

DATED

2008

HOME OFFICE

and

[Insert name of Licensee]

i-LIDS®

AGREEMENT

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AGREEMENT dated

2008

PARTIES

- (1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** acting through the Home Office Scientific Development Branch at Langhurst House, Langhurstwood Road, Horsham, West Sussex. RH12 4WX (the “**Licensor**”); and
- (2) The Organisation identified in Schedule 1 as the person/organisation permitted to use the i-LIDS[®] Dataset pursuant to this Agreement (the “**Licensee**”).

BACKGROUND

- (A) The Licensor evaluates intelligent CCTV and vision based detection systems (“VBDS”) to improve its selection of these systems for security and policing purposes. To aid its evaluation process and spur development of suitable systems the Licensor has produced a library of CCTV video footage known as “i-LIDS[®]” (or “Imagery Library for Intelligent Detection Systems”).
- (B) The Licensor wishes to make the i-LIDS[®] Dataset (as defined below) available to interested parties in order to stimulate academic and commercial development of systems that tackle real life operational requirements. The Licensor is therefore willing to supply the i-LIDS[®] Dataset to the Licensee and to permit the Licensee to use it on the terms of this Agreement.

1. Definitions and Interpretation

- 1.1 In this Agreement and its recitals the following terms shall have the meanings set out next to them:

Academic Institution	a university, school, college or any other institution established predominantly for the purpose of education and/or research which is of a non-commercial nature. For the avoidance of doubt, the Licensor shall have absolute discretion as to whether a Licensee counts as an Academic Institution or not;
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Affiliate	includes each and any subsidiary or holding company of the Licensee and each and any subsidiary of a holding company of the Licensee and "holding company" and "subsidiary" shall be construed in accordance with Sections 736, 736A and 736B of the Companies Act 1985 as amended;
Agreement	this agreement including its Schedules and the Application Form;
Application Form	means an application form completed by a potential Licensee for a copy of the i-LIDS [®] Dataset which shall form part of this Agreement;
Collaborator	means a third party (which may or may not itself be an Academic Institution) , which is collaborating with a Licensee which is an Academic Institution on a particular research or other project, which would benefit from access to the i-LIDS [®] Dataset as part of its work on that project;
Copyright Notice	means the copyright notice set out on the Dataset Hard Drive;
Dataset Hard Drive	a hard drive, originally provided by the Licensee which is populated by the Licensor to contain the i-LIDS Datasets;
Date of this Agreement:	the date this Agreement is signed by the Licensee;
Documentation:	any user documentation in any medium accompanying or contained within the Dataset Hard Drive including any amendments thereto;

Functionally Defective	in relation to the Dataset Hard Drive means that the Dataset Hard Drive cannot be read due to issues other than physical defects (including but not limited to defects which occur due to physical damage whilst the Dataset Hard Drive was in transit);
Ground-Truth Data	the xml test based content description accompanying the i-LIDS [®] Dataset;
i-LIDS [®] Dataset	the public training or public test dataset forming part of the CCTV Imagery Library for Intelligent Detection Systems produced by the Licensor and distributed and licensed by it under the terms of this Agreement;
Install	to facilitate access to some or all of the contents of the i-LIDS [®] Dataset;
Intellectual Property	all copyright, patents, rights in designs, trade and service marks, database rights, inventions, know-how and all other intellectual property rights throughout the world (whether those rights are registerable, capable of registration or otherwise) for the full duration of such rights (including all extensions and renewals);
Licence	the licence, the terms of which are set out in Schedule 2, which governs the use of the i-LIDS [®] Dataset by the Licensee;
Licensee	the organisation identified in Schedule 1 permitted to use the i-LIDS [®] Dataset pursuant to this Agreement;
Licensor	the Secretary of State for the Home Department acting through the Home Office Scientific Development Branch;

