

**Model Access Licence Agreement for Use
and Re-use of Images from Highways
Agency Traffic Management Cameras by
Developers and Providers of Traffic and
Travel Information Services and Products
for the Public**

12 December 2008

MODEL

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Comment [HA2]: Highways Agency: delete footnote and replace with "[name of user as a legal entity] Licence"

MODEL ACCESS LICENCE AGREEMENT FOR USE AND RE-USE OF IMAGES FROM HIGHWAYS AGENCY TRAFFIC MANAGEMENT CAMERAS

Dated [REDACTED]

Comment [HA3]: Highways Agency to complete

Between

THE SECRETARY OF STATE FOR TRANSPORT (hereinafter referred to as “the Secretary of State“)

And

THE USER (hereinafter referred to as the “User“)

Comment [HA4]: Applicant name as a legal entity to replace “THE USER”

The Secretary of State provides access to images from the Highways Agency’s traffic management cameras on the trunk road and motorway network of England for re-use by third parties where the planned end use of the images will:

- complement the Highways Agency’s remit in operating maintaining and improving the trunk road and motorway network in England
- help deliver the Highways Agency’s core business aim of safer roads more reliable journeys and better informed travellers through the provision of timely traffic information services.

With regard to the provision by the Secretary of State to the User of access to images from the Highways Agency’s traffic management cameras on the trunk road and motorway network in England the parties have agreed as follows:

1 ACCESS LICENCE

In consideration of the performance by the User of its obligations under this Licence the Secretary of State acting under delegated licensing authority from the Controller of Her Majesty’s Stationery Office (the “HMSO”) grants the User viewing access and permission to re-use traffic images from the Highways Agency’s (“the Agency”) traffic management cameras on the trunk road and motorway network in England (“the images”) for the purposes of developing providing and evaluating the provision of timely traffic information to the public through traffic and travel information service(s) and product(s) named in **Schedules A1 and A2 of Appendix A** and their associated broadcast scripts on the radio

and television channel(s) and website(s) and other platforms named in **Schedules A1 and A2 of Appendix A** via the connection(s) to the Agency's telecommunications system as specified (the "**Technical Specification**") in **Appendix D** to this Licence and **Schedules D1 and D2 of Appendix D** to this Licence.

1.1 This Licence shall have effect on and continue for a period of 2 years unless determined in accordance with the provisions hereof and without prejudice to any party's specific rights of determination as set out within this Licence. This Licence may be extended in writing by mutual agreement of the parties or may be subject to a new Licence.

Comment [HA5]: Applicant IN PENCIL insert your preferred Licence/Service start date (to be no earlier than 5 working days from returning the completed Licence to Paul Whitehead, Highways Agency)

1.2 Any new Licence which may be negotiated in good faith between the Parties shall take effect on expiry of this Licence subject to the User giving 3 months written notice to the Secretary of State of its wish to establish a new Licence. The terms and conditions of the subsequent Licence may be different to those in this Licence.

1.3 The User acknowledges that the images distributed by the Secretary of State are Crown Copyright and that their use reproduction and re-use by the User and its servants employees workers and any inward secondees from other organisations or legal entities and by its agents and sub-contractors and by the third parties named in **Schedules A1 and A2 to Appendix A** to this Licence are governed by the terms of this Licence. For the avoidance of doubt the user agrees to bind any person or body to whom the User provides the images with the written agreement of the Secretary of State as named in **Schedules A1 and A2 of Appendix A** to this Licence to the terms set out in this Licence. In order to comply with this **Clause** the User agrees to:

- 1.3.1 acknowledge the Crown Copyright status of the images re-used in television or internet accessible traffic news broadcasts as required in **Clause 4.1** and **Clause 4.3** of this Licence in the manner specified in **Appendix A** to this Licence
- 1.3.2 credit the source of the images re-used in television or radio or internet traffic news broadcast scripts as being the Agency's traffic management cameras as required in **Clause 4.2** of this Licence in the manner specified in **Appendix A** to this Licence
- 1.3.3 refer all requests received from third parties to re-use the images to the Agency's officer holding the post identified in **Clause 18.1** of this Licence and to the on-line application form on the Agency's traffic camera pages of its website www.highways.gov.uk
- 1.3.4 provide copies to the Secretary of State of the statements published on entry to or whilst viewing the internet accessible service(s) named in **Schedules A1 and A2 of Appendix A** as required in **Clause 4.3** of this Licence and **Appendix A** to this Licence

2 USERS EQUIPMENT

2.1 The Secretary of State grants the User permission to access the images through connecting the User's system via the connection(s) to the Agency's telecommunications system using professional information technology standards and in compliance with the technical specification in **Schedules D1 and D2 of Appendix D** to this Licence and relevant British Standards or their European equivalents statutes or other Codes of Practice bylaws or statutory instruments which may be in force or come into force during this Licence.

