



DATA SUPPLY AGREEMENT TERMS AND CONDITIONS

This document, in conjunction with the Data Supply Agreement Schedule, forms the Data Supply Agreement. For the purposes of this agreement the following definitions apply:

The supplier is Derbyshire Wildlife Trust.

The client is the department, organisation or individual to which the data is supplied, as named in the Schedule.

The dataset is defined as the entirety of the information supplied by the supplier to the client, as described in the Schedule. This may comprise of mapping, numerical and/or textual data, supplied in paper or digital form.

The Schedule is a separate document that summarises the data supplier and the purposes for which the data can be used.

1. General Terms

- 1.1 Governing Law: This agreement is subject to the jurisdiction of the English Courts.
- 1.2 *This dataset is a proprietary product of the Derbyshire Wildlife Trust and thus protected by Copyright law. The Trust reserves all rights of ownership in the dataset, together with all other intellectual property rights, including copyright, and nothing shall be construed as assigning any rights in copyright or other intellectual property in the data to the client.*
- 1.3 This agreement replaces all written and oral communication between supplier and client regarding the dataset.
- 1.4 *In consideration of the fee paid, as set out in the schedule, the supplier grants the client a non-exclusive, non-transferable, single site licence (unless otherwise indicated) to use the dataset in the clients organisation.*
- 1.5 *The client shall pay the fee as set out in the schedule on the date(s) set out in the schedule.*
- 1.6 It is the responsibility of the client to obtain a current Ordnance Survey digital licence and OS map layers to which the data can be related (if appropriate), and to ensure that their use of the maps and of the supplier's data complies with all relevant legal requirements.
- 1.7 *The data provided is the best available to the supplier at the time of the agreement. However, the supplier does not guarantee the accuracy of this data, and has no responsibility for determining its fitness for its intended use by the client. The supplier cannot be held accountable for any loss, damage, injury to the client or any third party, or any other occurrence arising from the use of the data or otherwise out of this licence. The client shall*



indemnify the supplier in respect of all actions, liabilities, damages, costs, claims, expenses and demands arising there from.

- 1.8 Should any of the provisions in this agreement be ruled invalid under any law or Act of Parliament, they shall be deemed modified or omitted only to the extent necessary to render them valid and the remainder of the agreement shall be upheld.
- 1.9 The client agrees not to assign, transfer, charge or part with any of its rights or obligations under this agreement nor grant a sub-license.
- 1.10 The supplier retains the right to be recognised as the author of the data.
- 1.11 The supplier does not warrant that the data is or will be valid, or that its use is not or will not be an infringement of the rights of any third party.

2. The Client May

- 2.1 **Use this dataset only for the purposes expressly agreed, as described in the Schedule.**
- 2.2 Use this dataset only within the site and/or department identified in the Schedule.
- 2.3 Make full or partial copies of the dataset for back-up purposes only, provided such copies are clearly labelled with the supplier's copyright notice (© The Derbyshire Wildlife Trust 2020).
- 2.4 Produce paper maps or extracts from the data for internal use (i.e. use by the client or employees of the client organisation) for the purposes identified in the Schedule, provided such documents are labelled with the supplier's copyright notice, as set out in clause 2.3.
- 2.5 Manipulate the original data, for example by combining it with other data in a Geographic Information System or by map overlay, to generate a derived product. All manipulated information will remain subject to this agreement.

3. The Client May Not

- 3.1 **Transfer, assign, rent, lease, sell, give or otherwise dispose of all or part of the original dataset to other organisations, departments or individuals except as stated in this agreement.**
- 3.2 Produce paper maps, extracts or derived products from the data for external use (i.e. use by anyone other than the client or employees of the client organisation), unless stated in the Schedule or with our prior written agreement. Where permission is given, the client must include the supplier's copyright notice, as set out in clause 2.3.



Derbyshire Wildlife Trust

Sandy Hill, Main Street,
Middleton, Matlock, DE4 4LR

T 01773 881188

E enquiries@derbyshirewt.co.uk

 @derbyswildlife

 Derbyshire Wildlife Trust

Derbyshire Wildlife Trust Limited is a company registered in England and Wales with company number 715675
Registered charity number 222212
VAT registration number 509 4825 32

- 3.3 Release a publication, product or tradeable commodity based in whole or in part on data provided by the supplier, unless you have obtained our prior written agreement, and have paid any royalties due. Where permission is given, the client must acknowledge the source of the information, and (where any part of the dataset is reproduced) include the supplier's copyright notice.
- 3.4 Make full or partial copies of the dataset other than for back-up purposes.
- 3.5 Reproduce, distribute or alter any documentation except as stated in the Schedule.
- 3.6 Export or re-export the dataset without the appropriate United Kingdom or foreign government licence.

4. The Client Must

- 4.1 **Read the description and understand the nature of the dataset, as given in the Schedule.**
- 4.2 Take responsibility for installing the dataset onto its computer system(s). The onus for virus detection and elimination rests with the client.
- 4.3 Provide and maintain the software necessary to use the dataset.
- 4.4 Ensure that proper precautions are followed to secure back-up copies of the dataset.
- 4.5 Take responsibility for the validity of the results produced by the dataset, unless we agree in writing that these results are affected by an error in the dataset. This is subject to the limitations of our liability stated elsewhere in this agreement.
- 4.6 Take reasonable precautions to ensure that employees of the client using the data keep it confidential and will not use the same for their own purposes or for the purpose of any third party.

5. Term

- 5.1 The license will be granted for the period set out in the schedule subject to the clauses below.
- 5.2 *The client may terminate this agreement at any time by returning it to the supplier together with the original magnetic media, paper copies and user documentation of the dataset. However the full fee will continue to apply.*



Derbyshire Wildlife Trust

Sandy Hill, Main Street,
Middleton, Matlock, DE4 4LR

T 01773 881188

E enquiries@derbyshirewt.co.uk

 @derbyswildlife

 Derbyshire Wildlife Trust

Derbyshire Wildlife Trust Limited is a company registered
in England and Wales with company number 715675
Registered charity number 222212
VAT registration number 509 4825 32

- 5.3 This agreement will terminate if the client fails to comply with any term or condition of this agreement, including the obligation to pay the fee. In the case of a breach capable of remedy (as deemed by the supplier), failure of the client to remedy the breach within 30 days' notice from the supplier will result in termination. In the case of a breach deemed by the supplier to incapable of remedy, termination will be immediate. Such termination shall be in addition to and not in lieu of any other legal remedies available to the supplier.
- 5.4 This agreement will terminate in the event of the winding up, insolvency, receivership or other creditors composition of the client. Such termination shall be in addition to and not in lieu of any other legal remedies available to the supplier.
- 5.5 In the event of any termination, including the end of the period of this agreement, the client must destroy all full or partial copies of the dataset resident on its computer system(s) or in any papers, documents or other backup (unless agreed in advance between the parties in writing) and provide the supplier with a written certificate of such destruction.