***Licence***

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**'The Licensor'** (one or more natural or legal persons offering the Work under the terms and conditions of this Licence)

and

**'You'** (the natural or legal person acquiring rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.)

agree as follows:

**1. Definitions**

1. **"Collective Work"** means the Work in its entirety in unmodified form along with one or more other separate and independent works, assembled into a collective whole, which by reason of the selection and arrangement of its contents constitutes an intellectual creation.
2. **"Derivative Work"** means any work created by the editing, modification, adaptation or translation of the Work in any media (however a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Licence). For the avoidance of doubt, where the Work is a musical composition or sound recording, the synchronization of the Work in timed-relation with a moving image ("synching") will be considered a Derivative Work for the purpose of this Licence.
3. **"Distribute"** means to make available to the public the original and copies of the Work or Derivative Work, as appropriate, through sale or other transfer of ownership.
4. **"Original Author"** means the natural or legal person or persons that created the Work.
5. **"Performance"** means (i) a performance of any actors, singers, musicians, dancers or other persons who act, sing, deliver, declaim, play in, interpret or otherwise perform literary, dramatic, musical or artistic works or expressions of works of folklore, which is a live performance given by one or more individuals, and shall include a performance of a variety act or any similar presentation or (ii) a broadcast or rebroadcast of the Work by any means including signs, sounds or images. A performance of a literary work includes a reading or recitation and a performance of a dramatic work includes a choreographic work or a work of mime. “Perform” shall be construed accordingly.
6. **"Reproduce"** means to make copies of the Work by any means including without limitation by sound or visual recordings and the right of fixation and reproducing fixations of the Work, including storage of a protected performance or phonogram in digital form or other electronic medium.
7. **"Work"** means the work protected by copyright which is offered under the terms of this Licence. For the purposes of this Licence a Work shall also be taken to mean a live Performance or a database insofar as these are protected under the applicable law within Your jurisdiction.

For the purpose of this Licence, when not inconsistent with the context, words in the singular number include the plural number.

**2. Fair Dealing Rights** Nothing in this Licence is intended to reduce, limit, or restrict any uses or rights permitted under any applicable law, including fair use, fair dealing or any other legally recognised limitation or exception to copyright infringement.

**3. Licence Grant** Subject to the terms and conditions of this Licence, the Licensor hereby grants to You a worldwide, royalty-free, perpetual, non-exclusive, licence to exercise the rights in the Work as stated below for the duration of copyright, related right and/or sui generis database right in the Work.

1. to Reproduce the Work;
2. to create one or more Derivative Works; provided that any such Derivative Work, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify that changes were made to the original Work. For example, a translation could be marked "The original work was translated from English to Spanish," or a modification could indicate "The original work has been modified.";
3. to incorporate the Work into one or more Collective Works;
4. to Reproduce Derivative Works or the Work as incorporated in any Collective Work;
5. to Distribute or Perform the Work, Derivative Works, or the Work as incorporated in any Collective Work to the public in any material form in any media whether now known or hereafter created.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats. All rights not expressly granted by Licensor are hereby reserved, including but not limited to the rights set forth in Section 4(e) and Section 6.

**4. Restrictions** The Licence granted in Section 3 above is expressly made subject to and limited by the following restrictions:

1. You may Distribute or Perform the Work only under the terms of this Licence. You must make reference to this Licence (by spoken word or as appropriate to the media used) on all copies of the Work and Collective Works Distributed or Performed by You. You may not offer or impose any terms on the use to be made of the Work that restrict the terms of this Licence or the ability of a recipient of the Work to exercise the rights granted to the recipient under the terms of the Licence. You may not sublicense the Work. You must keep intact all notices that refer to this Licence and to the disclaimer of warranties, in particular the URI, if any, that the Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work. When You Distribute or Perform the Work, You must not impose any effective technological measures on the Work or the Work as incorporated in a Collective Work that restrict the ability of a recipient of the Work from You to exercise the rights granted to that recipient under the terms of the Licence. This Section 4(a) applies to the Work as incorporated in a Collective Work, but this does not require the Collective Work apart from the Work itself to be made subject to the terms of this Licence. If You create a Collective Work, upon notice from any Licensor You must, to the extent practicable, remove from the Collective Work any credit as required by Section 4(d), as requested. If You create a Derivative Work, upon notice from any Licensor You must, to the extent practicable, remove from the Derivative Work any credit as required by Section 4(d), as requested.
2. You may Distribute or Perform a Derivative Work only under the terms of (i) this Licence; (ii) a later version of this Licence;.   
   If You license the Derivative Work under the terms of any of the licences mentioned in (i) or (ii) (the “Applicable Licence”), You must comply with the terms of the Applicable Licence and the following provisions: (I) You must include a copy of, or the URI for, the Applicable Licence with every copy of each Derivative Work You Distribute, display or Perform; (II) You may not offer or impose any terms on the Derivative Work that restrict the terms of the Applicable Licence or the ability of the recipient of the Derivative Work to exercise the rights granted to that recipient under the terms of the Applicable Licence; (III) You must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work as included in the Derivative Work You Distribute or Perform; (IV) When You Distribute or Perform the Derivative Work, You may not impose any effective technological measures on the Derivative Work that restrict the ability of a recipient of the Derivative Work from You to exercise the rights granted to that recipient under the terms of the Applicable Licence.   
   This Section 4(b) applies to the Derivative Work as incorporated in a collective work, but this does not require the collective work apart from the Derivative Work itself to be made subject to the terms of the Applicable Licence.
3. You may not exercise any of the rights granted to You in Section 3 above in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The exchange of the Work for other copyrighted works by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of any monetary compensation in connection with the exchange of copyrighted works.
4. If You Distribute, or Perform the Work or any Derivative Work or Collective Work, You must, unless a request has been made pursuant to Section 4(a), keep intact all copyright notices for the Work and provide, reasonable to the medium or means You are utilising: (i) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or Licensor designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution ("Attribution Parties") in Licensor's copyright notice, terms of service or by other reasonable means, the name of such party or parties; (ii) the title of the Work if supplied; (iii) to the extent reasonably practicable, the URI, if any, that Licensor specifies to be associated with the Work, unless such URI does not refer to the copyright notice or licensing information for the Work; and (iv), consistent with Section 3(b), in the case of a Derivative Work, a credit identifying the use of the Work in the Derivative Work (e.g., "French translation of the work by original author," or "Screenplay based on original work by original author"). The credit required by this Section 4(d) may be implemented in any reasonable manner; provided, however, that in the case of a Derivative Work or Collective Work, at a minimum such credit will appear, if a credit for all contributing authors of the Derivative Work or Collective Work appears, then as part of these credits and in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may only use the credit required by this Section for the purpose of attribution in the manner set out above and, by exercising Your rights under this Licence, You may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by the Original Author, Licensor and/or Attribution Parties, as appropriate, of You or Your use of the Work, without the separate, express prior written permission of the Original Author, Licensor and/or Attribution Parties.
5. Moral rights remain unaffected to the extent they are recognised and not waivable by applicable law.

