



Evaluation Licence

1. **Licence:** this Evaluation Licence (“Licence”) permits **Company Name and Address** (“Licensee”) to use the data and/or information (“Data”) supplied by the Coal Authority (“CA”) under this Licence, subject to the following terms and conditions, and with a view to entering into a Use, Re-Use, Value-Added Resale Re-Use Licence, or any other type of licence, upon separate terms and conditions, in due course.
2. **Data:** details of the Data to which this Licence applies are given in Schedule 1.
3. **Purpose:** the Data is supplied to the Licensee on a non-exclusive basis, solely for the purposes of developing, evaluating, testing or demonstrating products or services incorporating the Data.
4. **Restrictions on use of Data:** This Licence does not permit the Licensee to:
 - a. use the Data for any activity within its business or organisation which is not directly related to the development, evaluation, testing or demonstration of products and/or services incorporating the Data;
 - b. pass any of the Data to any third party not directly involved in the development, evaluation, testing or demonstration of such products and/or services;
 - c. use the Data to re-create any of the CA’s products, any part of such products or services or any similar or substantially equivalent products;
 - d. amend, modify or adapt the Data or combine the Data with other Data to create products or services (whether commercial or otherwise) that incorporate the Data; or

- e. undertake any commercial exploitation, sale, licensing or distribution of the Data or any products or services incorporating the Data.
5. **Security:** the Licensee will use appropriate security measures to ensure that all Data and the copy made pursuant to clause 7 is physically secure from unauthorised use or access.
6. **Compliance:** the Licensee will ensure that it, and any third parties acting on its behalf, observes all the conditions of supply under which the Data are provided including, without limitation, the restrictions upon use of the Data set out in Clause 4.
7. **Accessibility:** the Licensee may make a single copy of the Data solely for back-up or archival purposes, and in addition the Licensee may make the Data accessible by for up to five internal business users for the purposes set out in Clause 3.
8. **Updates:** mining information is constantly updated. The CA will supply the Licensee with the most up to date Data at the time of supply, but gives no warranty or representation that such Data will not become obsolete or incorrect over any period of time. Updates will not be provided unless a specific update agreement is in place between the CA and the Licensee.
9. **No warranty or representation regarding Data:** the Licensee acknowledges and accepts that the Data is compiled from sources about which the CA may not have direct knowledge or control and that the CA gives no warranty and makes no representation that the Data is complete, accurate, up-to-date, reliable or exhaustive. The CA furthermore makes no warranties or representations as to the suitability of the Data for any particular use or purpose or as to the value or utility of the Data. The Licensee acknowledges and accepts that the Data is used by it entirely at its own risk. Where the Data is delivered electronically, the CA does not warrant that the Data is free from viruses and the Licensee is solely responsible for virus scanning the Data prior to receipt of the same.
10. **Databases:** the Databases comprising the subject matter of this Licence are made up of information supplied to the CA by third parties under statutory obligation and of which the CA has no direct knowledge and has not necessarily had the opportunity to verify. Accordingly, it can have no liability for the accuracy of the information comprising the Databases or for any loss of whatever nature directly or indirectly caused which may result from any reliance placed upon it. The Licensee takes the information as provided without any such express or implied warranty and must rely upon its own enquiries and where necessary obtain appropriate insurance against any loss arising.
11. **Term:** this Licence is valid for **3 months** commencing on [xxxx].