Licensor's Marks	any trade mark or logo of the Licensor incorporated in the i-LIDS [®] Dataset or the Documentation;
New Release	a release of the i-LIDS [®] Dataset which corrects faults, adds functionality or otherwise amends or upgrades the i-LIDS [®] Dataset;
New Version	a new version of the i-LIDS [®] Dataset offered for distribution by the Licensor;
Permitted Purpose	research and/or educational purposes within the Licensee's organisation;
Permitted Users	employees, officers, consultants, registered students and other staff of the Licensee and, in the case of Academic Institutions, Collaborators, but excluding Affiliates;
Website	means the website pages dedicated to i-LIDS [®] forming part of the Licensor's website located at: http://scienceandresearch.homeoffice.gov.uk/hosdb/cctv-imaging-technology/video-based-detection-systems/i-lids/ .

- 1.2 References in this Agreement to parties, Clauses and Schedules are references to the parties, clauses, sub-clauses and schedules to this Agreement.
- 1.3 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 1.4 Where the context permits, the use of the singular shall be construed to include the plural, and the use of plural the singular, and the use of any gender shall include all genders.
- 1.5 References to an Act of Parliament shall be deemed to include any subordinate legislation of any sort made from time to time under that Act.

- 1.6 References to any statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code or instrument as subsequently amended or re-enacted.
- 1.7 any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts as the context permits (in each case whether or not having separate legal personality).

2. Start Date and Term

- 2.1 This Agreement shall commence on the date of signature and continue in force unless terminated in accordance with Clause 4.

3. Distribution

- 3.1 The Licensee shall:

3.1.1 complete the Application Form and return it to the Licensor in accordance with the instructions set out on the Website.

- 3.2 Once the Application referred to in Clause 3.1.1 has been received and approved, the Licensor shall supply the i-LIDS[®] Dataset to the Licensee as follows:

3.2.1 the Licensor shall acknowledge receipt of the application and request that the Licensee provide a hard drive to a particular specification;

3.2.2 the Licensee shall provide a hard drive in accordance with specifications supplied by the Licensor;

3.2.3 the Licensor shall populate the hard drive with the i-LIDS[®] Dataset;

3.2.4 the Licensor shall inform the Licensee when the Dataset Hard Drive is ready for collection.

- 3.3 The Licensee shall:

3.3.1 not modify, develop, update, decompile or reverse engineer all or any part of the Dataset Hard Drive and/or any of the i-LIDS[®] Dataset,

including not removing any legal notices (such as the Copyright Notice);

- 3.4 If the Dataset Hard Drive is not Functionally Defective but the i-LIDS Datasets are not accessible for any reason, the Licensee may at its own risk return it to the Licensor so that the relevant data may be recopied onto the Dataset Hard Drive.
- 3.5 The Licensor reserves the right to withdraw the i-LIDS[®] Dataset from distribution if, in its reasonable opinion, the i-LIDS[®] Dataset has become: (i) out of date; (ii) inappropriate; or (iii) might damage the Licensor's reputation in any way. If such a notice is served, the Licensee shall co-operate with any reasonable request by the Licensee relating to the withdrawal of any i-LIDS[®] Datasets.
- 3.6 The Licensor will use all reasonable endeavours to ensure that any New Versions will be identified on the Website.
- 3.7 In the case of any complaints or enquiries (whether before or after sale of any i-LIDS[®] Dataset(s)) pertaining to the i-LIDS[®] Datasets, the Licensee shall contact i-LIDS Team, HOSDB, Langhurst House, Langhurstwood Road, Horsham, West Sussex, RH12 4WX. Email "i-LIDS@homeoffice.gsi.gov.uk". voicemail +44 (0)1403 213823. fax +44 (0)1403 213827 marked 'FAO: i-LIDS team'.

