

NON-COMMERCIAL INSPIRE LICENCE

Under INSPIRE Directive Article 17(8) of Directive 2007/2/EC (INSPIRE) Member States or their public authorities shall enable the institutions and bodies of the Community to gain access to Spatial data sets and services under harmonised conditions, and to exchange and use those data sets and services, for the purposes of public tasks that may have an impact on the environment;

The Intellectual Property is provided under the terms of this Licence and by exercising any rights to the Intellectual Property provided here; the user accepts and agrees to be bound by this Licence.

Definitions

In this Licence unless the context otherwise requires the following terms shall have the following meanings:

“European Community public tasks” means the development, implementation and monitoring of policies and related activities as defined by the EC Treaty and subsequent Community legislation;

“Intellectual Property” means the Spatial data and Spatial data sets Licensed and supplied by the Supplier. Which includes databases, utility models, trade marks, trade names, service marks, know-how, designs, drawings, algorithms, computer programs and confidential information;

“Institutions and bodies means:

- i) The Institutions set up under the EU and EC of the Community” Treaties;
- ii) Agencies set up under the EC Treaty; and
- iii) Agencies set up under the EU Treaty when their activity has a direct or indirect impact on the environment;

“Major Emergency” means any situation which may have an adverse impact on people, the environment or property and which may result in a call for assistance under the Mechanism contained in Article 3 of Council Decision 2007/779/EC, Euratom of 8 November 2007 establishing a Community Civil Protection Mechanism;

“Metadata” means structured information that describes, explains, locates, or otherwise makes it easier to retrieve, use, or manage an information source.

“Party/ies” means each either the Supplier or the User as appropriate;

“Public authority” means

- (i) any government or other public administration, including public advisory bodies, at national, regional or local level;
- (ii) any natural or legal person performing public administrative functions under national law, including specific duties, activities or services in relation to the environment; and
- (iii) any natural or legal person having public responsibilities or functions, or providing public services relating to the environment under the control of a body or person falling within (i) or (ii);

“Spatial data” means any data with a direct or indirect reference to a specific location or geographical area;

“Spatial data services” means the operations which may be performed, by invoking a computer application, on the spatial data contained in spatial data sets or on the related Metadata;

“Spatial data set” means an identifiable collection of spatial data;

“Supplier” means the public authority that provides access to the Intellectual Property under the terms of this Licence;

“Third party” means any natural or legal person other than a public authority; and

“User” means the institution or body of the Community that obtains the right to use the Intellectual Property under the terms of this Licence.

Unless the context otherwise requires, in this Licence:

- i) references to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments; and
- ii) this Licence shall be binding upon and shall continue for the benefit of the successors and assigns of the Supplier.

Intellectual Property

The Spatial data sets and services provided under this Licence are hereafter referred to as the Intellectual Property.

The Spatial data set(s) provided under this Licence equate to, include, or are components of the themes listed in Annexes I, II and III of Directive 2007/2/EC.

The Spatial data service(s) provided under this Licence are defined in Directive 2007/2/EC.

Grant of Licence

The Supplier grants the User a non-exclusive and non-transferable Licence to use the Intellectual Property according to the terms of Directive 2007/2/EC (INSPIRE) and Commission Regulation (EU) Number 268/2010 of 29th March 2010 (the Regulation).

Use for any purpose other than permitted by this Licence is expressly prohibited without the prior written permission of the Supplier, who in its sole discretion may deny such permission and/ or claim a separate additional charge for it.

Permitted Use

1. The Intellectual Property may be used for activities where the activity has, or may have, a direct or indirect impact on the environment and the purpose of those activities which lie within the European Community public task. This will include reporting within and between Institutions and bodies of the Community.

2. The Institutions or bodies of the Community may make the Intellectual Property available to;

- i) its contractors,
- ii) its grant holders, and
- iii) any other Public authority

who may only use it for the purpose for which it was supplied by the Institution or body of the Community in fulfilment of that institution or body’s public task as limited in paragraph 1.

3. In the situations listed in 2 i), ii) and iii) the Institution or body of the Community remains the responsible party and all the conditions are unaffected.

