



## MANDATE TERMS AND CONDITIONS

### Introduction

Under this Mandate you are authorising HMSO to license the re-use of certain Material under the Click-Use Licence. You should ensure that you are the legal owner of the Material that you authorise us to license on your behalf.

### 1. Definitions

- |     |                   |  |
|-----|-------------------|--|
| 1.1 | HMSO              | the Controller of HMSO and the Queen's Printer for Scotland. The term also includes Her Majesty's Stationery Office and the Office of the Queen's Printer for Scotland. HMSO operates from within the Office of Public Sector Information. |
| 1.2 | Click-Use Licence | the on-line licence that allows the re-use of a range of public sector information.  |
| 1.3 | Licensed Rights   | the non-exclusive right to authorise the re-use of the Material under the terms of the Click-Use Licence.  |
| 1.4 | Licensees         | Click-Use Licence holders.   |
| 1.5 | Mandate           | this mandate document including the schedule.  |
| 1.6 | Material          | The information that you are authorising us to license on your behalf under the terms of the Click-Use Licence. Details of this information must be published on your website.   |
| 1.7 | Our, us, we       | HMSO   |
| 1.8 | You               | the public sector organisation that is mandating us to license the re-use of the Material.   |

## **2. Grant**

As the legal copyright holder you authorise us to license the re-use of the Material under the Click-Use Licence.

## **3. Your obligations**

- To publish details of the Material on your website with a link back to the Click-Use Licence website at [www.opsi.gov.uk/click-use/index.htm](http://www.opsi.gov.uk/click-use/index.htm).
- To let us know the full address of the page on your website on which details of the Material will be published and to let us know if it changes.
- To let us know about any changes relating to the Mandate details.
- To let us know if you want to cancel the Mandate.
- To ensure that the Material does not infringe any third party copyright and database rights.

## **4. Our obligations**

- To license your Material under the Click-Use Licence in a way that is fair and consistent.
- To give you details of any changes to the Click-Use Licence.
- To let you know if the address of the Click-Use Licence website changes.
- To amend our website accordingly if you tell us about any changes to the Mandate details or if you decide to end your Mandate.
- To notify Licensees if you end your Mandate.

## **5. Ending your Mandate**

This Mandate may be ended:

### **By you**

5.1 You have the right to end this Mandate at any time by giving us seven working days' notice in writing or by email. This is subject to existing licence holders being able to re-use the Material covered by your Mandate for the remaining term of their Click-Use Licence.

**By us**

5.2 We have the right to end this Mandate by giving you six calendar months' notice in writing or by email.

**6. Action on receipt notice of termination**

On receipt of your notice of termination we will send you an acknowledgment and publish a notice on our web site to the effect that the Material is no longer available for re-use under the Click-Use Licence. We will aim to do this within seven working days of receiving your notice of termination. Existing licence holders will be able to re-use the Material for the remaining term of their Click-Use Licence.

**7. Infringements**

7.1 If it comes to our attention that any Licensee is using the Material outside the scope of the Click-Use Licence we shall provide you with details.

7.2 Mandating us to license the Material under the Click-Use Licence does not:

- Prevent you from taking action to protect your copyright or database rights; or
- Give us the right to take action against an infringement on your behalf.

**8. Governing Law**

This Mandate is made under the laws of England and Wales and comes under the exclusive jurisdiction of the courts of England and Wales.

If you are a Scottish public authority (within the meaning of Section 126(1) of the Scotland Act 1998) the laws of Scotland shall apply, and this Mandate will come under the exclusive jurisdiction of the Scottish courts.

If you are a Northern Irish Public Sector Organisation, the laws of Northern Ireland apply, and this Mandate will come under the exclusive jurisdiction of the Northern Irish courts.

Signature: .....

Signed by: .....

Position: .....

Date: .....

## Schedule A

<b>Organisation</b>	
<b>Contact name</b>	
<b>Contact position</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>email</b>	
<b>Website address where details of the information can be found</b>	