



The Fire Service College Licence to reproduce Crown copyright Material

Licence number:

Date:

Parties:

- (1) **The Fire Service College** of Moreton-in-Marsh, Gloucestershire GL56 0RH ('the Licensor')
- (2) of ('The Licensee')

Introduction

- (1) Copyright material produced by officers or servants of the Crown in the course of their duties is protected by Crown copyright in accordance with the Copyright, Designs and Patents Act 1988. The Crown also owns copyrights in works which are assigned to the Crown.
- (2) Her Majesty The Queen also owns the database rights in Crown-produced databases under the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032).
- (3) The Controller of Her Majesty's Stationery Office, as Queen's Printer of Acts of Parliament and Queen's Printer for Scotland, has been appointed by Her Majesty the Queen to control and administer Crown-owned copyrights and Crown database rights on Her behalf.
- (4) The Controller of HMSO has licensed The FSC to licence the re-use of the Material (defined in clause 1)
- (5) This Licence applies only to Crown owned copyright and database material produced by or for the F

1 Definitions and interpretation

In this Licence, the terms below have the following meanings:

'Confidential Information'	Information disclosed by the FSC, whether orally or in writing, that (i) is designated as being confidential or (ii) by its nature would normally be regarded as confidential, even if not designated as such.
'End Users'	Users and subscribers to whom you, the Licensee, grant access to electronic versions of the Material
'End-User Licence'	A document which sets out how End-Users may access the content of electronic versions of the Material.
'FSC'	The Fire Service College
'Intellectual Property'	Inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology.
'Intellectual Property Rights'	Any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
'Licence'	This Licence including the Schedules
'Material'	The information detailed at Schedule A the ownership of which is owned by the Crown.
'Our, us and we'	The Fire Service College
'Permitted use'	The terms under which you are permitted to re-use the Material, as given at Schedule A.

'Products'	The Goods and the Services as defined in schedule A (1).
'Standards'	The standards and specifications set out in Schedule A (2).
'Start Date'	The start date as given in Schedule A, is the date of the final signature.
'Term'	The term of this Licence as given at Schedule A
'Territory'	Where the use of Material is permitted i.e. Brochure, website etc, as given at Schedule A.
'You, your'	The Licensee named in the Licence and/or Schedule A.

2 Grant of licence

- 2.1 We are granting you the non-exclusive, non-transferable rights to use the Material in the products for the permitted uses throughout the territory for the term.
- 2.2 Nothing in this agreement restricts in any way our right to exploit, develop or use the Material or to grant others licences to do so.

3 Your obligations

You have the following obligations under this Licence:

- 3.1 To comply with the Standards and procedures specified by us in Schedules A, B and C.
- 3.2 To identify the source of the Material as set out in Schedule A.
- 3.3 To feature the copyright statement as set out in Schedule A.
- 3.4 To ensure that in using the material you abide by the terms of the Data Protection Act 1998.
- 3.5 To inform us in writing or by email, of any change to your name, address or any other details relevant to this licence.
- 3.6 You may not use the Material for any other purpose other than specified in Schedule A without prior written approval from the FSC.
- 3.7 You may not develop, alter or amend the Material, nor amalgamate it into any Product, except with the prior written approval of the FSC.

- 3.8 To provide us with one complimentary copy of your product.
- 3.9 To cease to use or publish the licensed Material immediately should we inform you that it is out of date.
- 3.10 You shall use adequate technological and security measures, including measures that we may suggest from time to time, to ensure that all Material you hold, or are responsible for holding, is secure from unauthorised use or access and is only used in accordance with the terms of this Licence.
- 3.10.1 You shall comply immediately with any reasonable instruction given by us in relation to the manufacturing, use and supply of the Products under this Licence.
- 3.11 **Specific to Electronic Licenses**
- 3.11.1 Where your Products are being made available in electronic or digital form, you will provide us with an End User Licence that allows us to access and download the Product via our computer systems.
- 3.11.2 To send to us a copy of your standard End-user Licence.
- 3.11.3 If this Licence allows you to make Material available to End-Users, you will not do so until we have, in our absolute discretion, provided its written approval of your proposed End-User Licence.
- 3.12 **You shall not:**
- 3.12.1 Assign or grant sub-licences of the licence granted under this Licence or any part of that licence.
- 3.12.3 Use any Material for the principal purpose of advertising or promoting a particular product or service, or in a way that could imply endorsement by us or any government department, or in a manner that is likely to mislead anyone.

