such record to the Licensor at quarterly intervals. Licensee shall permit Licensor or its authorised representative at all reasonable times to inspect and take copies of all things material to this Licence Agreement and for this purpose to be allowed access to Licensee's premises;
4. TERM
  - 4.1 The term of this Licence shall continue unless and until terminated in accordance with the provisions of this Agreement.
5. FEES
  - 5.1 The licence fee is payable in advance. The licence fee is £100 (one hundred pounds) plus Value Added Tax per published copyright entity (i.e. plate, figure, table, etc).
6. TERMINATION
  - 6.1 Licensee may terminate this Agreement by giving written notice to Licensor. If Licensee decides to terminate, there will be no refund of any part of the licence fee payment.
  - 6.2 In the event that Licensee makes any use of the licensed material outside the rights granted hereunder or commits any other material breach of this Agreement, Licensor shall give written notice to Licensee and if such default has not been remedied within thirty (30) days after such notice, Licensor may thereafter terminate this Agreement.
  - 6.3 Licensor shall have the right to terminate this Agreement forthwith without notice if Licensee becomes insolvent, compounds with its creditors, files a petition in bankruptcy, enters into liquidation, has a receiver appointed or has any distress or execution levied against it.
  - 6.4 Upon expiration or termination of this Agreement, Licensee shall make no further use of the licensed material.
7. TITLE
 

Legal title to the licensed material and any modifications or enhancements thereto made by Licensor shall at all times be vested in Licensor and legal title to any other supporting documentation and information delivered to Licensee shall remain vested in Licensor and shall be returned to Licensor upon termination of this Agreement.
8. RESPONSIBILITY AND LIABILITY
  - 8.1.1 Licensee shall not make nor permit to be made any publication of the majority or whole of any NSRI soil map, soil map legend, report or other Licensor copyright entity.
  - 8.1.2 Licensee shall not make nor permit to be made any copies of extracts or the whole of a published soil map or other Licensor copyright entity without a Map and Information Reproduction Licence.

- 8.1.3 Other than as set out in this Agreement Licensor shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence Agreement, the licensed material, its use or otherwise.
- 8.1.4 Licensor expressly excludes liability for consequential loss or damage which may arise in respect of the licensed material, or its use, including loss of profit, loss of production, business revenue, loss of contracts, goodwill or anticipated savings.
- 8.1.5 Licensor accepts no liability for any design, system or use of any product resulting from the use of the licensed material and makes no warranty as to its completeness or accuracy nor that the licensed material is free of defects, error-free or is of a satisfactory quality.
- 8.1.6 Notwithstanding the above, nothing herein shall be deemed to restrict or exclude any liability of the Licensor for death or personal injury to the extent only that the same arises as a result of the negligence of Licensor, its employees, servants, agents or authorised representatives.
- 8.1.7 Subject to the provisions of this clause the Licensor's entire liability whether in contract or in tort and whether or not attributable to negligence, shall be limited to £1,000,000 if arising out of or in connection with any damage to property of the Licensee or in any other case, shall be limited to the amount of the licence fee stated herein.
- 8.1.8 Licensee shall protect, indemnify, save harmless and defend Licensor from and against any and all liabilities, claims, demands, loss, costs, damages or expenses including legal fees, arising from any claim asserted against Licensor that is in any way associated with Licensee's use of the licensed material.
- 8.2 Licensor gives no further warranty or representation as to the fitness of the licensed material or any part thereof. The express warranties given by the Licensor in Clause 8.1 are given to the exclusion of all other warranties and conditions and representations whether express or implied or otherwise.
9. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 9.1 The Licensor will indemnify the Licensee and keep the Licensee fully and effectively indemnified on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim that the use of licensed material infringes the intellectual property rights (including without limitation of patents, copyright, registered design, design right or trademark) of any third party, subject to the following conditions: -
- 9.1.1 the Licensee shall promptly notify the Licensor in writing of any allegations of infringement of which it has notice and will not make any admissions without the Licensor's prior written consent;
- 9.1.2 the Licensee, at the Licensor's request and expense, shall allow the Licensor to conduct and/or settle all negotiations and litigation resulting from any such claim;
- 9.1.3 the Licensee shall, at the request of the Licensor, afford all reasonable assistance with such negotiations or litigation, and shall be reimbursed by the Licensor for any out of pocket expenses incurred in so doing.
- 9.2 If the Licensee's normal use or possession of the licensed material is held by a Court of competent jurisdiction to constitute an infringement of the third party's intellectual property rights or if the Licensor is advised by legal counsel that such use or possession is likely to constitute such an infringement, then the Licensor shall promptly and at its own expense: -
- 9.2.1 procure for the Licensee the right to continue using and possessing the licensed material; or
- 9.2.2 modify or replace the licensed material, so as to avoid the infringement; or
- 9.2.3 remove the licensed material from the Licensee and refund the licence fee to the Licensee.
- 9.3 The foregoing states the Licensor's entire liability to the Licensee in respect of the infringement of the intellectual property rights of any third party.
10. **NOTICE**  
Any notice or other communication given hereunder shall be in writing and mailed to Licensor or to Licensee identified in Schedule 1  
or to such other address as either party shall have previously designated by notice in writing. Such notice or communication shall be deemed delivered when sent by registered post or facsimile transmission and subsequently confirmed in writing.
11. **ENTIRE AGREEMENT**  
This Agreement represents the entire Agreement between Licensor and Licensee and shall supersede all representations, agreements, statements and understandings made prior to the date of this Agreement whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly incorporated into this Agreement.
12. **UNCONTROLLABLE CIRCUMSTANCES**  
Licensor shall not be responsible for any failure on its part to fulfil any obligations to Licensee caused by events or circumstances outside Licensor's control.
13. **VARIATION OF CONDITIONS**  
The terms and conditions of this agreement shall not be varied except in writing, signed by the parties, each by its duly authorised representatives.
14. **NON-ASSIGNMENT**  
Licensee shall not assign this Agreement or any interest therein to any person without the prior written consent of Licensor.
15. **NON-WAIVER**  
Failure to terminate this Agreement following a breach or other failure to comply shall not be deemed to be a waiver of a Party's defences rights or causes of action arising from such or any future breach or non-compliance. Nor shall failure on the part of either Party at the time or from time to time to enforce or to require the strict adherence and performance of any of the terms and conditions affect or impair its right to enforce such terms or conditions in any way.
16. **HEADINGS AND SEVERABILITY**  
The clause headings are for convenience only and shall not affect their interpretation. If any part of this Agreement shall be held to be unenforceable to any extent, the remainder of the Agreement shall nevertheless remain in full force and effect.
17. **SURVIVAL**  
The provisions of clauses 3, 7, 8 and 18 shall remain binding upon Licensee after the expiry or termination of this Agreement.
18. **GOVERNING LAW**  
This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.