

LICENCE AGREEMENT IP-XXXXX/YYMMDD/VERSION

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People involved

- 'Us' The United Kingdom Hydrographic Office (UKHO) of Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom, for and on behalf of the Secretary of State for Defence.
- 'You' Licensee's Name of Licensee's Address, , , , , .

1 Definitions

- 'copyright material' The material described in annex 1. This does not include any updates, additions, improvements, new releases or new editions, unless we show them in annex 1.
- 'reproduced material' The material you produce because of this agreement.

2 Supply and licence

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3 Your rights

- a You may only reproduce, translate or adapt in [analogue] [and] [digital] form the copyright material for the purpose of [description of purpose including description of their product or service and the manner in which the reproduction is to be used, including any size restrictions on the reproduced material in addition to the restrictions in 4c and 4d].
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- f *[If 3c and 3d are used, also include one of these options]* [You may allow your customers to [sell or] distribute the reproduced material but you agree to tell them not to make any more copies of it.] *or* [You agree to tell your customers not to [sell or] distribute any reproduced material or any part of it or to make copies of it.] *or* [You may allow your customers to make [analogue] [and] [digital] copies of the reproduced material for [the purpose in paragraph 3.a] *or* [for their personal use only] *or* [insert purpose]. You agree to tell your customers not to [sell or] distribute any reproduced material or any part of it or to make copies of it for any other purpose.]
- g *[If distribution is not allowed]* You agree that the reproduced material is for your [personal] *or* [internal] use only and you agree not to distribute the reproduced material to anyone else *and maybe* [, although you may show what you have reproduced to others for the purpose of demonstrating your work].

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- a You will not place the copyright material [or the reproduced material] on a computer, including on the Internet, *except in accordance with paragraph 4b below [(except you may display small extracts of the reproduced material to promote it, subject to the restrictions in paragraph 4b below)].*
- b *[For internet reproductions of images]* If you display the reproduced material on the Internet [for promotional purposes], you will make sure that all graphic images are in a bit-map format (an image made up of rows and columns of dots) including, but not limited to, file types with the extension jpg/jpeg, png, bmp, gif, tiff, raw. You may only display the

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- c *[For internet reproductions of tidal predictions]* If you display the reproduced material on the Internet, you will make sure that you only display the times and heights of high and low tides:
 - (1) for a year if only a single port is displayed;
 - (2) for a month if up to ten ports are displayed;
 - (3) for the current day plus the next 6 days if more than ten ports are displayed.
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 - i you may only display the times and heights of high and low tides:
 - (1) for a year if only a single port is shown;
 - (2) for a month if up to ten ports are shown;
 - (3) for up to seven days if more than ten ports are shown;
 - ii astronomical and calendrical data, including sunrise/sunset and moonrise/moonset, (taken from HM Nautical Almanac Office Astronomical Information Sheets) is limited to the current year and the next four years;
 - iii the total area of all images in a single edition of the reproduced material is less than 600cm² (for example, one 20cm by 30cm image or two 10cm by 30cm image);
 - iv the total text reproduced is less than 600 words; and
 - v the total extracts reproduced from Admiralty Notices to Mariners cover up to a maximum of three pages at A4 size and are not customised to individual users' requirements.
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and/or

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 - ii archive the copyright material so that it can be retrieved for auditing purposes. You may not use the archived material for any other purpose without getting our permission, in writing][; or
 - iii return the copyright material to [us] or [the supplier]].

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- b You agree that you (including your staff or any other person or organisation who works for you) will only use the copyright material for the purpose we have allowed. You will make sure that your staff, or any other person or organisation who works for you, also agree to this restriction.
- c You will immediately tell us if you discover any unauthorised use, reproduction, translation, adaptation or exploitation of all or any part of the copyright material or the reproduced material by any person or organisation.

