

## Licence Agreement for the BIC Climate Change Scenarios



Date:

This Agreement is made between:

(1) the Secretary of State for Environment, Food and Rural Affairs (“Defra”), acting behalf of Defra, the Met Office, Met Éireann and the administrations of Jersey, Guernsey and Isle of Man (collectively, “the Licensors”); and

(2) *insert your name:*

*insert your address:*

*insert your email:*

(“the Licensee”)

Whereas:

The licensee wishes to use data relating to the BIC climate scenarios, created in the performance of a contract under the Defra Climate Prediction Programme (contract EPG 7/12/37) and produced under the auspices of the British-Irish Council (“the BIC”) using observational data provided by the Met Office, Met Éireann and the administrations of Jersey, Guernsey and Isle of Man and gridded by the Met Office and Met Éireann (“the BIC Information”).

It is hereby agreed that:

In consideration of the Licensee agreeing to comply with the following conditions (“the Licence Conditions”), the Licensors hereby grant to the Licensee a non-transferable non-exclusive Licence to use the BIC Information for *bona fide* research undertaken by the Licensee in connection with:

Project: *insert details*

Sponsor/Funding Agency: *insert details*

Contract Number: *insert details*

(“the Licence”)

## Conditions

1. The Licensee shall not use or permit the use of the BIC Information for commercial exploitation, business use, resale, transfer or sub-licence to any third party, without the written consent of the Licensors.
2. The Licensee shall use the BIC information solely for the purpose of the project specified above and will not use it for any other purpose (including for the purposes of any other project) without the written consent of the Licensors.
3. The Licensors retain all of their intellectual property rights in the BIC Information, including, but not limited to, all copyright, all future rights and all rights in the nature of copyright.
4. The Licence operates as a permission only and does not imply any obligation or liability or any conditions, warranties or representations by the Licensors in relation to the accuracy of the BIC Information.
5. The Licensee agrees to use the following acknowledgement in any publication, scientific report or any other document which relates to or arises from use of the BIC Information:

*“The BIC Climate Scenario data have been made available by the following licensors: Department for Environment, Food and Rural Affairs (Defra), the Met Office, Met Éireann, and the administrations of Jersey, Guernsey and Isle of Man. The licensors accept no responsibility for any inaccuracies or omissions in the data nor for any loss or damage directly or indirectly caused to any person or body by reason of, or arising out of any use of, this data.”*

6. The Licensee acknowledges that the Licensors have made the BIC Information available on the basis that they reflect current scientific understanding and that the Licensee is aware of the uncertainty described in the accompanying reports available on the BIC website.
7. The Licensee agrees that their name, address, email and project title may be published on the BIC website and also agrees that this personal data may be processed outside the European Economic Area for this purpose and for the purposes of administering access to the BIC website.
8. The Licence shall run from the date at the head of this document.
- 9.1 Either party may terminate this agreement by giving to the other not less than thirty (30) days written notice.
- 9.2 The Licensors reserve the right to terminate the Licence without notice if the Licensee is in breach of any of the Licence Conditions.
- 10.1 Subject to the provisions of conditions 10.2 and 10.3, this agreement shall be governed by and construed in accordance with the law of

England and Wales, and the licensee agrees to submit to the jurisdiction of the courts of England and Wales.

10.2 Any question relating to the validity or effect of any intellectual property rights in the observational data shall be determined in accordance with the law applicable to the body that supplied the data.

10.3 Where the only issue in dispute between the parties relates to the observational data provided by one body, the courts in the territory where that body is situated shall have exclusive jurisdiction to determine the dispute, and the Licensee agrees to submit to the jurisdiction of the courts in that territory.

Signed on behalf of the Licensors:

Name:

Date:

Signed as Licensee

Name:

Date:

Please send signed and completed licences to:

Dr. Tim Osborn  
Climatic Research Unit  
University of East Anglia  
Norwich  
United Kingdom  
NR4 7TJ

Tel: +44 1603 592089  
Fax: +44 1603 507784  
Email [t.osborn@uea.ac.uk](mailto:t.osborn@uea.ac.uk)