4 Intellectual property rights

- 4.1 You shall immediately give notice in writing to us if you become aware of any:
- 4.1.1 Infringement or suspected infringement of any of our Rights; or
- 4.1.2 Claims made or threatened that the Material, or your use of the Material, infringes the rights of any third party.

- 4.2 In the case of any infringement, or suspected infringement, by any third party of the FSC's Rights:
- 4.2.1 We will at our sole discretion decide what action, if any, to take;
 - 4.2.2 We will have sole control over, and conduct of, all claims and proceedings;
 - 4.2.3 You shall provide us with all assistance that may be reasonably required in the conduct of any claims or proceedings; and
 - 4.2.4 We shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for our own account.
- 4.3 The FSC gives no warranties that the exercise by you of rights granted under this Licence will not infringe the rights of any third party. We will not be responsible for any costs, damages or expenses arising out of proceedings brought against you or any of your customers for infringement of the rights of any third party.

5 Liability of the parties

- 5.1 You shall be liable for, and shall indemnify the FSC against, any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the FSC, whether direct or consequential (including without limitation any economic loss or other loss of profits, business or goodwill), arising out of any dispute or contractual, tortious or other claim or proceeding brought against the FSC by reason of the use by you of Material, the production, use or sale of any Products, or any use by you of the FSC Rights.
- 5.2 Nothing in this Licence excludes or restricts either party's liability for any of the following (i) death or personal injury resulting from negligence, (ii) fraud, (iii) breach of any condition or warranty regarding title to any goods, or (iv) any liability of the FSC under Part 1 of the Consumer Protection Act 1987.

6 Confidentiality

- 6.1 You shall, during the term of this Licence and after its termination:
- 6.1.1 Keep secret and confidential the terms of this Licence
 - 6.1.2 Keep secret and confidential all information disclosed by the FSC

6.1.3 Use Confidential Information exclusively for the purposes of this Licence and disclose it only to those of its employees to whom, and to the extent that, such disclosure is reasonably necessary for the purposes of this Licence and ensure that any disclosure is made under obligations of confidence at least equivalent to the obligations imposed on you under this Licence.

6.2 At any given time, your obligations under this clause 6.1 and 6.2 do not apply to parts of the Confidential Information to the extent that you can prove that:

6.2.1 you have acquired the information otherwise than as a result or consequence of the FSC's disclosure of the Confidential Information or your relationship with the FSC, and in either case you are entitled to use it; or

6.2.2 The Confidential Information has ceased to be confidential otherwise than as a result or consequence of a breach of this Licence by you.

7 Term

This Licence commences when it has been signed on behalf of both parties. It continues for the Term given in Schedule A unless and until it is terminated by either party in accordance with this Licence.

8 Termination of Licence

8.1 By Us

We have the right to terminate this Licence forthwith if you;

- Fail to pay any money by the date provided for under this Licence.
- Have breached it in any other material way provided that we have given you sufficient details of the breach and a specified notice period to remedy that breach.
- At any time if you are wound up, declared bankrupt, placed in the hands of receivers or creditors or otherwise stop operating.

8.2 By you

- You have the right to end this licence at any time by giving 28 days notice to us in writing or by email.

9 Consequence of termination of Licence

9.1 Upon termination or expiry of this Licence, all rights granted to you under this Licence will cease.

- 9.2 Upon termination or expiry of this licence for any reason, you shall deliver up to the FSC, or destroy, all Material or Products in your possession or control
- 9.3 The following provisions of this Licence will continue to apply even after it has come to an end: 4, 5, 6, 9, 10 and 12. This applies whether this Licence expires or is terminated by either party.

