



Data Re-Seller Licence

Parties

The Coal Authority - a body corporate established under S1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG ("the Licensor")

And

[NAME] whose registered office is at [ADDRESS] ("the Reseller")

Conditions of use

1. This Data Re-Seller Licence ("Licence") permits the Reseller to license the data and/or information ("Data") specified in Schedule 1 to certain third parties ("End-Users") to use solely for the purposes set out and described in Schedule 2.
2. In order to observe and comply with the provisions of this Licence, the Reseller shall enter into the form of licence agreement set out in Schedule 5 with the End-User ("the End-User Licence").
3. Definitions used in this Licence are set out in Annex 1.
4. This Licence is a non-exclusive licence for the purposes set out herein.
5. This Licence does not permit the Licensee to use the Data for the provision of a bureau service (or other provision of business services for a fee to others) or for the benefit of, or on behalf of others, other than those to End Users to use solely for the purposes set out and described in Schedule 2
6. Any additional services required by the Reseller from the Licensor in relation to the use of Data shall be as specified in Schedule 2.

7. Except to the extent necessary to exercise the rights granted under clause 1, the Reseller may not, without the prior written consent of the Licensor:
 - a. sub-license to any third party any of the rights granted to it under this Licence;
 - b. modify, adapt or amend in any way the Data;
 - c. use the Data for internal business use;
 - d. Use the Data for the development, production or supply of any products or services or combine the Data with other data for similar purposes.
8. For the avoidance of doubt, the Licensor has the right to, and will continue to
 - a. licence the Data contained in Schedule 1 on a non-exclusive basis to End-Users using the licensing terms contained in the End-User Licence; and
 - b. Issue its own licences, products and services (not obtained from or based upon some or all of the Data) to third parties.
9. The Reseller shall procure that End-Users shall not sell, transfer, sub-license, distribute, commercialise or otherwise make available any of the Data.
10. The Reseller shall observe all reasonable directions and instructions given by the Licensor in relation to the promotion and marketing of the Data in dealings with End-Users and prospective End-Users.
11. The Territory shall be: the United Kingdom (UK). The Reseller shall only be entitled to resell the Data within the Territory.
12. When the Licensor's digital Data-sets are revised any updates will be supplied to the Licensee within the period referred to and in the form prescribed in Schedule 1. Such updates must immediately be implemented by the Reseller. Data provided under this licence agreement was up to date at the time of supply. The Licensor updates its data-sets regularly and more recent data may be available from the Licensor. Data provided by this licence is restricted to the update schedule prescribed in Schedule 1.

General conditions

13. In this Licence, unless the context otherwise requires:
 - a. words importing a gender shall include both genders;
 - b. words importing the singular shall include the plural and vice-versa;
 - c. the words "including", "include" and "in particular" and words of a similar effect shall not be deemed to limit the general effect of the words which precede them;
 - d. headings are for convenience only and shall not affect the interpretation of this Licence;

