



## Licence to reproduce Crown copyright material

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\* Delete as appropriate



This Licence is dated *Date of final signature*

and is between *The Controller of Her Majesty’s Stationery Office (HMSO), as Queen’s Printer and Queen’s Printer for Scotland, of St Clements House, 2-16 Colegate, Norwich NR3 1BQ*

and *Name and address of licensee*

**1. Introduction**

- 1.1. Material produced by officers or servants of the Crown 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, 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 applies only to information protected by Crown copyright.

**2. Definitions**

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

☐ All Licences:

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.
Department	The department or departments named in Schedule A with policy responsibility for the Material.
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.
Material	The information produced by or for the department named in Schedule B, 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	HMSO
Product	Your product or products as set out in Schedule C.
Start date	As given in Schedule A.



\* Delete as appropriate



You, your	The licensee named in Schedule A.
<b>❑ Specific to Royalty licences</b>	
Accounting period	As set out in Schedule A.
Sales income	The money you receive from the sale or supply of your Product (not including VAT).
Statement	A statement of the Sales income and the royalty payable to us for each Accounting period.
<b>❑ Specific to Electronic licences</b>	
End-users	Users and subscribers who access electronic or digital versions of the Products.
End-user licence	A document which sets out how End-users may access the content of electronic versions of the Product.
<b>❑ Specific to Forms licences</b>	
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:

#### ❑ All Licences:

- 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;



\* Delete as appropriate



- 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 any government department, or generally in a manner which is likely to mislead others;
  - to send us, if we ask for it, one complimentary copy of your Product; \*
  - to identify the source of the Material set out in Schedule A; \*
  - to feature the copyright statement set out in Schedule A; \*
  - not to reproduce the Royal Arms unless they form an integral part of the Material and you are reproducing them in that context; \*
  - not to reproduce departmental logos without permission from the relevant department; \*
- ❑ **Specific to Royalty licences Note ②**
- to keep full and accurate records of the sales of your Product;
- ❑ **Specific to Electronic licences**
- to provide us with a free End-user licence authorising us to load your Product onto our computer system;
  - to send us, if we ask for it, a copy of your standard End-user licence;
- ❑ **Specific to Certificate licences**
- to ensure that any living relatives of people referred to in your product have no objections to the reproduction of the Material;
  - not to reproduce the Material as part of the cover of your Product.
- ❑ **Specific to Forms licences**
- to make sure that your Forms keep to the same standard layout as the Official forms. Before you reproduce the Official forms marked with an asterisk at Schedule B, you will first need to have written approval from the Department. Contact details are in Schedule B;
- ❑ **Specific to Translation licences**
- to translate the text of the Material accurately and in a style which is in keeping with the original text;

## 6. Payment details Note ①

These are given in Schedule A.

## 7. VAT Note ①

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



\* Delete as appropriate



## 8. Invoice and payment arrangements Note ①

We will send you an invoice for the amount that you are due to pay to us.

You must pay all invoices within 28 days of the invoice date. Make your cheques payable to *The National Archives* and send them to

Receipts Team – OPSI  
Finance Department  
The National Archives  
Kew  
Richmond  
Surrey TW9 4DU

We have the right to charge interest on any amounts that are not paid within the 28 days at a rate of 2% a month above the minimum-lending rate.

## 9. Statements Note ②

You must send us a Statement within 90 days of the end of each Accounting period so that we can calculate the payment due.

## 10. Inspection of accounts Note ②

We, or our representative, may inspect your records for Sales income and royalties payable to us.

These inspections will take place at your premises during your normal business hours. We shall give you reasonable notice of our wish to inspect your accounts, either in writing or by e-mail.

## 11. Forms and formats of delivery Note ③

The Department has the right to change the format in which any updates of the Material are supplied.

## 12. 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 remove the obsolete Material from your Product by a given date.

## 13. 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;



\* Delete as appropriate



- 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.

**14. Consequences of the licence ending Note ④**

Ending this Licence shall not affect:

- the rights of any End-user who has been granted an End-user licence; \*
- our right to payments under this Licence; \*
- our right to Statements under this Licence. \*

**15. 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.

**16. Assignment**

This Licence may not be assigned.

**17. 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.

**18. 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.\*

This Licence is made under the laws of Scotland and comes under the exclusive jurisdiction of the Scottish courts. \*

This Licence is made under the laws of Northern Ireland and comes under the exclusive jurisdiction of the Northern Irish courts. \*

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Name in block capitals  
for the Controller of Her Majesty’s Stationery Office and the Queen’s Printer for Scotland

Signed by \_\_\_\_\_ Date \_\_\_\_\_

Name in block capitals

Job title

for Name and address of licensee



\* Delete as appropriate



**Schedule A**

**Licence number:**

**Start date**

Date of final signature

**Licensee's name, address**

Name and address of licensee

**Accounting periods** Note ②

The first Accounting period will run from the start date until ..... (inclusive). After that, the Accounting periods will be from ..... to ..... (inclusive).

**Copyright statement** \*

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

**Department**

**Grant**

**Initial term**

*[insert number - default will be 5] year(s) from the Start date.*

**Payment details** Note ①

*Royalty based licences: formula for calculating royalties payable*

*One-off or annual fee based licences: amount payable and when it will be invoiced*

**Source acknowledgment** \*

*Insert text as required. Default will be [insert name of Material] produced by [insert name of Department].*

**Additional information**



\* Delete as appropriate



**Schedule B**

**Material**

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**Product**

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\* Delete as appropriate



Date of final signature

Name and address of licensee

Note ①

Note ②

Note ③

Note ④

Date Licence signed off by HMSO  
representative

Details of individual/organisation responsible  
for adherence to licence terms

This clause will only be included in licences  
for which there will be a licence fee payable

This clause only applies to Royalty licences  
and will be deleted from other licences

This clause only applies to Nutrient Databank  
licences and will be deleted from other  
licences

This clause only applies to licences involving  
End-users and/or payments only



\* Delete as appropriate