

LOCAL AUTHORITY OCW LICENCE (V.4)

LOCAL AUTHORITY LICENCE AGREEMENT

This licence agreement (**Agreement**) is a legal agreement between you (**Licensee or you**) and Children's Workforce Development Council of 2nd Floor, City Exchange, 11 Albion Street, Leeds LS1 5ES (**Licensor or we**) for the Children's Workforce Framework Package (**Package**).

The Package is any material provided to you or legitimately accessed by you relating to our One Children's Workforce system and may include, but is not limited to, software (**Software**), documentation, the children's trust self assessment tool, the Framework, reports produced by use of the Package, presentational material, online information, access to and information on a website (**Site**) currently at <http://onechildrensworkforce.cwdcouncil.org.uk/>, images, illustrations, methodologies, video footage, trade marks, and get-up. The **Framework** means the One Children's Workforce framework and covers its design, wording and associated perspectives and descriptors, including by way of example, the rainbow design, the words used in and below the rainbow and the detailed wording used in connection with each of the rainbow headings. By proceeding to utilise the Package, or to download any element of the Package, you agree to the terms of this Agreement which will bind you, your employees and any other person you permit to have access to the Package. If you do not agree to the terms of this Agreement, we are unwilling to license the Package to you and you must immediately discontinue any use and return any parts of the Package in your possession to us.

All intellectual property rights, including copyright and trade marks, subsisting in or used in connection with the Package are owned by Children's Workforce Development Council or its licensors.

1 **Your Identity**

1.1 You warrant that you are a Local Authority wishing to make genuine use of the Package.

2 Licence

- 2.1 In consideration of your agreement to the terms of this Agreement and your payment of any agreed licence fee, we grant you a non-exclusive, non-transferable licence to use the Package in accordance with the terms of this Agreement.
- 2.2 You may give permission in writing to any Permitted User to do any of the acts which you are permitted to do under this Agreement. A Permitted User shall be someone selected by you as being a children's trust partner or other reputable person or organisation who works with you in connection with children or people with families. You shall be responsible for ensuring any Permitted User uses the Package within the scope permitted under this Agreement and you acknowledge that you will be responsible for any breaches by a Permitted User. You must notify us immediately if you become aware of any such breaches.

3 Permitted use

- 3.1 Subject to clause 4, you may, solely for the purposes of work in connection with children or people with families:
 - 3.1.1 use the information and guidance in the Package;
 - 3.1.2 download and use material and graphics from the Site;
 - 3.1.3 download, install and use the Software on any personal computer owned and controlled by you (or by a Permitted User);
 - 3.1.4 print material from the Site;
 - 3.1.5 publish or distribute material downloaded or printed (including, for example, in documentation, presentations or reports);
 - 3.1.6 make any use for your internal purposes (or for those of a Permitted User) of the Package including the children's trust self assessment tool and the final report generated by the tool;
 - 3.1.7 use the Package for purposes for which we have given you (or a Permitted User) express written permission.

4 Prohibited Use

- 4.1 You may not use any part of the Package for any purpose otherwise than as expressly permitted in clause 3 of this Agreement.
- 4.2 You may not (nor may you permit others to) do the following:
 - 4.2.1 sub-license, assign, rent, lease or loan any part of the Package

- except to a Permitted User under the express terms of this Agreement;
- 4.2.2 claim to be the creator of the Package or to own the rights in the Package;
 - 4.2.3 except purely for your internal purposes (or those of a Permitted User) or except where such acts are clearly permitted by express permissions on the Site, make alterations to, or modifications of, the whole or any part of the Package, nor permit the Package or any part of it to be combined with, or become incorporated in, any other material;
 - 4.2.4 change the wording of the Framework or amend the Framework in any other way;
 - 4.2.5 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Package;
 - 4.2.6 use any part of the Package in a way that is illegal or objectionable;
 - 4.2.7 copy or replicate any parts of the Package except where such copying is expressly permitted by clause 3 or is incidental to normal use of the Software or the Site;
 - 4.2.8 disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such act;
 - 4.2.9 use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;
 - 4.2.10 publish or distribute any part of the Package except to the extent it is clearly labelled with the following notice: "Copyright owned by the Children's Workforce Development Council", or similar notice previously applied by us.

5 Passwords

- 5.1 Where appropriate, to access online information you may be issued with user ids and passwords or other codes (**ID**) for you or for use by your current employees or Permitted Users . Any ID is personal to you. The ID may be shared between your current employees and Permitted Users but must not otherwise be shared with any person outside your organisation.

