

Non-Commercial Use Licence

- 1. **Licence:** this Non-Commercial Use Licence ("Licence") permits the licensee **Mylene Receveur** Student of **Grant Institute, James Hutton Road, Kings Buildings, Edinburgh. EH9 3FE** ("the Licensee") to use the Data and/or Information ("Data") supplied by the Coal Authority ("CA") under this Licence subject to the following terms and conditions.
- 2. **Data:** details of the Data to which this Licence applies are given in Schedule 1.
- 3. Purpose: the Data is supplied on a non-exclusive basis, solely for the Licensee's use in connection with a PhD which examines the Biston Glen and Dawdon-Horden areas to characterise the mines geometry and connectivity. Data will be used to develop numerical models of heat and mass transfers, in order to better understand the heat transfer mechanisms and the heat resource recovery rate in flooded coal mines. A statistical analysis of the distribution of mining voids will be made, together with an assessment of the important geometrical features for modelling mine systems, by combining GIS data, temperature profiles and temperature/water level time-series.
 No part of the Data may be sub-licensed, traded, sold or in any other way supplied or made available to a third party.
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 - a. the Licensee is in material breach of any term of this Licence and has failed to remedy the breach within 30 days of receiving written notice requiring that the breach be remedied; or
 - b. the Licensee ceases to carry on business or is dissolved or is the subject of any insolvency proceedings including liquidation, bankruptcy or administration or an arrangement or composition with its creditors by which any person is appointed over the property or assets or to run the affairs of the Licensee including those persons described in Section 388 of the Insolvency Act 1986 or any subsequent enactment, the Official Receiver, the Accountant in Bankruptcy or any person appointed pursuant to a charge over the

Licensee's property pursuant to a scheme of arrangement under Section 899 of the Companies Act 2006 or any subsequent enactment.

- 11. **Intellectual Property Rights:** the Licensee acknowledges and agrees that the CA is the owner of all copyright and/or Database rights and/or any other Intellectual Property Rights in the Data, and that the Intellectual Property Rights and other proprietary rights in the Data belonging to the CA shall remain the property of the CA, and that the Licensee shall acquire no Intellectual Property Rights or other rights in the Data, whether by operation of this Licence or otherwise. The Licensee may not remove or amend any proprietary notice affixed or attached to the Data.
- 12. **Governing Law:** this Licence, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

Undertaking

The undersigned undertakes to observe and comply with the conditions of this Licence.
Agreed on behalf of the Edinburgh University
Signed:
Name:
Date:
As a registered student or employee of University Edinburgh
Signed:
Name:
Date:
Agreed for and on behalf of the Coal Authority
Signed:
Name:
Date:

Annex 1

Definitions

In this Licence, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

"**Commercial**" - means to produce, manufacture, market, stock, distribute, sell or exploit for the purpose of generating profits;

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- b. information already known to the Licensee at the time of disclosure as evidenced by previously existing written documentation, other than Confidential Information supplied to the Licensee by the CA prior to the date of this Licence;
- information which is subsequently disclosed to the Licensee by third parties having no obligations of confidentiality to the CA;
- d. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the Licensee, its employees, agents or sub-contractors.

For the avoidance of doubt, Data or other information which is accessible pursuant to sections 1(1) (d) or 57 of the Coal Industry Act 1994 or any subsequent enactment shall nevertheless be deemed to be confidential pursuant to section 59 of the Coal Industry Act 1994 and shall be deemed not to be generally available to the public for the purposes of this clause.

"**Data**" - means Data set out in Schedule 1 and received by Licensee from the CA pursuant to this Licence, any other mining-related information received by Licensee from the CA pursuant to this Licence, and (where the context allows) any updates to the Data received by the Licensee, information or materials that include or use the Data, and any part or parts of the Data;

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"Intellectual Property Rights" - means all patents, copyrights, design rights, trade marks, Database rights, trade secrets and other confidential information, know-how and other intellectual property rights (whether registered or unregistered) and all applications for such rights.

Schedule 1

Details of Data supplied

Seam level
Seam level contours
Geological disturbances Faults + Fissures/Breaklines
Licensed roadways + Spine roadway
Underground workings
Shallow workings
Probable workings
Mine entries
Seam outcrops
Working dates
Water level contour NE England / Scotland
Minewater Blocks
Discharge points / Monitoring points
Coalfield Polygons
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