

THE MET OFFICE

LICENCE FOR THE SUPPLY OF DATA FOR NON-COMMERCIAL USE

The Licensee's attention is drawn in particular to the provisions of clauses 5 and 7.

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in these Terms and in the Licence Particulars.

"**Business Day**" shall mean a day other than a Saturday, Sunday or public holiday in England.

"**Commercial Benefit**" shall mean the receipt of any revenue or credit by the Licensee, excluding the receipt by the Licensee of a research grant, arising from the use by the Licensee of the Data.

"**Data**" shall mean the data specified in the Licence Particulars.

"**Insolvency Event**" shall mean in relation to the Licensee any of the following events:

(a) a meeting of the creditors of that person being held for an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement) being proposed by or in relation to that person;

(b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within 7 days) on the whole or a material part of the assets of that person;

(c) that person ceasing to carry on business, stops paying its debts as they fall due or being deemed to be unable to pay its debts;

(d) that person or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;

(e) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding up, bankruptcy or dissolution of that person; or

(f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

"**Intellectual Property Rights**" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Licence**" shall mean this licence consisting of the Licence Particulars and the Terms.

"**Licence Particulars**" shall mean the document entitled as such which contains the Met Office's confirmation of the terms of the Licence.

"**Licence Term**" shall mean the period for which the

Licence is granted as specified in the Licence Particulars commencing on the date upon which the Licence Particulars are signed by both the Met Office and the Licensee.

"**Licensee**" shall mean the person identified in the Licence Particulars.

"**Permitted Use**" shall mean the use which the Met Office shall permit the Licensee to make in respect of the Data as detailed in the Licence Particulars.

"**Purpose**" shall mean the purpose for which the Licensee wishes to secure a licence of the Data which is detailed in the Licence Particulars.

"**Terms**" shall mean these terms and conditions.

1.2. Headings in these conditions shall not affect their interpretation.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. References to a party or parties shall mean a party or parties to the Licence.

1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7. A reference to writing includes faxes and email.

2. Grant of Licence

2.1. The Met Office grants the Licensee a worldwide, non-exclusive, organisation-wide, non-transferable licence for the Licence Term to use, copy and adapt the Data solely for the Purpose, and to the extent permitted by the Permitted Use. No right or licence is granted by the Met Office to the Licensee except as expressly set out in this clause 2.

2.2. The Licence is granted on a free of charge basis.

2.3. If the Licensee wishes to renew the Licence, the Licensee shall submit a written request to the Met Office no less than 3 months prior to expiry of the Licence Term. The Licensee acknowledges and agrees that the Met Office's decision on whether to renew the Licence shall be at the Met Office's sole discretion.

2.4. Time shall not be of the essence in respect of the Data provided by the Met Office to the Licensee pursuant to this Licence.

2.5. If any of these Terms are inconsistent with any term set out in the Licence Particulars, the Licence Particulars shall prevail.

3. Intellectual Property Rights

3.1. All Intellectual Property Rights and all other

rights in the Data shall be owned by the Met Office (on behalf of the Crown) and its licensor(s). All Data licensed to the Licensee remains the property of the Met Office (on behalf of the Crown) and, if applicable, its licensor(s) and the Licensee's right to use the Data for the Permitted Use will not give it any ownership rights or other interest in any of the Data.

3.2. The Licensee agrees to take all reasonable steps to prevent any damage to or infringement of the Met Office's Intellectual Property Rights.

3.3. The Licensee shall make acknowledgement to the "Met Office" in any reproduction of data, publication of papers, reports, literature to customers, or presentations arising out of the use of the Data using the following acknowledgement:

"Data supplied by the Met Office"

3.4. The Licensee shall reproduce on any copy of the Data and accompanying documentation a Crown Copyright acknowledgement in the following form:

where the reproduction will be wholly within the UK:

"© Crown copyright [followed by year of first publication], the Met Office"

OR

where the reproduction will occur outside the UK:

"© British Crown copyright [followed by year of first publication], the Met Office"

3.5. The words "Met Office" and the Met Office device and logos are registered trade marks in the United Kingdom, the European Union, the United States of America and other countries. These trade marks are the property of the Secretary of State for Business, Innovation and Skills of the United Kingdom of Great Britain and Northern Ireland. The Licensee may not use any trade mark, service mark, logo, corporate or business name of the Met Office without the Met Office's prior consent in writing.

3.6. The Licensee shall ensure that the Data in its possession is secure and that adequate technological security measures are taken to ensure that the Data is not accessed or used by unauthorised persons. The Licensee shall notify the Met Office immediately if the Licensee becomes aware of any unauthorised use of the Data by anyone or of any actual or potential infringement of the Met Office's Intellectual Property Rights in the Data. The Licensee shall permit the Met Office at any time to check that the use of the Data is in accordance with the terms of this Licence.