- 5.2 If an ID allocated to you is shared outside the terms of this Agreement, or another misuse of the ID is identified, we have the right to terminate this licence without notice.
- 5.3 You shall be responsible for ensuring that any employee of yours or any Permitted User, who has access to an ID, agrees to comply with the terms of this Agreement and agrees not to make use of that ID once they leave your employment or cease to be a Permitted User.

6 Intellectual property rights

- 6.1 You acknowledge that all intellectual property rights in the Package anywhere in the world belong to the Licensor (or its licensors), that rights in the Package are licensed (not sold) to you, and that you have no rights in, or to, the Package other than the right to use it in accordance with the terms of this Agreement.
- 6.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 6.3 Where the integrity of the Software has been protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Software are not misappropriated, you must not attempt in any way to remove or circumvent this TPM, nor have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of this TPM.

7 Liability and Indemnity

- 7.1 Nothing in this agreement shall exclude or in any way limit the licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.
- 7.2 The licensor shall not be liable under, or in connection with, this agreement or any collateral contract, for any of the following, even if we have been advised of the possibility of such damage:

Loss of income;

Loss of business profits or contracts;

Business interruption;
Loss of the use of money or anticipated savings;
Loss of information;
Loss of opportunity, goodwill or reputation;
Loss of, damage to or corruption of data; or
Any indirect or consequential loss or damage of any kind
howsoever arising and whether caused by tort (including
negligence), breach of contract or otherwise.

- 7.3 This agreement sets out the full extent of the licensor's obligations and liabilities in respect of the supply of the package. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the licensor except as specifically stated in this agreement. Any condition, warranty, representation or other term concerning the supply of the package which might otherwise be implied into, or incorporated in, this agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 7.4 We will not be liable if for any reason our site is unavailable at any time or for any period.
- 7.5 Commentary and other materials posted on our site or included in the package are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.
- 7.6 You shall indemnify us and keep us indemnified against any and all losses, claims, liabilities, costs, expenses (including the expenses of taking action such as legal proceedings to enforce intellectual property in the package against a third party) and damages incurred or suffered by us as a result of or in connection with any mis-use of the package by any person (including but not limited to your employees and permitted users) who was permitted by you to have access to the package by use of an id issued to you.

8 Termination

- 8.1 Either party may terminate this Agreement on one month's written notice to the other.
- 8.2 The Agreement and the licence granted to use the Package automatically terminates if you:
- 8.2.1 fail to comply with any provisions of this Agreement;
 - 8.2.2 destroy or voluntarily return to us the Package.
- 8.3 Upon termination of the Agreement for any reason:
- 8.3.1 all rights granted to you under this Agreement shall cease;
 - 8.3.2 you and all Permitted Users must cease all activities authorised by this Agreement;
 - 8.3.3 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor all copies of the Package then in your possession, custody or control and procure that all Permitted Users do the same.

9 Variation

- 9.1 We may revise the terms of this Agreement by giving you one month's notice in writing.
- 9.2 We may also revise the terms of this Agreement at any time by amending the version set out on the Site. You are expected to check the Site from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on the Site.

10 Severability

- 10.1 If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, then the relevant term will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

11 Entire agreement

- 11.1 This Agreement and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of

the Package and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing. This Agreement takes priority over any standard licence relating to the Package.

- 11.2 You acknowledge that, in entering into this Agreement, you have not relied on any representation, undertaking or promise given by or on behalf of the Licensor or which could be implied from anything said or written in negotiations between us prior to entering into this Agreement except as expressly written in this Agreement.
- 11.3 You shall have no remedy in respect of any untrue statement made by us, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently).

12 Assignment

- 12.1 This Agreement is personal to you and you may not assign, transfer, sub-contract, charge or otherwise dispose of this Agreement or any right or obligation under it except as expressly set out in this Agreement or with our prior written consent.
- 12.2 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.
- 12.3 This Agreement is binding on you and us, and the respective successors and assigns of us both.

13 Events outside our control

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control.
- 13.2 Our performance under this Agreement is deemed to be suspended for the period that the event outside our reasonable control continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the event to a close or to find a solution by which our obligations under this Agreement may be performed despite the event.

14 Waiver

- 14.1 If we fail, at any time during the term of this Agreement, to insist upon

strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of your obligations under this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

15 **Law and disputes**

15.1 This Agreement is governed by English law. Any dispute arising from, or related to, any term of this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales. The place of performance of this Agreement is agreed by you to be England.