6 Fees

[For free licences]

- a We are not charging you for this licence because:
 - i the reproduced material has no commercial value; or
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 - iii based on the information you have provided, we have calculated that the licence fees payable to UKHO would be less than £200; or
 - iv you are displaying the reproduced material on a website which has an average of less than 1000 page views per day; or
 - v you are including the reproduced material in a drama or documentary (which is not used to instruct others on navigation methods) and you are broadcasting it, performing it (including by cable), and/or you are recording it on video or digital versatile disc; or
 - vi you are publishing the reproduced material in promotional literature, magazines, newspapers, calendars, promotional brochures or other publications that are published periodically, but the reproduced material:
 - (1) only contains tidal information up to the following limits
 - (a) one port for up to one year; or
 - (b) ten ports for up to one month; or
 - (c) any number of ports for up to one week;
 - (2) only contains astronomical and calendrical data, including sunrise/sunset and moonrise/moonset, (taken from HM Nautical Almanac Office Astronomical Information Sheets) for up to the current year and the next four years;
 - (3) only covers images that in total cover up to 600 square centimetres in any one edition of the reproduced material;
 - (4) only contains text up to 600 words; and
 - (5) only contains extracts from Admiralty Notices to Mariners weekly bulletins that in total cover up to a maximum of three pages at A4 size and are not customised to individual users' requirements.
- b You will tell us as soon as possible (in writing) if the reasons we are not charging you for this agreement are not true anymore.

[For bilateral arrangements]

- c We are not charging you for this licence because we have a bilateral arrangement with you.

7 Ending the agreement

- a Except as shown below, either one of us can end this agreement by writing to the other if the other one breaks the agreement. If it is possible to correct the break, you or we will give the other 30 days from the date of the letter to correct it.
- b *[For broadcasters]* Where you have reproduced the copyright material in a way that is incidental to the plot of the film or programme and it is not mentioned in any spoken dialogue we may not end this agreement or seek to prevent the production, distribution, advertising or other exploitation of the reproduced material if you break this agreement. You acknowledge that you might still have to pay us for any damage we might suffer as a result of you breaking those clauses.
- c *[For free licences except bilateral arrangements]* We can end this agreement by writing to you at any time if the reasons we are not charging you for this agreement are not true anymore. If we end the agreement because of this, we will offer you a new agreement but you may have to pay us for this agreement.
- d We can end this agreement by writing to you at any time if you are copying or have copied Crown copyright material without permission and this was not settled by us (or another part of the UK Government) issuing a full licence agreement and you paying any damages.
- e If either one of us ends this agreement (for any reason), this will not affect the other one's rights and liabilities that exist up to the date the agreement ends.

8 Promises

- a We confirm that we can give you this licence because we either own all intellectual property rights in the copyright material or we are allowed to give you this licence on behalf of some organisations (shown in Annex 1). Annex 1 also shows those parts of the copyright material that you cannot reproduce without direct permission from someone else. You might break their legal rights if you reproduce these parts without their permission.
- b You take full responsibility for using and reproducing the copyright material to make the reproduced material.
- c You take full responsibility for getting permission from any organisation shown as needed in Annex 1.
- d You will pay us and/or our licensors (shown in annex 1) for any damage we suffer during this agreement because:
 - i you break this agreement;
 - ii you, illegally or without our permission, supply other people or organisations with the copyright material or the reproduced material and they use or reproduce it, unless you have tried hard to tell others of the restrictions in this agreement and you have tried hard to make sure that they cannot use or reproduce it illegally or without our permission.

9 General

- a You will try hard to tell anyone that uses the reproduced material of any condition in this agreement that could apply to them.
- b *[You will not transfer your rights or responsibilities to another person or organisation without our permission, in writing.] or for broadcasters [You may transfer your rights or responsibilities to another person or organisation provided that you remain responsible to us for their activities. If this is not possible then you will get our written permission before you transfer your rights or responsibilities.]*
- c We can transfer or contract out our rights and responsibilities but we will tell you in writing if

we do.

- d If any part of this agreement is found to be illegal or cannot be enforced, the rest of the agreement will not be affected.
- e No right is granted to any person who is not part of this agreement in their own right and the people involved in this agreement confirm that they have no intention of granting anyone this.
- f This agreement replaces all other written or spoken agreements and working arrangements between us that are for the same or similar purposes to this agreement.
- g You will tell us if you change your name, address or anything else that could affect this agreement within 10 working days of the change.
- h Either one of us may suspend the other's responsibilities for a limited period if we both agree to it in writing. If either one of us decides not to take action against the other if they break the agreement, this will not prevent either one of us from taking action for any future break of the agreement (whether the break is the same or different).
- i This agreement can only be changed if we both agree to it.
- j **[This agreement will be governed by English law and any disagreements will only be dealt with in the English courts.] or, for crown bodies or international bodies with legal immunity [Any dispute between the Participants will be resolved by consultation between them.]**