3.7. Subject to the provisions of clause 3.1, ownership of the output resulting from the Licensee's use of the Data shall belong to the Licensee.

- 3.8. Save where the parties otherwise agree in writing, the Licensee grants to the Met Office a non-exclusive, perpetual, irrevocable, royalty-free and fully paid-up worldwide right and licence to produce, re-produce, copy, publish, develop, adapt, offer for sale, sell and/or distribute or otherwise use any Intellectual Property Rights created by the Licensee using the Data for Official Duties and/or for Non-Commercial Research Use for the full duration of such rights, such right and licence to include the right to sub-licence or otherwise transfer any and all of the aforesaid such rights to any third party. For the purposes of this clause 3.8, "Official Duties" means government funded activities, which an organisation is required to undertake for statutory or legal reasons or in support of governmental or intergovernmental requirements, which may include but is not limited to the area of aviation, defence or public safety and "Non-Commercial Research Use" has the meaning which is given in the Licence Particulars.
- 4. Licensee obligations and restrictions**
- 4.1. The Licensee shall:
- 4.1.1. only make use of the Data to the extent necessary for the Purpose and in accordance with the Permitted Use;
- 4.1.2. on request and within a reasonable time, supply an abstract of the description of the work to be undertaken, which shall include as a minimum the project title and a description of the work which the Licensee intends on carrying out using the Data (the "Work");
- 4.1.3. on request and within a reasonable time, provide the Met Office with an annual report on the results obtained using the Data. This report shall contain as a minimum; a description of the work undertaken and the results achieved in the previous year (or any part thereof) and a description of any future work plan;
- 4.1.4. provide to the Met Office, free of charge, a copy of any papers publishing the results of the Work **OR** where nothing is published, a summary of the use which was made of the Data and any conclusions or findings; and
- 4.1.5. allow the Met Office to inspect copies of any work which includes the Data to check that the Licensee has kept to the terms of the Licence.
- 4.2. The Licensee shall not:
- 4.2.1. distribute, licence, transfer, assign, sell or disclose to or otherwise forward the Data or any associated documents, software, documentation, or other information to any third party including subsidiary companies without the express prior written permission of the Met Office; or
- 4.2.2. use the Data to generate a Commercial Benefit; or
- 4.2.3. electronically transfer the Data over a network to a computer system that is not owned or controlled by the Licensee or otherwise transfer any rights to the Data
- without the express prior written permission of the Met Office; or
- 4.2.4. do anything that may bring the name of the Met Office into disrepute or which damages or dilutes the goodwill associated with the name and trade marks of the Met Office.
- 5. Warranties**
- 5.1. The Met Office warrants that:
- 5.1.1. it is authorised by the Controller of Her Majesty's Stationery Office and any relevant third party to grant licences for the exploitation of UK Crown Copyright works; and
- 5.1.2. to the best of its knowledge and belief, it is the owner of the Intellectual Property Rights in the Data or that it is duly licensed to use the Intellectual Property Rights in the Data.
- 5.2. The Licensee's use of the Data under this Licence is entirely at the Licensee's own risk. The Met Office makes no warranty, representation or guarantee that the Data is or will be error free.
- 5.3. The Met Office does not warrant that the Data will be fit for the Licensee's intended use and the Licensee is responsible for undertaking its own evaluation exercise before choosing to rely upon the content of the Data.
- 5.4. Other than the warranties expressly set out in these Terms and/or in the Licence Particulars, the Met Office excludes all warranties or representations (express or implied) including any in respect of the accuracy, compatibility, performance or fitness for purpose of the Data to the fullest extent permitted by applicable law.
- 6. Confidentiality**
- 6.1. Subject to the provisions of clauses 6.2 and 6.3, each party:
- 6.1.1. shall treat as strictly confidential and use solely for the purposes contemplated by the Licence all information, whether technical or commercial, obtained or received by it as a result of entering into or performing its obligations under the Licence and relating to the negotiations relating to, or the provisions or subject matter of, the Licence or the other party ("confidential information"); and
- 6.1.2. shall not, except with the prior written consent of the party from whom the confidential information was obtained publish or otherwise disclose to any person any confidential information.
- 6.2. Each party may disclose confidential information which would otherwise be subject to clause 6.1 if (but only to the extent that) it can demonstrate that:
- 6.2.1. such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law;
- 6.2.2. the confidential information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records)
- 6.2.3. the confidential information has come into the public domain other than through its fault or the fault of any person to whom the confidential information has been disclosed in accordance with clause 6.1.
- 6.3. Each party may for the purposes contemplated by the Licence disclose confidential information to the following persons or any of them, provided that it procures the compliance of each such person with confidentiality obligations which are no less onerous than those set out in this clause 6:
- 6.3.1. its professional advisers, auditors, bankers and insurers, acting as such; and
- 6.3.2. its directors, officers, senior employees, and permitted sub-contractors.
- 7. Limitation of liability - THE LICENSEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 7.1. This clause 7 sets out the entire financial liability of the Met Office (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Licensee in respect of:
- 7.1.1. any breach of the Licence including any deliberate personal repudiatory breach;
- 7.1.2. any use made by the Licensee of the Data or any part of it; and
- 7.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Licence.
- 7.2. Nothing in these Terms limits or excludes the liability of the Met Office:
- 7.2.1. for death or personal injury resulting from negligence; or
- 7.2.2. for any damage or liability incurred by the Licensee as a result of fraud or fraudulent misrepresentation by the Met Office; or
- 7.2.3. any other matter for which it would be illegal or unlawful for the Met Office to exclude or attempt to exclude its liability.
- 7.3. Subject to clause 7.2, the Met Office shall not have any liability to the Licensee (howsoever arising, including any liability in tort) under or in connection with the Licence for any:
- 7.3.1. loss of income or revenue;
- 7.3.2. loss of business;
- 7.3.3. loss of opportunity;
- 7.3.4. loss of profits or contracts;
- 7.3.5. loss of anticipated savings;
- 7.3.6. loss of data;
- 7.3.7. loss of or damage to reputation or goodwill;
- 7.3.8. wasted management and/or other staff and/or office time;
- in each case whether direct, indirect, special and/or consequential loss or damage; or

