

## Nominal Fee, Fixed Fee and Royalty Licence to reproduce Public Sector Information subject to conditions and/or a fee

*This template licence covers those categories of Public Sector Information where the terms and conditions need to be tailored to meet specific circumstances. It also covers those cases where payments are required. Clauses marked with green highlighting should only be included where appropriate.*

This Licence is dated ..... [date of final signature]

and is between

West Lothian Council, West Lothian Civic Centre, Howden South Road, Livingston, West Lothian, EH54 6FF

and

[insert name and address of licensee]

### Definitions

In this Licence, the terms below have the following meanings:

Accounting period:	as set out in Schedule A.
Application:	your application for a licence to reproduce the Material. Applications can be made online.
End-users:	users and subscribers who access electronic or digital versions of the Product.
End-user licence:	a licence issued by publishers of electronic products and publications setting out the terms of use to End-users.
Licence:	this Licence including the schedules.
Material:	the Material listed at Schedule B.
Official source:	any publication, product or information service which has been made available to the public by us or on our behalf. This includes our official website.
Our, us and we:	West Lothian Council, West Lothian Civic Centre, Howden South Road, Livingston, West Lothian, EH54 6FF.
Product:	your product or products as set out in Schedule B.
Sales income:	the money you receive from the sale or supply of your Product (not including VAT).
Start date:	as specified at Schedule A.
Statement:	a statement of the Sales income and the royalty payable to us for each Accounting period.
You, your:	the licensee named in Schedule A.

## **Grant**

We are granting you the non-exclusive rights set out in Schedule A.

## **Period**

*This Licence is for the initial term given in Schedule A. It will continue after that term unless you or we end the Licence.*

## **Your obligations**

*You must:*

- *provide full and accurate information on your Application and in the context of the Licence and let us know if any of this information changes;*
- keep full and accurate records of the sales of your Product;
- let us know if you want to end the Licence;
- reproduce the Material accurately from the current Official Source. In cases where you want to reproduce Material that has been superseded you should make it clear that a more up to date version is available;
- send us, if we ask for it, with a complimentary copy and/or subscription of any product or publication that you produce that includes the Material. In the case of electronic products and services you should provide the appropriate End-user licence. We shall notify you of the address(es) where they should be sent;
- send us, if we ask for it, a copy of your standard End-user licence;
- allow us to inspect the Product to check that you have kept to the terms of this Licence;
- identify the source of the Material set out in Schedule A;
- feature the copyright statement set out in Schedule A;
- ensure that you comply with the terms of the Data Protection Act 1998;
- use a competent translator to translate the text of the Material accurately from the Official Source and in a style which is in keeping with the original text;
- the reproduced versions of the Material must not be presented in a way which could imply that it has official status or has our endorsement;
- not reproduce our logos;
- not use the Material to advertise, or promote products or services, or in ways which could imply endorsement of these products and services by us, or generally in a manner which is likely to mislead others;
- not use the Material in ways which are knowingly or potentially libellous or slanderous of individuals, companies or organisations;

## **6. Our obligations**

We aim to:

- confirm receipt of the Application promptly;
- quickly put right any difficulties or answer any queries which you may have;
- handle all Licences in a way that is fair and consistent;
- give you details of any changes to this Licence.
- if you are dissatisfied with the standard of service you receive from us, you can make a formal complaint. We will deal with it by following our complaints procedure. You can find this on our website at [www.westlothian.gov.uk](http://www.westlothian.gov.uk) or please e-mail us at [customer.service@westlothian.gov.uk](mailto:customer.service@westlothian.gov.uk) or telephone 01506 775000 and we will send you details.

## **7. List of Licence holders**

7.1 We may list the names and addresses of all Licence holders on our website because we want:

- to be open and transparent about who has a Licence; and
- to help applicants, particularly those from large organisations, to check whether they already have a Licence.

We will not use this information for marketing or publicity purposes. If you are a private individual please let us know whether you are willing to have your details listed.