4. Public access may be allowed to the Intellectual Property, or any data or service derived from it.

Unauthorised Use

The User shall co-operate with the Supplier to prevent, stop and avoid any unauthorised use of the Intellectual Property.

Warranties

The Supplier warrants to the User that, to the best of its knowledge, it has the power and authority to grant the rights granted under this Licence, has no reason to believe that the use of the Intellectual Property could infringe any other entity's rights and is not aware of any claim alleging that such infringement exists. The Supplier does not warrant that the Intellectual Property will meet the requirements of the User, unless this is stated specifically or follows from national law. Neither does the Supplier warrant that its operation will be uninterrupted or error free.

Except as expressly provided in this Licence, there are no conditions, warranties or other terms binding on the Supplier with respect to the actions contemplated hereunder. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Licence, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

Security

The User shall maintain adequate security measures to protect the integrity and security of the Intellectual Property. The User shall notify the Supplier of any breach or suspected breach of such security measures.

Liability

The Intellectual Property is provided on an "as is" basis, without warranty of any kind, either expressed or implied, except as otherwise provided in this Licence. No oral or written advice given by the Supplier or its dealers, distributors, agents or employees creates a warranty or in any way increases the Supplier's liability.

It is the Users responsibility to ensure that the Intellectual Property is suitable for the User's intended purposes. The Supplier accepts no liability as to the fitness of the Intellectual Property supplied in meeting the Users needs and the Supplier excludes to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.

The Supplier shall not be liable for any direct or indirect damage arising out of reliance upon, use or inability to use the Intellectual Property.

The Supplier shall not be liable for any direct or indirect damage that may be caused by the transmission of a computer virus, worm or other such computer program.

This clause does not exclude liability of the Supplier where this is prescribed by national law.

Pricing and payment

The Licence is free of charge.

Period of Licence

This Licence shall remain in force until directed otherwise by the European Parliament.

Access and delivery

The Supplier shall ensure that the User obtains access to the Intellectual Property in a timely and efficient manner, according to the terms of Commission Regulation (EU) No 268/2010 and this Licence.

The Supplier undertakes to ensure that independent of the provisions agreed to for access, the User can obtain immediate access to the Intellectual Property without delay in Major Emergencies referred to in Article 6 of Council Decision of 8 November 2007 establishing a Community Civil Protection System.

Processing of personal data

The User undertakes to process personal data in accordance with Regulation 45/2001 of the European Parliament and of the European Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Institutions and bodies of the Community and on the free movement of such data (OJ L 8, 12 January 2001).

Assignment, sub-licensing and contracting

This Licence may not be assigned. The User has no rights to sub-license the Intellectual Property. Where the User contracts work which requires use of the Intellectual Property to another entity, the Intellectual Property may be supplied under the following conditions:

- The contractor shall be subject to the same obligations as the User under this Licence;
- The contractor shall not be given the power to grant rights to the Intellectual Property;
- The contractor shall not have any rights to use the Intellectual Property for purposes beyond the contract; and
- The contractor shall have no right to retain the Intellectual Property after the end of the contract or this Licence.

Force majeure

No Party shall be liable for failures or have the right to terminate this Licence for any delay or failure in performance under this Licence if such delay or failure is caused by force majeure.

In the event of non performance the non performing Party will inform the other Party. The non-performing Party shall inform the other Party in writing as soon as is practicable about the force majeure circumstances specifying the nature and extent of the circumstances. The non-performing Party has no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to commence its affected operations in order for it to perform its obligations.

Force majeure shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party so prevented or of any other party), act of God, war, riot, civil commotion, act of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

Conflict resolution

In the event of any dispute over the Licence, the Parties shall attempt to resolve the issue(s) by negotiations. The Parties agree to suspend the Licence until the dispute is resolved. Provided that such resolution is finalised within three (3) months of the date of notice of the issue having been sent by one Party to the other. In the event of the said issues not being resolved within three (3) months from the start of the negotiations, this Licence shall be governed by and construed in accordance with the law of the Republic of Ireland and each of the Parties agrees to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.