

Public Sector End User Licence Agreement

This End User Licence is made on the 05 day of September 2011

(1) Joint Nature Conservation Committee

of Monkstone House, City Road, Peterborough, Cambridgeshire, PE1 1JY (the **Licensor**);

and

(2) End User

of address as supplied (the **End User**).

Background

The Licensor is a Public Body licensed by Ordnance Survey to use Supplied Data upon particular terms. This End User Licence is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data.

1 Definitions & Interpretation

Commercial Activity	means any activity which involves or is intended to involve Financial Gain.
Competing Activity	means an activity that has been determined as a competing activity, or is in the process of being reviewed, pursuant to the terms of the licence between Ordnance Survey and the Licensor.
Financial Gain	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data. Financial Gain does not include any receipts from Statutory Charges.
End User Purpose	means the purpose described in Appendix 2 to this End User Licence or if Appendix 2 has not been completed, the purpose communicated by the Licensor to the End User at the time that the Supplied Data has been made available to the End User or from time to time.
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Ordnance Survey	means the Secretary of State for Communities and Local Government acting through Ordnance Survey whose principal place of business is at Adanac Drive, Southampton, SO16 0AS.
Statutory Charge	means charges which the Licensor or End User is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensor or End User is subject.
Style Guide	means the then current version of the style guide available on Ordnance Survey's Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.

Supplied Data	means the data provided by the Licensor to the End User as set out in Appendix 1.	
Term	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between Ordnance Survey and the Licensor.	
Use	means copying, using and/or amending whether in electronic or paper form, only to enable the End User to undertake the End User Purpose and Using shall have an equivalent meaning.	
Website	means the website http://www.ordnancesurvey.co.uk or such other website as Ordnance Survey determines from time to time.	
Working Day	means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland.	
1.1	In this End User Licence, unless the context otherwise requires:	a) ensure that the Supplied Data is not copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
1.1.1	words in the singular include the plural and vice versa;	
1.1.2	references to: a) a Clause or Appendix are to a clause or appendix of this End User Licence; b) a party are to a party to this End User Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.	b) ensure that it does not use the Supplied Data for any Commercial Activity and/or for a Competing Activity; c) not use Supplied Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Supplied Data or any person;
2	Licence	
2.1	In consideration of the payment by the End User to the Licensor of the sum of £1 (receipt of which is hereby acknowledged), the Licensor grants to the End User a non-exclusive, non-transferable licence (revocable pursuant to the terms of this End User Licence) to Use Supplied Data for the End User Purpose for the Term.	d) use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all Supplied Data which the Licensor provides the End User and which the End User holds or is responsible for are secure from unauthorised use or access;
2.2	This Licence is limited specifically to the rights granted in Clause 2.1 and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in Clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for Commercial Activity and/or any Competing Activity.	e) notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; f) ensure that any copy protection measures are not altered; g) include a background watermark to identify the source of the Supplied Data on any electronic copies of the Supplied Data at map scales of 1:10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced;
3	End User's Obligations	
3.1	The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.	
3.2	The End User shall:	

- h) ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Supplied Data in compliance with the Style Guide; and
- i) ensure that any Use of the Supplied Data must show the appropriate trade mark notations, which shall be notified to the End User by the Licensor, and shall not tamper with or remove any of the trade mark symbols or notices which are shown on any Supplied Data.
- 3.3 This End User Licence does not give the End User the right to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.
- 3.4 The End User hereby assigns to the Licensor all present and future IPRs it owns in amendments or adaptations made to the Supplied Data or other original works produced in the course of undertaking the End User Purpose and irrevocably waives its moral rights.
- 4 Termination**
- 4.1 Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing.
- 4.2 This End User Licence will terminate automatically with immediate effect in the event that the Licensor's licence with Ordnance Survey is terminated or expires.
- The Licensor will inform the End User of such termination as soon as practicable following such termination.
- 4.3 In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data.
- 4.4 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 3.2 d) and e), 4.2 to 4.4, 5, 6, 8, 10, 11 and 12) shall continue in full force and effect notwithstanding such termination or expiry.
- 5 Limitation**
- 5.1 Subject to Clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:
- j) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- k) any loss of goodwill or reputation;
- l) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.
- 5.2 Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.
- 5.3 The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.
- 5.4 Subject to Clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the Supplied Data.
- 6 Indemnity**
- 6.1 The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the End User relating to this Licence or from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

6.2 The Licensor shall notify the End User as soon as practicable and in any event within 10 Working Days of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

7 Variation

7.1 The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.

7.2 If the End User is not entitled to use specific Supplied Data as a result of the variation of this End User Licence in accordance with Clause 7.1, then this shall be treated as a termination in part in relation to that specific Supplied Data and the End User shall comply with an obligation equivalent to Clause 4.3 with respect to such Supplied Data.

8 Auditing

8.1 Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence of compliance with its obligations under this End User Licence.

8.2 The End User shall maintain accurate and complete records of its use of the Supplied Data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

8.3 The End User will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.

9 Assignment, subcontracting and sublicensing

9.1 Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this End User Licence.

