

GROUP 3 CONDITIONS OF USER ACCESS (ACADEMIC INSTITUTIONS)

DIGITAL DATA LICENCE AGREEMENT

This Licence Agreement is made between:

The Licensor: UK Research and Innovation, a body corporate set up by UK law, acting through its component institute The British Geological Survey, of Environmental Science Centre, Keyworth, Nottingham, NG12 5GG ('the **Licensor**');

and

The Licensee: The organisation on whose behalf you are authorised to accept these terms and conditions ('the Licensee'), (each a "**Party**" and collectively the "**Parties**").

The Licence Agreement provides access by the Licensee to the CO₂Stored Website, subject to the following terms and conditions governing the use of the Data, the Materials and the Website.

1. Definitions

1.1. In this Licence Agreement, unless the context otherwise requires, the following definitions will apply:

"Administration Fee" means the sum described and identified as such in Schedule 2

"Affiliate" means any undertaking that is:

- (a) a subsidiary or holding company of the Party in question, or an undertaking which is a subsidiary of a holding company of the Party in question as such terms are defined in Section 1159 of the Companies Act 2006; or
- (b) the ultimate holding company of the group to which the Party in question belongs and any company other than such ultimate holding company which is at any time in question directly or indirectly controlled by the relevant ultimate holding company.

"Authorised Users" means employees of and sub-contractors of the Licensee.

"CO₂Stored" means the website hosted by the Licensor and through which the Data is accessed.

"Control" has the meaning given by section 1124 of the Corporation Tax Act 2010.

"Data" means the data described and identified as such in the Schedule, and accessed through the CO₂Stored Website.

"Derived Data" means data derived by performing a calculation or calculations on data comprising more than one datum point in the Data resulting in new data.

"Download" means the partial or complete download of the Data.

"Excluded Purposes" means those purposes identified and described as such in the Schedule 2

"Fees" means any fees paid to the Licensor by the Licensee in accordance with the terms of this Licence Agreement,

including (without limitation), the Administration Fee.

“Intellectual Property Rights”

means:

- (a) patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how) registered designs, rights in copyright (including authors’ and neighbouring or related insert “moral” rights), database rights, design rights, semiconductor topography rights, mask work rights, trade marks and service marks;
- (b) all registrations or applications to register any of the items referred to in paragraph (a); and
- (c) all rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of the rights referred to in this definition in any jurisdiction.

“Internal Publication”

means the publication of an abstract, article, presentation, report or other internal document of any outputs produced by or based upon, directly or indirectly, the use of Data solely within the Licensee’s organization.

“Licence Agreement”

means the terms and conditions of this agreement, together with any special conditions incorporated, and the attached Schedule 2

“Licence Start Date”

means the date described and identified as such in Schedule 2.

“Licence End Date”

means the date described and identified as such in Schedule 2 or any earlier date on which this Licence Agreement is terminated in accordance with its provisions.

“Materials”

means the UKSAP Report and any other materials provided from time to time in whatever medium by the Licensor to enable to Licensee to use the CO₂Stored Website and the Data.

“Publication” or “Publish”

means the publication of an abstract, article or paper in either an external journal or external document of any outputs produced by or based upon, directly or indirectly, the use of the Data, or the presentation of such outputs at a conference, lecture or seminar, meeting, workshop or in any circumstances to any third party without confidentiality obligations apply to it including Derived Data.

“Purpose”

means the purpose identified and described as such in the Schedule 2.

“Storage Unit”	means a geological formation identified as a potential unit for storing carbon dioxide within the CO ₂ Stored Website and with a unique identifier in the CO ₂ Stored Website.
“UKSAP Report”	means the report from the Energy Technologies Institute entitled “UKSAP Final Report – Distribution Version”, dated 28th October 2011 and made available in part or in whole through the CO ₂ Stored Website.
"Working Day"	means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

1.2. The headings in this Licence Agreement do not affect its interpretation. Save where the context otherwise requires, references to Sub-clauses, Clauses and Schedules are to sub-clauses, clauses and schedules of this Licence Agreement and Special Conditions shall refer to the conditions set out in Schedule 1.