- 7.3.9. for any other indirect, consequential and/or special loss or damage.
- 7.4. Subject to clause 7.2, the Met Office's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Licence shall be limited to the sum of one thousand pounds (£1,000).
- 7.5. Subject to clause 7.6, the Licensee shall keep the Met Office fully and effectually indemnified against all actions, claims, proceedings, costs and/or damages, together with all legal costs or expenses that the Met Office may incur as a result of licensing with the Licensee, including but not limited to:
- 7.5.1. any other claim by a third party made against the Licensee resulting from the use or modification of the Data by the Licensee; or
- 7.5.2. the Licensee's negligent or unlawful acts or omissions, or its wilful misconduct; or
- 7.5.3. any breach by the Licensee of any of the terms of this Licence.
- 7.6. The indemnity in clause 7.5 shall not apply to the extent that the Met Office has contributed to its own loss or damage by its negligence, or unlawful acts or omissions, or its wilful misconduct.
- 7.7. The Licensee acknowledges and agrees that the Licence is granted to the Licensee on a free of charge basis having due regard to the exclusions, waivers and limitations set out in this clause 7 and in clause 5.
- 8. Termination**
- 8.1. Subject to prior termination under clause 8.2, 8.3 or 8.4 either party may terminate the Licence by giving to the other party not less than thirty (30) days' written notice.
- 8.2. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Licence without liability to the other immediately on giving notice to the other if the other party commits a material breach of any of the terms of the Licence and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.
- 8.3. Notwithstanding any other provision of this Licence, the Met Office reserves the right to refuse a Licence or terminate an existing Licence immediately on National Security grounds.
- 8.4. The Met Office may terminate the Licence without liability to the Licensee immediately on notice to the Licensee if:
- 8.4.1. the Licensee breaches the terms of the licence which is granted by the Met Office in clause 2;
- 8.4.2. the Licensee ceases or threatens to cease to carry on research and/or educational activities; or
- 8.4.3. the Licensee is subject to an Insolvency Event.
- 8.5. Upon termination of this Licence by the Met Office pursuant to clause 8.2, 8.3 or 8.4, the Licensee shall remain liable to pay any expenses the Met Office may have incurred or have agreed to incur in connection with this Licence.
- 8.6. On termination or expiry of the Licence (however arising):
- 8.6.1. the Licensee shall either return or destroy the Data and its accompanying documentation and shall erase all copies of the Data under his/her control and stored on any medium;
- 8.6.2. all rights granted to the Licensee under this Licence shall cease and the Licensee shall cease all activities authorised by this Licence; and
- 8.6.3. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 8.7. On termination of the Licence (however arising), the following clauses shall survive and continue in full force and effect; clause 3, clause 4, clause 5, clause 6, clause 7, clause 8, clause 9, clause 10, clause 13, clause 14, clause 15, clause 16, clause 18 and clause 20.
- 9. Freedom of Information**
- 9.1. The Licensee acknowledges that the Met Office is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Reuse of Public Sector Information Regulations 2005 (together the "Disclosure Legislation") and shall assist and co-operate with the Met Office to enable the Met Office to comply with the Disclosure Legislation and any requests which reference the Disclosure Legislation ("Requests").
- 9.2. The Licensee shall:
- 9.2.1. transfer each relevant Request to the Met Office as soon as practicable after receipt and in any event within five (5) days of receiving the relevant Request;
- 9.2.2. provide the Met Office with a copy of all information which is available to it in the form that the Met Office requires within five (5) days (or such other period as the Met Office may specify) of the Met Office requesting the relevant information; and
- 9.2.3. provide all necessary assistance requested by the Met Office to enable the Met Office to respond to a Request within the time periods set out in the Disclosure Legislation.
- 9.3. The Met Office shall be responsible for determining in its absolute discretion whether the information:
- 9.3.1. is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and
- 9.3.2. is to be disclosed in response to a Request,
- and in no event shall the Licensee respond directly to a Request unless it is expressly authorised to do so by the Met Office.
- 9.4. The Licensee acknowledges that the Met Office may be obliged under the Disclosure Legislation to disclose information:
- 9.4.1. without consulting with the Licensee; or
- 9.4.2. following consultation with the Licensee and having taken its views into account.
- 10. Data Protection**
- 10.1. The Licensee authorises the Met Office to retain and process personal data provided by the Licensee to the Met Office in connection with the grant of this Licence provided that the Met Office processes that personal data in accordance with the Data Protection Act 1998.
- 10.2. For the purposes of this clause 10, the term 'personal data' will have the meaning given to it in the Data Protection Act 1998.
- 11. Force majeure**
- 11.1. The Met Office shall have no liability to the Licensee under the Licence if it is prevented from, or delayed in performing, its obligations under the Licence or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control ("Force Majeure"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Met Office or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, sabotage, epidemics, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, significant power outages and/or IT failures, fire, flood, storm or default of suppliers or subcontractors.
- 11.2. Where delay has arisen due to Force Majeure, the date on which the Met Office's obligations are to be fulfilled shall be extended for a period of time equal to the time lost.
- 12. Variation**
- No variation of the Licence shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 13. Waiver**
- 13.1. A waiver of any right under the Licence is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Licence or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13.2. Unless specifically provided otherwise, rights arising under the Licence are cumulative and do not exclude rights provided by law.

