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## Aerial Photography and Height Data Supply (APHDS) Standard Form Contractor Licence

This Standard Form Contractor Licence (**Contractor Licence**) is made between:

[insert organisation name]  
of

[insert address]  
(the **Licensor**);

and

[insert organisation name]  
of

[insert address]  
(the **Contractor**);

### Background:

- A. The Licensor is licensed by the Supplier under the APHDS User Licence to use Licensed Data for its Licensed Use.
- B. This Standard Form Contractor Licence is entered into pursuant to Clause 2.7 of the APHDS User Licence and sets out the terms upon which the Licensor sub-licenses Licensed Data to the Contractor to enable the Contractor to provide Works on the Licensor's behalf.

## Agreed Terms:

### 1. Definitions & interpretations

1.1. The following definitions apply in this Contractor Licence:

<b>Expression</b>	<b>Meaning</b>
<b>APHDS User Licence</b>	means the licence between the Supplier and the Licensor;
<b>Commencement Date</b>	has the meaning given to it in Clause 2.1
<b>Data</b>	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material;
<b>IPR</b>	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 registrations of any of them;
<b>Licensed Data</b>	means particular Supplier Data that is both: <ul style="list-style-type: none"><li>(a) licensed by the Supplier to the Licensor under the APHDS User Licence; and</li><li>(b) either:<ul style="list-style-type: none"><li>(i) provided to the Contractor under Clause 5.5; or</li><li>(ii) which the Licensor notifies to the Contractor in writing is to be considered as Licensed Data for the purposes of Clause 5.5;</li></ul></li></ul>
<b>Licensed Use</b>	means the Licensor's permitted use of the Licensed Data under the APHDS User Licence;
<b>Login Details</b>	means the unique identifiers assigned to the Licensor when it entered into the APHDS User Licence enabling access to the On-Line Ordering Service;
<b>On-Line Ordering Service</b>	means the service accessed by entering the Licensor's Login Details where indicated on the Supplier's Website;

<b>Supplier</b>	means [insert name of Supplier];
<b>Supplier Data</b>	means Data (including Licensed Data) which the Supplier owns or which we license from a third party;
<b>Supplier Website</b>	means the website <a href="https://apgb.blueskymapshop.com">[https://apgb.blueskymapshop.com]</a> or such other website as the Supplier determines from time to time;
<b>Style Guide</b>	means the then current version of the style guide available on the Supplier's website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership;
<b>Term</b>	means the period specified in Clause 2.1;
<b>Third Party Contractor</b>	means a third party engaged and licensed by the Licensor pursuant to Clause 2.7.6 of the APHDS User Licence;
<b>Third Party Works</b>	means either: <ul style="list-style-type: none"><li>(a) a tender by a Third Party Contractor to supply goods or services to the Licensor; or</li><li>(b) the actual supply of goods or services to the Licensor by a Third Party Contractor;</li></ul>
<b>Updates</b>	means the updates, revisions and modifications to Licensed Data which the Supplier may provide (or provide access to) from time to time;
<b>Works</b>	means either: <ul style="list-style-type: none"><li>(a) a tender by the Contractor to supply goods or services to the Licensor; or</li><li>(b) the actual supply of goods or services to the Licensor by the Contractor.</li></ul>

1.1.1 In this Contractor Licence, unless the context otherwise requires:

1.1.2 words in the singular include the plural and vice versa;

1.1.3 references to: a) a Clause are to a clause of this Contractor Licence; b) a party are to a party to this Contractor Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

## 2. Commencement, Term and Termination

2.1. This Contractor Licence shall commence on the date on which the second party in time signs this Contractor Licence (**Commencement Date**), and shall, unless terminated earlier in accordance with Clause 6, expire upon the Contractor completing the provision of the Works, (such period being the **Term**).

