**Annex 1 – Non-Commercial Land Cover Map licence application form**

**PLEASE NOTE:** UKCEH is willing to supply all Land Cover Maps for Great Britain to the applicant free of all charges except administration fees (charged at £300.00 + VAT) in return for detailed usage information. By usage information, we mean information on how the applicant expects to use, or has already used, the Land Cover Map data.

The provision of usage information is fundamental to this arrangement and the applicant is expected to use reasonable efforts to complete section (5) of the form below with as much details as possible and to agree to receiving and completing future surveys to identify future uses and facilitate feedback.

**Why we are asking for usage information:** Understanding how and where our data are being used is very important to UKCEH. This knowledge is essential for impact reporting, for directing improvements and future data product design and to understand how the outputs of our research are used by stakeholders and potential future partners. Usage information may help with promoting our data products, but we will always seek approval from you before using your usage information in promotion and marketing activities.

**HOW TO COMPLETE THIS LICENCE APPLICATION FORM AND RECEIVE LCM DATA**

a) Complete sections (1) through (9) of the form below;

b) The principal licence contact named in (3) must sign the **CONSENT TO BE CONTACTED** signature block below the form;

c) The attached licence agreement must be signed on page 16 by an authorised signatory of the licensee.

d) When completed and signed please email this document to spatialdata@ceh.ac.uk

e) On receipt of the completed form UKCEH will raise an invoice and return a countersigned Licence Agreement along with a licence reference number;

f) On receipt of the countersigned licence and licence reference number the licensee should use the UKCEH’s [Environmental Information Data Centre](https://catalogue.ceh.ac.uk/documents/c0078881-7d5a-4641-91e2-c271426bc8a1) to order LCM data and enter the licence reference number under ‘Description of intended use’ in their request.

g) The Licensee will authorise data supply as soon as possible after e) and f) are completed and will then raise an invoice.

|  |  |
| --- | --- |
| (1) Licensee name[[1]](#footnote-1) | Click or tap here to enter text. |
| (2) Licensee’s principal place of business address[[2]](#footnote-2) | Click or tap here to enter text. |
| (3) Name and contact details for a principal licence contact[[3]](#footnote-3) | Click or tap here to enter text. |
| (4) Other licence contact (optional)[[4]](#footnote-4) | Click or tap here to enter text. |
| (5) Please describe all **anticipated and actual Land Cover Map data uses** by your organisation and any **derived datasets that you intend to publish or have already published**.[[5]](#footnote-5) | Click or tap here to enter text. |
| (6) Purchase order number for £300 + VAT administration charge. PO to be made out to UK Centre for Ecology & Hydrology, company details below[[6]](#footnote-6). | Click or tap here to enter text. |
| (7) Address and email for invoicing | Click or tap here to enter text. |
| (8) Company registration number  | Click or tap here to enter text. |
| (9) VAT registration number | Click or tap here to enter text. |

**CONSENT TO BE CONTACTED** By signing this form I give consent for my personal data in the form of Name, Email address and Phone number to be recorded by UKCEH and used for the purpose of: a) following up on any usage information provided above, b) conducting surveys of users, c) providing information about LCM developments including release of annual updates.

|  |
| --- |
| Principal licence contact Signature:  |
| Date: Click or tap to enter a date. |

Details of UKCEH’s privacy notice can be found here:

<https://www.ceh.ac.uk/privacy-notice>

**Licence Number:**

**UK** **CENTRE FOR ECOLOGY & HYDROLOGY**

**LICENCE AGREEMENT**

**PARTIES**

1. **UK CENTRE FOR ECOLOGY & HYDROLOGY** (Company number 11314957), whose registered office is at Maclean Building, Benson Lane, Crowmarsh Gifford, Wallingford, Oxfordshire, OX10 8BB (“**the Licensor**” or “**UKCEH**”); and

(2) “**the Licensee**” as defined in the accompanying ‘Annex 1 – Non-Commercial Land Cover Map licence application form.’