Our signature

Your signature

Names (print):

Licensing Account Manager

Date:

_____/_____/_____

_____/_____/_____

Annex 1

Description of the copyright material

You may only reproduce the parts of the copyright material shown in the table below if they are the copyright of the British Crown and the following authorities:

<u>Colloquial Name</u>	<u>Name</u>
Aberdeen	Aberdeen Harbour Board
Alderney	States of Alderney Harbour Authority
Ardrossan	Clyde - Peel Ports
Argyll	Argyll & Bute Council
Armadale	Caledonian Maritime Assets Ltd
Avonmouth	First Corporate Shipping Limited (Bristol Port Company)
Ayr (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Barrow (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Barry (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Belfast	Belfast Harbour Commissioners
Bideford	Torrige District Council (Bideford)
Birkenhead	Mersey - Peel Ports
Blyth	Blyth Harbour Commission
Boston	Port of Boston Ltd
Bridgwater (Port of Bridgwater)	Sedgemoor District Council
Brightlingsea	Brightlingsea Harbour Commissioners
Bristol: Royal Portbury Dock	First Corporate Shipping Limited (Bristol Port Company)
Brixham	Torbay Council - Tor Bay Harbour Authority
Brodick	Caledonian Maritime Assets Ltd
Bude	Cornwall Council (Municipal Harbours)
Bute	Argyll & Bute Council
Caernarfon	Caernarfon Harbour Trust
Cairnryan	Port of Cairnryan Ltd
Cardiff (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Cardiff Harbour Authority	Cardiff City Council
Castlebay	Caledonian Maritime Assets Ltd
Chatham	Medway - Peel Ports
Chichester	Chichester Harbour Conservancy
Clydeport	Clyde - Peel Ports
Coll	Caledonian Maritime Assets Ltd
Colonsay	Caledonian Maritime Assets Ltd
Conwy Harbour	Conwy County Borough Council
Cowes	Cowes Harbour Commission
Cromarty Firth	Cromarty Firth Port Authority
Dart Harbour	Dart Harbour and Navigation Authority
Dee (River Dee Conservancy)	Environment Agency (River Dee Conservancy)
Dover	Dover Harbour Board
Dundee (Port of Dundee)	Forth Ports Limited
Exeter Port Authority	Exeter City Council

<u>Colloquial Name</u>	<u>Name</u>
Falmouth	Falmouth Harbour Commissioners
Falmouth Docks & Engineering	Falmouth Docks & Engineering (A&P Group)
Falmouth (Prince of Wales Pier)	Cornwall Council (Municipal Harbours)
Felixstowe	Harwich Haven Authority
Fishguard	Stena Line Ports Ltd
Fleetwood (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Folkestone	Folkstone Harbour Company
Forth Ports	Forth Ports Limited
Fowey	Fowey Harbour Commissioners
Fraserburgh	Fraserburgh Harbour Commissioners
Gairloch	Highland Council Harbours Authority
Garlieston Harbour	DGFirst - Dumfries and Galloway Council
Garston (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Glasgow	Clyde - Peel Ports
Glensanda Harbour	Aggregate Industries UK Ltd (Glensanda Harbour)
Gloucester	Gloucester Harbour Trustees
Goole (ABP)	Associated British Ports Groups (ABP Humber)
Gourock	Caledonian Maritime Assets Ltd
Great Yarmouth	Great Yarmouth Port Authority
Greenock	Clydeport Operations Limited
Grimsby (ABP)	Associated British Ports Groups (ABP Humber)
Guernsey	States of Guernsey Harbour Authority
Hamble	River Hamble Harbour Authority
Hartlepool	PD Ports
Harwich	Harwich Haven Authority
Hayle	Hayle Harbour Authority
Helmsdale	Highland Council Harbours Authority
Heysham	Mersey - Peel Ports
Hinkley Point C	Hinkley Point C Harbour Authority
Holyhead	Stena Line Ports Ltd
Hull (ABP)	Associated British Ports Groups (ABP Humber)
Hunterston	Clyde - Peel Ports
Immingham (ABP)	Associated British Ports Groups (ABP Humber)
Inverness	Inverness Harbour Trust
Ipswich (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Isle of Man	Isle of Man Harbours Division
Isle of Whithorn Harbour	DGFirst - Dumfries and Galloway Council
Jersey	Jersey Harbours
Kennacraig	Caledonian Maritime Assets Ltd
King's Lynn (ABP)	Associated British Ports Groups (All ABP ports except Humber)
King's Lynn Conservancy Board	King's Lynn Conservancy Board
Kinlochbervie	Highland Council Harbours Authority
Kirkcudbright Harbour	DGFirst - Dumfries and Galloway Council
Kyle of Lochalsh	Highland Council Harbours Authority
Lancaster	Lancaster Port Commission
Langstone	Langstone Harbour Board
Largs	Caledonian Maritime Assets Ltd