4. Termination

- 4.1 The Licensor may terminate this Agreement at any time after 1 July 2018 on giving the Licensee not less than 6 months' prior notice in writing such notice to expire no earlier than 1 July 2018.
- 4.2 The Licensor may terminate this Agreement forthwith by giving the Licensee immediate notice of termination if the Licensee:
- 4.2.1 is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the Licensee fails to remedy that breach within 30 days after receiving written notice requiring it to do so; or

- 4.2.2 is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.
- 4.3 For the purposes of Clause 4.2, any breach by the Licensee of any of the provisions of the terms of the Licence shall be deemed to be a material breach incapable of remedy entitling the Licensor to terminate this Agreement on notice forthwith.
- 4.4 Termination in accordance with the rights contained in Clause 4.2 shall be without prejudice to any other rights or remedies of the Licensor accrued prior to termination.
- 4.5 On termination for any reason:
- 4.5.1 all rights granted to the Licensee under this Agreement shall cease;
- 4.5.2 the Licensee shall cease and shall procure that all Permitted Users cease all activities authorised by this Agreement;
- 4.5.3 the Licensee shall and will procure that any Permitted User shall, immediately destroy or return to the Licensor (at the Licensor's option) all copies of whole or parts of the i-LIDS[®] Dataset then in its or any Permitted User's possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

5. Disclaimers & Limitations on Liability

- 5.1 Nothing in this Agreement shall operate or be construed to operate so as to exclude or restrict the liability of the Licensor for death or personal injury caused by reason of the negligence of the Licensor or to exclude or restrict any other liability of the Licensor which cannot be so excluded or restricted by law.

- 5.2 Save as provided in Clause 5.1 and notwithstanding anything to the contrary in this Agreement, the Licensor shall in no circumstances be liable to the Licensee or any person claiming under or through the Licensee, including without limitation any Permitted User, in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever and whatever the cause thereof.
- 5.3 Subject to Clause 5.1 and without prejudice to the intended effect of Clause 5.2, the total aggregate liability of the Licensor to the Licensee and any person claiming under or through the Licensee, including without limitation any Permitted User, under this Agreement and/or in relation to the i-LIDS[®] Dataset, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall be limited to an amount not exceeding £150 (one hundred and fifty pounds).
- 5.4 The Licensee confirms that on the basis of: (i) the financial position and standing of the Licensor; (ii) no monies being payable to the Licensor by the Licensee under this Agreement; and (iii) other relevant circumstances, the limitations of the Licensor's liability to the Licensee set out in this Agreement are fair and reasonable and reflect the research nature of this Agreement.
- 5.5 Whilst the Licensor has endeavoured to avoid errors in the i-LIDS[®] Dataset, its functionality, and the information contained in and on it, the Licensor gives no warranty, representation or undertaking;
- 5.5.1 as to the reliability, accuracy, truth, or quality of any of the information contained in the i-LIDS[®] Dataset or in the Documentation;
- 5.5.2 that the i-LIDS[®] Dataset will be of satisfactory quality, compatible with the Licensee's network and/or equipment or data, will meet the requirements of the Licensee and/or that use of the i-LIDS[®] Dataset will be uninterrupted or error free.
- 5.6 It shall be entirely the responsibility of the Licensee to satisfy itself that the i-LIDS[®] Dataset is compatible for use with its particular equipment, hardware, software, and data and the Licensor shall not be liable for any costs, claims, losses, damages or demands of the Licensee for any loss or damage attributable to incompatibility of the i-LIDS[®] Dataset with the equipment and data in connection with which it has been used or installed.

- 5.7 The Licensor shall not be liable for any loss damage, claim or expense incurred by any person acting or refraining from acting as a result of the material contained in the i-LIDS[®] Dataset.
- 5.8 The Licensor shall not be liable for any indirect, consequential or incidental loss or for loss of profits or for loss of data arising out of any breach of this Agreement or as a result of the Licensor's negligence.
- 5.9 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 5.10 The disclaimers and limitations in Clauses 5.1 to 5.9 shall also be deemed:
- 5.10.1 to be made and asserted by the Licensee as if it were named therein instead of the Licensor;
- 5.10.2 to be made and asserted against each of the Permitted Users severally as if they were named therein instead of the Licensee.

