

Licence to reproduce North Lincolnshire Council copyright material

Core Licence Terms and Conditions Version 1 July 2005

Introduction

This licence explains how users throughout the world may reproduce North Lincolnshire Council copyright protected material. It closely follows the principles of UK Freedom of Information (FOI) legislation. Therefore, the Licence does not cover information for which an exemption from disclosure to the public under FOI could be claimed.

This Licence is an offer of Licence terms from North Lincolnshire Council and it explains:

- The policy for the reproduction of North Lincolnshire Council copyright protected material;
- Which material is covered by the Licence;
- How the arrangements will operate.

1. Purpose and Scope of this Licence

The main purpose of this Licence is to provide users with a fast system which lets you re-use a wide range of North Lincolnshire Council information that is subject to North Lincolnshire Council copyright protection.

2. Definitions

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| 2.1 | Application: | Your completed application. |
| 2.2 | End-User Licence: | a licence issued by publishers of electronic products and publications. It gives the terms under which users or subscribers may access the content of these products and publications. |
| 2.3 | Information Asset Register (IAR): | a list of information resources held by Departments of North Lincolnshire Council. |
| 2.4 | Licence: | this offer of terms and the completed Application. |

- 2.5 Material: information from Official Sources which is central to the core responsibilities of North Lincolnshire Council and is protected by North Lincolnshire Council copyright. It also includes material where the copyright has been assigned to North Lincolnshire Council.
- 2.6 North Lincolnshire Council: North Lincolnshire Council, including any department or service thereof, whose principal office is located at Pittwood House, Ashby Road, Scunthorpe, North Lincolnshire, DN16 1AB
- 2.7 Official Source: any publication, product or information service which has been made available to the public by or on behalf of North Lincolnshire Council. It also includes Material featured on departmental websites and unpublished datasets which are listed on the Information Asset Register.
- 2.8 Our, us and we: North Lincolnshire Council.
- 2.9 You: any person, organisation or company who wishes to reproduce the Material which is covered by this Licence.

3. How Can I Obtain a Licence?

- 3.1 Please read the terms of this Licence first. Then submit to North Lincolnshire Council in writing or via email your Application, specifying the Material you wish to reuse and how it will be reused, and including your name and address for correspondence. You may also have to pay a charge for the reuse of the Material, and if so, this should have been notified to you previously.
- 3.2 Once we have received your Application, if permission to reuse the Material is granted you will be notified of the start date of your Licence, and these Conditions will run from that date.

4. The Material Covered by this Licence

All Material may be reproduced under this Licence unless it is covered by paragraph 5.

5. Items Falling Outside the Scope of this Licence

- 5.1 Material which is covered by security classification, legal or policy restrictions. This includes personal identity documents such as driving licences and passports. Exempt information specified under Freedom of Information legislation is not covered by this Licence.
- 5.2 Material which includes personal information about named individuals.
- 5.3 Photographs and films held in photographic or film archives (including web based archives) which will continue to be covered by present licensing and supply arrangements.
- 5.4 Material where the re-used version must be approved by North Lincolnshire Council. This includes information on the North Lincolnshire Council website which can change frequently and where re-using out of date information could mislead the public. This will be made clear on the website. A list of these items that are out of the scope of this licence is available.
- 5.5 Computer programs and software.
- 5.6 Material where the copyright is not wholly owned by North Lincolnshire Council:
 - 5.6.1 works that contain a statement that the copyright is held jointly by North Lincolnshire Council and another individual organisation;
 - 5.6.2 works that contain a statement that the copyright is owned by an individual or organisation other than North Lincolnshire Council;
 - 5.6.3 where there is copyright in the typographical arrangement of published editions except where it is shown that the copyright rests with North Lincolnshire Council
- 5.7 Copyright material, including technical drawings and diagrams which relate to wider Intellectual Property Rights in patents, trademarks, design rights, registered design rights and inventions.

6. How the Material may be Reproduced

In this Licence, to *reproduce* includes the following non-exclusive rights throughout the world:

- 6.1 publishing the Material in any medium. This includes featuring the Material on websites which can be accessed via the world-wide web or via an internal electronic network or on an Intranet;
- 6.2 authorising users and subscribers, who use your electronic or digital products to access the Material by means of an end-User Licence. This will normally allow users and subscribers to download the material to screen and print of their own use. It does not otherwise allow you to authorise the reproduction of the Material;
- 6.3 translating the Material from the English, Gaelic or Welsh language into other languages, provided that the translations are accurate and made by a competent translator;
- 6.4 copying the Material for research or for private study;
- 6.5 converting to Braille and other formats for people who are visually impaired;
- 6.6 copying by libraries.

7. Supply of Material

In most cases you will be able to reproduce the Material from the Official Source as long as you are careful not to infringe the copyright of another party. You may reproduce the Material by whatever means you choose, including scanning, downloading from North Lincolnshire Council's website or by rekeying.

8. Charging Policy

You will be charged for the provision of the Material and granting of this Licence in accordance with any notification previously given to you of any charges calculated in accordance with the Charges Schedule.

9. Our Obligations

We aim to:

- 9.1 confirm receipt of the Application promptly;
- 9.2 quickly put right any difficulties or answer any queries which you may have;
- 9.3 handle all Licences in a way that is fair and consistent;
- 9.4 give you details of any changes to this Licence.

If you are dissatisfied with the standard of service you receive from us, you can make a formal complaint. We will deal with it by following our complaints procedure.

10. Your Obligations

You must:

- 10.1 give accurate information in your Application and let us know if any of these details change;
- 10.2 let us know if you cancel the Licence;
- 10.3 reproduce only Material which is covered by this Licence;
- 10.4 reproduce Material accurately from the current Official Source except where you make it clear that there is a more up to date version available;
- 10.5 identify the source of the Material and feature the following copyright statement if you publish the material:

North Lincolnshire Council copyright material is reproduced with the permission of North Lincolnshire Council.
- 10.6 not use the Material for the principal purpose of advertising or promoting a particular product or service, or in a way which could imply endorsement by North Lincolnshire Council or generally in a manner which is likely to mislead others;
- 10.7 not reproduce official imprints, departmental logos or badges, crests, medals and insignia;
- 10.8 allow us to inspect copies of any works which include the Material to check that you have kept to the terms of this Licence.

11. Changes to the Terms of this Licence

We have the right to change the terms of this Licence. Your existing Licence will be honoured for the time it has left to run, unless you wish to terminate it and take out a new Licence on the revised terms.

12. Termination

- 12.1 We both reserve the right to terminate this Licence if there is a material breach of any of the terms and the breach is not remedied within 60 days of notification of the nature of the breach.

12.2 You also have the right to terminate the Licence at any time by e-mail or in writing.

13. Assignment

You must not pass your rights under this Licence to anyone else.

14. Disclaimer

Your use of the Material under this Licence is entirely at your own risk. We make no warranty, representation or guarantee that the Material is error free.

15. Governing Law

This Licence is made under the laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.

14 July 2005