<u>Colloquial Name</u>	<u>Name</u>
Larne	Larne Harbour Ltd
Lerwick	Lerwick Port Authority
Littlehampton	Littlehampton Harbour Board
Loch Ryan (Outer)	DGFirst - Dumfries and Galloway Council
Loch Ryan Port (Cairnryan)	Stena Line Ports Ltd
Lochaline	Caledonian Maritime Assets Ltd
Lochboisdale	Caledonian Maritime Assets Ltd
Lochboisdale (Outer)	Lochboisdale Development Ltd
Lochinver	Highland Council Harbours Authority
Lochranza	Caledonian Maritime Assets Ltd
Londonderry	Londonderry Port and Harbour Commissioners
Lough Foyle	Londonderry Port & Harbour Commissioners
Lowestoft (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Lymington	Lymington Harbour Commissioners
Mallaig	Mallaig Harbour Authority
Manchester Ship Canal	Mersey - Peel Ports
Marazion	St Aubyn Estates (Cornwall)
Milford Haven	Milford Haven Port Authority
Mistley	Harwich Haven Authority
Montrose	Montrose Port Authority
Mostyn	Port of Mostyn
Mousehole	Mousehole Harbour Authority
Mowi Kyleakin Pier	Mowi Kyleakin Pier
Neath	Neath Port Authority
Newhaven	Newhaven Port and Properties Ltd
Newlyn	Newlyn Pier & Harbour Commissioners
Newport (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Newquay	Cornwall Council (Municipal Harbours)
Oban	Caledonian Maritime Assets Ltd
Orkney Islands	Orkney Islands Council
Padstow	Padstow Harbour Commissioners
Paignton	Torbay Council - Tor Bay Harbour Authority
Par	Imerys Minerals Ltd (Port of Par)
Pembroke Port	Milford Haven Port Authority
Penrhyn	Cornwall Council (Municipal Harbours)
Penzance	Cornwall Council (Municipal Harbours)
Perth	Perth & Kinross Council
Peterhead	Peterhead Port Authority
Plymouth (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Plymouth (Cattewater)	Cattewater Harbour Commissioners
Poole	Poole Harbour Commissioners
Port Ellen	Caledonian Maritime Assets Ltd
Port of Liverpool	Mersey - Peel Ports
Port of London	Port of London Authority
Port Talbot (ABP - S. Wales)	Associated British Ports Groups (All ABP ports except Humber)
Port William Harbour	DGFirst - Dumfries and Galloway Council
Portland Harbour	Portland Harbour Authority Ltd