1.3. Unless the context otherwise requires:-

- 1.3.1. references to the Licensor include its permitted successors and assigns;
- 1.3.2. references to statutory provisions include those statutory provisions as amended or re-enacted;
- 1.3.3. references to one gender include a reference to other genders;
- 1.3.4. references to “including” or “includes” shall be deemed to have the words “without limitation” inserted after them;
- 1.3.5. words in the singular shall include the plural and those in the plural include the singular;
- 1.3.6. a reference to a person includes a natural person, corporation or unincorporated body (whether or not having separate legal personality).

2. **Licence**

2.1. In consideration of payment of the Fees to the Licensor by the Licensee, the Licensor grants to the Licensee a revocable, non-exclusive, non-transferable, non-assignable licence to use, copy and adapt the Data and to access and use the Materials and to create Derived Data (in each case for use by the Licensee) in accordance with the terms and conditions in this Licence Agreement for a period commencing on the Licence Start Date and expiring on the Licence End Date for the Purpose.

3. **Access Rights**

- 3.1. The access rights granted under this Licence Agreement authorises the Licensee to use the Data, the Materials and access the CO₂Stored Website solely for the Purpose and exclusively for the benefit of the Licensee. Such access rights shall not be used for any other purpose, including the Excluded Purposes.
- 3.2. Neither the access rights granted under this Licence Agreement nor the Data and or Materials to which it applies may (in whole or in part) be assigned, novated, sub-licensed (except in accordance with Special Condition (3) of Schedule 1), rented, lent or otherwise transferred by the Licensee.
- 3.3. No part of the Data or the Materials may be sold or otherwise transferred, whether on its own or as part of other Data and/or Materials or a service or a product.
- 3.4. The limitations on the Data in this Licence Agreement shall apply to Derived Data except where expressly stated otherwise in this Licence Agreement.

4. **Fees**

4.1. The Licensee shall pay the Administration Fee to the Licensor on invoice in accordance with Clause 4.2.

- 4.2. The Licensee shall pay any Fees within thirty days of receipt of the relevant invoice.
- 4.3. If the Licensee fails to pay any Fees due to the Licensor under this Licence Agreement by its due date, the Licensor may charge interest on such overdue Fees in accordance with the applicable interest rate under the Late Payment of Commercial Debts (Interest) Act 1998, which shall accrue daily from the due date to the date of actual payment in full (whether before or after any judgment).
- 4.4. All payments made by the Licensee under this Licence Agreement shall be made in full without any deductions or set off and the Licensee shall not exercise or seek to exercise any right of claim to withhold payment or to legal or equitable set off.
- 4.5. All sums payable under this Licence Agreement are exclusive of VAT (if any).

5. **Audit**

- 5.1. The Licensee shall give an authorised representative appointed by the Licensor reasonable access to the Licensee's premises, records and relevant documentation (and to computer equipment on the Licensee's premises) on reasonable notice and at a time to be agreed by the Licensee to inspect and have access to such premises, records and relevant documentation (and to such computer equipment) during normal business hours and shall provide such information and explanations as the representative shall reasonably require for the purpose of verifying the Licensee's compliance with the terms of this Licence Agreement, or as required by law.
- 5.2. This Clause 5 shall survive the termination of this Licence Agreement for a period of six years from the Licence End Date.