10 Assignment

- 10.1 This licence may **NOT** be assigned to any other party.

11. Disclaimer

- 11.1 Your use of the Material is entirely at your own risk. The FSC makes no warranty, representation or guarantee that the Material will be error free.
- 11.2 The FSC is not liable for any indirect or consequential loss incurred by you in connection with the Material.

12 Law and Jurisdiction

- 12.1 This licence is subject to English law and the courts of England and Wales will have exclusive jurisdiction in respect of any dispute arising out of or in connection with this Licence.

SIGNED for and on behalf of
The Fire Service College

By

Signature

Date

SIGNED for and on behalf of

By

Signature

Title

Date

Schedule A

Licence number:

Start Date: (Date of final signature)

Licensee's name and address

1 Material

[Insert description of the Material].

2 Standards

A complete set of standards for re-use are included in the example Licence available on the College website.

You the Licensee should acknowledge origin and copyright of material, “© *Crown copyright material is reproduced with the permission of the Fire Service College, England under delegated authority from the controller of Her Majesty's Stationery Office*”

You must reproduce the Material accurately from the source Material provided by the FSC.

The Licence for re-use is limited to the Licensee only. The Licensee must refer all requests for re-use by a 3rd party to The Fire Service College.

3 Term

The Term of the licence is [12 months/36 months/Single Use].

4 Territory

The Territory applicable to this licence is [UK][the European Union][the world].

5 The permitted use

5.1 You, the Licensee, may [delete as applicable]:

5.1.1 Use the Material for the purposes of training your employees.

5.1.2 Use the Material for the purposes of training the following third parties: [].

5.1.3 Publish the Material for internal use within your organisation other than in conjunction with the provision of training services.

5.1.4 Reproduce, publish and sell the Material in the English language as part of your products.

5.1.5 Reproduce the Material on your intranet.

5.1.6 Publish the Material on the Internet

- 5.1.7 Broadcast Material (on a station or network)
- 5.1.8 Translate Material from the language into any other language. (If you wish to use a translated version of the Material, you may request from us an indication of the cost of procuring a translation from the translators of the Department for Communities and Local Government.)
- 5.1.9 Convert the Material to Braille and to other formats for people who are visually impaired.
- 5.1.10 Sublicense End-Users to use the Material as part of an electronic Product.

6. Payment Details

- 6.1 The Licence fee is [£.....]. Payment of £..... is due within 30 days of receipt of invoice.
Or [for all other fees and Royalties] Details of fees and payments as set out in Schedule B.
- 6.2 We will send you an invoice for the amount that you are due to pay to us. You shall pay all invoices in pounds sterling.
- 6.3 You must pay all invoices within 30 days after the invoice date ('the due date'). Make your cheques payable to The Fire Service College and send them to;

The Finance Department
The Fire Service College
Moreton-in-Marsh
Gloucestershire. GL56 ORH.
- 6.4 We have the right to charge interest on any amounts that are not paid within the 30 days at a rate of 2% a month above the minimum-lending rate.
- 6.5 All payments will be subject to VAT at the appropriate rate.

Schedule B

[This Schedule should be included in the licence agreement where it is intended that the Licensee will pay royalties or periodic fees to the FSC in respect of the Material. If this Schedule does not provide for the type of payment arrangements envisaged by the parties, please seek specific advice.]

1 Definitions and interpretation

In this Schedule, unless the context otherwise requires, the following expressions have the following meanings:

'Due Date'	The date that payment is due to the FSC, usually by the 30 th day after the end date of each quarter.
'Interest Rate'	The statutory rate of interest from time to time, as specified under the Late Payment of Commercial Debt (Interest) Act 1998.
'Quarter'	Each three-month period during the Term ending on 31 March, 30 June, 30 September and 31 December. All information/fees will be due on these dates, irrespective of licence commencement and expiry dates, up until such point that the Licence is terminated.
'Sales Income'	The money you receive from sale or supply of your Product (not including VAT).