14. Severance

- 14.1. If any provision of the Licence (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Licence, and the validity and enforceability of the other provisions of the Licence shall not be affected.
- 14.2. If a provision of the Licence (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Entire agreement

- 15.1. The Licence constitutes the entire understanding and agreement between the parties in connection with and about the subject matter of the Licence and supersedes all earlier and other understandings and agreements between the parties and all earlier representations by any party about such subject matter.
- 15.2. Each party warrants that they have not entered into the Licence in reliance upon any representation, warranty, promise, term, condition, obligation or statement which is not expressly set out in the Licence. If a party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Licence), the party to whom it is given hereby waives any rights or remedies which it may have in respect of it.
- 15.3. Nothing in this clause shall limit or exclude any liability for fraud.

16. Assignment

- 16.1. The Licensee shall not, without the prior written consent of the Met Office, assign the Licence or all or any of its rights or obligations under the Licence to any third parties.
- 16.2. The Met Office may at any time assign all or any part of its rights and benefits under the Licence to a third party.
- 16.3. Each party that has rights under the Licence is acting on its own behalf and not for the benefit of another person.

17. Relationship of the parties

Nothing in the Licence shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, either party the agent of the other for any purpose.

18. Rights of third parties

Except as expressly set out in the Licence, no person who is not a party to the Licence shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Licence.

19. Notices

- 19.1. Any notice (which term shall in this clause include any other communication) required to be given under the Licence or in connection with the matters contemplated

by it shall, except where otherwise specifically provided, be in writing in the English language.

- 19.2. Any notice to the Licensee and/or to the Met Office shall be addressed as set out in the Licence Particulars.
- 19.3. Notices may be:
- 19.3.1. personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address if it is delivered not later than 17.00 hours on a Business Day, or, if it is delivered later than 17.00 hours on a Business Day or at any time on a day which is not a Business Day, at 08.00 hours on the next Business Day; or
- 19.3.2. if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or
- 19.3.3. if from or to any place outside the United Kingdom, sent by pre-paid airmail, or by air courier in which case it shall be deemed to have been given seven Business Days after the date of posting in the case of airmail or two Business Days after delivery to the courier, in the case of air courier; or
- 19.3.4. sent by electronic mail, in which case, it shall be deemed to be given when received but any notice despatched by electronic mail after 17.00 hours on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 08.00 on the next Business Day; or
- 19.3.5. sent by fax, in which case it shall be deemed to have been given at the time of transmission.

20. Governing law and jurisdiction

- 20.1. The Licence, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 20.2. The parties irrevocably agree that the courts which are located in the United Kingdom shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Licence or its subject matter or formation (including non-contractual disputes or claims).