6. **Conditions of Use**

- 6.1. Except as expressly permitted under this Licence Agreement, the Licensee must not provide copies of the Data, the Materials, reports or maps derived from the Data to any person or organisation other than the Licensee, its employees, or its professional advisors where it necessary for the Purposes.
- 6.2. Any Data included for Internal Publication, including Derived Data, must be accompanied by the following statement: "*Derived from Data supplied under Licence (cite licence number) by the British Geological Survey. © UKRI & The Crown Estate*" or such other similar statement as the Licensor may reasonably require the Licensee to use in its place by providing no less than ten Working Days' notice.
- 6.3. Except as set out in this Licence Agreement, the Licensee shall not:
 - 6.3.1. incorporate the Data, the Materials and or the CO₂Stored Website into in any Publication or on information to be distributed to members of any third party without prior written approval from the Licensor, such approval not to be unreasonably withheld, and for which additional fees may be payable;
 - 6.3.2. transfer possession of any copy, partial copy, modification or merged portion of the Data, the Materials and/or the CO₂Stored Website to any third party;
 - 6.3.3. copy, adapt, reverse engineer, decompile, disassemble, or modify the Data, the Materials and/or CO₂Stored Website in whole or in part except:
 - 6.3.3.1. to the extent permitted by applicable law;
 - 6.3.3.2. to the extent that such action is necessary for the purposes of integrating the operation of the Data, the Materials and/or the CO₂Stored Website with the operation of other software or systems used by the Licensee (subject to the Licensee using the Data, the Materials and the CO₂Stored Website in accordance with the rights granted under this Licence Agreement only).
- 6.4. If the Licensee wishes to use the Data, Material and/or the CO₂Stored Website for any Excluded Purpose, it must gain the prior written consent of the Licensor either by (a) entering into a separate licence with the Licensor or (b) by varying this Licence Agreement in writing.

7. **Warranties**

- 7.1. The Licensee warrants that it shall:
 - 7.1.1. ensure that the Data, the Materials and the CO₂Stored Website are used solely in connection with the Purpose;
 - 7.1.2. ensure that the Data, the Materials and the CO₂Stored Website are used with compatible systems and software;
 - 7.1.3. keep a reasonably accurate and up-to-date record of the copying and disclosure of the Data and the Materials (as permitted under this Licence Agreement), and produce such record on the Licensor's reasonable written request from time to time; and
 - 7.1.4. notify the Licensor as soon as it becomes aware of any unauthorised use of the Data, the Materials and/or the CO₂Stored Website.
- 7.2. Each Party warrants that it has full capacity and authority to enter into and to perform its obligations under this Licence Agreement, and that this Licence Agreement is executed by a duly authorised representative of the Licensee.

8. Intellectual Property Rights

- 8.1. The Intellectual Property Rights created, developed, subsisting or used in connection with the Data, the Materials and/or the CO₂Stored Website are owned by the Licensor and The Crown Estate and such Intellectual Property Rights shall remain vested in such party(ies). This does not apply to the Intellectual Property Rights in the Derived Data which shall subsist in and vest the Licensee but such Intellectual Property Rights in the Derived Data may only be exercised subject to the restrictions on use for Data set out in this Licence Agreement. The Licensee acknowledges that it shall have no rights in the Data, the Derived Data, the Materials and/or the CO₂Stored Website other than the rights of use and access in accordance with the terms of this Licence Agreement.
- 8.2. The Licensee shall do and execute or arrange for the doing or executing of each necessary act, document and thing that the Licensor may consider necessary or desirable to perfect the right, title and interest of the Licensor in and to such Intellectual Property Rights.
- 8.3. Such Intellectual Property Rights may not be published or transferred to any other party, whether in whole or in part, without the prior written permission of the owning party(ies).
- 8.4. The Licensee acknowledges that:
 - 8.4.1. the Licensee shall have no rights in or to the Data, the Materials and/or the CO₂Stored Website other than the right to use them in accordance with the express terms of this Licence Agreement;
 - 8.4.2. the Licensor and/or its licensor(s) has or have made and will continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Data, the Materials and the CO₂Stored Website.

9. Indemnity and Liability

- 9.1. Nothing in this Licence Agreement shall limit the liability of any Party for death or personal injury resulting from its negligence (as defined under the Unfair Contract Terms Act 1977) or for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by law.
- 9.2. The Licensee shall indemnify the Licensor against all losses, damages, fines, liability, costs and expenses awarded against or reasonably incurred by the Licensor in connection with any action, complaint or proceeding brought against the Licensor by any third party as a result of damage arising from the Licensee's failure to comply with the conditions of use contained within this Licence Agreement or by any act or omission of the Licensee under or in connection with this Licence Agreement (save to the extent that such claim arises as a result of the breach of a term of this Licence Agreement by the Licensor).
- 9.3. In no event shall either party be liable for:

- 9.3.1. any incidental, consequential damages or losses; or
- 9.3.2. any loss of profits, interruption of business activity, loss of business information, loss of data, loss of contracts or opportunity, reputation and goodwill or other monetary loss, in each case whether any of such losses are direct, indirect, consequential or as a result of any negligence on the part of the Licensor.
- 9.4. The Licensee's use of the Data, the Materials and/or the CO₂Stored Website provided by the Licensor is at the risk of the Licensee. It is the Licensee's responsibility to read any warnings given about the limitations of the Data, the Materials and/or the CO₂Stored Website. If the disk or file on which the Data and/or the Materials is delivered to the Licensee is corrupt or is otherwise unusable then the Licensor will replace it provided that the Licensee contacts the Licensor as soon as reasonably practicable and returns the disk within one month from the date the Data and/or the Materials were received.
- 9.5. The Licensor gives no warranty as to the quality or accuracy of the Data, the Materials and/or the CO₂Stored Website or the medium on which it is provided or its suitability for any use, and the Licensee acknowledges that the Data, the Materials and the CO₂Stored Website are provided on an "as is" basis and that the Licensor provides no warranties that the Data, the Materials and/or the CO₂Stored Website will be uninterrupted or free of minor defects or errors. All implied conditions relating to the quality or suitability of the Data, the Materials and/or the CO₂Stored Website and the medium on which they are provided, and all liabilities arising from the supply of the Data, the Materials and/or access to the CO₂Stored Website (including any liability arising in negligence), are excluded to the fullest extent permitted by law.
- 9.6. The Licensor gives no warranty and accepts no liability for any loss or damage which may be caused by (i) the condition of the disk or file on which the Data and/or the Materials are provided to the Licensee. and (ii) the platform or network on which the CO₂Stored Website is operated. The Licensee shall operate suitable anti-virus software before loading such Data and/or Materials into the Licensee's computer system, or accessing the CO₂Stored Website on the Licensee's computer system.
- 9.7. The Licensee is responsible for ensuring that the form of the information ordered is compatible with the Licensee's computer system and any other data with which the information is to be used. Except if provided otherwise in this Licence Agreement, the Licensor accepts no responsibility for maintenance or technical support.
- 9.8. Nothing in this Licence Agreement shall exclude any liability of the Licensor for (i) death or personal injury arising from the negligence of the Licensor, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability that cannot, as a matter of law, be excluded or limited.
10. **Duration and Termination**
- 10.1. This Licence Agreement is effective from the Licence Start Date and shall remain in force until the Licence End Date, unless terminated earlier in accordance its terms.
- 10.2. The Licensor may terminate this Licence Agreement and the licence at any time if the Licensee commits a material breach of the terms of this Licence Agreement. For the avoidance of doubt, a breach of the conditions of use as set out in Clause 6 of this Licence Agreement is a material breach entitling the Licensor to terminate this Licence Agreement immediately.
- 10.3. The Licensor may terminate this Licence Agreement and the licence immediately on written notice if the Licensee undergoes a change of Control.
- 10.4. The Licensor may terminate this Licence Agreement immediately on written notice if:
 - 10.4.1. the Licensee undergoes any moratorium, arrangement or composition with its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being obtained or entered into by or in relation to the Licensee or any steps being taken to obtain or enter the same or any proceedings being commenced in relation to the Licensee under any law, regulation or procedure relating to the reconstruction or adjustment of debts or the Licensee commencing negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its debts;