**IT IS AGREED AS FOLLOWS:**

# DEFINITIONS

## In this Agreement the following terms have the meanings set out below:

|  |  |
| --- | --- |
| **this Agreement** | this agreement and its schedules;  |
| Co-Deliverer | a person who is supplied by the Licensee with the Licensed Data for purposes all of which support the achievement of the Licensee’s statutory functions, where no revenue or credit is received in relation to any supply of the Licensed Data that exceeds the marginal costs of supply (unless it is a statutory charge)/ where that person supplied with Licensed Data uses it only for non-commercial purposes. |
| Co-Deliverer Licence | a licence incorporating the requirements of Schedule 2b of this Licence Agreement, issued by the Licensee to its Co-Deliverer, for Use of the Licensed Data or Derived Data for purposes all of which support the achievement of the Licensee’s statutory functions (the term of which shall not exceed the Term); |
| Consultancy Services | the provision of professional consultancy or advisory services which includes the delivery of a written report containing, in support of its analysis or conclusions, environmental or mapping data which either (a) comprises the Licensed Data or (b) is derived from the Licensed Data, but which (c) is not a substantial part of the Licensed Data and (d) is in a form such that it cannot be manipulated electronically or used to create further data-related products or to recreate the Licensed Data from which it was derived; |
| Contractor | a person entering into a Contractor Licence with the Licensee; |
| Contractor Licence | a licence, either incorporating the requirements of Schedule 2a, or using the pro-forma licence as described in Schedule 2b, of this Licence Agreement, issued by the Licensee to its Contractor, for Use of the Licensed Data or Derived Data exclusively on the Licensee’s project (the term of which shall not exceed the Term); |
| Derived Data | any collection of information data or images or both which is derived by the Licensee from the Licensed Data in the sense that those parts of the content of the Licensed Data that are contained in it or were directly relied on for its creation, together form a substantial part of the content of the Licensed Data; |
| the Effective Date | the start date of the Term; |
| Intellectual Property Rights | patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; |

|  |  |
| --- | --- |
| Internal Business Use  | Use within an organisation to support that organisation’s activities, including Consultancy Services, which use does not involve or result in the licence or supply to any third party of any mapping or environmental data which either comprises a substantial part of the Licensed Data or was developed using the Licensed Data and/or Derived Data (except as where permitted as part of Consultancy Services); |
| the Licensed Data | the datasets or parts thereof described in the Schedule 1, to this Agreement; |
| Non-Commercial Internal Business Use | Internal Business Use which is to support the organisation’s non-commercial activities only, being those activities that do not, and are not intended to, directly or indirectly lead to, support or otherwise relate to, the generation of revenues in excess of the direct costs of those activities, whether at the time of use or at some future time; |
| Open Government Licence | a licence developed by the Controller of Her Majesty’s Stationery Office (HMSO) as a tool to enable information providers in the public sector to license the use and re-use of their information under a common open licence, the latest version of which OGL, applicable at the Effective Date, is version 3.0 and is available here: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> ; |
| the Term | the term of this Agreement described in Schedule 1; |
| Use | use, copy, extract, adapt, translate, arrange or alter. |

## In this Agreement:

### references to Clauses and Schedules are to the clauses and schedules of this Agreement;

### references to the Parties are to the parties to this Agreement;

### headings are used for convenience only and do not affect its interpretation;

### where the word “including” is used it will be understood to mean “including without limitation”; and

### references to a statutory provision include references to the statutory provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision.

# SUPPLY OF LICENSED DATA

## As soon as practicable after the Effective Date subject to signature of this Agreement, the Licensor will provide to the Licensee a single copy of the Licensed Data in the format specified in Schedule 1.

## The Licensor may provide to the Licensee updated versions of the Licensed Data at the discretion of the Licensor as and when during the Term they become available.

