

Model Licence – User to User

The Licensor offers You access and use of the Work (as defined below) under the terms and conditions of this Licence. Any use of the Work other than as authorised under this Licence or permitted by copyright law is prohibited. This offer is conditional on your agreement to all the terms and conditions contained in this Licence.

By using the Work You accept and agree to be bound by the terms and conditions of this Licence. The Licensor only grants you the rights contained in this Licence in consideration of your acceptance of the terms and conditions of this Licence.

If You do not agree to the terms and conditions of this Licence You should not use the Work and therefore decline this Licence, in which case You are prohibited from using the Work.

This Licence will enable You to use the Work in any way and for any such purposes that are conducive to education, teaching, learning, private study and/or research as long as You are in compliance with the terms and conditions of this Licence.

"The Licensor" – the person(s) legally entitled to offer this Licence for the Work

and

"You"

hereby agree as follows:

1. Definitions:

"Collective Work" means the Work in its entirety in unmodified form along with other independent works, assembled by You into a collective whole.

"Commercial Use" means use of the Work for the purpose of monetary reward by means of the sale, resale, loan, transfer, hire or other form of commercial exploitation of the Work.

"Derivative Work" means a work based upon the Work to which enough original creative work has been added so that the new work represents an original work of authorship.

"Work" means the work protected by copyright which is offered under the terms and conditions of this Licence.

2. Licence Grant

The Licensor hereby grants to You a non-exclusive, royalty-free licence perpetual licence to use the Work worldwide in accordance with the terms and conditions of this Licence.

3. Permitted Uses

Subject to clause 3.2, You may use the Work and any part of it in any way and for any such purposes that are conducive to education, teaching, learning, private study and/or research as long as You are in compliance with the terms and conditions of this Licence, including but not limited to:

- 3.1.1 copy the Work;
- 3.1.2 create Derivative Works;
- 3.1.3 incorporate the Work into Collective Works; and
- 3.1.4 communicate and make available the Work, Derivative Works and Collective Works to the public in any form and in any media whether now known or hereafter created.

You must at all times:

- 3.2.1 make reference to this Licence on all copies of the Work, any Derivative Works and/or the Work as incorporated in a Collective Work communicated, made available or otherwise disseminated to the public by You; and
- 3.2.2 ensure that You credit the Licensor in the Work, Derivative Work and Collective Work as appropriate to the media used and acknowledge any other parties who have contributed to or have rights in the Work, Derivative Work and or Collective Work.

4. Restrictions

- 4.1 You may not:
 - 4.1.1 use the Work and/or Derivative Works for Commercial Use.
 - 4.2.1 impose any terms on the use to be made of the Work, Derivative Works or the Work as incorporated in any Collective Work that alter or restrict the terms of this Licence or any rights granted under it or has the effect or intent of restricting the ability to exercise those rights; and
 - 4.2.2 subject the Work to any derogatory treatment as defined in the CDPA 1988.

5. Warranties and Disclaimers

- 5.1 Except as required by law, the Work and any Derivative Work is licensed by the Licensor on an 'as is' and 'as available' basis and without any warranties of any kind, either express or implied.

6. Limit of Liability

- 6.1 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 and damages however and whenever caused to You.

7. Termination

- 7.1 The rights granted to You under this Licence shall terminate automatically upon a breach by You of the terms of this Licence. For the avoidance of doubt, upon termination of this Licence, any person who has received Derivative Works or Collective Works from You will be entitled to use the Work or that part of the Work as incorporated therein as long as the licence that it is provided under is in accordance with Clause 4.1.2 and such person remains in full compliance of such licence.

8. General

- 8.1 This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.
- 8.2 This Licence constitutes the entire agreement between the parties relating to the Work and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 8.3 The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.
- 8.4 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- 8.5 Headings contained in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 8.6 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

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