- 10.4.2. a petition being presented at court (and not being discharged within twenty days), or a resolution being passed or an order being made for the winding up, bankruptcy or dissolution of the Licensee;
 - 10.4.3. a receiver, manager, administrative receiver or other similar officer taking possession of or being appointed over, or any distress, execution, attachment or other process being levied or enforced (and not being discharged within five days) upon, against or in respect of the whole or any material part of the assets, rights or revenues of the Licensee;
 - 10.4.4. a petition or other form of application is presented or made at court for the making of an administration order or the appointment of an administrator of the Licensee or an administrator of the Licensee is appointed or notice of intention to appoint such an administrator is given or filed at court;
 - 10.4.5. the Licensees ceases or threatens to cease to carry on the whole or a substantial part of its business or if the Licensee is dissolved; or
 - 10.4.6. the Licensee is, or is adjudicated or found to be, insolvent as set out in section 123 of the Insolvency Act 1986 or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due or fails to satisfy any judgment debt in whole or in part within fourteen days.
- 10.5. Either Party may terminate the Licence Agreement for convenience on giving three months' notice in writing.
- 10.6. Upon termination of this Licence Agreement:
- 10.6.1. all rights granted to the Licensee under this Licence Agreement shall cease;
 - 10.6.2. the Licensee shall cease all activity authorised by this Licence Agreement including (without limitation), use of the Data, the Materials and the CO₂Stored Website (except that the Licensee shall remain entitled to use the Derived Data subject to complying with all restrictions and requirements of this Licence Agreement);
 - 10.6.3. return any passwords issued by the Licensor and shall destroy the original and all full or partial copies of the Data (but not Derived Data) and the Materials, including (without limitation) portions merged into other programs, and provide the Licensor with written confirmation of this within seven Working Days of termination; and
- 10.7. Termination or expiry of this Licence Agreement for any reason, whether under this clause 10 or not, shall be without prejudice to the accrued rights of the Parties on the date of such termination or expiry.
- 10.8. Any provision of this Licence Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Licence Agreement shall remain in full force and effect and for the avoidance of doubt, all requirements and obligations relating to Derived Data shall continue in force on and after termination of this Licence Agreement.

11. Confidentiality

- 11.1. The Licensee shall at all times treat the Data and the Materials as confidential information and shall take all necessary and proper security precautions (such precautions being at least equivalent to those it takes to safeguard its own confidential information) to safeguard every part of the Data and the Materials to prevent it from being disclosed or otherwise made available to any third party except as permitted by this Licence Agreement. The Licensee may only disclose the Data and the Materials to those of its employees, officers and professional advisers as is required for the proper performance of its obligations under this Licence Agreement, and in accordance with the terms of this Licence Agreement (provided that before disclosure is made, the Licensee shall have obtained from such employees, officers and professional advisers binding obligations of confidence no less onerous than those set out in this Licence Agreement). The Licensee undertakes to enforce such undertakings and to be responsible for breaches of the undertakings by such persons.

11.2. The terms of this Licence Agreement are confidential and may not be disclosed by the Licensee without the prior written consent of the Licensor.

12. **Freedom of Information**

Where a Party is in receipt of an information request pursuant to the Freedom of Information Act or any analogous legislation, including in respect of any confidential information (or any other information) relating to this Licence Agreement (a "**Request**"), it shall make an analysis as to whether the confidential information or other information requested is capable of benefiting from an exemption and shall consult with any relevant Parties for that purpose. The Party subject to the Request shall immediately notify the disclosing Party and, in any event, prior to any disclosure being made, to enable the disclosing Party to make representations to the Party subject to the Request. The Party subject to the Request will take into consideration any such representations when considering what its obligations are to disclose and the exemptions from disclosure under the relevant legislation. If the information is capable of benefiting from an exemption from disclosure, the Party the subject of the Request shall not disclose it. The Party subject to the Request shall have no liability to any other Party in respect of any disclosure it is legally required to make following a Request, provided that the Party on receipt of the Request shall comply with the provisions of this Clause 12.

13. **General**

13.1. This Licence Agreement contains the whole agreement between the Parties in respect of its subject matter and supersedes and replaces any prior agreements, representations, warranties, statements or understandings (in each case, whether written or oral) between them relating to such subject matter.

13.2. Each Party confirms that it has not relied upon (and shall have no remedy in respect of) any agreement, warranty, statement, representation or understanding made by any party (whether or not a party to this agreement) unless expressly set out in this Licence Agreement.

13.3. If any court or competent authority finds that any provision of this Licence Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence Agreement shall not be affected.