## 3. Grant of sub-licence

3.1. In consideration of the Contractor providing the Works and the payment of £1 by the Contractor to the Licensor (receipt of which is hereby acknowledged), the Licensor hereby grants the Contractor, for the Term, a non-exclusive, non-transferrable, revocable sub-licence, to use the Licensed Data for the Licensor's (and not the Contractor's) Licensed Use solely for the purpose of providing the Works. The Licensor shall notify the Contractor in writing of the terms of the Licensor's Licensed Use prior to or at the same time as the commencement of this Contractor Licence.

3.2. The Contractor may not use the Licenced Data in any way or for any purpose other than as expressly set out in Clause 3.1.

3.3. Apart from the Contractor, no person, firm or organisation (including without limitation any group company or affiliate) is granted any rights under this Contractor Licence.

3.4. This Contractor Licence does not give the Contractor the right to sub-licence, distribute, sell or otherwise make available the Licensed Data to third parties, other than:

3.4.1. as permitted by Clauses 5.3 and 5.6; and

3.4.2. where the Contractor is making the Licensed Data available to a third party on behalf of the Licensor pursuant to the Contractor's appointment by the Licensor as a data management services provider and, for the avoidance of doubt, only in accordance with the Licensor's Licensed Use.

## 4. Obligations of Contractor

4.1. The Contractor shall:

- 4.1.1. not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;
- 4.1.2. use its best endeavours to use adequate technological and security measures the Supplier or the Licensor may reasonably recommend from time to time, to ensure that all Licensed Data, Login Details and any other similar information (such as user names and passwords) which the Licensor provides the Contractor and which the Contractor holds or is responsible for are secure from unauthorised use or access;
- 4.1.3. notify the Licensor and/or the Supplier as soon as it suspects any infringement of the Supplier's IPR or any unauthorised use of Login Details and any other similar information (such as user names and passwords) and give the Licensor and the Supplier all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
- 4.1.4. ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide.

## **5. Access to Licensed Data**

- 5.1. Nothing in this Contractor Licence shall oblige the Licensor to provide the Contractor with Licensed Data (including any part or Update thereof). If, at the Licensor's discretion, it does provide (or provide access to) such Licensed Data, it shall only provide such Licensed Data necessary for the Contractor to provide the Works and shall do so at a time, frequency and on a medium of the Licensor's choosing.
- 5.2. Prior to or upon the Contractor receiving Licensed Data (whether from the Licensor or a Third Party Contractor pursuant to Clause 5.3), the Licensor will inform the Contractor in writing of the scope of the Licensor's Licensed Use.
- 5.3. The Licensor shall have access to the On-line Ordering Service and, under the APHDS User Licence, shall be given Login Details which at its sole discretion to pass onto the Contractor. The Contractor, using such Login Details, shall be entitled to access the On-Line Ordering Service, and receive copies of the Licensed Data in a digital form, provided that the Contractor complies with its obligations in Clauses 4.1.2 and 4.1.3 above.
- 5.4. In giving the Login Details pursuant to Clause 5.3, the Licensor may share the Contractor's personal data, such as their name, address and email addressed collected at account registration, with Supplier for the purposes of

monitoring the Contractor's compliance with this Licence and otherwise use the Contractor's personal data in accordance with Supplier's privacy policy which may be found on the Supplier's website and to perform the Licensor's obligations under this licence, the APHDS Licence and as otherwise necessary for its legitimate interests. The Licensor is a controller independent from Supplier with respect to the Contractor's personal data and shall comply with its respective obligations under laws applicable to the privacy of the Contractor's personal data including the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the Data Protection Act 2018 (DPA 2018).

5.5. The Contractor shall be entitled to supply and receive copies of the Licensed Data in a digital form to and from Third Party Contractors provided that:

5.5.1. both the Contractor and the Third Party Contractor are licensed by the Licensor for the Licensed Data being supplied and/or received;

5.5.2. the Works and the Third Party Works shall each form part of a larger project or related series of works required by the Licensor;

5.5.3. the Contractor uses the copies of the Licensed Data supplied by the Third Party Contractor solely for the purpose of providing the Works to the Licensor as part of the Licensor's Licensed Use;

5.5.4. the use by the Contractor of the Licensed Data supplied by the Third Party Contractor shall be governed by this Contractor Licence;

5.5.5. the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to a Third Party Contractor; and

5.5.6. the Contractor shall, prior to supplying any Licensed Data to a Third Party Contractor, obtain written confirmation from the Licensor that:

5.5.6.1. the Third Party Contractor is licensed by the Licensor for the Licensed Data being supplied; and

5.5.6.2. the Works and the Third Party Works each form part of a larger project or related series of works required by the Licensor.