## The Licensee shall pay to the Licensor the total fees detailed in Schedule 1 by the date specified on the invoice.

# GRANT OF LICENCE

## Subject to the terms of this Agreement the Licensor grants to the Licensee a non-exclusive licence for the Term to:

### Use the Licensed Data or Derived Data and its content for the purposes stated in Schedule 1.

### where no cost to an end-user is associated with a service and subject to inclusion of the required acknowledgements as stated in Schedule 1.:

##### make images of Licensed Data available on a view only basis;

##### make images of Derived Data available under the terms of the Open Government Licence;

##### make Derived Data available to third parties under the terms of the Open Government Licence (OGL) or an equivalent open licence which is no less restrictive provided such Derived Data does not contain substantial amounts of the Licensed Data and cannot act as a direct substitute for the Licensed Data or be used to create a direct substitute for the Licensed Data.

#####

### subject to following the procedures described in Schedule 2, supply a copy of all or part of the Licensed Data or Derived Data and license its use, to a Contractor on the terms of a Contractor Licence.

### subject to following the procedures described in Schedule 2, supply a copy of all or part of the Licensed Data or Derived Data and license its use, to a Co-Deliverer on the terms of a Co-Deliverer Licence.

## Other than as permitted in 3.1, the Licensee may not display, distribute, communicate or otherwise make available to the public or to any third party in any form or by any means without the prior written consent of the Licensor:

### the Licensed Data; or

### the whole or any substantial part of its contents, or any copies thereof; or

### information which together with all other such information and raster images communicated to the public or to the same or a connected third party are, in total, Derived Data.

### the Licensed Data must not be published electronically in a manner which will allow vector map data to be extracted from the published materials. For the avoidance of doubt, this means in whole, part or derived vector data.

## No rights are granted to the Licensee in relation to the Licensed Data or Derived Data except those expressly granted in this clause subject to the express limitations set out in this Agreement.

# THE LICENSEE’S OBLIGATIONS

## The Licensee must take all reasonable steps to prevent unauthorised use of and access to the Licensed Data or Derived Data or any of its contents by any person, including its officers, agents and employees. The Licensee must in particular use its best endeavours to ensure that it uses all adequate technological and security measures, including such measures as the Licensor may recommend from time to time, to ensure that all copies of the Licensed Data or Derived Data and its contents that the Licensee holds or is responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Agreement.

## The Licensee must ensure that:

### any copy protection measures protecting the Licensed Data or any of its contents are not altered; and

### any watermarks and acknowledgements included on the Licensed Data or any of its contents and on any paper copies produced from it are not altered.

## The Licensee must ensure that any trademarks contained in or used in relation to the Licensed Data or any of its contents or any other materials supplied with, or in addition to, the Licensed Data are not altered, obscured, removed or added to.

## The Licensee must notify the Licensor as soon as reasonably practicable if it becomes aware of any unauthorised use of or access to the Licensed Data or any of its contents and must at its own cost and expense provide all reasonable assistance to the Licensor in the pursuit of any remedy in relation to any such unauthorised use.

## The Licensee must keep records of all Contractor Licences and Co-Deliverer Licences issued. On request of the Licensor the Licensee will, within 30 days of receiving such a request, supply to the Licensor, a list of all Contractors and Co-Deliverers who have been in receipt of a licence granted in accordance with this clause 4.5.

## The Licensee must make reasonable efforts to monitor the various internal projects making use of the Licensed Data and the members of Licensee’s staff making use of the Licensed Data in order to provide the Licensor with usage information when requested.

## The Licensee must nominate a member of the Licensee’s staff to act as a licence contact and provide the Licensor with the name and contact details for a licence contact who has agreed to the Licensor holding their personal details and contacting them from time to time with details of product updates and with requests for usage information. The Licensee must make reasonable efforts to provide details of a new licence contact should a previous contact cease to be available to carry out the licence contact’s responsibilities which are listed in 4.7.1 and 4.7.2 below:

### The licence contact must make reasonable efforts to respond to all requests for usage information made by the Licensor;

### The licence contact must make reasonable efforts to forward all requests by the Licensor for follow up information to the member of Licensee’s staff or Contractor’s or Co-Deliverer’s staff most directly involved in any particular use made of the Licensed Data.

# INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

## Nothing in this Agreement will affect the ownership of any Intellectual Property Rights in the Licensed Data or any of its contents, all of which will continue to be owned by the Licensor or any third party licensors.

## The Licensee will include with all copies of any of the contents of the Licensed Data and with all Derived Data, in legible format and in a position likely to bring them to the notice of users or recipients, the intellectual property and other notices and acknowledgements set out in Schedule 1 or as may be otherwise notified to the Licensee by the Licensor in writing from time to time.

## The Licensee will not display, distribute, communicate or otherwise make available to the public or to any third party in any form or by any means any statement or publication (including, without limitation, any report, presentation, or poster) in connection with the Licensed Data or any part thereof or any Derived Data, which is likely to bring the Licensor or any third party licensors into disrepute or to damage the goodwill of the Licensor or any third party licensors.

# WARRANTIES AND LIABILITY

## The Licensor warrants to the Licensee that it has the right and authority to enter into this Agreement and that the exercise of any of the rights granted under this Agreement will not infringe any Intellectual Property Rights or other rights of any third party.

## The express undertakings and warranties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

## Without limiting the generality of Clause 6.2, the Licensor gives no warranty, representation or undertaking:

### as to the accuracy, completeness or usefulness of the Licensed Data or any of its contents; or

### that the Licensed Data is free from error; or

### that the use of the Licensed Data, or the exercise of any of the rights granted under this Agreement, will not infringe any Intellectual Property Rights or other rights of any third party; or

### that the Licensed Data or its contents are of satisfactory quality or fit for any particular use or purpose for which the Licensee intends to use it; or

### which imposes or could be deemed to impose any obligation on the Licensor to bring or prosecute actions or proceedings against third parties for infringement of any Intellectual Property Rights in the Licensed Data or any of its contents.

## Subject to Clause 6.7, the Licensor accept no responsibility for:

### any use of the Licensed Data or any of its contents (or any associated know-how or other information communicated by or on behalf of the Licensor to the Licensee under or in connection with this Agreement) by the Licensee or any of the Licensee’s Contractors, nor for any reliance which may be placed by any person on the Licensed Data or any of its contents; or

### any loss or damage which may be caused by the condition of the disk or file on which the Licensed Data is provided to the Licensee and it is the Licensee’s responsibility to operate suitable anti-virus software before the Licensed Data is loaded onto the Licensee’s IT system.

## Subject to Clause 6.7, the liability of either Party for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement (including in relation to a deliberate, personal, repudiatory breach of contract), will not extend to any indirect or consequential damage or losses or any loss of contract or opportunity, loss of profit or loss of revenue, whether direct or indirect, even if the Party bringing the claim has advised the other Party of those losses or if they were within its contemplation.

## The Licensee will indemnify the Licensor and each of its officers, employees and agents (“the Indemnified Parties”) against losses, damages and liabilities (including all legal and other expenses) arising from any claim by any third party (including any officer, agent or employee of the Licensee or of any of the Licensee’s Contractors) relating directly or indirectly to the use of the Licensed Data or any of its contents by the Licensee or any of the Licensee’s Contractors, except to the extent caused by the negligence of the Indemnified Party and provided that the Indemnified Party in question must:

### promptly notify the Licensee of details of the claim;

### not make any admission in relation to the claim;

### allow the Licensee to have conduct of the defence or settlement of the claim;

### give the Licensee all reasonable assistance (at the Licensee’s expense) in dealing with the claim.

## Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury arising from its negligence, or for fraud, or for any other liability that, by law, cannot be excluded or limited.

## Subject to Clause 6.7, where a claim arises under or in connection with the terms of this Agreement, the total and aggregate liability of the Licensor for all claims made (whether in contract, tort (including but not limited to negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed the licence fees payable under this Agreement

## Subject to Clause 6.7, where a claim arises under or in connection with the terms of this Agreement, the total and aggregate liability of the Licensee for all claims made (whether in contract, tort (including but not limited to negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £500,000.

