

Licence agreement **Licence Number**

[NOTE: **BLUE** text must be deleted; **GREEN** text will be replaced by the initial form (but some cleaning might be required); **RED** text is optional depending on context but the wording cannot be varied without an exception report; **MAGENTA** text is required and wording depends on the context; **YELLOW** text only applies to 'free' licences]

[NOTE: Before sending the licence, select all text (CTRL-A) and press F9 to re-calculate all the cross-referenced paragraphs. Then check the licence again to make sure there are no errors.]

[NOTE: This template CAN NOT be used for indefinite licence periods (except for broadcasters). You should only grant licences for up to one year except for very defined projects where a period of up to three years can be granted.]

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' **Licencee's Name** of **Licencee'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

- a You are responsible for getting the copyright material at your own expense.
- b In line with the conditions of this agreement, we give you a licence to reproduce, translate or adapt the copyright material to make the reproduced material during the licence period. This grant does not include the right to reproduce any part of the copyright material that belongs to someone else and that is shown in Annex 1 as requiring their direct permission.
- c **This licence is valid for a period beginning on [DATE] [and continuing until the end of the period of copyright protection in the copyright material.] or [and ends on [DATE].]**
- d You may continue to use the reproduced material after the end of this licence agreement but you cannot make more copies.
- e You will only reproduce original versions of the copyright material that you own or have legitimate access to under an end-user licence from us.

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].**

- b *[For the BBC and other broadcasters that request these rights, use this instead of 3d-g]* We hereby grant to you, your licensees and assigns the non-exclusive right to:
- i incorporate the copyright material in the programme and reproduce and record it for this purpose;
 - ii transmit and show the programme and/or extracts of the programme incorporating the copyright material by all means and in all media throughout the world without restriction as to the number of transmissions or showings or copies that you, your licensees and assigns and any purchasers of the programme may make; and
 - iii incorporate the copyright material in material designed to promote the programme.
- c You may use others (contractors, consultants, advisors, etc) to help you make the reproduced material but they may only use the copyright material for that purpose.
- d You may produce up to:
- i analogue **[copy] [copies]** of the reproduced material during the licence period.
 - ii digital **[copy] [copies]** of the reproduced material during the licence period.
- We will consider allowing you to produce more than this if you write to us and ask for an increase, but you may have to pay an additional fee.
- e *[If distribution is allowed]* You may distribute the reproduced material **[to other people] or [add any restrictions if appropriate]**, such distribution may continue beyond the licence period, but you may not make any further copies of the copyright material. *[For Internet distribution]* You may use the Internet as a way of sending the reproduced material to authorised users, but you must protect the reproduced material from unauthorised copying.
- 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].

4 Your responsibilities

- 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 reproduced material on a website with an average of less than 1000 page views per day.

- 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.
- d *[For free licences in periodicals]* You will make sure that the reproduced material contains no more than the following extracts from the copyright material:
- 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.
- e You will try hard to protect the reproduced material from unauthorised reproduction, translation or adaptation by other people or organisations.
- f You agree to make sure that your contractors do not use, sell or store the copyright material or the reproduced material for their own purposes.
- g You will not allow your contractors to allow their existing or new subcontractors to work on the copyright material or the reproduced material.
- h You will make sure that you include the following acknowledgement in a suitable place in all reproduced material. *[Or, you may include a similar acknowledgement (referring to the page numbers) at the beginning of a publication.] or [Or, you may include a similar acknowledgement on the opening screen of a computer program for at least 15 seconds or until the user accepts it.] or [You will make sure that the following acknowledgement appears in the closing credits of the [film/programme] at a size and speed that people with normal eyesight can read.] or [If possible, you will show the acknowledgement shown below in the closing credits of the [film/programme] at a size and speed that people with normal eyesight can read.]*

‘© *[British]* Crown Copyright and/or database rights. Reproduced by permission of the Controller of Her Majesty's Stationery Office and the UK Hydrographic Office (www.ukho.gov.uk).’

and/or

for films and television programmes

[Nautical chart/publication] appeared courtesy of HMSO and the UK Hydrographic Office.’

and/or

for tidal predictions in newspapers (in addition to the tidal predictions acknowledgement above)

For newspapers, it is acceptable to include the full acknowledgement in one issue every year (preferably in January) and to use '© [British] Crown copyright and/or database rights. All rights reserved.' in all the other issues.

- i You will make sure that when an acknowledgement is included in a website, the text 'www.ukho.gov.uk' is hyper-linked to our website in line with our links policy (which we publish on the website).
- j You will make sure that you do not print any acknowledgement to the Crown, the Controller of Her Majesty's Stationery Office or us in any form of advertisement.
- k [Use this statement if the reproduced material could reasonably be misused for navigation and only if the dpi is greater than 36] You will make sure that the following warning is included in the reproduced material in a noticeable place.