## **8. Obtaining the Material**

8.1 In most cases you will be able to reproduce the Material from the Official Source as long as you are careful not to infringe the copyright of another party. You may reproduce the Material by whatever means you choose, including scanning, downloading from our website or by re-keying.

8.2 We may be able to supply the Material you want to reproduce in alternative formats, such as digital. Please contact us with details of the format you would prefer. We will tell you whether the Material is available in that format and what the supply costs will be.

## **9. Payment details**

These are given in Schedule A.

## **10 VAT**

*All payments will be subject to VAT at the appropriate rate.*

## **11. Invoice and payment arrangements**

*We will send you an invoice for the amount that you are due to pay to us.*

You must pay all invoices within 28 days of the invoice date. Make your cheques payable to West Lothian Council and send them to West Lothian Council, RoPSI Fees, West Lothian Civic Centre, Howden South Road, Livingston, West Lothian, EH54 6FF. We have the right to charge interest on any amounts that are not paid within the 28 days at a rate of 2% a month above the minimum-lending rate.

## **12. STATEMENTS**

You must send us a Statement within 90 days of the end of each Accounting period so that we can calculate the payment due.

## **13. Inspection of accounts**

We, or our representative, may inspect your records for Sales income and royalties payable to us.

These inspections will take place at your premises during your normal business hours. We shall give you reasonable notice of our wish to inspect your accounts, either in writing or by e-mail.

## **14. Ending the Licence**

This Licence may be ended:

### **By you**

You have the right to end this Licence at any time by giving notice to us in writing or by e-mail.

### **By us**

We have the right to end this Licence:

- after the end of the initial term by giving you six calendar months' notice in writing or by e-mail;

- at any time if you are wound up, declared bankrupt, placed in the hands of receivers or creditors or otherwise stop operating;
- at any time if there is a significant breach of the terms of this Licence and you do not put this right within 60 days of our telling you in writing or by e-mail.

**15. Consequences of the Licence ending**

Ending this Licence shall not affect:

- the rights of any End-user who has been granted an End-user licence;
- our right to payments under this Licence;
- our right to Statements under this Licence.

**16. Changes to the terms of this Licence**

*The terms of this Licence may only be changed if you and we agree such changes in writing. We will confirm any changes to the Licence and will provide you with an amended schedule.*

**17. Assignment**

This Licence may not be assigned.

**18. Disclaimer**

*Your use of the Material under this Licence is entirely at your own risk. We make no warranty, representation or guarantee that the Material is error free.*

**19. Governing law**

This Licence is made under the laws of Scotland and comes under the exclusive jurisdiction of the Scottish courts.

Signed by ..... Date .....

Name in block capitals .....  
for the [insert name of organisation issuing the Licence]

Signed by ..... Date .....

Name in block capitals .....

Job title .....  
for [insert name of Licensee]

## Schedule A

**Licence number:** .....

### Start date

..... [date of final signature]

### Licensee's name, address

[insert details]

### Accounting periods (for Royalty Licences)

The first Accounting period will run from the start date until ..... (inclusive). After that, the Accounting periods will be from ..... to ..... (inclusive).

### Copyright statement

© [insert name of copyright owner] copyright material is reproduced with the permission of [insert name of copyright owner].

For example:

© West Lothian Council material is reproduced with the permission of West Lothian Council.

### Grant

[details of what rights are being granted]

### Initial term

[X] year(s) from the Start date.

### Payment details

*Royalty based licences: formula for calculating royalties payable*

*One-off or annual fee based licences: amount payable and when it will be invoiced*

*Payments to be made in sterling/Euro*

### Source acknowledgment

*Insert as appropriate, for example [title] of the Material produced by [organisation name]*

### Additional information

*For example, this section could include specific details relevant to the Licence that are not covered elsewhere in the terms and conditions.*

## **Schedule B**

### **Material**

*Insert title and/or description of the Material being reproduced.*

### **Product**

*Insert details of the Licensee's product(s)*