- e. any reference to a schedule or annex shall be to the Schedules or Annex to this Licence; and
 - f. Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.
14. **Certificate of Use:** the Reseller shall supply to the Licensor a statement within 30 days of a request from the Licensor signed by a Director or Auditors of the Reseller in the following terms: “I/We hereby certify that the use of the Data during the previous 12 months has been in accordance with the Licence”.
15. **Assumptions:** the Reseller acknowledges and accepts that the Data is drawn from the Licensor's mining Database and that the Licensor may have no direct knowledge of information contained in the Data. The Licensor shall use all reasonable endeavours to notify the Reseller of any material defects or inconsistencies in the Data in so far as it is aware of the same.
16. **No warranty or representation regarding Data:** the Reseller acknowledges and accepts that the Data are compiled from sources about which the Licensor may not have direct knowledge or control. Whilst the Licensor warrants that it has the necessary rights and permissions in relation to any third party data comprised within the Data and has used reasonable endeavours to verify the quality of the Data, the Licensor gives no warranty and makes no representation that the Data is complete, accurate, up-to-date, reliable or exhaustive, save that the Licensor warrants that its staff shall use reasonable skill and care in compiling and processing the Data. The Licensor furthermore makes no warranties or representations as to the suitability of the Data for the purposes for which the Reseller intended (or for any other particular use or purpose) or as to the value or utility of the Data. The Reseller acknowledges and accepts that the Data is used by it entirely at its own risk. Where the Data is delivered electronically, the Licensor shall use reasonable endeavours to ensure that the Data is free from viruses at the point of transmission and the Reseller shall be responsible for virus scanning the Data prior to receipt of the same. Should any Data supplied contain any error of which the Licensor is or becomes aware, the Licensor shall use its best endeavours to rectify such error as soon as reasonably practicable.
17. **Term:** the term of this Licence shall be [] years beginning on the date of this Licence (“Term”) unless terminated earlier in accordance with the provisions of this Licence.
18. In the event that the Reseller wishes to renew the Licence, the Reseller shall give the Licensor at least one month’s notice in writing and the parties shall meet to discuss in good faith the terms of any Licence renewal.
19. **Termination by either party:** either party may terminate this Licence by written notice to the other effective forthwith if:
- a. the other party 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 other party 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 Reseller 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 Reseller's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.
20. **Termination by the Licensor:** in addition to its rights under clause 18 above, the Licensor may terminate this Licence by written notice effective forthwith if:
- a. Any sum due from the Reseller under this Licence is unpaid for sixty days; or
 - b. The Reseller uses the Data (or it comes to the attention of the Licensor that the End-User is using or has used the Data) for any purpose not expressly permitted by this Licence.
21. **Termination by the Reseller:** in addition to its rights under clause 18 above, the Reseller may terminate this Licence at any time by serving at least [six] months' prior written notice upon the Licensor.
22. **Effect of termination or expiry:** on termination of this Licence for any reason:
- a. The Reseller will be entitled to licence (subject to the payment of royalties under clause 45) any Data which has been ordered prior to the date of termination, but will not otherwise be entitled to use the Data in any manner whatsoever;
 - b. the Reseller and its employees shall immediately cease to use the Data supplied or any interpretations based on it or any materials (whether in hardcopy or electronic form or otherwise) into which the Data is incorporated and shall, where possible, return to the Licensor (if so requested by the Licensor) or, where reasonably possible, destroy all Data in its possession, custody or control (including, for the avoidance of doubt, any back-up copies) and will on request provide a certificate signed by a duly authorised officer that it has complied with this clause. Notwithstanding the provisions of this clause 21, the Reseller may retain copies of all data supplied under this Licence solely for archival, audit and disaster recovery purposes for a period of up to 12 years from the date of termination of this Licence.
23. **Accrued rights:** any termination of this Licence shall not affect the rights and remedies of either party accrued prior to such termination.
24. **Confidentiality Obligations:** the Receiving Party shall not disclose any Confidential Information of the Disclosing Party 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 other otherwise than for the purposes of this Licence, without the prior written permission of the Disclosing Party or as required by law.

25. **Intellectual Property Rights:** the Reseller acknowledges and agrees that the Licensor is the owner of Database rights and/or copyright in the Data and that any Intellectual Property Rights and other proprietary rights in the Data or otherwise belonging to the Licensor shall remain the property of the Licensor and that the Reseller shall acquire no Intellectual Property Rights or other rights in the Data, whether by operation of this Licence or otherwise. The Reseller may not remove or amend any proprietary notice affixed or attached to the Data.
26. **Security and Monitoring:** the Reseller shall maintain such security as is necessary to ensure that it complies with its obligations under this Licence and that the Data and any materials incorporating or derived from the Data are kept secure. The Reseller will use its best endeavours to monitor usage of the Data to ensure compliance with this Licence and to ensure that the Data is not released or used in breach of this Licence.
27. **Third Party Infringement:** in the event that the Reseller becomes aware of any unauthorised use of the Data or Intellectual Property Rights in the Data, it will forthwith notify the Licensor in writing giving full particulars of such use and shall make no comment or admission to any third party in respect of such use (save as required by law). The Reseller shall, at the Licensor's request, give the Licensor full cooperation and all reasonable assistance in any action, claim or proceedings brought or threatened in connection with any such unauthorised use.
28. **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 Reseller and its employees to contact the Licensor. Where the Reseller is not subject to FOI then it will not allow access to or supply Data to such third party. If the Reseller 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 Licensor of the nature and extent of the proposed access or supply prior to any information being released.
29. **The Licensor's statutory obligations:** this Licence, and the Licensor's obligations under it, are subject to the Licensor's duties under the Coal Industry Act 1994, the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Inspire Directive 2007, the Re-use of Public Sector Information Regulations 2015 or any subsequent enactments, and the Licensor's other statutory and regulatory duties and obligations.
30. **Liability:** the Licensor's aggregate liability for any loss, damage, cost or other liability (including indirect or consequential loss) 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 shall be limited to one hundred and fifty per cent (150%) of the total amount of Royalties paid to the Licensor hereunder in the contract year in which the loss in question was suffered.

