

Non-Commercial Use Licence

1. **Licence:** this Non-Commercial Use Licence ("Licence") permits the licensee **Company Name** of **Company Address** ("the 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.
2. **Data:** details of the Data to which this Licence applies are given in Schedule 1.
3. **Purpose:** the Data is supplied on a non-exclusive basis, solely for the Licensee's use as set out and described in Schedule 2. No part of the Data may be sub-licensed, traded, sold or in any other way supplied or made available to a third party.
4. **Updates:** mining information is constantly updated. The CA will supply the Licensee with the most up to date version of the Data available to it and in its possession 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.
5. **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.
6. **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.
7. **Term:** the term of this Licence shall be **1 year** beginning on the date of this Licence ("Term")

8. **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.
9. **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 .
10. **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.
11. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the CA is the owner of all copyright and/or Database rights and/or any other Intellectual Property 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 Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.
12. **Governing Law:** this Licence shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Undertaking

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

Agreed by Company Name

Signed:

Name:

Date:

Agreed for and on behalf of the Coal Authority

Signed:

Name:

Date:

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:

- a. information which is generally available to the public at the date of this Licence;
- b. 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;
- c. information which is subsequently disclosed to the Licensee by third parties having no obligations of confidentiality to the CA;
- d. 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.

Schedule 1

Details of Data supplied

xxxxxxxxxx

Schedule 2

Purpose or purposes for use of Data

You may use the data supplied solely for the use in **XXXXXXXXXXXXXXXXXXXXXX**

An attribution statement such as “Reproduced with the permission of © The Coal Authority 2023. Licence Number **CA36/IFTS Licensing/.....** All rights reserved” must be afforded to the Coal Authority in any project documentation produced electronically or otherwise.

You may create derived data from the data subject to the following conditions:

1. **Definition.** Derived Data is new information or datasets that are created or developed either in part or in whole by You, from the Licensed Data.
2. If the following clause 2a and 2b of Schedule 2 are met, Derived Data may be used for the specific purposes outlined in clauses 3 and 4 of Schedule 2.
 - a. the Derived Data does not contain any of the original information as a whole or substantial part of it, and cannot be reverse engineered to create a copy of the original information; and
 - b. the Derived Data is not substitutable (defined as serving substantially the same purpose or effectively imparting the same or substantially the same knowledge) for any part of the Coal Authority’s Licensed Data or Services.
3. **Derived Data following termination.** Following the termination or expiration of this licence You may continue to use Derived Data provided that the Derived Data meets the conditions of clauses 2a and 2b of Schedule 2 specifically for Your own personal or your organisation’s purposes. The use of such Derived Data must be limited to use within Your organisation but this does not extend to providing Your external users with the Licensed Data nor does it include placing any part of the Derived Data on any public facing websites except in accordance with clause 4 of Schedule 2.
4. **Sharing of Derived Data with third parties.** You may share Derived Data in accordance with clauses 2a and 2b of Schedule 2 with third parties subject to the following:
 - a. You inform Us of any intention to share Derived Data and do not share or publish the Derived Data until We confirm in writing its agreement that the sharing would comply with the provisions as set out in clauses 2a and 2b;
 - b. That any such Derived Data will be used on a non-commercial basis (i.e. not for financial gain) and is shared under terms and conditions that are substantially similar to the terms of the [Non-Commercial Government Licence](#).
 - c. That any Derived Data will only be shared in a flat, locked format, such as jpeg or pdf or an online view service, where no part of the Derived Data can be extracted or downloaded independently of the file or view service.

5. Any Derived Data that you have created, derived, or developed either in part or in whole, from the Licensed Data, that does not meet the provisions outlined in clauses 2a and 2b is considered Licensed Data and is subject to the Main Terms of this Non-Commercial Use Licence.

Liability. For any use of Derived Data the responsibility will rest with You, as We will be unable to verify whether the use to which you are putting our Licensed Data meets Our usual standards in terms of quality suitability for use – such as any error, misreading or distortion in any final output. As such, We exclude any responsibility or liability for the use of such Derived Data to the fullest extent of the law.