



DIGITAL 10S

This form is for Licensees who have licensed LPS / Rivers Agency Jointly Branded products.



Land & Property Services
Seirbhísi Talún agus Maoine

THIRD PARTY ASSISTANCE LICENCE TO \*TEMPORARILY TRANSFER LAND & PROPERTY SERVICES (LPS) / RIVERS AGENCY JOINTLY BRANDED PRODUCT(S) BY A LICENSEE TO A SUB-LICENSEE.

Please complete this form with the Sub-Licensee and copy to LPS when temporarily transferring the IP.

(Drafting Note: This should be completed before issuing the IP.)

A LICENSEE

BLOCK CAPITALS

SUB-LICENSEE

BLOCK CAPITALS

Name: .....

Name: .....

Address: .....

Address: .....

.....

.....

Post Code: .....

Post Code: .....

Tel No: .....

Tel No: .....

The Licensee is hereby authorised to temporarily transfer the IP (as detailed below) to the Sub-Licensee named above, subject to the terms and conditions set out in the LPS / Rivers Agency Jointly Branded Products Supply and Licence (the "Licence") and this Sub-Licence duly signed.

Signed

Sharon Magee

Chief Executive

[Handwritten signature of Sharon Magee]

on behalf of LPS, a core directorate within the Department of Finance whose principal office for the purpose of this Sub-Licence is Lanyon Plaza, 7 Lanyon Place, Town Parks, Belfast, BT1 3LP.

B - LPS/Rivers Agency Jointly Branded Product(s) to be temporarily transferred to the Sub-Licensee (the "IP"):

[Drafting note: List data here by product and format, specify files.]

End of list.

**1. CONDITIONS OF SUB-LICENCE**

1.1 This Sub-Licence is issued on behalf of the Chief Executive of LPS and should be read in conjunction with the "Licence". For the avoidance of doubt, this Sub-Licence is granted solely for the following purpose, namely  
[Drafting note: insert reason IP being sub-licensed here]

.....  
.....

**All other uses are prohibited.**

1.2 Subject to Clause 1.1, this Sub-Licence incorporates in full the terms and conditions of the "Licence" and references to the Licensee in the "Licence" shall be read as if they are references to the Sub-Licensee pursuant to which (but without limitation) LPS shall be able to protect and enforce its Intellectual Property Rights save where the "Licence" is inconsistent with this Sub-Licence, in which case the terms of this Sub-Licence shall prevail.

1.3 The words and phrases defined in the "Licence" shall have the same meaning in this Sub-Licence.

**2. THE INTELLECTUAL PROPERTY**

This Sub-Licence only authorises the temporary licensing of the IP to the Sub-Licensee named above in accordance with the "Licence".

**3. COPYRIGHT ACKNOWLEDGMENT**

3.1 Hard copies (except for products containing Third Party Content) must carry the following acknowledgement:

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**3. ON COMPLETION OF WORK**

3.1 All of the IP, to which this Sub-Licence refers, must be returned to the Licensee by the Sub-Licensee upon expiry or termination of this Sub-Licence for whatever reason.

- 3.2 All of the IP must be completely erased from the database of the Sub-Licensee.
- 3.3 Any hard and screen copies produced from the IP by the Sub-Licensee must be returned to the Licensee.
- 3.4 Any security copies made of the IP will be held by the Licensee only.

**4. INSPECTION BY LPS STAFF**

The Licensee and the Sub-Licensee shall at any reasonable time grant to an accredited representative of LPS facilities for checking the observance of the terms and conditions of this Sub-Licence.

**5. RIGHTS OF LPS**

- 5.1 The parties to this Sub-licence must obtain the written consent of LPS before they may, by agreement, vary this Sub-Licence so as to vary or extinguish LPS right under Clauses 1.2 and 4 hereof to enforce the terms of the “Licence” against the Sub-Licensee. This requirement applies (without limitation) in the circumstances set out in Section 2(1) (a) to (c) of the Contracts (Rights of Third Parties) Act 1999).
- 5.2 LPS will inform the Licensee before it may bring proceedings to enforce the terms of Clauses 1.2 or 4.
- 5.3 If LPS brings proceedings to enforce the terms of Clauses 1.2 or 4, the Sub-Licensee shall only have available to it by way of defence a matter that would have been available by way of defence if LPS had been a party to the agreement.

**6. TEMPORARY TRANSFER OF THE IP**

- 6.1 The temporary transfer of the IP is for a maximum period of six (6) months from the date of the final signature to this Sub-Licence.
- 6.2 The Sub-Licence period can only be extended by written agreement between LPS and the Licensee.
- 6.3 This Sub-Licence must not extend beyond the period of the “Licence”.

**7. SIGNATURES**

Signed on behalf of the Licensee:	Signed on behalf of the Sub-Licensee:
Signed: .....	Signed: .....
Name: .....	Name: .....
Position: .....	Position: .....
Date: .....	Date: .....