LICENCE AGREEMENT on

THE PROVISION OF CLWYD-POWYSARCHAEOLOGICAL TRUST

HISTORIC ENVIRONMENT RECORD DATA

1. Parties involved in this agreement

The agreement for the provision of Historic Environment Record (HER) data is between The Clwyd-Powys HER Charitable Trust (hereafter the licensor and the enquirer (hereafter the licensee).

N.B HER data must not be shared with any third party unless otherwise agreed.

2. Duration of the agreement

2.1 The agreement is valid for a period of six months.

2.2 After this period the HER dataset must be deleted from the licensee's computer systems, including email attachments and any removable media such as USB drives or external disks, unless a renewal of this license has been agreed in advance of the above data.

2.3 The licensee will not automatically be notified of any new data made available to the HER within the period of this agreement. If the data use continues beyond the specified period then a second agreement must be obtained, and if necessary, a second data search undertaken.

N.B - New information is being added to the HER on a daily basis. If you wish to continue to use HER data outside the period covered by this agreement you must obtain a second agreement and data search. This will ensure that the most up to date information has been provided, and will help to protect the archaeological resource.

3. Nature of use

The data to be provided is for the stated purpose conducted by the licensee within the duration of the agreement. The Licensee undertakes not to use HER data for other than the stated purpose.

4. Data

4.1 The HER spatial data will be provided as ESRI Shapefiles, CSV. A catalogue will be provided as pdf and HTM for enquires results with no more than 2000 records.

4.2 The licensee will be responsible for the provision of any licensed OS digital map data and GIS software licenses.

N.B - We are able to supply data in the following formats: PDF, HTM, MapInfo table, ESRI Shapefiles, CSV or Excel.

5. Restrictions on use

5.1 The data is made available for the use of the licensee for the purpose stated in 3 above only.

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5.2 Digital HER data as supplied must not be altered or passed to any third party in any format within the terms of this agreement. The Licensee is permitted to share information derived from HER data within hard copy paper and digital formats i.e., in reports, gazetteers or other project documents.

5.3 Reproduction of information should be discussed with the licensor in order to cover any possible problems with Crown Copyright and client confidentiality.

5.4 The licensor must be acknowledged in any output (published or unpublished) arising from any project to which it contributes. You will receive an HER enquiry number in the following format E****, for example E5432. Please include this number in any document that is produced using this data. You must also use the following attribution statement in any output, caption or image overlay displaying HER data - Contains Clwyd-Powys Historic Environment Record data, Enquiry Number: E*** © The Clwyd-Powys HER Charitable Trust [and database right] [year].

5.5 The data must not be used or retained beyond the date specified in this agreement.

6. Provision of new or updated information to the HER

6.1 New or updated information arising from the use or analysis of HER data must be supplied by the licensee to the HER within 6 months of the project being complete, or within a time limit previously agreed with the HER, and must meet a previously agreed standard. Where a longer period of time is needed this must be negotiated and agreed in writing with HER staff prior to the provision of HER data.