31. **No liability limitation where excluded by law:** nothing in this Licence shall exclude or limit either party's liability for death or personal injury, fraud or any other liability which cannot be excluded or limited by law.
32. **Indemnity:** each party ("**the Indemnifying Party**") hereby indemnifies the other party ("**the Indemnified Party**") against all claims actions losses and damages (together with all costs and expenses reasonably incurred) suffered and/or incurred by the Indemnified Party arising from any claim or action brought against the Indemnified Party by any third party (including the End-User where the Reseller is the Indemnifying Party) as a result of negligence by the Indemnifying Party. The Indemnifying Party's aggregate liability under this Licence, including the indemnity given in this clause, will not exceed one hundred and fifty per cent (150%) of the total amount of Royalties paid to the Licensor hereunder in the contract year in which the loss in question was suffered.
33. **Further acts:** the Reseller shall at the request of the Licensor do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in the Licensor's opinion to give full effect to this Licence and/or the End-User Licence and to vest in the Licensor the full benefit of the rights and benefits to be transferred to the Licensor under this Licence.
34. **Agency:** nothing in this Licence is intended to or shall make either party the agent or partner of the other.
35. **Entire Agreement:** this Licence sets out the entire agreement and understanding between the parties in connection with its subject matter. In particular, each party warrants and represents to the other that in entering into this Licence it has not relied upon any statement of fact or opinion made by the other or the other's officers, servants or agents which has not been included expressly in this Licence.
36. **Force Majeure:** neither party shall be liable to the other for any delay in or failure of performance of its obligations under this Licence arising from any cause beyond its reasonable control, including war, fire, explosion, civil commotion, flood, Act of God, governmental act, or industrial action.
37. **Assignment:** except to the extent necessary to exercise the rights granted under clause 1, the Reseller may not assign or in any other way make over to any third party its rights and/or obligations under this Licence, either in whole or in part, without the consent of the Licensor, such consent not to be unreasonably withheld or delayed, provided always that the Licensor shall be entitled to withhold consent in the event that the Licensor reasonably considers that the proposed transferee is not of at least equivalent financial standing as the Reseller was at the time this Licence was entered into .

38. **Third Party Rights:** a person who is not a party to this Licence shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent enactment to enforce any term of this Licence. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
39. **Waiver:** failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Licence or otherwise.
40. **Amendment:** this Licence may not be amended, modified, varied or supplemented except in writing upon mutual agreement by the parties and signed by a duly authorised officer of each party.
41. **Severance:** if any provision of this Licence is or becomes invalid or unenforceable it will be severed from the rest of this Licence so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Licence shall be rendered invalid, unenforceable or be otherwise affected.
42. **Notices:** any notice required or permitted to be given by either party to the other under this Licence shall be made in writing and addressed and posted or delivered by hand to that other party at its registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party giving notice. Any approval or consent required by the Licensor shall be given by the Director of Information and Services, or such other person from time to time nominated by the Chief Executive of the Licensor and any approval or consent (including audit statement pursuant to clause 13) required of the Reseller shall be given by the signatory to this Licence on behalf of the Reseller or such other person from time to time nominated by the Reseller.
43. **Reseller Employees:** the Reseller shall ensure that the terms of this Licence are brought to the attention of any of its employees and professional advisers having access to the Data pursuant to this Licence.
44. **Records and Audit Access:** the Reseller will permit the Licensor or its duly appointed representative upon reasonable notice to inspect the accounts of the Reseller and, subject to clause 23, to have access to all books, documents, papers and records, including computer records and databases kept by the Reseller in relation to this Licence in order to verify any statement provided by the Reseller to the Licensor under clause paragraph 3 of Schedule 3.
45. **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 and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts.