5.6. The Contractor shall be entitled to supply paper copies of the Licensed Data (to which it has access) (referred to in this Clause as **Paper Copies**) to any third party provided that the Contractor ensures that:

5.6.1. such third party is engaged to provide:

5.6.1.1. all or part of the Works;

- 5.6.1.2. part of a larger project (which also includes the Works); or
  - 5.6.1.3. works which, together with the Works, are part of a series of works required by the Licensor; and
  - 5.6.1.4. uses the Paper Copies solely for the purpose of providing 5.6.1.1, 5.6.1.2, or 5.6.1.3 above to the Licensor for its Licensed Use;
- 5.6.2. the Paper Copies supplied only cover an area that is proportionate to the amount of the Works that the third party is engaged to provide;
- 5.6.3. such third party is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
- 5.6.4. the Contractor recovers or procures the destruction of all such Paper Copies immediately upon
- 5.6.4.1. completion of the works provided by the third party as referred to in Clause 5.6.1; or
  - 5.6.4.2. expiry or termination of this Contractor Licence, whichever is the sooner, and the Contractor shall provide, at the Licensor's request, a sworn statement by a duly authorised person that it has complied with this Clause;
- 5.6.5. the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 5.6.6. the Paper Copies supplied by the Contractor are clearly marked in accordance with Clause 4.1.4 and contain a statement stipulating that the recipient is permitted to use the Paper Copies solely for the purpose of assisting them with the delivery to the Licensor of the works they are engaged to deliver (as referred to in Clause 5.6.1 above).

## **6. Termination**

- 6.1. Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party in writing.
- 6.2. This Contractor Licence will terminate automatically with immediate effect in the event that the APHDS User Licence is terminated or expires.

6.3. The Licensor will inform the Contractor of such termination as soon as practicable following such termination.

## **7. Effect of Termination or Expiry**

7.1. In the event of termination or expiry of this Contractor Licence:

- 7.1.1. the Contractor shall within 30 days of such termination or expiry destroy (or at the Supplier's or the Licensor's option return) all the Licensed Data in any media which it holds or for which it is responsible (including any Licensed Data embedded in any other material, and any Paper Copies) and provide, at the Supplier's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Licensed Data (or Login Details or similar details) other than in accordance with Clause 7.1.2;
- 7.1.2. subject to Clauses 7.2 and 7.3, the Contractor may retain Licensed Data in an archive following termination or expiry of this Contractor Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding the Contractor's use of such Licensed Data during the Term; and
- 7.1.3. the Contractor shall cease to be entitled to use any Login Details provided by Licensor in order to access the On-Line Ordering Service (or passwords or similar details provided in order to access any other on-line ordering service made available from time to time by the Supplier).

7.2. The Contractor's rights under Clause 7.1.2 are on condition that:

- 7.2.1. they do not apply to Licensed Data including third party IPR;
- 7.2.2. the Contractor shall not disclose Licensed Data retained under Clause 7.1.2 to any regulator or other third party except to the extent necessary for the relevant purpose and in paper or read-only electronic format only;
- 7.2.3. the Contractor must store such Licensed Data separately from any other Supplier Data which the Contractor holds;
- 7.2.4. subject to Clause 11, neither the Licensor nor the Supplier shall have any liability in respect of the Contractor's use of such Licensed Data following termination or expiry of this Contractor Licence; and
- 7.2.5. no archive rights shall be granted under Clause 7.1.2 if, on termination / expiry of this Contractor Licence:



- 7.2.5.1. the Contractor is in breach of the Contractor Licence;
- 7.2.5.2. the Contractor has ceased to carry on business;
- 7.2.5.3. the Contractor becomes insolvent, is threatened with insolvency, or has undergone a change of control of its business other than for the purpose of a bona fide internal group restructuring;

7.3. The Licensor and/or the Supplier may terminate the Contractor's right under Clause 7.1.2 at any time in the event that the Contractor:

- 7.3.1. uses or discloses the relevant Licensed Data other than strictly in accordance with this Clause 7; or
- 7.3.2. breaches any surviving term of this Contractor Licence, in which event the Contractor shall comply with an obligation equivalent to Clause 7.1.1 in respect of such Licensed Data.

7.4. Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 4.1.2, 4.1.3, 5.6.4, 6.2, 7, 9, 10, and 11 to 15) shall continue in full force and effect notwithstanding such termination or expiry.

## **8. Variation**

- 8.1. The Licensor shall be entitled to vary this Contractor Licence with immediate effect by giving notice in writing to the Contractor.
- 8.2. If the Contractor is not entitled to use specific Licensed Data as a result of the variation of this Contractor Licence in accordance with Clause 8.1, then this shall be treated as a termination in part in relation to that specific Licensed Data and the Contractor shall comply with an obligation equivalent to Clause 7.1.1 with respect to such Licensed Data.

## **9. Auditing**

- 9.1. Upon the Supplier's or the Licensor's written request, the Contractor shall provide written evidence of compliance with its obligations under this Contractor Licence.
- 9.2. The Contractor shall maintain accurate and complete records of its use of the Licensed Data. The Supplier and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the Contractor's compliance with this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its expense, make appropriate employees

and facilities available to provide the Supplier and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

9.3. The Contractor will comply with reasonable measures stipulated by the Supplier or the Licensor as a result of any audit.

## 10. Warranties

10.1. The Licensor and the Supplier exclude to the fullest extent permissible by law all express or implied warranties.

## 11. Liabilities

11.1. Nothing in this Contractor Licence shall exclude or limit either party's (or, if applicable, the Supplier's) liability for:

11.1.1. death or personal injury to the extent it results from its negligence, or that of its employees or agents; or

11.1.2. fraud or fraudulent misrepresentation.

11.2. The Contractor acknowledges that the Supplier shall have no liability whatsoever in respect of its use of the Licensed Data.

11.3. Subject to Clause 11.1, the Contractor will indemnify the Licensor against all and any loss, liability, costs (including without limitation legal costs), claims, damages or expenses for which the Licensor may become liable to the Supplier arising out of any breach by the Contractor of any of the provisions of this Contractor Licence or the use by the Contractor of the Licensed Data. Nothing in this Contractor Licence shall exclude or limit the Contractor's liability under this indemnity.

11.4. Subject to Clauses 11.1 and 11.3, the total aggregate liability of either party in respect of any loss or damage suffered by the other party and arising out of or in connection with this Contractor Licence, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed £..... **[NOTE - figure to be inserted by the APHDS User on a case by case basis. A useful starting point when considering the appropriate amount of the cap, is often the estimated total fees which will be payable under the Contractor Licence or, if the Contractor Licence is expected to run for several years, it may be more appropriate to cap liability at aggregate annual fees. If required, the APHDS User should of course take its own legal advice on this provision].**

## 12. Assignment, subcontracting and sublicensing

- 12.1. Except as agreed in writing by the Supplier, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this Contractor Licence.

## 13. Waiver

- 13.1. The waiver on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.
- 13.2. No delay in exercising any right under this Contractor Licence shall constitute a waiver of such right.

## 14. Contracts (Rights of Third Parties) Act 1999

- 14.1. Subject to Clause 14.2, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Contractor Licence.
- 14.2. The Supplier shall be entitled to the benefit of the terms of this Contractor Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

## 15. Governing Law and Jurisdiction

- 15.1. This Contractor Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

### Signing

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

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

**Signature**

**Signature**

**Name**

**Name**

**Title**

**Title**

**Date**

**Date**