# TERM AND TERMINATION

## This Agreement will come into force on the Effective Date subject to signature of this Agreement and unless terminated earlier in accordance with its terms or under the general law will remain in force for the Term.

## The Licensor may terminate this Agreement with immediate effect (or such notice as the Licensor may specify) by giving written notice to the Licensee:

### if the Licensee is in breach of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy.

### if the Licensee is the subject of a bankruptcy order, or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into voluntary liquidation (other than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.

## This Agreement will terminate automatically if any of the relevant UKCEH licences with third party licensors are terminated. In such cases any licence fees will be reimbursed on a pro rata basis.

## On expiry or termination of this Agreement for any reason, unless extended, renewed or replaced:

### all licences granted under this Agreement will terminate immediately;

### subject to clause 7.5 the Licensee must return to the Licensor all copies of the Licensed Data and all other information supplied to it by or on behalf of the Licensor under or in connection with this Agreement which are stored in any tangible form and must delete the same from all computers and other electronic storage devices and media which are in its possession or under its control and will provide the Licensor with a statement certified by an authorised officer of the Licensee confirming that such materials have been returned or deleted as appropriate.

### subject to clause 7.5 the Licensee must destroy all copies of Derived Data under or in connection with this Agreement which are stored in any tangible form and must delete the same from all computers and other electronic storage devices and media which are in its possession or under its control and will provide the Licensor with a statement certified by an authorised officer of the Licensee confirming that such materials have been deleted as appropriate.

### Notwithstanding clause 7.4.2 and 7.4.3, the Licensee may retain Licensed Data (and Derived Data) in an archive following termination or expiry of this Agreement and may only disclose such Licensed Data (and Derived Data) for the sole purpose of addressing a complaint or challenge from a regulator or third party regarding the Licensee’s use of such Licensed Data during the Term.

### The Licensee’s rights under clause 7.4.4 are on condition that the Licensor shall have no liability in respect of the Licensee’s use of the Licensed Data following termination or expiry of this Agreement.

### The Licensee’s rights under clause 7.4.4 may terminate at any time if:

### 7.4.6.1 the Licensee uses or discloses the Licensed Data other than strictly in accordance with clause 7.4.4;

### 7.4.6.2 the Licensee breaches any surviving term of the Agreement;

### 7.4.6.3 one of the events in clauses 7.2.2 and 7.3 occurs, in which case the Licensee shall comply with an obligation equivalent to clauses 7.4.2 and 7.4.3.

### except in respect of any accrued rights, neither Party will be under any further obligation to the other under this Agreement; and

### the provisions of Clauses 1, 5.3, 6, 7, and 8 will survive termination of this Agreement indefinitely.

## After termination or expiry of this Agreement the Licensee may retain, and continue to display or otherwise make available to the public or communicate to third parties, indefinitely, only those raster images, and information derived from the Licensed Data which were displayed or otherwise made available to the public or communicated to third parties during the Term under clause 3.1.2, but may not adapt any such images or information or make or create any further images or information.

# GENERAL

## This Agreement is personal to the Licensee which will not be entitled to assign or otherwise transfer this Agreement as a whole or any of its rights or obligations under it without the prior written consent of the Licensor.

## Any notice to be given under this Agreement may be delivered to the other Party by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column:

|  |  |
| --- | --- |
| Method of Service | Deemed Day of Receipt |
| By hand | The day of delivery |
| By pre-paid national business post | The second Business Day after posting |
| By email | The next business day after sending |

## (“Business Days” being Monday to Friday inclusive but excluding Bank and public holidays)

## Notices should be addressed to the contacts at the addresses specified in Schedule 4 or such other contacts and addresses are notified by either Party to the other from time to time.