10 Contracts (Rights of Third Parties) Act 1999

10.1 Subject to Clause 10.2, a person who is not a party to this End User Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this End User Licence.

10.2 Ordnance Survey shall be entitled to the benefit of the terms of this End User Licence and the rights to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.

11 Waiver

11.1 The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived.

11.2 No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

12 Governing Law and Jurisdiction

12.1 This End User Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

Having read and understood this End User Licence, signed for and on behalf of **[Licensor]**

Signature

Name Joint Nature Conservation Committee

Title Data Services

Date 01/04/2011

Having read and understood this End User Licence, signed for and on behalf of **[End User]**

Signature

Name

Title

Date

Appendix 1 to the End Use Licence

Supplied Data

UK-wide digital datasets for internationally designated sites:

- Special Areas of Conservation (SACs) that have been submitted by the Joint Nature Conservation Committee (JNCC) on behalf of the UK Government to the European Commission. This is the full UK dataset.
 - o SACs with marine components (subset of the full UK SAC submission, including only SACs with marine components and offshore SACs). These are sites which contain qualifying Habitats Directive Annex I marine habitats and/or qualifying Annex II marine species (where these species are reliant on the marine environment within SAC boundaries).
 - o Offshore SACs (subset of the full UK SAC submission, including only offshore sites).
- Special Protection Areas (SPAs) that have been submitted by the Joint Nature Conservation Committee (JNCC) on behalf of the UK Government to the European Commission (EC). This is the full UK dataset.
 - o SPAs with marine components, (subset of the full UK SPA submission, including only SACs with marine components). These are defined as those sites with qualifying Birds Directive Annex I species or regularly occurring migratory species that are dependent on the marine environment for all or part of their lifecycle, where these species are found in association with intertidal or subtidal habitats.
- Ramsar sites submitted by the UK Government to the Ramsar Secretariat.
- UK OSPAR Marine Protection Areas

We cannot currently supply boundary data for proposed/possible sites (i.e. those that have not yet been submitted to the relevant authority) with the exception of those draft and possible offshore waters.
<http://jncc.defra.gov.uk/page-4692>

Please note that the definitions of both 'SACs with marine components' and 'SPAs with marine components' are non-statutory, and do not affect SAC or SPA management (the sites' features are managed regardless of whether they are classed as marine or not).

Versions

There are two versions of each of the full UK datasets available:

1. The "officially submitted" version

Whenever there is a change to the submitted information (eg the addition of a new candidate SAC or an extension to an SPA), the UK Government is required to update the GIS digitised boundary information. The data for all sites in the UK must be collated into a single data file (shape file) for each of the three designation types. The procedures currently require that new paper maps should be produced whenever there is a change to the site boundary. The boundaries of individual sites in the digitised datasets match the paper copies of the maps that form part of the official submission, with the exception of certain SPA and Ramsar sites where the classification/designation pre-dates the use of computerised GIS. The area estimates shown on the Natura 2000 standard data forms and the Ramsar Information Sheets have been derived from these digitised datasets, and should therefore also match up. The "officially submitted" version available from this website is an exact copy of the dataset sent to the relevant authority. Because these sites have been designated/submitted over a number of years, they may not be the same as the "dynamically updated version" of the boundary data held by the 'source' Country Agency (CA).

Offshore SACs and candidate Offshore SACs are available in a separate file to the UK SACs as it is not appropriate to project them in British National Grid. The Offshore SACs have been projected using a Geographic Co-ordinate System and WGS84 datum. This means that the UK SAC GIS submitted data has been sub-divided as follows:

- The UK SAC dataset (terrestrial, inshore) - this data is derived from Ordnance Survey data and is subject to these terms and conditions. The projection in this dataset is based on the Ordnance Survey British National Grid for terrestrial sites in the UK.
- The Offshore cSACs within UK waters - this data is not derived from Ordnance Survey data and is not subject to these terms and conditions

The Official dataset will only be updated on the JNCC website following new submissions of SACs, SPAs or Ramsar sites to the international authority (the EU or Ramsar Secretariat). JNCC will re-publish the dataset in its entirety within ten working days of the official submission.

2. The latest UK collation - a collation of the latest “working versions” as maintained by the Country Agencies.

The Country Agencies hold dynamic data that may reflect changes that are due to a single or a combination of factors, including:-

- A decision by the CA to re-capture the boundary at a different scale.
- Ordnance Survey’s decision to change a mapping product eg the replacement of OS Landline by OS MasterMap.
- Ordnance Survey’s ‘Positional Accuracy Improvement’ scheme (see OS website www.ordnancesurvey.co.uk for more information).
- When site boundaries follow natural features and it is stated on the “official” paper map that the boundary moves with that feature then the boundary will be re-plotted to that new position. For example, the movement in river channels, Mean High Water Mark/ Mean Low Water Mark.

Generally these factors produce subtle changes to the boundary and do not trigger the need for re-consultation with site owners/occupiers and other stakeholders and furthermore do not result in an official resubmission of either the site paper maps or the digitised datasets.

Each Country Agency will be working to their own timetable to implement these changes.

