

DIGITAL 5

This form is for existing customers who license Intellectual Property (IP) using form DIGITAL 1

**LAND & PROPERTY SERVICES (LPS)
SUB-LICENCE TO *TEMPORARILY TRANSFER
LPS IP BY A LICENSEE TO A SUB-LICENSEE**



**Land &
Property
Services®**

Please complete this form with the Sub-Licensee and copy to LPS when temporarily transferring the IP.

(Drafting Note: This should be completed before issuing.)

LICENSEE
Block Capitals

SUB-LICENSEE
Block Capitals

Name:

Name:

Address:

Address:

.....

.....

Post Code

Post Code.....

Tel No: Fax No:

Tel No: Fax No:

The Licensee is hereby authorised to *temporarily transfer LPS IP (as detailed below) to the Sub-Licensee named above, subject to the terms and conditions set out in the LPS Digital Data Licence (the "Licence") and this Sub-Licence duly signed.

Signed
John Wilkinson
Chief Executive

on behalf of Land & Property Services, an executive agency within the Department of Finance and Personnel, whose principal office for the purpose of this Sub-Licence is Colby House, Stranmillis Court, Malone Lower, Belfast. BT9 5BJ.

LPS IP to be *temporarily transferred to the Sub-Licensee (the "IP"):

(Drafting note: - List data here by scale and format, specify files.)

End of list.

1. CONDITIONS OF SUB-LICENCE

1.1 This Sub-Licence is issued on behalf of the Chief Executive of LPS and should be read in conjunction with the “Licence”. For the avoidance of doubt, the Sub-Licence is granted solely for the following purpose, namely

[.....].

1.2 Subject to Clause 1.1, this Sub-Licence incorporates in full the terms and conditions of the “Licence” and references to the Licensee in the “Licence” shall be read as if they are references to the Sub-Licensee pursuant to which (but without limitation) LPS shall be able to protect and enforce its Intellectual Property Rights save where the “Licence” is inconsistent with this Sub-Licence, in which case the terms of this Sub-Licence shall prevail.

1.3 The words and phrases defined in the “Licence” shall have the same meaning in this Sub-Licence.

2. THE INTELLECTUAL PROPERTY

This Sub-Licence only authorises the temporary licensing of the IP to the Sub-Licensee named above in accordance with the “Licence”.

3. USE OF THE INTELLECTUAL PROPERTY

The Sub-Licensee, subject to the conditions of this Sub-Licence, may use the IP for the purposes set out in Clause 1.1 above to assist in the execution of the Licensee’s business as defined in the previously agreed form Digital 1.

4. LIMITATIONS

4.1 The Sub-Licensee may not:

4.1.1 sell or distribute or otherwise or use or transfer or otherwise process the IP save as set out herein; and

4.1.2 make hard or screen copies of or manipulate or otherwise use the IP other than for the purposes set out in this Sub-Licence.

5. HARD COPIES

5.1 All hard copies produced must carry an acknowledgement as follows:

“This material is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority from the Controller of Her Majesty’s Stationery Office, © Crown copyright and database right [insert year].”

Where the reproduction is not solely confined to Land & Property Services material the words “Based upon” should be inserted after “This material is” and before the words “Crown Copyright” in the acknowledgement.

The note “© Crown Copyright and Database Right” will be sufficient for a finished reproduction of less than 200 sq. centimetres.

5.2 The Licensee must make a return to LPS on the number and size of all hard copies produced pursuant to the Sub-Licence.

6. ON COMPLETION OF WORK

6.1 All of the IP, to which this Sub-Licence refers, must be returned to the Licensee by the Sub-Licensee on termination of this Sub-Licence for whatever reason.

6.2 All of the IP must be completely erased from the database of the Sub-Licensee.

6.3 Any hard and screen copies produced from the IP by the Sub-Licensee must be returned to the Licensee.

6.4 Any security copies made of the IP will be held by the Licensee only.

7. INSPECTION BY LPS STAFF

The Licensee and the Sub-Licensee shall at any reasonable time grant to an accredited representative of LPS facilities for checking the observance of the terms and conditions of this Sub-Licence.

8. RIGHTS OF LPS

8.1 The parties to this Sub-licence must obtain the written consent of LPS before they may, by agreement, vary this Contract so as to vary or extinguish LPS right under Clauses 1.2 and 7 hereof to enforce the terms of the “Licence” against the Sub-Licensee. This requirement applies (without limitation) in the circumstances set out in Section 2(1) (a) to (c) of the Contracts (Rights of Third Parties) Act 1999).

8.2 LPS will inform the Licensee before it may bring proceedings to enforce the terms of Clauses 1.2 and 7.

8.3 If LPS brings proceedings to enforce the terms of Clauses 1.2 or 7, the Sub-Licensee shall only have available to it by way of defence a matter that would have been available by way of defence if LPS had been a party to the agreement.

Signed on behalf of the Licensee:

Signed on behalf of the Sub-Licensee:

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date:

*** “Temporarily” means for a maximum period of six (6) months, from the date of this Sub-Licence. This period can only be extended by written agreement between LPS and the Licensee.**