6. General

- 6.1 The Licensee shall be deemed to have read, understood and accepted the terms and conditions of this Agreement with immediate effect upon signing this Agreement.
- 6.2 **Assignment:** The Licensee shall not assign, transfer, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the Licensor.
- 6.3 **Modification:** No variation or modification of this Agreement shall be valid unless in writing and signed by the Licensor.
- 6.4 **No Waiver:** The failure of the Licensor to require the performance of any of the terms of this Agreement or the waiver by the Licensor of any default under this Agreement will not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

- 6.5 **Severability:** Should any provision of this Agreement be declared invalid for any reason, such decision will not affect the validity of any remaining provisions which will remain in force and effect.
- 6.6 **Status of the Parties:** Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties.
- 6.7 **Third Parties** Nothing in this Agreement will be construed as conferring any rights or benefits on any person or legal entity who or which is not a Party to this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not affect any third party rights which are otherwise enforceable.
- 6.8 **Notices:** Any notices should be in writing and should be made by hand or by recorded delivery to the Licensor at the address indicated at the head of this Agreement or fax on 01403213827 marked for the attention of the i-LIDS team, or as otherwise notified to the Licensee from time to time and to the Licensee at the address set out in Schedule 1. Notices delivered by hand, or sent by fax or by recorded delivery post will be treated as having been received on the working day after the day upon which they were sent. For notice to be effective the server of such notice must keep proof of fax transmission and a successful far-end receipt must be kept. E-mail shall not be effective for the service of formal notices under this Agreement.
- 6.9 **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any verbal or written proposals and agreements between the parties relating to its subject matter. Except as expressly stated in writing in this Agreement, neither party has relied upon any statement or representation made by the other in agreeing to enter into this Agreement.
- 6.10 **Governing Law:** This Agreement, all matters regarding the interpretation or enforcement of it, and any other matters or disputes arising in connection with it or its subject matter, including the i-LIDS[®] Dataset, shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the duly authorised representatives of the parties have executed this Agreement on the date first above written

SIGNED by

For and on behalf of HOME OFFICE

SIGNED by

for and on behalf of
the LICENSEE

SCHEDULE 1

Licensee's Details

[] Limited, a company
registered and incorporated in England under Company number []
whose registered office is at

OR

[] of

Address:

Fax:

SCHEDULE 2

Licence Terms

1 Grant of Licence

- 1.1 In consideration of the Licensee receiving the i-LIDS[®] Dataset as a potential research tool, the Licensor hereby grants to the Licensee a non-transferable, non-exclusive licence to:
 - 1.1.1 Install and allow Permitted Users to access the i-LIDS[®] Dataset;
 - 1.1.2 use and allow Permitted Users to use the i-LIDS[®] Dataset for the Permitted Purpose;
 - 1.1.3 create new, or extend existing Ground-Truth Data; and
 - 1.1.4 use still or video images from the i-LIDS[®] Dataset, excluding the Documentation, in academic papers and/or conference presentations, provided that the Licensor consents in advance to this use in each case.
- 1.2 The Licensee acknowledges that the contents of the i-LIDS[®] Dataset and the Documentation are valuable and proprietary information of the Licensor and that all Intellectual Property in the i-LIDS[®] Dataset, the Documentation and any New Release and New Version belongs and shall belong to the Licensor and the Licensee shall have no rights in the i-LIDS[®] Dataset and Documentation other than the right to use it in accordance with the terms of this Licence.
- 1.3 The Licensee shall not, and shall procure that the Permitted Users shall not:
 - 1.3.1 use, copy, publish or transmit all or part of the i-LIDS[®] Dataset and/or Documentation except as specifically permitted in this Licence or as otherwise expressly agreed by the Licensor in writing;
 - 1.3.2 use all or part of the i-LIDS[®] Dataset and/or Documentation in commercial advertising or promotion of any kind, including without limitation, sales presentations, website pages and verbal briefings;