Payment provisions

46. Royalties in respect of this Licence shall be payable in accordance with the provisions set out in Schedule 3.
47. Payments shall be made by the Reseller to: **Finance Department, the Coal Authority, 200 Lichfield Lane, Mansfield, Notts, NG18 4RG**, within 30 days of the date of the relevant invoice. Any sums outstanding after 30 days shall bear interest, at the rate of 5% per annum above the Lloyds Bank PLC base lending rate, from the date of the invoice to the date of actual payment.

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Undertaking

The undersigned undertakes to observe the conditions of provision of the Data supplied by the Coal Authority as detailed above.

Agreed for and on behalf of [RESELLER NAME & ADDRESS]

Signed:

Name (Print):

Date:

Agreed for and on behalf of the Coal Authority

Signed:

Name (Print):

Date:

Annex 1

Definitions

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

"**Commercial**" or "**commercialise**" - means to produce, manufacture, market, stock, share, distribute, sell or exploit;

"**Confidential Information**" - means all information disclosed (whether in writing, orally, or by another means and whether directly or indirectly) by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of this Licence including the Data, the terms of this Licence and any information of the Disclosing Party relating to the Disclosing Party'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 Receiving Party at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Reseller by the Licensor prior to the date of this Licence;
- (c) Information which is subsequently disclosed to the Receiving Party by third parties having no obligations of confidentiality to the Disclosing Party; and
- (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 Receiving Party, 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 Licence.

"**Data**" - means Data set out in Schedule 1 and received by the Reseller from the Licensor pursuant to this Licence, any other information or data received by the Reseller from the Licensor pursuant to this Licence, and (where the context allows) any updates to the Data received by the Reseller, 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;

"Net Sales" – means the price invoiced by the Reseller for the supply or licence of Data to End-Users, excluding delivery charges and VAT provided that they are separately identified on the invoice, and that in the case of delivery charges, they are no more than is reasonable or customary in the markets in which the sale occurred. For this purpose, the price includes any sums paid or due to the Reseller from the End-User in consideration for access to or in connection with the supply of Data;

"Quarter" means any period of three months in any contract year commencing on either 1 October, 1 January, 1 April or 1 July, except that the first such period shall begin on the date of this Licence and the last such period shall end on the effective date of termination of this Licence;

"Royalties" - means royalties calculated in accordance with the provisions of Schedule 3;

"Term" – has the meaning given to it in clause 16 (Term);

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Schedule 1

Details of Data supplied

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Schedule 2

Purpose or purposes for use of Data

The Data is licensed to the Reseller under the terms of this Licence for the purpose of reselling/licensing to End-Users solely for their own internal business purposes (as set out and described in the relevant End-User Licence)

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Schedule 3

Royalties

1. In relation to each End-User Licence entered into by the Reseller pursuant to this Licence, the Reseller will pay a Royalty whether or not the Reseller has received payment for such End User Licence. No allowance will be made for any discounts or for any refunds or bad debts. This Royalty shall be [TBA].
2. Notwithstanding paragraph 1 above, no Royalty is payable by the Reseller to the Licensor where the Reseller is obliged to reimburse its End-User due to a defect in the Data and for which defect the Licensor is responsible under this Licence.
3. The Reseller shall submit a statement within 30 (thirty) days of the end of each Quarter setting out, in respect of that Quarter, the number of End-User Licences, the aggregate total Net Sales in respect of such End-user Licences and the amount owing and payable to the Licensor as royalty. The Licensor will submit an invoice for such royalty following receipt of such statement.
4. The Invoices will be paid by the Reseller in accordance with Clauses 45 and 46 of this Licence.
5. The Licensor may at any time give 60 days' notice of an increase in Royalties payable. The Licensor shall not give notice of an increase in Royalties more than once in any 12 month period. In the event that the Licensor and the Reseller cannot reach agreement on the further proposed increase then the Licensor may terminate this License on 60 days' notice, notwithstanding that the Term may not have expired.

Schedule 4

Data update frequency

1. A full date data cut will be provided on a weekly basis

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Schedule 5

End-User Licence

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