COPYRIGHT LICENCE 35142

1. People Involved

- 'Us' The United Kingdom Hydrographic Office (UKHO) of Admiralty Way, Taunton, Somerset, TA1 2DN, United Kingdom, for and on behalf of the Secretary of State for Defence and exercising the authority given by the Controller of Her Majesty's Stationery Office.
- 'You' Bernard Giannetti of, 18 Chowne Place, Middle Cove, NSW, 2068, Australia. Where you have given both your personal name and the name of the organisation you represent then you agree that this licence is between your organisation and us.

2. Definitions

- a. 'copyright material' The material described in annex1. This does not include any updates, additions and improvements, and new releases or editions.
- b. 'reproduced material' The material you produce because of this agreement.

3. Supply and licence

- a. You are responsible for getting the copyright material at your own expense and you will continue to own an original version of it during the licence period.
- b. In line with the conditions of this agreement, we give you a licence to reproduce, translate or adapt the copyright material to make the reproduced material during the licence period.
- c. This licence is valid for a period of one year beginning on 04 Sep 2019.

4. Your rights

a. You have met the qualifying conditions to reproduce, translate or adapt the copyright material within the product shown below and for the purpose shown below. We reserve the right to verify that you have met our qualifying conditions.

Product name:

Indicator Tide.

Product purpose:

I have developed a program which will display tidal information to the user. The program is free and open source and only works on Ubuntu Linux and derivatives. The software itself is a system tray indicator and requires scraping tidal data from an international source. The number of expected users is unknown, however for my previous five indicators I have written the total number of users is less than 3000 globally. A typical user would select a single port/location and then tidal information for the next 7 days would be downloaded from the UKHO and displayed to the user. The user would be asked to verify the results produced by clicking on the menu item to display the 'Admiralty EasyTide' port page.

- b. You may use the Internet as a way of sending the reproduced material to authorised users, but you must protect the reproduced material from unauthorised copying.
- c. You may allow your customers to sell or distribute the reproduced material but you agree to tell them not to make any more copies of it. Such distribution may continue beyond the licence period, but you may not make any further copies of the copyright material or reproduced material.

5. Your Responsibilities

- a. You will remove any UKHO crests, logos, brand names, trademarks and other identifying features from the reproduced material.
- You will also remove the crests of any other hydrographic organisation, including the International Hydrographic Organisation.
- c. You will not place the copyright material on a computer, including on the Internet, that unauthorised people or organisations can access, except in accordance with this agreement.
- d. You will try hard to protect the reproduced material from unauthorised reproduction, translation or adaptation by other people or organisations.
- You agree to make sure that your contractors do not use, sell or store the copyright material or the reproduced material for their own purposes.
- f. You will not allow your contractors to allow their existing or new subcontractors to work on the copyright material or the reproduced material.
- g. You will make sure that you do not print any acknowledgement to the Crown or the Controller of Her Majesty's Stationery Office in any form of advertisement.

- h. You will not use our name or the name of our products and services in your advertisements without our permission, in writing.
- i. You will not make, and you will not ask or allow others to make, any claims that we have approved your products or services.
- j. You will not make, and you will not ask or allow others to make, any inaccurate or misleading statement about us or our products and services.
- k. You will send us a copy of the reproduced material if we send you a request in writing. Please mark your letter 'For the attention of Commercial and Legal (Copyright)' and give us your licence number.
- I. You will either:
 - i. delete the copyright material from any electronic storage by the end of the licence period;
 - i. archive the copyright material so that it can be retrieved for auditing purposes. You may not use the archived material for any other purpose without getting our permission, in writing.
- m. You will make sure that you include the following acknowledgement in a suitable place in all reproduced material. Or, you may include a similar acknowledgement (referring to the page numbers) at the beginning of a publication.
 - '© Crown Copyright and/or database rights. Reproduced by permission of the Controller of Her Majesty's Stationery Office and the UK Hydrographic Office (www.GOV.uk/UKHO).'
- n. You will make sure that when an acknowledgement is included in a website, the text 'www.GOV.uk/UKHO' is hyper-linked to our website in line with our links policy (which we publish on the website).
- o. If the reproduced material is not tidal information, and the reproduced material might be wrongly used to navigate then you will make sure that the warning 'Not to be used for Navigation' is included in the reproduced material in a noticeable place.
- p. You will remove all UKHO crests, logos, brand names, trademarks and other identifying features from the reproduced material. You will also remove the crests of any other hydrographic organisation, including the International Hydrographic Organisation.
- q. If you display the reproduced material on the Internet you will make sure that all graphic images are
 - i. in a bit-map format (an image made up of rows and columns of dots) including, but not limited to, file types with the extension jpg/jpeg, png, bmp, gif, tiff, raw.;
 - ii. You may only display the reproduced material on a website with an average of less than 1000 page views per day.
- r. You will make sure that where you show graphic images in websites, you will allow display of the images, but not download such as by turning off the 'save image as' function within web browsers.
- s. If you display the reproduced material on the Internet, you will make sure that all tidal predictions are limited to the current day and the six days after that (for any number of ports), to one month for up to 10 ports or to 1 year for a single port.