12. **Confidentiality Obligations:** the Licensee shall not disclose any Confidential Information of the CA to any third party (other than any employees or professional advisers who have a need to know it for the purposes of performance of their obligations in relation to this Licence and who are subject to obligations of confidentiality and restrictions upon use the same or greater than those of this clause) nor use any Confidential Information of the CA otherwise than for the purposes of this Licence, without the prior written permission of the CA or as required by law.
13. **Termination by either party:** either party may terminate this Licence at any time upon five working days' written notice to the other party, at which point all copies of the Data supplied to the Licensee must be destroyed, removed from digital systems or returned to the CA and formal confirmation of this shall be emailed to datasolutions@coal.gov.uk .
14. **Termination by the CA:** the CA may terminate this Licence by written notice to the Licensee effective forthwith if:
- a. the Licensee is in material breach of any term of this Licence and has failed to remedy the breach within 30 days of receiving written notice requiring that the breach be remedied; or
 - b. the Licensee ceases to carry on business or is dissolved or is the subject of any insolvency proceedings including liquidation, bankruptcy or administration or an arrangement or composition with its creditors by which any person is appointed over the property or assets or to run the affairs of the Licensee including those persons described in Section 388 of the Insolvency Act 1986 or any subsequent enactment, the Official Receiver, the Accountant in Bankruptcy or any person appointed pursuant to a charge over the Licensee's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.
15. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the CA is the owner of all Copyright and/or Database rights in the Data, and that the Intellectual Property Rights and other proprietary rights in the Data belonging to the CA shall remain the property of the CA, and that the Licensee shall acquire no Intellectual Property Rights or other rights in the Data, whether by operation of this agreement or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.
16. **Data Protection & Freedom of Information:** the parties each undertake that they will comply with any obligations under the Data Protection Act 1998 or any subsequent enactment so far as they apply to them. Should any third party seek access to (or seek to be supplied with) all or part of the Data pursuant to the Freedom of Information Act 2000 ("FOI") (or any subsequent enactment) and/or the Inspire Directive 2007, they will be directed by the Licensee and its employees to contact the CA. Where the Licensee is not subject to FOI then it will not allow access to or supply Data to such third party. If the Licensee is subject to FOI then it will not

allow access to or supply Data to such third party unless obliged by FOI to do so and in any event will not allow such access or supply without first consulting the CA of the nature and extent of the proposed access or supply prior to any information being released.

17. **Liability:** the CA will not be liable for any loss, damage, cost or other liability arising in relation to the Data or pursuant to this Licence, or from any act or omission arising from or related to this Licence, whether in tort, contract or otherwise. Furthermore, the CA shall not in any circumstances be liable for loss of profits, loss of business or capital, damage to reputation or goodwill, or any indirect or consequential loss or damage arising out of or in connection with this Licence or its subject matter.
18. **Governing Law:** this Licence, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

Annex 1

Definitions

In this Licence, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"Commercial" - means to produce, manufacture, market, stock, distribute, sell or exploit for the purpose of generating profits;

"Confidential Information" - means all information disclosed (whether in writing, orally, or by another means and whether directly or indirectly) by the CA to the Licensee whether before or after the date of this Licence, including the Data, the terms of this Licence and any information of the CA relating to the CA's business, financial or internal affairs, customers, plans, products, operations, know-how, trade secrets or information of a confidential nature but does not include:

- (i) information which is generally available to the public at the date of this Licence;
- (ii) information already known to the Licensee at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Licensee by the CA prior to the date of this Licence;
- (iii) information which is subsequently disclosed to the Licensee by third parties having no obligations of confidentiality to the CA; or
- (iv) information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Licensee, its employees, agents or sub-contractors.

For the avoidance of doubt, Data or other information which is accessible pursuant to sections 1(1) (d) or 57 of the Coal Industry Act 1994 or any subsequent enactment shall nevertheless be deemed to be confidential pursuant to section 59 of the Coal Industry Act 1994 and shall be deemed not to be generally available to the public for the purposes of this clause.

"Data" - means Data set out in Schedule 1 and received by Licensee from the CA pursuant to this Licence, any other mining-related information received by Licensee from the CA pursuant to this Licence, and (where the context allows) any updates to the Data received by the Licensee, information or materials that include or use the Data, and any part or parts of the Data;

"Database" – means a data structure or comprehensive collection of related data organised for convenient access;

"Intellectual Property Rights" - means all patents, copyrights, design rights, trade marks, Database rights, trade secrets and other confidential information, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights.

Undertaking

The undersigned undertakes to observe and comply with the conditions of this Licence

Agreed by [xxxx]

Signed:

Name:

Date:

Agreed for and on behalf of the Coal Authority

Signed:

Name:

Date:

Schedule 1

Coal Mining Data comprising spatial data layers for : areas for mining report intervention, child phase, claim, coal mining related hazard, coalfield consultation area, coal outcrops, country, court order amendment, court order, geological disturbances - faults, geological disturbances - fissures & breaklines, in seam level contours, in seam level, license area, licence area of responsibility, licensed roadways, mine entries, mine gas, outcrops, parent phase, probable working, S46, site investigation, spine roadways, shallow coal workings, underground working, unlicensed opencast, working dates as well as licence, seam, UG_WKG_TO_SL_CNTR and UG_WKG_TO_SM_LVL relationship tables for a sample area of the UK.