## The Parties agree to attempt to reach an amicable solution to any dispute arising out of or in relation to this Agreement and will promptly refer any dispute to senior representatives of the Parties for this purpose. If senior representatives of the Parties are unable to resolve the dispute within 14 days of its referral to them, either Party may bring proceedings in accordance with Clause 8.11. Either Party may bring proceedings in accordance with Clause 8.11 for an interim or emergency injunction, whether or not any dispute has first been referred to senior representatives to resolve.

## Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties or constitute the Licensee as an agent of the Licensor for any purpose and the Licensee will have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation whether express or implied of any kind on behalf of the Licensor or bind the Licensor in any way.

## No person who is not a Party to this Agreement has any right to prevent its variation, cancellation or termination, or to enforce any benefit conferred upon them by this Agreement and no term of this Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a Party who is not a Party to this Agreement save that the Indemnified Parties identified in Clause 6.6 may enforce the indemnity against the Licensee subject to the conditions in that Clause.

## No variation of this Agreement will be effective unless made in writing and signed by or on behalf of each of the Parties.

## If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, such provision will be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

## A failure by any Party to exercise and any delay, forbearance or indulgence by any Party in exercising any right, power or remedy under this Agreement will not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy will not preclude any other or further exercise of that right, power or remedy. No custom or practice of the Parties at variance with the terms of this Agreement will constitute a waiver of the rights of any Party under this Agreement.

## This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. Each of the Parties acknowledges that in entering into this Agreement, it has not relied on any statements, warranties, representations or undertakings except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this Clause does not exclude any liability which either Party may have to the other (or any right which either Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

## This Agreement will be governed by English law and each of the Parties submits to the exclusive jurisdiction of the English courts except that either Party may bring an interim or emergency injunction in any court of competent jurisdiction.

#

# SCHEDULE 1

# Land Cover Map vector land parcel GB data

**Background**

1. The Licensor has created a series of Land Cover Map vector land parcel GB datasets, which are polygon datasets describing Great Britain’s land cover in each specific year using UKCEH Land Cover Classes based on UK Biodiversity Action Plan broad habitats.
2. The Licensor has agreed to supply and license the Land Cover Map vector land parcel GB data to the Licensee on the terms of this Licence Agreement.

**Licensed Data**

|  |  |  |  |
| --- | --- | --- | --- |
| **Products** | **Description** | **Area licensed** | **Format** |
| LCM1990 vector GB | This updated LCM applied the methods developed for LCM2015 to satellite data for 1990. It uses the same Broad Habitat-based classes as LCM 2015, 2017, 2018 and 2019, and uses the spatial framework for LCM2007 onwards. | Great Britain | SQLITE |
| LCM2000 vector GB | The level 2 vector (standard) data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include its size, source images, Broad Habitat, Target Class, spectral variant and class probabilities. | Great Britain | ESRI shapefile |
| LCM2007 vector GB | The vector data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include its size, source images, Broad Habitat, Target Class, spectral variant and class probabilities. | Great Britain | ESRI shapefile |
| LCM2015 vector GB  | The vector data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include its size, source images, Broad Habitat, Target Class, spectral variant and class probabilities. | Great Britain | ESRI shapefile |
| LCM2017 (land parcels, GB) | The data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include the dominant UKCEH Land Cover Class given as an integer value, and a range of pixel statistics to help to assess classification confidence and accuracy. | Great Britain | SQLITE |
| LCM2018 (land parcels, GB) | The data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include the dominant UKCEH Land Cover Class given as an integer value, and a range of pixel statistics to help to assess classification confidence and accuracy. | Great Britain | SQLITE |
| LCM2019 (land parcels, GB) | The data are provided as polygons (land parcels) with each parcel having a list of attributes attached. These include the dominant UKCEH Land Cover Class given as an integer value, and a range of pixel statistics to help to assess classification confidence and accuracy. | Great Britain | SQLITE |

**Term of Licence**

**Licence start date**: Date of last signature of this Agreement

**Licence end date:** this Agreement will beperpetual in nature with no end date unless terminated in accordance with Clause 7 of this Agreement.

