



Licence to reproduce Crown copyright material

Value Added Licence Terms and Conditions

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This Licence is dated

Date of final signature

and is between The Health and Safety Laboratory (HSL), of
Harpur Hill, Buxton, Derbyshire, SK17 9JN.

and xxxxxxxxxxxxxxxxxxxx, of
Address, Postcode.

1. Introduction

- 1.1. Material produced by officers or servants of the Crown, including employees of HSL, in the course of their duties is protected by Crown copyright. Copyright can also be assigned or transferred to the Crown. Her Majesty The Queen is the first owner of all Crown copyrights.
- 1.2. Her Majesty The Queen also owns the database rights in Crown-produced databases under the Copyright and Rights in Databases Regulations 1997 (SI 1997/3032).
- 1.3. The Controller of Her Majesty's Stationary Office (HMSO), as Queen's Printer of Acts of Parliament and Queen's Printer for Scotland, has been appointed by Her Majesty The Queen to control and administer Crown-owned copyrights and Crown database rights on Her behalf.
- 1.4. This Licence is provided by HSL under a Delegated Authority from The Controller and applies only to information protected by Crown copyright.

2. Definitions

In this Licence, the terms below have the following meanings:

Licence	This Licence including the schedules.
Crown copyright	As defined in the Copyright Designs and Patents Act 1988, the Copyright Act 1956 and the Copyright Act 1911.
HMSO	The Controller of Her Majesty's Stationery Office, as Queen's Printer and Queen's Printer for Scotland. The term also includes the organisation called Her Majesty's Stationery Office, which administers Crown copyright and Crown database rights on the Controller's behalf.
Product	Your product or products as set out in Schedule C.
Material	The information named in Schedule B produced by or for HSL, which is subject to Crown copyright protection.

Official source	Any publication, product or information service which has been made available to the public by or on behalf of a Department.
Our, us and we	The Health and Safety Laboratory, an Agency of the Health and Safety Executive (HSE).
Start date	As given in Schedule A.
You, your	The licensee named in Schedule A.
Forms	Your versions of the Material.
Official forms	Forms issued by government departments. These are part of the Material.
Standard layout	The design, layout, wording and typographical arrangement of the Material.

3. Grant

We are granting you the non-exclusive rights set out in Schedule A.

4. Period

This Licence is for the initial term given in Schedule A. It will continue after that term unless you or we end the Licence.

5. Your obligations

You have the following obligations under this Licence:

- to let us know if you wish to end the Licence;
- to reproduce the Material accurately from an Official source wherever possible;
- to let us know, in writing or by e-mail, of any change to your name, address or any other details relevant to this Licence;
- to make sure that in using the Material you keep to the terms of the Data Protection Act 1998;
- not to present out-of-date information as being current;
- not to 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 HSL or any government department, or generally in a manner which is likely to mislead others;
- to identify the source of the Material set out in Schedule A;
- to send us, if we ask for it, one complimentary copy of your Product;
- not to reproduce departmental logos without permission from HSL or the relevant department;

6. Payment details

These are given in Schedule A.

7. VAT

All payments will be subject to VAT at the appropriate rate.

8. Invoice and payment arrangements

For initial payments, we will send you an invoice for the amount that you are due to pay to us. Royalty payments are payable annually with a review date of December 31st.

You must pay all invoices or royalties due within 30 days of the invoice or annual review date. Your cheque should be made payable to **Health and Safety Laboratory** and crossed **a/c payee only**.

Send payment to: Finance Section
 Health and Safety Laboratory
 Harpur Hill
 Buxton
 Derbyshire SK17 9JN

We have the right to charge interest on any amounts that are not paid within the 30 days at a rate of 8% a month above the prevailing Bank of England base rate for the outstanding period.

9. Current material

We have the right to withdraw permission for the reuse of Material that becomes out of date during the period. We will tell you in writing and ask you to stop using and remove the obsolete Material from your Product by a given date.

10. Ending the licence

This Licence may be ended:

By you

You have the right to end this Licence at any time by giving 28 days' notice to us in writing or by e-mail.

By us

We have the right to end this Licence:

- after the end of the initial term by giving you 6 calendar months' notice in writing or by e-mail;
- at any time if you are wound up, declared bankrupt, placed in the hands of receivers or creditors or otherwise stop operating;
- at any time if there is a significant breach of the terms of this Licence and you do not put this right within 60 days of our telling you in writing or by e-mail.

11. Changes to the terms of this licence

The terms of this Licence may only be changed if you and we agree in writing or by e-mail. We will confirm any changes to the Licence, sending you an amended schedule.

12. Assignment

This Licence may not be assigned.

13. Disclaimer

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

14. 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.

Signed by:

Date

Name in block capitals

Job Title:

for the Health and Safety Laboratory

Signed by:

Date

Name in block capitals

Job title:

for **Company Name**

Schedule A

Licence number: xxxx - xxxx

Start date: Date of final signature

Licensee's name, address: Company Name
Address,
Address,
Town,
County,
Postcode.

Copyright statement:

© Crown copyright material is reproduced with the permission of the Controller of HMSO and Queen's Printer for Scotland.

Department: The Health and Safety Laboratory.

Grant: Under the terms of this licence, issued by the Health and Safety Laboratory under Delegated Authority from HMSO, the licensee is granted:

1. Access to video footage (details).
2. The non-exclusive worldwide right to reproduce and re-use this Material for the purposes of (details) according to Schedule C of this licence.
- 3.
4. .

Initial term: 5 years from the Start date.

Payment details: A one-off licence fee of £x,xxx + VAT will be payable to cover initial usage. HSL will issue an invoice within 30 days of the Start Date shown above, which will be payable according to the conditions in Clause 8.

Any further re-use, repeat showing or re-broadcast of the Material will incur further fees of £x,xxx + VAT per instance. These fees should be payable as Royalties, calculated on an annual basis with a review date of December 31st. Royalty payments should be made within 30 days of the review date according to the conditions in Clause 8.

Source

acknowledgment: video footage provided by the Health and Safety Laboratory.

Additional information: None.

Schedule B

Material:

xxx seconds of video footage of **subject matter** as identified by:

HSL test title:

Videotape number:

Video time code:

Charges applied:

For initial use of up to xxx seconds of footage: £12 per second for a 5-year licence period.

For subsequent re-use or re-broadcast of footage: £6 per second per instance.

Therefore assuming 20 re-use or re-broadcast instances:

$(£12 \times \text{xxx seconds}) + (£6 \times \text{xxx seconds}) \times 20 \text{ instances} = £\text{xxx} + \text{VAT}$.

Schedule C

Product:

Television programme entitled "**Title**" to be broadcast on **Channel** in **Month 20XX**.

This licence also covers subsequent repeat broadcasts of the programme or release through other media types including standard television, DVD or video release, Internet and online broadcast, Mobile device and other non-theatrical rights (initially up to 20 instances of re-use or rebroadcast).

Further re-use or broadcast will attract royalty fees, that should be reviewed annually, and payments made according to Clause 8 of this licence.