2 Royalties (Delete as applicable)

- 2.1 You shall, on the Start Date, pay to the FSC the sum of [£] as an advance against royalties due under clause 2.2 of this schedule.

2.2 You shall, during the Term, pay the FSC a royalty of 10% of the proportion of the Sales Income of Products sold or otherwise supplied or disposed of that is attributable to the Material. The FSC will determine the proportion of the Sales Income of Products sold or otherwise supplied or disposed of that is attributable to the Material.

3 Fixed fees (Delete as applicable)

3.1 You shall, on the Start Date, pay to the FSC the fixed fee of [£].

3.2 You shall, during the Term, pay the FSC a fixed fee of [£] per [month/Quarter/year].

4 Material charges

4.1 In addition to any amounts set out in paragraph [2 or 3] of this Schedule, you shall pay to the FSC the FSC's charges in respect of the FSC's costs of producing and distributing the Material.

5 Reports and accounting

Accounting periods

5.1 The first accounting period will run from the start date until [.....] (inclusive). After that, the accounting periods will be [quarterly/annually] from [.....] to [.....], the end of the Licence agreement. (Inclusive)

5.2 Within 30 days of the end of each Quarter ('the Due Date'), you shall supply to the FSC a detailed statement describing:

5.2.1 The number of products sold or otherwise supplied, disposed of or made available by you in respect of that Quarter;

5.2.2 Your revenue arising from the sale or other supply, disposal or making available of the Material in respect of that Quarter;

5.2.3 The quantity of Products for which royalties are payable in respect of that Quarter;

5.2.4 The total royalties due to the FSC in respect of that Quarter.

5.3 We or our representative may, upon giving reasonable notice, inspect your records and books for sales income for royalties due to us. We shall give you reasonable notice, either in writing or by email, of our wish to inspect your accounts and the inspection will take place during normal business hours. We are entitled to take copies of your records and books of account.

- 5.4 Where the FSC, or its representatives, detect that your calculation of royalties due under this agreement is inaccurate by 4% or more, you shall reimburse the costs of the FSC, and the FSC's representatives, associated with their inspection of your records and books of account.
- 5.5 You shall comply with any measures stipulated in writing by the FSC as a result of any inspection of your records or books of account by the FSC or the FSC's representatives.

6 Payment

- 6.1 We will send you invoices for the amounts that you are due to pay to us.
- 6.2 You must pay all invoices within 30 days after the invoice date ("the Due Date"). Make your cheques payable to The Fire Service College and send them to;
- The Finance Department
The Fire Service College
Moreton-in-Marsh
Gloucestershire. GL56 0RH.
- 6.3 We have the right to charge interest on any amounts that are not paid within the 30 days at a rate of 2% a month above the minimum-lending rate.
- 6.4 You shall pay all invoices in Pounds Sterling.
- 6.5 All payments will be made subject to VAT at the appropriate rate.

Schedule C

[This Schedule C must be included in the licence agreement where the Licensee is provided with packaged Material. If there is any doubt as to whether this Schedule C should be included, please seek specific advice.]

1 Cancellation of this Licence by the Licensee

- 1.1 You may cancel this Licence at any time up to the end of the seventh working day from the date you receive the Material. You do not need to give any reason for cancelling this Licence under this Schedule, nor will you have to pay any penalty for cancelling this Licence under this Schedule.
- 1.2 To cancel this contract under this Schedule you must notify the FSC in writing.
- 1.3 If you receive the Material, either before or after you cancel this Licence, you shall send the Material back to the FSC at your cost and risk as soon as reasonably possible.
- 1.5 Once you have notified the FSC that you wish to cancel this agreement, if the Material is returned by you and received by the FSC in the condition in which it was delivered to you, we shall return to you any sum paid by you to us, as soon as is reasonably possible, and in any event within 30 days of the cancellation of your order. If you do not return the Material to the FSC, or you do not pay the cost of returning the Material to the FSC, we will be entitled to deduct the direct costs of recovering the goods from the amount to be returned to you.