- 1.3.3 include the Licensor's Marks, or make references to any aspect of the i-LIDS[®] project in commercial advertising or promotion of any kind, including without limitation, sales presentations, website pages and verbal briefings;
 - 1.3.4 modify the i-LIDS[®] Dataset and/or the Documentation, except as specifically provided in Clause 1.1.3
 - 1.3.5 sell, rent out, lend, lease, sub-license or in an other way transfer the i-LIDS[®] Dataset and/or the Documentation in any form to any third party or allow the i-LIDS[®] Dataset to become the subject of any lien, charge or encumbrance;
 - 1.3.6 create any derivative works from the i-LIDS[®] Dataset, except as specifically provided in Clause 1.1.3, or reverse engineer or in any manner decode the software in the i-LIDS[®] Dataset except and only to the extent permitted by applicable law;
 - 1.3.7 disclose, sell, rent out, lend, lease, sub-license, broadcast, transmit or in an other way transfer details of any person, place or vehicle contained in the i-LIDS[®] Dataset and/or Documentation, including vehicle registration numbers.
- 1.4 The Licensee shall only allow Permitted Users to exercise any of the rights in Clause 1.1 after it has first ensured that such Permitted Users have been made aware of and have agreed to be bound by the terms of this Licence. The Licensee shall forthwith notify the Licensor in the event that it becomes aware that any person is using the i-LIDS[®] Dataset otherwise than in accordance with the terms of this Licence.
- 1.5 The Licensee shall ensure that in Installing and using the i-LIDS[®] Dataset in accordance with this Licence it shall comply and shall procure that any Permitted Users comply with the Data Protection Act 1998 to the extent that such Installation and use comprise processing of personal data. The Licensee shall indemnify and keep indemnified the Licensor in respect of any claims, proceedings, investigations or assessments, losses, damages costs, fees or expenses (including legal and professional fees) incurred by the Licensor as a result of any claim by any third party that there has breach of the Data Protection Act 1998 caused by the Licensee.

- 1.6 The Licensor may inform the Licensee of any New Release or New Version of the i-LIDS® Dataset which it intends to make available. For the avoidance of doubt, the Licensor shall not be obliged to make any New Release or New Version available to the Licensee or at all. New Releases and New Versions of the i-LIDS® Dataset will be distributed to the Licensee by the Licensor direct.
- 1.7 The Licensor undertakes at its own cost to defend the Licensee or at its option settle any claim or action against the Licensee alleging that the possession, use, development or modification of the i-LIDS® Dataset (or any part thereof) in accordance with the terms of this Licence infringes the Intellectual Property of any third party ("Claim"). For the avoidance of doubt this Clause 1.7 shall not apply where the Claim is attributable to modification of the i-LIDS® Dataset by the Licensee or use of the i-LIDS® Dataset in breach of this Licence.
- 1.8 Clause 1.7 is conditional on:
 - 1.8.1 the Licensee notifying the Licensor in writing as soon as reasonably practicable, of any Claim of which it has notice; and
 - 1.8.2 the Licensee not making any admission of liability or compromise or agreeing to any settlement of any claim without the prior consent of the Licensor;
 - 1.8.3 the Licensor having at its own expense the conduct of or the right to settle all negotiations and litigation arising from any Claim and the Licensee giving the Licensor all reasonable assistance in connection with those negotiations and such litigation at the Licensor's request and expense.
- 1.9 If any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:
 - 1.9.1 procure for the Licensee the right to continue using the i-LIDS® Dataset (or any part thereof) in accordance with the terms of this Licence; or
 - 1.9.2 modify the i-LIDS® Dataset so that it ceases to be infringing; or
 - 1.9.3 replace the i-LIDS® Dataset with non-infringing data and/or software;

1.9.4 terminate this Licence immediately by notice in writing to the Licensee.