'Not to be used for navigation'

- l [Do not include this clause if the material is used in a film or TV programme] You will remove any UKHO crests, logos, brand names, trademarks and other identifying features from the reproduced material. You will also remove the crests of any other hydrographic organisation, including the International Hydrographic Organisation.
- m You will not use our name or the name of our products and services in your advertisements without our permission, in writing.
- n You will not make, and you will not ask or allow others to make, any claims that we have approved your products or services.
- o You will not make, and you will not ask or allow others to make, any inaccurate or misleading statement about us or our products and services.
- p You will send us a copy of the reproduced material [as soon as possible] or [if we send you a request in writing]. Please mark your letter 'For the attention of Intellectual Property Branch' and give us your licence number. We will only use the copy of the reproduced material for purposes relating to this agreement (for example, to verify you have fulfilled your obligations). If the reproduced material contains material which is confidential to you and you tell us this, we will hold it in confidence.
- q You will [either:]
 - i delete the copyright material from any electronic storage by the end of the licence period[; or
 - 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]].

5 Intellectual property rights

- a The Crown and its licensors own or control the copyright and all other intellectual property rights in the copyright material. You do not get ownership or control of this material because of this agreement. The Crown and its licensors also continue to own or control the copyright and all other intellectual property rights in any substantial reproductions of the copyright material within the reproduced material.
- 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
 - ii the commercial value of all your reproduced material is below £10,000 in any one calendar year; or
 - 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
- the following UK national authorities:
 - the Civil Aviation Authority (for PEXA data)
 - the Maritime & Coastguard Agency (for civil survey data)

- the following national hydrographic offices:
 - Argentina
 - Belgium
 - Croatia
 - Denmark
 - Estonia
 - Iceland
 - Malta
 - the Netherlands
 - Oman
 - Portugal
 - South Africa
 - Spain

- the following port authorities:
 - United Kingdom
 - Aberdeen Harbour Board
 - Argyll & Bute Council
 - Associated British Ports – Ayr & Troon
 - Associated British Ports – Barrow
 - Associated British Ports – Cardiff & Barry
 - Associated British Ports – Fleetwood
 - Associated British Ports – Garston
 - Associated British Ports – Humber
 - Associated British Ports – Ipswich
 - Associated British Ports – King's Lynn
 - Associated British Ports – Lowestoft
 - Associated British Ports – Newport
 - Associated British Ports – Plymouth
 - Associated British Ports – Silloth
 - Associated British Ports – Southampton
 - Associated British Ports – Swansea & Port Talbot
 - Associated British Ports – Teignmouth
 - Belfast Harbour Commissioners
 - Blyth Harbour Commission
 - Brightlingsea Harbour Commissioners
 - Cattewater Harbour Commissioners (Cattewater, Plymouth)
 - Chichester Harbour Conservancy
 - Clydeport Operations Limited
 - Corporation of Trinity House
 - Cowes Harbour Commission
 - Cromarty Firth Port Authority

- Dart Harbour and Navigation Authority
- Dover Harbour Board
- Falmouth Harbour Commissioners
- First Corporate Shipping Limited (Bristol)
- Folkestone Harbour Company (Folkestone)
- Forth Ports plc
- Fowey Harbour Commissioners
- Fraserburgh Harbour Commissioners
- Gloucester Harbour Trustees
- Great Yarmouth Port Authority (Great Yarmouth)
- Hampshire County Council (Hamble, River Hamble)
- Harwich Haven Authority
- Heysham Port Limited
- Highland Council Harbours Authority (Gairloch, Helmsdale, Kinlochbervie, Kyle of Lochalsh, Lochinver, Portree & Uig)
- Imerys Minerals Ltd (Par)
- Inverness Harbour Trust (Inverness, Inverness Firth)
- King's Lynn Conservancy Board
- Langstone Harbour
- Larne Harbour Limited
- Lerwick Port Authority
- Littlehampton Harbour Board
- Londonderry Port and Harbour Commissioners
- Lymington Harbour Commissioners
- Manchester Ship Canal Company
- Mersey Docks & Harbour Company (Mersey, Liverpool, Birkenhead)
- Milford Haven Port Authority
- Montrose Port Authority
- Neath Port Authority
- Newhaven Port and Properties Limited
- Northern Lighthouse Board
- Orkney Islands Council
- Padstow Harbour Commissioners
- PD Teesport
- Peel Ports Medway (Port of Sheerness Ltd)
- Peterhead Port Authority (Peterhead Bay, Peterhead Harbour)
- Poole Harbour Commissioners
- Port of Boston Limited
- Port of Cairnryan Limited
- Port of London Authority
- Port of Mostyn Ltd
- Port of Sunderland
- Port of Tyne Authority (Tyne)
- Port of Wisbech Authority
- Port of Workington
- Portland Harbour Authority Limited
- Ports of Truro & Penryn
- Portsmouth Commercial Port
- Salcombe Harbour
- Scrabster Harbour Trust (Scrabster)
- Seaham Harbour Dock Company
- Shetland Islands Council
- Shoreham Port Authority
- Stena Line Ports Limited (Fishguard, Fleetwood, Holyhead, Stranraer)
- Teignmouth Harbour Commission