JNCC has collated the “latest version” of the relevant datasets for all four Countries in the United Kingdom. The offshore data has also been kept separate because it is based on a different projection system.

Many users will find that the “latest version” is more suited to their needs than the “officially submitted” version – this applies especially to users of the Ordnance Survey’s Mastermap dataset. Users must however be aware that the “latest UK collation” should never be regarded as definitive. In fact it is only the “paper map” that is regarded as being the definitive boundary.

Format of data supply

The data are supplied only as ArcView shape files (the format required for submission to the EU). Most GIS software packages have conversion routines to change the data to a different format (e.g. MapInfo has a shape file to MapInfo file conversion routine). ArcGIS users (version 3, version 8 and version 9) will be able to use the shape files in their current format. For ease of use and analysis, the dataset has been ‘dissolved’ wherever technically feasible so that each individual SAC, SPA and Ramsar site has only one multipart polygon.

The data is also accessible through the following websites/portals: European Environment Agency's Natura 2000 Viewer, www.wdpa.org, www.wdpa-marine.org, <http://iabinpatn.org/default.aspx>, www.protectedplanet.net/.

Origins of the GIS data

The GIS boundary data have been collated at JNCC from data supplied by the following organisations. Access to country/area specific GIS datasets is available through their websites.

Scottish Natural Heritage www.snh.gov.uk;
http://gateway.snh.gov.uk/pls/htmldb_ddtdb1/f?p=188:1:11372673165775926950

Countryside Council for Wales www.ccw.gov.uk; <http://www.ccw.gov.uk/landscape--wildlife/protecting-our-landscape/gis-download---welcome.aspx>

Natural England www.naturalengland.org.uk;
http://www.gis.naturalengland.org.uk/pubs/gis/GIS_register.asp

Northern Ireland Environment Agency www.ni-environment.gov.uk; <http://www.ni-environment.gov.uk/other-index/digital-intro.htm>

Joint Nature Conservation Committee (Offshore Sites Team).

The “dynamically updated” versions of the boundary data for individual countries in the UK are also available directly from the appropriate country agency. Please note that if your requirement for boundary data only relates to a geographically smaller subset of the UK (e.g. a single country, county or district), you would probably find it easier to obtain these data directly from the country agency. The country agencies are also able to supply data not available from JNCC, e.g. digital boundaries for Sites of Special Scientific Interest and National Nature Reserves.

Site attribute data

The attribute data supplied by JNCC with the boundary datasets includes the name of the site and the standard EU site code (e.g. UK0001234). Other attribute data, e.g. details of interest features on each designated site are available in the Excel spreadsheets included in the GIS download files or available separately from the JNCC website (<http://jncc.defra.gov.uk/page-1409>). These spreadsheets can be used to filter the UK dataset in many different ways. For example, once you have imported the SAC boundary dataset into your GIS package, you can import a table of data from the SAC spreadsheet, and relate the two using the site code. (This is much more reliable than linking on the site name). Then by querying on for example "Woodland = 'Y'", you can build a polygon layer with only those sites which have one or more woodland features on them. The spreadsheet itself contains comments giving an explanation of each attribute. For further details on how you can use attribute data from the spreadsheet in your GIS package, you should contact JNCC's data custodian (e-mail: dave.chambers@jncc.gov.uk , tel. +44 (0)1733 - 866 882).

Appendix 2 to the End Use Licence

End User Purpose

The End User Purpose is one or more of the following:

- To gain an understanding of the spatial location of protected sites in United Kingdom, through the use of digitised boundaries.
- To be able to overlay the data outlined in Schedule 2a with other datasets for comparative and analytical purposes.
- To use the data for any statutory, regulatory or government functions requiring the use of protected area boundary data.

And for any other non-commercial activity that uses the supplied Data in pursuance of nature conservation objectives, or to incorporate nature conservation values into any analysis.

You may publish the supplied Data in whole or in part, including on-line, providing the attributes and spatial data are not downloadable and that the reason for publication relates to one or more of the purposes outlined above.

BY ACCESSING THE DATA YOU WILL BE DEEMED TO BE BOUND BY THE TERMS OF THIS LICENCE.

The following statement(s) for the relevant country should appear on any printed map or publication containing all or part of the Datasets.

"© Crown copyright. All rights reserved. English Nature, 100017954 [year document is published]."

"© Crown copyright. All rights reserved. Scottish Natural Heritage, 100017908 [year document is published]."

"© Crown copyright. All rights reserved. Countryside Council for Wales, 100018813 [year document is published]."

[© Hawlfraint y Goron. Cedwir pob hawl. Cyngor Cefn Gwlad Cymru, 100018813 (blwyddyn cyhoeddi'r ddogfen).]

"© Crown copyright. All rights reserved. Northern Ireland Environment Agency, [year document is published]."

"© Crown copyright. All rights reserved. Joint Nature Conservation Committee Support Co, 100017955 [year document is published]."

If you have any queries, please contact JNCC Data Services, Joint Nature Conservation Committee, Monkstone House, Peterborough PE1 1JY, dave.chambers@jncc.gov.uk or telephone +44 (0)1733 - 866 882.