**Licence purpose:** Non-Commercial Internal Business Use

**Fees Payable**

UKCEH Data Fee (inc. 3rd party royalties) £0.00

Administration charge £150.00

Data Preparation charge £150.00

Subtotal £300.00

VAT £60.00

**TOTAL** £360.00

**Additional Terms and Conditions**

None

**Notices and acknowledgements**

For use of Land Cover Map vector land parcels GB data, or Derived Data, in scientific &/or academic publications or reports, accepted scientific referencing conventions will apply and you will act reasonably in carrying out such referencing.

The source of Land Cover Map vector land parcels GB data, or Derived Data must be acknowledged in all publications and reports arising from their use. The following citation and Digital Object Identifier (DOI) shall be included in the reference list of any reports or publications in which Land Cover Map vector land parcels GB data, or Derived Data have been used.

The following copyright notices and acknowledgements should be placed on all copies of information or images derived from the Licensed Data:

|  |
| --- |
| **LCM1990 vector GB** |
| Citation | Rowland, C.S.; Marston, C.G.; Morton, R.D.; O’Neil, A.W. (2020). Land Cover Map 1990 (vector, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/304a7a40-1388-49f5-b3ac-709129406399> |
| Copyright notices and acknowledgements | ‘Based on digital spatial data licensed from the UK Centre for Ecology & Hydrology, © UKCEH' (preceded if appropriate by 'some features of this map are'). |
| **LCM2000 vector GB** |
| Citation | Fuller, R.M.; Smith, G.M.; Sanderson J.M.; Hill, R.A.; Thomson, A.G.; Cox, R.; Brown, N.J.; Clarke, R.T.; Rothery, P.; Gerard, F.F. (2002). Land Cover Map 2000 (vector, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/b79e887e-a2a7-4224-8fd7-e78066b950b3> |
| Copyright notices and acknowledgements | ‘Based on digital spatial data licensed from the UK Centre for Ecology & Hydrology, © UKCEH' (preceded if appropriate by 'some features of this map are'). |
| **LCM2007 vector GB** |
| Citation | Morton, R.D.; Rowland, C.; Wood, C.; Meek, L.; Marston, G.; Smith, G.; Wadsworth, R.; Simpson, I. (2011). Land Cover Map 2007 (vector, GB) . NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/2ab0b6d8-6558-46cf-9cf0-1e46b3587f13> |
| Copyright notices and acknowledgements | ‘Based upon LCM2007 © UKCEH 2011. Contains Ordnance Survey data © Crown Copyright 2007. © third party licensors.’ |
| **LCM2015 vector GB**  |
| Citation | Rowland, C.S.; Morton, R.D.; Carrasco, L.; McShane, G.; O'Neil, A.W.; Wood, C.M. (2017). Land Cover Map 2015 (vector, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/6c6c9203-7333-4d96-88ab-78925e7a4e73> |
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| **LCM2017 (land parcels, GB)** |
| Citation | Morton, R. D.; Marston, C. G,; O’Neil, A. W.; Rowland, C. S. (2020). Land Cover Map 2017 (land parcels, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/b77ce981-d038-4774-a620-f50da5dd3d31> |
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| **LCM2018 (land parcels, GB)** |
| Citation | Morton, R.D.; Marston, C.G.; O’Neil, A.W.; Rowland, C.S. (2020). Land Cover Map 2018 (land parcels, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/9f7f7f70-5137-4bfc-a6a3-f91783d5a6a6> |
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| **LCM2019 (land parcels, GB)** |
| Citation | Morton, R. D.; Marston, C. G.; O’Neil, A. W.; Rowland, C. S. (2020). Land Cover Map 2019 (land parcels, GB). NERC Environmental Information Data Centre |
| Digital Object Identifier | <https://doi.org/10.5285/44c23778-4a73-4a8f-875f-89b23b91ecf8> |
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**SCHEDULE 2**

**Requirements for the Licensee’s Contractor and Co-Deliverer Licences**

This schedule sets out the requirements that the Licensee shall include in its Contractor Licences and Co-Deliverer Licences. The Licensee is not required to repeat this text in its Contractor Licences but must ensure that their obligations under this Schedule 2 are met through its Contractor and Co-Deliverer Licences.