13.4. If any invalid, unenforceable or illegal provision of this Licence Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to the greatest extent possible, achieves the parties' original commercial intention.

13.5. No failure or delay by a Party to exercise any right or remedy provided under this Licence Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.6. Except as otherwise expressly provided in this Licence Agreement, each of the remedies provided under this Licence Agreement are cumulative and are in addition to any remedies that may be available at law.

13.7. This Licence Agreement may be executed in any number of counterparts which together shall constitute one Licence Agreement. Each Party may enter into this Licence Agreement by executing a counterpart and this Licence Agreement shall not take effect until it has been executed by both Parties.

13.8. Any variation to this Licence Agreement shall only be valid if it is in writing and signed on behalf of both Parties.

13.9. Any notice required to be given under this Licence Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier to the address set out for each Party on the first page of this Licence Agreement for the Licensor and as provided within the online application procedure by the Licensee.

13.10. Save for as expressly set out in this Licence Agreement, including (without limitation) the rights of

the owners of any Intellectual Property Rights supplied by the Licensor, no third party shall acquire any rights under this Licence Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

14. Governing Laws

This Licence Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with English law, and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

DIGITAL DATA LICENCE SCHEDULE

SPECIAL CONDITIONS

1. This Licence Agreement covers the use of the Data and the CO₂Stored Website and the Material, by users employed or under the direct control of and/or a student registered with the Licensee and permits sub-licensing to third parties solely to enable third parties to provide services to the Licensee. In relation to the provision of the Data and the CO₂Stored Website and the Material to a student registered with the Licensee, the Licensee must (a) ensure that the student is made aware of the terms of this Licence Agreement and its restrictions and (b) that the student provides a written undertaking to the Licensee use the Data and the CO₂Stored Website and the Material in accordance with the terms of this Licence Agreement and (c) on the basis that the Licensee shall remain liable for all acts and omissions of any student who accesses Data and the CO₂Stored Website and the Material (and the provisions of Clause 10 of the Licence Agreement shall apply accordingly in relation to the acts and omissions of such a student).
2. The Licensee shall have full access to the Data excluding permission to download any or all of the Data. However, requests to download data may be made to the Licensor and will be dealt with on a case by case basis and will be subject to the Licensor's written permission.
3. Where the Licensee sub-licenses to a third party to provide services to the Licensee as set out in Condition 1:
 - a. the Licensee shall be liable for all acts and omissions of any sub-licensee and shall indemnify the Licensor against all costs, expenses, claims, loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of any sub-licensee.
 - b. the third party shall give a written undertaking to the Licensee on conditions, no less onerous than this Licence Agreement but without any rights to disclose to further third parties or sub-licence third parties or provide any access to any third party to the Data, the CO₂Stored Website, the Materials and the Derived Data and the Licensee shall provide the Licensor with a copy of those written undertakings on request;
4. In addition, the Licensee may share Data with a third party if such third party has a licence with the Licensor for the Data and the Licensee has received written confirmation from the Licensor, that based on the information provided by the Licensee, that the proposed disclosure (including its scope and purpose) is within the scope and purpose of that third party's licence for the Data. It is the Licensee's responsibility to ensure that the disclosure of Data remains within the scope, purpose and duration of the third party's licence for the Data and the Licensee (or its Affiliate) shall be liable for all acts and omissions of that third party and shall indemnify the Licensor against all costs, expenses, claims, loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable, (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of any act or omission of such third party or where the Licensee has not ensured that the disclosure of the data and its use has remained within the scope, purpose and duration of that third party's licence from the Licensor. In any case, such disclosure is subject to the following conditions (except if an appropriate written licence or other specific written consent from the Licensor is obtained):
 - a. the disclosure is not made solely or predominantly as the sale or supply of the Data for money or money's worth or as part of the supply of goods and/or services solely for or predominantly for money or money's worth where supply of goods and/or services incorporate the supply of the Data;
 - b. such provision of Data or Derived Data could not be considered to compete with

