

## ***ARCS Licence Agreement – Navigator Vessel***

### **1. DEFINITIONS**

The AGREEMENT is defined as this Agreement, the licence granted in this Agreement and includes any Schedules to this Agreement.

The United Kingdom Hydrographic Office is hereafter referred to as the UKHO.

The LICENSEE is identified in the attached Schedule A.

The DATA are defined as the Admiralty Raster Charts, as listed in Schedule A, and weekly Admiralty Raster Chart updates.

The LICENSED VESSEL is defined as the vessel specified in Schedule A.

The AUTHORISED USERS are defined as the day to day users of the DATA (e.g. the Master / Navigator of the LICENSED VESSEL), authorised through the nominated vessel representative (as defined in Schedule A) by the LICENSEE to use the DATA.

### **2. GRANT**

- 2.1 The UKHO will provide the LICENSEE with one copy of the DATA subject to the terms and conditions of the AGREEMENT.
- 2.2 The copyright in the DATA remains the property of the British Crown and the UKHO grants to the LICENSEE, and the LICENSEE agrees to accept, a non-transferable and non-exclusive licence to use the DATA only on the LICENSED VESSEL, and only for the purposes of aiding navigation of the LICENSED VESSEL.
- 2.3 Subject to clause 3.9 below, the rights granted in paragraph 2.2 above shall include the right for the LICENSEE to allow the AUTHORISED USERS to use the DATA subject to the terms and conditions of the AGREEMENT.
- 2.4 The rights granted include the right for the LICENSEE and AUTHORISED USERS to use the DATA remotely from the LICENSED VESSEL in preparation for use on the LICENSED VESSEL provided that the DATA is not used on the LICENSED VESSEL at the same time.
- 2.5 The UKHO grants the LICENSEE the right to make one (1) working copy of the DATA, and this copy shall remain subject to all terms and conditions of the AGREEMENT.

### **3. RESTRICTIONS**

- 3.1 Display of the DATA shall be restricted so that a maximum of five (5) visual display units display the DATA at any one time.
- 3.2 The LICENSEE may from time to time order additional DATA, whereupon all additional charts will be listed in an extension to Schedule A. The LICENSEE may not make any other alteration to the list of charts detailed in Schedule A until expiry of the AGREEMENT.

- 3.3 Subject to clause 4.2 below, the LICENSEE must inform the UKHO of any changes to the LICENSEE details contained in Schedule A within one month of such change.
- 3.4 The LICENSEE agrees that the DATA shall remain under the LICENSEE's control and that the sale, hire or other transfer of the DATA to third parties is strictly forbidden.
- 3.5 Should the LICENSED VESSEL be subject to the Safety of Life at Sea (SOLAS) Convention, the LICENSEE understands that the DATA does not obviate the LICENSEE from abiding by the regulations of this Convention.
- 3.6 If the equipment used to display the DATA is capable of producing hard copy, such hard copy must not be sold, hired or otherwise transferred to any third party, and shall not be used for navigation.
- 3.7 Tampering with, reverse engineering, decompiling, disassembling, transmission by telecommunications, or altering the DATA, in whole or in part, is strictly forbidden.
- 3.8 The LICENSEE acknowledges that intellectual property rights, including copyright, used or embodied in connection with the DATA and associated literature, shall be, and remain the property of, the British Crown.
- 3.9 The LICENSEE agrees to ensure that the AUTHORISED USERS are made fully aware of, understand and agree to abide by the terms and conditions of the AGREEMENT before they are allowed access to the DATA.

#### **4. TERM AND TERMINATION**

- 4.1 The AGREEMENT shall become effective from the execution date in Schedule A, and shall run until the expiry date in Schedule A on which date the AGREEMENT will expire. Application to renew the AGREEMENT should be made within one month prior to the expiry date of the AGREEMENT.
- 4.2 The AGREEMENT will terminate forthwith if the LICENSEE or the AUTHORISED USERS violate any of the conditions of the AGREEMENT and/or if the ownership of the LICENSED VESSEL changes or is transferred.
- 4.3 Upon termination or non-renewal of the AGREEMENT, or if the UKHO supplies the LICENSEE replacement versions of the DATA, the LICENSEE shall destroy all copies, including partial copies, of the existing DATA.

#### **5. LIMITATION OF LIABILITY**

- 5.1 The UKHO shall not be liable for any loss or damage occasioned by any use of the DATA in accordance with the AGREEMENT unless such loss or damage is solely and directly attributable to any negligent compilation or transcription of the DATA by the UKHO, its servants or agents.

#### **6. LAW**

- 6.1 The AGREEMENT shall be governed by and interpreted in all respects with the law of England and shall be subject to the jurisdiction of the courts of England.