

## Product Development and Testing Licence

- Is **free of charge**.
- Lets you use selected IC-ENC S-1XX data sets (known within this licence as “THE DATA”) for **12 months only** from the first initial download of THE DATA, unless we tell you, or you and we agree, something else. For the avoidance of doubt this Licence will automatically end after the 12-month licence period has elapsed.
- Includes both this page and the small print below. Please read all terms before accessing any of THE DATA so that you understand this Licence and what we agree you can and cannot do with THE DATA
- Lets you do any of the things we list below. **So, you can:**

✓	Evaluate THE DATA to see if what we are offering is what you need.
✓	Use THE DATA to research and develop your ideas and propositions. It does not matter if you are not sure yet how THE DATA might help you. For example, you may want to assess it for a potential commercial opportunity or see what potential benefits and value it could bring to you, helping you build your case for licensing THE DATA for use in your business or organisation. Note these research and development rights are subject to the provisions below regarding live trials or tests
✓	Display THE DATA or create working prototypes using THE DATA to demonstrate and promote on your own equipment how your ideas or propositions for using THE DATA would work, which is ideal if you are talking to potential customers, agents, investors, or other financial backers. With our prior agreement, you can also provide prototypes for a short time to any of these people on equivalent terms to this Licence solely to help them to make a better assessment of your idea or proposition. We will work with you to enable this to happen, where possible.
✓	Use THE DATA in live trials or tests within your business or organisation for up to 3 months in your 12-month licence period.
✓	Use small extracts of THE DATA (or data created from it under another licence) in time-bound events that promote collaboration and innovation, to provide better insight into specific uses or develop ideas or answer particular questions, for example, as part of competitions.
✓	Publish small extracts of THE DATA to promote your use of THE DATA in articles and at events that intend to share or widen knowledge (such as academic papers, trade journals or industry conferences).
✓	Work with third parties in order to develop and test your products, whilst at all times remaining responsible for ensuring third parties comply with all of the terms of the licence. An accurate record of any third party involved with product development and testing must be kept and provided to IC-ENC upon request.

### In return, we ask you to:

!	Provide us with information about you and/or your company or organisation as requested when you register to access THE DATA so that we know who we are licensing and what you are wanting to do.
!	Acknowledge that you are using THE DATA and that you are doing so in the right way. Please note this does not mean you can use IC-ENC branding or trademarks or anything that can be confused with them.
!	Make sure any prototypes you provide or any of THE DATA you provide (or data created from it under another licence) is showing the notice ' <b>Not to be used for Navigation</b> ' and is returned to you or destroyed within 7 days of the end of the assessment or event. Tell us in advance if doing this might disrupt your longer-term plans and we can discuss appropriate licensing.
!	Take sensible measures to make sure all of THE DATA supplied to you is secure from any unauthorised use or access.
!	Sign this document to confirm your acceptance of this Product Development and Testing Licence

### Under this Licence you must not do the following:

X	Unless we expressly permit you to do so above, make any of THE DATA available to third parties or create any products or services which have benefitted from, relied on, or made any use THE DATA (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing, or performing searches, look ups or enquiries using THE DATA). You agree that, if you want to make THE DATA available in this way, you will tell us and will not proceed until we agree the basis on which that can happen.
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## The Small Print

### 1 Parties

This Licence is between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland acting by the United Kingdom Hydrographic Office, in its capacity as operator of the International Centre for ENC's (hereinafter called "IC-ENC"), (**we/us/our/UKHO**) and the person or organisation who downloads THE DATA (**you/your**). Our address is The International Centre for ENC's, The United Kingdom Hydrographic Office, Admiralty Way, TAUNTON, Somerset, TA1 2DN. You and we are each a **party** and together the **parties**.

### 2 Licence

Subject to the restrictions referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use THE DATA for **12 months from** the download of THE DATA for the permitted purposes described in the table above.

By downloading THE DATA, you agree to be bound by these terms and conditions. These terms and conditions form the licence between you and us (**Licence**). This Licence commences with effect from the date you first request access to THE DATA.

### 3 Intellectual Property Rights

We and/or our suppliers (including the Crown) own all the intellectual property rights in THE DATA. All rights not expressly granted are reserved to IC-ENC and its licensors.

### 4 Feedback

At our request, you will give us reasonable details about your intended use of THE DATA under this Licence by whatever means we might reasonably request.

### 5 No Warranty

It is your responsibility to ensure that THE DATA you request is what you need. THE DATA is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms, and undertakings express or implied statutory or otherwise in respect of THE DATA are hereby excluded to the fullest extent permitted by law.

### 6 Liabilities

There is nothing in this Licence that excludes or limits your liability for an infringement or breach of the intellectual property rights in THE DATA.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.

Subject to the above, neither party shall be liable to the other for indirect, special, or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use of, or lack of performance of THE DATA.

### 7 Termination

Either party may terminate this Licence with immediate effect. Termination or expiry of this Licence shall not affect either party's accrued rights or remedies. On the termination of this licence, you shall (except in respect of any THE DATA for which at the time of termination or expiry, you have an appropriate licence):

- immediately cease using THE DATA
- destroy (or at our option return) all THE DATA under this Licence that you hold or for which you are responsible including any of THE DATA that is embedded into any other material and provide written confirmation that you have done so at our request.
- make sure anyone else you have supplied THE DATA to under this Licence also adheres to these conditions.

Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

### 8 Data protection and privacy

You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation:

- any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018*;
- unless and until the *General Data Protection Regulation ((EU) 2016/679)* (the **GDPR**) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation, as amended or updated from time to time, in the UK; and
- any successor legislation to the *Data Protection Act 2018* and/or the GDPR.

We shall comply with the terms of our privacy policy available at: [insert privacy policy]

### 9 Confidentiality

Neither party shall disclose to any person (either during the term of this Licence or after), any confidential information belonging to the other party which is in its possession as a result of this Licence unless with the consent of the other party or due to a legal, governmental, or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004*, and you will provide such assistance, without charge, as we shall reasonably request to assist us in complying with these statutes.

### 8 Other General Provisions

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

We may change any part of this Licence, including the availability of THE DATA, at any time with immediate effect. If you continue to access THE DATA after any such change is made, you shall be deemed to have accepted the modified terms. If you do not wish to accept the modified terms, you must terminate this Agreement by giving us written notice. It is therefore recommended that you regularly review this Licence so that you are aware of the latest terms.

Any notice under this Licence shall be affected when given to your registered e-mail address.

You shall not assign, transfer, or novate rights and obligations under this Licence. We shall be entitled to assign, transfer, or novate the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

This Licence is governed by English law and both parties agree to the exclusive jurisdiction of the English courts.

A person who is not a party to this Licence has no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.



Signed on behalf of IC-ENC by:

Signed on behalf of the Licensee by:

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[INSERT TITLE]

[INSERT TITLE]

Date.....

Date.....