or adversely affect the provision of the Hosting Services; and

- c. such provision of Data or Derived Data is not or could not be considered to be the provision of reseller services or bureau services;
5. In the case of any downloaded Data (where written consent has been provided, subject to any other additional conditions as may be provided with such consent) or Derived Data, the following conditions apply:
 - a. Downloaded material or Derived Data may be reproduced in the form of:
 1. Analogue (paper/hardcopy); and/or
 2. In any non-queryable electronic format (e.g. within an appropriately secured .PDF document) from which it is not possible to:
 - a. reverse-engineer back to, or to decompile, the Data; and/or (ii) print or download the reproduced extracts independently from the document; and/or
 - b. print or download the reproduced extracts independently from the document.
 - b. the download or the provision of Data or Derived Data by the Licensee does not exceed reproduction of either 10% of the contents of the Data as a whole or of 10% of the Storage Units as a whole and for the avoidance of doubt the limits set out in this Special Condition 3 (ii) apply to the totality of Data downloaded whether in one transaction, download or disclosure or series of transactions, downloads or disclosures under this Licence Agreement;
6. Any reproduction on a commercial basis is not permitted under this Licence Agreement and will require separate arrangements to be agreed in writing with the Licensor.
7. In the case of any Publication, the Licensee may incorporate extracts of Data not exceeding a maximum of one half page of A4 in not less than 12 point text size in the entire publication. Publication of Data or Derived Data in excess of the limit above will require the prior written consent of the Licensor. The Licensor will consider whether such Publication (bearing in mind other publications made by the Licensee, the Licensor, its licensors or other third parties) will impact on the overall commercial viability of the CO₂Stored Website and Data.
8. Any reproductions of both Data and Derived Data authorised under these Special Conditions, including Publication, shall be accompanied by the following statement (or such other similar statement the Licensor may require by guaranteeing no less than ten Working Days notice of any statement or at the point of consent for Publications):

Derived from the data supplied under Licence by British Geological Survey. ©UKRI & The Crown Estate. All rights reserved.

SCHEDULE 2

Licence type:	DIGITAL DATA LICENCE
Licence Start Date:	The date on which you click to accept these terms and conditions.
Licence End Date:	31 March 2023.
Purpose:	means for the purpose of academic teaching and academic research by the Licensee.
Excluded Purposes:	means any commercial activity (including but not limited to research on a commercial basis or commissioned by a third party for that third party or consultancy services) or the provision of bureau services involving the Data, the CO ₂ Stored Website and/or the Material or any other activity not expressly included in the Purpose.

FEES PAYABLE

The Administration Fee of £1 excluding any applicable taxes is payable as monetary consideration, receipt of which is acknowledged.

ACCESS

Access to the CO₂Stored Website will be made by the provision of a number of user IDs and passwords (“**Access Credentials**”) for each individual user the Licensee requires and which shall be provided by the Licensor. The Licensee shall be responsible for providing such information about the users to enable the Licensor to provide Access Credentials for each user. The Access Credentials shall constitute the confidential information of the Licensor and the Licensee shall take all care to safeguard such Access Credentials. The Licensee shall notify the Licensor when any employee or subcontractor or student registered with the Licensee or other third party (who has been provided with access to the CO₂Stored Website (and the Data and the Materials) through the provision of Access Credentials by the Licensee) is due to leave the employment of the Licensee or ends its assignment or (in the case of a student registered with the Licensee, is no longer registered with the Licensee as a student) or the reason for the access of the CO₂Stored Website (and the Data and the Materials) (as the case may be) by giving no less than five Working Days’ notice to the Licensor of the forthcoming termination of employment or end of assignment or end of registration of a student or end of need for access (or in the event that the Licensee has less notice, as soon as reasonably practicable and no greater than 5 Working Days after such termination or exit event as applies).

USER SUPPORT

Geoscience – the Licensor shall provide an initial response to relevant geosciences enquiries within seven Working Days. The response will be in the form of an email which, where necessary, shall provide the Licensee with guidance to other sites and information.

IT – The Licensor shall respond within one Working Day of the enquiry being made. The Licensee’s attention is drawn to Clause 9.7 above.