**Additional Provisions for recipients making use of the Work**

**5. Further licence from the Licensor**

Each time You Distribute or Perform the Work, Collective Work, or a Derivative Work, the Licensor offers to the relevant recipient a licence to use the Work (or the original Work in case of a Derivative Work) on the same terms and conditions as the Licence granted to You hereunder.

**6. Reservation of Rights**

For the avoidance of doubt:

1. **Non-waivable Compulsory Licence Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this Licence;
2. **Waivable Compulsory Licence Schemes.** In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, the Licensor reserves the exclusive right to collect such royalties for any exercise by You of the rights granted under this Licence if Your exercise of such rights is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c) and otherwise waives the right to collect royalties through any statutory or compulsory licensing scheme; and,
3. **Voluntary Licence Schemes.** The Licensor reserves the right to collect royalties, whether individually or, in the event that the Licensor is a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by You of the rights granted under this Licence that is for a purpose or use which is otherwise than noncommercial as permitted under Section 4(c).

**7. Warranties and Disclaimer**

Except as required by law, the Work is licensed by the Licensor on an "as is" and "as available" basis and without any warranty or representation of any kind, either express or implied, including but not limited to merchantability or fitness for purpose or the Software being error or bug-free.

**8. Limit of Liability**

Subject to any liability which may not be excluded or limited by law the Licensor shall not be liable and hereby expressly excludes all liability for loss or damage howsoever and whenever caused to You.

**10. Termination**

1. This Licence and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this Licence. Natural or legal persons who have received Derivative Works or Collective Works from You under this Licence, however, will not have their Licences terminated provided such natural or legal persons remain in full compliance with those Licences. Sections 1, 2, 5, 7, 8, 9 and 10 will survive any termination of this Licence.
2. Subject to the above terms and conditions, the licence granted here is perpetual (for the duration of the applicable copyright, related right and/or sui generis database right in the Work). Notwithstanding the above, Licensor reserves the right to release the Work under different licence terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this Licence (or any other licence that has been, or is required to be, granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

**11. Consequences of Termination**

Upon termination of this Agreement, Your rights to use the Work (and the rights of those using he Work by, through or under You) shall cease. Upon termination, You shall, within seven days, cease usage of the Work, return to the Licensor all copies of the Work held on Your live systems, and delete the Work from those development machines used to support the Work and from local version control. You shall subsequently confirm to the Licensor that these requirements have been fulfilled. For the avoidance of doubt, You shall not be required to delete the Work from back-up systems, but recognises that its rights to use the Work on any live systems ceases as at the termination date of this Licence.

**12. Entire Agreement**

This Licence and any schedules hereto contain the whole agreement between the parties relating to the subject meter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

**13. No Partnership or Agency**

Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. In addition, You will not use the logos, emblems or other trade marks of the Licensor on any product or service that is directly or indirectly related to or arises out of this agreement or in a manner which implies endorsement of any product or service (whether provided by You or any of its successors, assigns or licensees), without the prior written approval of the Licensor.

**14. General**

1. The validity or enforceability of the remaining terms of this Licence is not affected by the holding of any provision of it to be invalid or unenforceable.
2. This Licence constitutes the entire licence between the parties with respect to the Work licensed here. There are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication in any form.
3. No term or provision of this Licence shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

14. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. The parties irrevocably agree that the Irish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).