<u>Colloquial Name</u>	<u>Name</u>
Portreath	Cornwall Council (Municipal Harbours)
Portree	Highland Council Harbours Authority
Portscatho	Cornwall Council (Municipal Harbours)
Portsmouth	Portsmouth International Port
Portwrinkle	Cornwall Council (Municipal Harbours)
Ramsgate	Port of Ramsgate - Thanet District Council
Rye Harbour	Environment Agency (Rye Harbour)
Salcombe	Salcombe Harbour
Sark	Sark Harbours and Pilotage Committee
Scrabster	Scrabster Harbour Trust
Seaham	Seaham Harbour Dock Company
Sheerness	Medway - Peel Ports
Shetland Islands	Shetland Islands Council
Shoreham	Shoreham Port Authority
Silloth (ABP - NW Ports)	Associated British Ports Groups (All ABP ports except Humber)
Southampton (ABP)	Associated British Ports Groups (All ABP ports except Humber)
St. Ives	Cornwall Council (Municipal Harbours)
St Mary's Harbour	St Mary's (Isles of Scilly)
St Michael's Mount	St Aubyn Estates (Cornwall)
Stornoway	Stornoway Port Authority
Stranraer (East Pier)	Stena Line Ports Ltd
Stranraer (West Pier)	DGFirst - Dumfries and Galloway Council
Sunderland	Port of Sunderland
Swansea (ABP - S Wales)	Associated British Ports Groups (All ABP ports except Humber)
Tarbert (Isle of Harris)	Caledonian Maritime Assets Ltd
Tees	PD Ports
Teignmouth (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Teignmouth Harbour Commission	Teignmouth Harbour Commission
Tiree (Gott Bay)	Caledonian Maritime Assets Ltd
Tobermory Harbour	Tobermory Harbour Authority
Tor Bay	Torbay Council - Tor Bay Harbour Authority
Torquay	Torbay Council - Tor Bay Harbour Authority
Troon (ABP)	Associated British Ports Groups (All ABP ports except Humber)
Truro	Cornwall Council (Municipal Harbours)
Tyne	Port of Tyne Authority
Uig	Highland Council Harbours Authority
Ullapool	Ullapool Harbour Trustees
Warrenpoint	Warrenpoint Harbour Authority
Wemyss Bay	Caledonian Maritime Assets Ltd
Western Isles / Comhairle nan Eilean Siar (CNES)	Comhairle Nan Eilean Siar (CNES) Ports & Harbours
Weymouth & Portland Borough Council	Weymouth & Portland Borough Council
Whitstable	Canterbury City Council - Whitstable Harbour
Wisbech	Port of Wisbech Authority
Workington	Port of Workington
Yarmouth (Isle of Wight)	Yarmouth Harbour (Isle of Wight)

<u>Colloquial Name</u>	<u>Name</u>
<u>Irish Authorities</u>	
An Daingean (Dingle)	Fishery Harbour Centres; Department of Agriculture, Food and the Marine
Arklow	Arklow Harbour Commissioners
Bantry Bay	Port of Cork Company
Commissioners of Irish Lights	Commissioners of Irish Lights
Cork (Port of Cork)	Port of Cork Company
Drogheda	Drogheda Port Company
Dublin Port Company	Dublin Port Company
Dun Laoghaire Harbour Company	Dun Laoghaire Harbour Company
Dundalk	Dublin Port Company
Dunmore East	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Foynes	Shannon Foynes Port Company
Galway Harbour Company	Galway Harbour Company
Howth	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Killybegs	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Kinsale	Cork County Council
Limerick	Shannon Foynes Port Company
New Ross	Port of New Ross (Wexford CC)
Ros A'Mhil - (Rossaveel)	Fishery Harbour Centres: Department of Agriculture, Food and the Marine
Rosslare	Iarnrod Eirann - Rosslare Europort
Shannon (River Shannon)	Shannon Foynes Port Company
Waterford	Port of Waterford Company
Wexford Harbour	Wexford Harbour (Wexford CC)
Wicklow	Wicklow County Council
<u>Other port authorities</u>	
Gibraltar	Gibraltar Port Authority
<u>National hydrographic offices</u>	
Argentina	Servicio de Hidrografia Naval
Belgium	Belgian Hydrographic Office
Croatia	Hrvatski Hidrografski Institut, Croatia
Iceland	Iceland Coast Guard (Hydrographic Dept)
Malta	Malta Hydrographic Office, Ports and Yachting Directorate, Transport Malta
Netherlands	Dienst Der Hydrografie, Netherlands
Oman	National Hydrographic Office, Oman
Portugal	Instituto Hidrográfico, Portugal
South Africa	Hydrographic Office, South Africa
Spain	Instituto Hidrográfico de la Marina, Spain
<u>Other data providers</u>	
Civil Aviation Authority (PEXA)	Civil Aviation Authority (CAA)
Crown Estate	The Crown Estate

<u>Colloquial Name</u>	<u>Name</u>
DEFRA	Department of Environment, Food & Rural Affairs
Land & Property Services, Northern Ireland	
Maritime & Coastguard Agency	
Northern Lighthouse Board	
SOPAC	SPC Applied Geoscience and Technology Division
Trinity House	Corporation of Trinity House
Wessex Archaeology	

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