

LICENCE TO RE-USE PUBLIC SECTOR INFORMATION UNDER THE EUROPEAN COMMUNITIES (RE-USE OF PUBLIC SECTOR INFORMATION) REGULATIONS 2005 (SI 279/2005)

1. Interpretation

- 1.1. A word or expression that is used in this Licence has, unless the contrary intention appears, the same meaning in this Licence that it has in the European Communities (Re-Use of Public Sector Information) Regulations 2005 (SI 279/2005).
- 1.2. In this Licence unless the context requires otherwise words importing the singular number shall include the plural and vice versa, words importing any particular gender shall include any other gender.
- 1.3. Any reference in this Licence to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may be from time to time amended, modified, extended, re-enacted or replaced (whether before or after the creation of this Licence) and including all subordinate legislation from time to time made under it.
- 1.4. The followings words and phrases shall have the following meanings:
 - “Licence”:
This Agreement made between the Licensee and a body governed by public law.
 - “Licensee”:
Any individual or legal entity agreeing to be bound by the terms and conditions of this licence.
 - “Licensor”
The copyright holder of a document licensed under this agreement and the body governed by public law issuing the document.
 - “Regulation”:
European Communities (Re-Use of Public Sector Information) Regulations 2005 (SI 279/2005)

2. Documents covered by this Licence

- 2.1. This Licence only covers a document (as defined in the Regulations) in respect of which the Regulations and this Licence are stated to apply and for the avoidance of doubt shall apply to all or part of any form of document, record or data, whether in physical, electronic or other form.

3. Re-use of documents

- 3.1. A document covered by this Licence may be re-used by a Licensee in a work (subject to the conditions of re-use set out below) for both commercial and non-commercial purposes.

4. Conditions of Re-Use

- 4.1. The re-use of a document is conditional on the Licensee:
 - (1) clearly identifying the source and title of the document;
 - (2) clearly identifying the date of publication of the document or, where no publication date is readily available, the date on which the document first became available;
 - (3) including in each work details of the copyright together with a statement that the material is being reproduced under Licence and placing this statement in such a manner or location so as to give reasonable notice of claim of copyright in the work; and
 - (4) not using the document:
 - (a) for the principal purpose of advertising or promoting a particular product or service;
 - (b) for an illegal, immoral, fraudulent or dishonest purpose or in support of the aforementioned purposes;
 - (c) in a manner which would imply endorsement by the Licensor; or
 - (d) generally in a manner which is likely to mislead others.
 - (5) not reproducing any crest, logo or mark of the State, a Government Department or a body governed by public law, except where such crest, logo, or mark forms an integral part of the document being reused.
 - (6) accurately reproducing or re-using current documents or parts thereof.

5. Sub-Licensing

5.1. The benefit of this License may not be sub-licensed.

6. General

6.1. Nothing in this Licence shall prevent:

(1) the Licensor from:

- (a) publishing a list of all licences granted under the Regulations together with details of the licensees and documents so licensed;
- (b) charging for the re-use of documents;
- (c) the lawful re-use of a document under the Copyright and Related Rights Act 2000.

6.2. This Licence does not grant the Licensee an exclusive right to re-use a document.

6.3. This Licence does not transfer any property rights to the Licensee, and the Licensee acknowledges that he does not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right) in the document.

6.4. The failure to enforce at any time or for any period any one or more of the terms or conditions of this Licence shall not be a waiver of them or of any right at any time to enforce all terms and conditions of this Licence.

6.5. The Licensee acknowledges that a document covered by this Licence may not be error free.

6.6. The Licensor shall not be liable for any loss of whatsoever kind or for any loss indirect or consequential loss whatsoever however suffered by the Licensee or for any liability of the Licensee to any third party in connection with the use of a document covered by this Licence.

7. Termination

7.1. The Licensor may terminate this Licence immediately at any time by delivering notice to the Licensee or by publishing public notice if:

- (1) the Licensee has committed an irredeemable breach of this Licence; or
- (2) the Licensee, in the licensors opinion, has failed to remedy a remediable breach of these terms within 14 days of being given notice to do so.

8. Indemnity

8.1. The Licensee agrees to keep the Licensor fully indemnified against all claims, liability, damages, costs and expenses, including legal expenses, arising out of any breach of this Licence.

9. Variation

9.1. This Licence may be varied from time to time by the Licensor without notice. The Licensee agrees to be bound by the most current version of the Licence as may be published, a copy of which may be obtained at <http://www.psi.gov.ie>.

10. Governing Law

10.1. This Licence is made under the laws of Ireland and come under the exclusive jurisdiction of the courts of Ireland.