1. A Contractor’s permitted uses of the Licensed Data or Derived Data must not exceed the uses to which the Licensee is permitted to use the Licensed Data or Derived Data under this Agreement. A Contractor’s permitted uses of the Licensed Data or Derived Data must be limited to the extent necessary to provide goods and services to the Licensee or to provide a tender to the Licensee and must terminate when that use is completed.
2. A Co-Deliverer’s permitted uses of the Licensed Data or Derived Data must not exceed the uses to which the Licensee is permitted to use the Licensed Data or Derived Data under this Agreement. A Co-Deliverer’s permitted use of the Licensed Data or Derived Data must be limited to activities which support the achievement of the Licensee’s statutory functions and must be limited to Non-Commercial Internal Business Use only.
3. Contractors and Co-Deliverers are only permitted to use the Licensed Data or Derived Data internally within their own business without any right to display or provide the Licensed Data or Derived Data to third parties and without any right to sub-license, distribute, sell or otherwise make the Licensed Data or Derived Data or any part of it available to third parties. As an exception to this restriction, a Contractor may be permitted to provide the Licensed Data or Derived Data to a third party contractor who has been licensed by the Licensee under a separate Contractor Licence for use of the Licensed Data in line with clause 3.1.3 of this Licence Agreement.
4. The Contractor Licence or Co-Deliverer Licence will automatically terminate if the Agreement between the Licensor and Licensee, is terminated or expires.
5. On termination of the Contractor Licence or Co-Deliverer Licence, the Contractor or Co-Deliverer must destroy all copies of the Licensed Data or Derived Data. As an exception to this obligation, the Contractor may retain one archive copy of the Licensed Data or Derived Data solely for the purpose of documenting the goods and services delivered to the Licensee, to answer technical support questions or to comply with any statutory or regulatory requirement.
6. Each Contractor and Co-Deliverer will remain responsible and primarily liable to the Licensee for their acts and omissions.
7. The Licensor will have the right to enforce directly the terms of the Contractor Licences and Co-Deliverer Licence pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
8. The Licensee must keep records of all Contractor Licences and Co-Deliverer Licences issued.

# SIGNING PAGE

# AGREED by the Parties acting through their authorised signatories

|  |  |
| --- | --- |
| FOR THE LICENSOR | FOR THE LICENSEE |
| SIGNATURE | SIGNATURE |
| NAME | NAMEClick or tap here to enter text. |
| JOB TITLE | JOB TITLEClick or tap here to enter text. |
| DATE   | DATEClick or tap to enter a date. |

Queries should be addressed to: Data Licensing Administrator (address as on page 2),

Tel: 01491 838800 (direct dial: 01491 692716/01491 692302).

1. the registered legal name of the organisation whose staff will be granted access to Land Cover Map datasets. [↑](#footnote-ref-1)
2. the registered legal address of the organisation whose staff will be granted access to Land Cover Map datasets. [↑](#footnote-ref-2)
3. a name, email and phone number for a member of staff employed by the Licensee who can act as a contact for the Licensor for questions about dataset use and licence renewal. [↑](#footnote-ref-3)
4. additional contacts for legal or invoicing queries if relevant. [↑](#footnote-ref-4)
5. Where available please include names and descriptions of individual internal projects, and details of contractor licences and co-deliverer licences issued and the work they have been issued for. If a derived dataset has been published please name the dataset and provide a link to the download site. [↑](#footnote-ref-5)
6. UKCEH VAT Registration Number: GB336940192; Company Registration Number: 11314957; Registered charity Number: 1185618 [↑](#footnote-ref-6)