6. Intellectual property rights

- a. The Crown and its licensors own or control the copyright and all other intellectual property rights in the copyright material, including where you have reproduced, translated or adapted it to make the reproduced material. You do not get ownership or control of this material because of this agreement.
- b. You agree that you (including your staff or any other person or organisation who works for you) will only use the copyright material for the purpose we have allowed. You will make sure that your staff, or any other person or organisation who works for you, also agree to this restriction.
- c. You will immediately tell us if you discover any unauthorised use, reproduction, translation, adaptation or exploitation of all or any part of the copyright material or the reproduced material by any person or organisation.

7. Fees

- a. We are not charging you for this licence because the commercial value of all your reproduced material is below £10,000 in any one calendar year.
- b. You will tell us as soon as possible (in writing) if the reasons we are not charging you for this agreement are not true anymore.

8. Ending the agreement

- a. Except as shown below, either one of us can end this agreement by writing to the other if the other one breaks the agreement. If it is possible to correct the break, you or we will give the other 30 days from the date of the letter to correct it.
- b. We can end this agreement by writing to you at any time if the reasons we are not charging you for this agreement are not true anymore. If we end the agreement because of this, we will offer you a new agreement but you may have to pay us for this agreement.
- c. If either one of us ends this agreement (for any reason), this will not affect the other one's rights and liabilities that exist up to the date the agreement ends.

9. Promises

- a. We confirm that we can give you this licence.
- b. You take full responsibility for using and reproducing the copyright material to make the reproduced material.
- c. You will pay us for any damage we suffer during this agreement or for 12 years after this agreement ends because:
 - i. you break this agreement;
 - ii. you, illegally or without our permission, supply other people or organisations with the copyright material or the

- reproduced material and they use or reproduce it, unless you have tried hard to tell others of the restrictions in this agreement and you have tried hard to make sure that they cannot use or reproduce it illegally or without our permission;
- iii. you have made changes to the copyright material when you make the reproduced material.

10. General

- a. You will try hard to tell anyone that uses the reproduced material of any condition in this agreement that could apply to them.
- b. You will not transfer your rights or responsibilities to another person or organisation without our permission, in writing. We can transfer or contract out our rights and responsibilities but we will tell you in writing if we do.
- c. If any part of this agreement is found to be illegal or cannot be enforced, the rest of the agreement will not be affected.
- d. No right is granted to any person who is not part of this agreement in their own right and the people involved in this agreement confirm that they have no intention of granting anyone this.
- e. This agreement replaces all other written or spoken agreements and working arrangements between us that are for the same or similar purposes to this agreement.
- f. You will tell us if you change your name, address or anything else that could affect this agreement within 10 working days of the change.
- g. Either one of us may suspend the other's responsibilities for a limited period if we both agree to it in writing. If either one of us decides not to take action against the other if they break the agreement, this will not prevent either one of us from taking action for any future break of the agreement (whether the break is the same or different).
- h. We may amend this agreement if we give you three months' notice in writing. Or, we may amend this agreement at any time if you agree to it.
- i. This agreement will be governed by English law and any disagreements will only be dealt with in the English courts.