



To whom it may concern,

**Re: Agreement for licence of data to Natural England**

Thank you for offering Natural England the use of your evidence and supporting information (the “**Data**”) for inclusion in the Priority Habitats Inventory (PHI).

**Background**

Natural England is an Executive Non-Departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Its purpose is to protect and improve England’s natural environment and encourage people to enjoy and get involved in their surroundings (as further described in section 2 of the Natural Environment and Rural Communities Act 2006 – the “**General Purpose**”).

PHI is a spatial dataset that describes the geographic extent and location of priority habitats in England (the “**Project**”).

Natural England want to ensure that our use of the Data is licensed appropriately and the scope of our intended use is clear at the outset. This letter sets out the terms of use that are applicable to your provision of the Data to us and our subsequent use of the Data and any works that we create using the Data.

**Licence**

In consideration of each party’s obligations pursuant to this letter and by providing the Data to Natural England, you hereby grant to Natural England a non-exclusive, transferable, irrevocable and perpetual licence to use the Data (including any intellectual property rights in the Data) in relation to the Project and for the General Purpose.

Natural England may (or may engage a third party on its behalf to) make modifications, corrections, alterations, adaptations or improvements to the Data or create data that is derived from or comprises such Data (“**Derivative Works**”).

You acknowledge and agree that Natural England shall retain ownership of all intellectual property rights in the Derivative Works from the time that such rights arise. Except as expressly set out in this letter, neither party shall acquire any right, title or interest in or to the intellectual property rights of the other party.

Notwithstanding the provisions of any other terms, Natural England shall be permitted to use, publish and make available the Derivative Works and such Data as required in relation to the Project and the General Purpose. Such rights shall include, but not be limited to, publication of such Derivative Works and/or associated Data under an Open Government Licence, and sharing with and use of the Derivative Works and/or associated Data by third parties engaged by Natural England in relation to the Project and the General Purpose.

You hereby warrant and represent that you have all required rights, powers and authority in order to grant to Natural England the rights to use the Data in accordance with the terms of this letter and that the rights are not subject to any claims, proceedings, challenges or litigation in relation to their ownership or validity.

**Entire Agreement**

You and Natural England both agree that this letter constitutes the entire agreement between us and supersedes all previous agreements, understandings and arrangements between us, whether in writing or oral in respect of its subject matter. In the event of inconsistency between any of the provisions of this letter and the provisions of any other document including your own terms and conditions or any digital terms of use, when and howsoever they are introduced, the provisions of this letter shall prevail.

**Law and Jurisdiction**

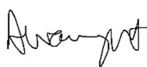
Any dispute or claim arising out of, or in connection with the subject matter or formation of this letter agreement (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims).

**Acknowledgement**

Please sign and return a copy of this letter to acknowledge your agreement of the terms of use of the Data.

Yours faithfully

Signature   
For and on behalf of Natural England

I confirm that I am authorised to provide the Data as detailed and agree to the terms of this letter as set out above with effect from the date of issue:

Signed by:

Signature .....

Name .....

Date .....