

LICENCE TERMS AND CONDITIONS FOR USE OF THE ELECTORAL ROLL DATABASE

1. DEFINITIONS

"Electoral Roll Database" means an extract from CACI Limited's (of CACI House, Kensington Village, Avonmore Road, London W14 8TS **"CACI"**) on line database of names and addresses compiled from the Electoral Rolls produced by Local Authorities on an annual basis.

"Deliverables" means the Electoral Roll Database and any other deliverables to be delivered to the Licensee hereunder from time to time

"Licensee" means the customer named in the QAS Order Confirmation Form delivered with this Licence Pack

Words and expressions defined in the QAS Licence Terms and Conditions (contained in this Licence Pack), shall bear the same meaning herein and shall be incorporated herein by reference

2. LICENCE GRANT AND RESTRICTIONS

- 2.1 The Licensee is granted a personal non exclusive licence ("**the Licence**") to use the Deliverables only for the Licensee's internal use in conjunction with the Licensed Programs. Such internal use is limited to verification purposes only. Adding the Deliverables to an existing address list on a batch basis (ie; on a one to one basis without operator intervention between each one) is **expressly not included** within the Licence.
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- 2.3 The Licensee is hereby prohibited from making any form of extraction (which term, for the avoidance of doubt, shall not be deemed to include the extraction of individual names and addresses in the normal course of operation of the Licensed Programs) from the Deliverables for any purpose whatsoever
- 2.4 The Licensee shall not remove any proprietary notices of CACI placed in or on the Deliverables or on reports generated through the use of the Deliverables or on any media on which the same are supplied
- 2.5 The Licensee may create a limited number of additional copies of the Deliverables for backup and archival purposes only
- 2.6 During the term of this Licence the Licensee may merge elements of the Deliverables with other of the Licensee's databases but as so merged the elements shall nevertheless remain subject to the provisions of this Agreement
- 2.7 Other than as part of the normal course of operating the Licensed Programs or as otherwise expressly permitted herein, reports generated through use of the Deliverables and any lists of individual or household addresses, telephone numbers or postal codes segmented by, indexed to, or otherwise related to the Deliverables shall not be published, disclosed, licensed or otherwise made available to third parties, in whole or in part, without the express written permission of QAS and of CACI
- 2.8 This Agreement does not grant or imply any grant of a licence to use any trade mark owned by or licensed to CACI or QAS
- 2.9 The Licensee acknowledges that any classifications in the Deliverables are not personal data and reflect statistical probabilities only

3. DELIVERY AND MODIFICATIONS

- 3.1 One copy of the Deliverables will be delivered to the Licensee as soon as practicable. Risk of loss shall pass to the Licensee upon delivery.
- 3.2 QAS as agent on behalf of CACI reserves the right to make changes, modifications or enhancements to the Deliverables during the term of this Agreement

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- 4.1 Data is supplied subject to the copyright and licence restrictions of third parties including but not limited to the Crown
- 4.2 Data from the Census contained in the Deliverables which was derived from the 1991 Census and/or the Northern Ireland Census 1991 was supplied under licence from the Office of National Statistics ("ONS") and from the General Register Office for Scotland ("GROS") and from the Census Office for Northern Ireland ("CONI"). Before releasing the data, ONS, GROS and CONI performed a comprehensive edit of the data and took precautions to safeguard the privacy of individuals. The data is subject to Crown Copyright and may not be published or transferred to any party whether in whole or in part without the written permission of ONS and/or GROS and/or CONI. On all copies of the data the following notice shall be prominently displayed: "Source: ONS and/or GROS C Crown Copyright 1991 All rights reserved". Where data was supplied from Northern Ireland: "Source: Census Office for Northern Ireland C Crown Copyright 1994 all rights reserved".
- 4.3 All copies of the Deliverables and all reports will be marked: "CACI Limited 1996 All rights reserved: no right to publish is granted".

5.DATA PROTECTION ACT

It is the responsibility of the Licensee to ensure that it is appropriately registered under the Data Protection Act in respect of its proposed use of the Deliverables and all information concerning the same

6.CONFIDENTIALITY

The Licensee acknowledges that the Deliverables and all information concerning the same together with CACI's technique and know-how developed for the production and proper use thereof are trade secrets of CACI. The Licensee agrees to hold all such information in trust, to disclose such information only in accordance with the provisions of this Agreement and to take all reasonable steps to safeguard the secrecy of the Deliverables and any parts thereof and to prevent the unauthorised disclosure of any part by itself, its employees or agents and agrees to take appropriate action (by instruction, agreement or otherwise) to ensure that any persons permitted access to the Deliverables will satisfy these obligations. The provisions of this Clause 6 shall survive termination of this Agreement.

7.EFFECT OF TERMINATION

Upon termination of this Agreement, the Licensee shall destroy or return all copies of the Deliverables in its possession or under its control and shall give QAS written notice certifying that it has complied with the provisions in this Clause 7.

8.GENERAL TERMS

All the provisions of the QAS Licence Terms and Conditions shall apply to this Agreement mutatis mutandis as if set out herein in full save to the extent that any of them conflict with the express terms of this Agreement in which case the express terms of this Agreement shall prevail.