- Thanet District Council (Ramsgate)
- Torbay Council Marine Services (Tor Bay; Torquay, Brixham, Paignton)
- Torridge District Council (Bideford)
- Ullapool Harbour Trustees
- Warrenpoint Harbour Authority
- Weymouth & Portland Borough Council
- Whitstable Harbour
- Yarmouth Harbour, Isle of Wight

Channel Islands

- Jersey Harbours
- States of Alderney Harbour Authority
- States of Guernsey Harbour Authority

Isle of Man

- Isle of Man Harbours Division

Republic of Ireland

- Bantry Bay Harbour Commissioners
- Commissioner or Irish Lights
- Drogheda Port Company
- Dublin Port Company
- Dun Laoghaire Harbour Company
- Galway Harbour Company
- Iarnrod Eireann – Rosslare Europort
- Kinsale Harbour Commissioners (Kinsale)
- Port of Cork Company
- Port of New Ross
- Port of Waterford Company (Waterford)
- Shannon Foynes Port Company (River Shannon, Limerick, Foynes)
- Wicklow Port Company

Other port authorities

- Gibraltar Port Authority

Other data providers

- UK Maritime & Coastguard Agency (bathymetry data only)
- Civil Aviation Authority (PEXA data only)

Product	Title	Edition	Restrictions

You must get the permission of the following hydrographic offices or organisations if you want to reproduce their material and that material is part of the copyright material. Most products clearly show the hydrographic offices or organisations involved either on the front of a chart or in the introduction of a book.

[List of hydrographic offices and organisations including address and contact details (which can be found in <J:\cops\Copyright databases>Contact details>.)]

If you contact the National Geospatial-Intelligence Agency of the USA, you must tell them the equivalent US chart numbers to the products shown in the table above.

Product	Equivalent US chart numbers

Many companies, under licence from us, publish material that has come from our material. This material will usually have an acknowledgement to the Crown, to the Controller of HMSO or to us. It is protected by Crown copyright and the copyright of the publisher. You must get the permission of the publisher.

[List of publishers including address and contact details.]

Our Reference:

Dear

LICENCE AGREEMENT Licence Number

[We are sending you this licence agreement because you have requested the supply of tidal predictions and the rights to reproduce them.] or [Thank you for asking our permission to reproduce our copyright material.]

We are pleased to offer you a licence agreement, which we have included with this letter. If you want to accept our offer, please sign and date both copies of the agreement and return one copy to us at the address above. If you do not return the signed licence to us within three months, we will withdraw our offer and you must apply again.

It is important that you send us the complete agreement, including the annex.

You must not copy our material until we receive a copy of the signed agreement from you.

We are not charging you for this licence agreement because you own an original version of the copyright material and you have met our qualifying criteria shown in clause 6a of the licence agreement. If this is not true, or if it stops being true, then you must contact us as you will need a new licence. You may have to pay us for the new licence.

When we receive the signed copy and payment of our quote sent to you by our Tides Section, they will send you the predictions and an invoice showing we have received your payment.

If you have any questions about this agreement, please contact us.

Yours sincerely

Tamsin Wenham

Assistant Licensing Account Manager
Phone: +44 (0)1823 337900 extension 3379
Fax: +44 (0)1823 354045
E-mail: tamsin.wenham@ukho.gov.uk



THE UNITED KINGDOM HYDROGRAPHIC OFFICE

ADMIRALTY WAY · TAUNTON · SOMERSET · TA1 2DN · UNITED KINGDOM
TELEPHONE +44 (0)1823 337900 · FAX +44 (0)1823 284077

FAX MESSAGE

To:	From	UKHO Intellectual Property Section
Company:	Our Reference:	
Fax Number:	Date:	
Total number of pages (including this one): 16		
If you do not receive all pages, please ring: +44 (0)1823 337900 extension 3379		

Dear

LICENCE AGREEMENT **Licence Number**

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If you have any questions about this agreement, please contact us.

Yours sincerely

Tamsin Wenham

Assistant Licensing Account Manager
Phone: +44 (0)1823 337900 extension 3379
Fax: +44 (0)1823 354045
E-mail: tamsin.wenham@ukho.gov.uk

[Cut and paste this section into the main body of an e-mail.]

Dear

LICENCE AGREEMENT **Licence Number**

[We are sending you this licence agreement because you have requested the supply of tidal predictions and the rights to reproduce them.] or [Thank you for asking our permission to reproduce our copyright material.]

We are pleased to offer you a licence agreement, which we have attached to this e-mail. The attachment is in the Adobe portable document format. If you cannot read it, you can download a free copy of the Adobe reader software from www.adobe.com.

If you want to accept our offer, please print, sign and date two copies of the agreement and return both copies to us at our address on the licence. We will then sign both copies and send you one for your records. If you do not return the signed licence to us within three months, we will withdraw our offer and you must apply again.

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If you have any questions about this agreement, please contact us.

Yours sincerely

<insert name and contact details here>