3 COSTS AND CHARGES

3.1 The Secretary of State shall not levy a fee for the provision or use or re-use of the images of traffic conditions during the period of this Licence but reserves the right to levy a charge to recover the costs to the Agency of providing the connection(s) to the Agency's telecommunications system and reserves the right to levy a fee for the provision or use or re-use of the images under any subsequent Licence and to levy additional charge(s) to recover the additional costs to the Agency arising from additional usage(s) agreed in writing by the Secretary of State during the period of this Licence. The charges(s) agreed for the period of this Licence are detailed in **Schedules A1 and A2 of Appendix A**.

3.2 For the avoidance of doubt the User shall be responsible for and shall pay all costs related to the provision maintenance rental and use of all equipment and telecommunications services required to transmit the images from the Agency's telecommunications system to the User's organisation and shall indemnify the Secretary of State against any costs arising from such responsibilities.

4 ACKNOWLEDGEMENT OF COPYRIGHT AND HIGHWAYS AGENCY

4.1 The User shall credit the Crown Copyright status of the images and the Secretary of State's licensing of all images re-used as images in traffic news television and internet accessible broadcasts by placing a credit to the Crown Copyright status of the images and a credit to the Agency in accordance with **Appendix A** to this Licence.

4.2 The User shall for all radio and television and other oral broadcasts of traffic information which are based in whole or part on the User's use and re-use of the images include a reference to the source of the information as being partly or wholly derived from the Agency's traffic management cameras in accordance with the terms of **Appendix A** to this Licence.

4.3 Where the images used or re-used in internet based service(s) are derived in whole or part from the traffic management cameras connected to the Agency's telecommunications system the User shall ensure that the Crown Copyright status of the images and the Secretary of State's licensing of the images are credited by placing a statement on entry to or whilst viewing the service(s) and product(s) named in **Schedules A1 and A2 of Appendix A** in accordance with the requirements specified in **Appendix A** to this Licence with a hyperlink to an Information Page (the "**Information Page**"). The User shall ensure that the **Information Page** includes the information required in **Appendix B** to this Licence and as specified in **Schedule B1 to Appendix B**.

5 INDEMNITY

5.1 The User shall be liable for and shall indemnify and keep indemnified the Secretary of State against all losses actions claims costs damages demands expenses (including but not limited to all reasonable legal costs and disbursements) and proceedings whatsoever incurred by or made against him arising from a direct consequence of the User's use and re-use of the images negligently or in a way which is not permitted under this Licence or otherwise arising from a material breach of the provisions of this Licence in all circumstances where such claim does not arise directly or indirectly from the negligent acts of the Secretary of State PROVIDED THAT the User shall not be liable under such indemnity to the extent that the claim arises or is increased or aggravated as a result of any failure by the Secretary of State to act with reasonable prudence and to take reasonable steps to minimise the claim.

5.2 The Secretary of State shall have no liability and the User shall have no claim whatsoever against the Secretary of State in the event of the images not being available to the User for any reason

6 PROVISION OF TRAFFIC IMAGES

6.1 The terms of this Licence shall not provide the User with exclusive rights to have access to or to use or re-use images from the Agency's traffic management cameras

6.2 The User shall have no operational control over the traffic management cameras or exclusive access to or use of any traffic management camera. For the avoidance of doubt the User acknowledges that the Secretary of State and the Police Service and their respective servants employees workers and any inward secondees from other organisations or legal entities and its agents contractors and subcontractors have priority of use and shall control priority of use by other users and have operational control in relation to panning and zooming of the traffic cameras in their absolute discretion.

6.3 The Secretary of State's provision of images to the User is made without any warranties or guarantees of any kind whatsoever whether implied or explicit on the level and quality of service to be provided or that access to images will be uninterrupted or error free.

6.4 The Secretary of State shall use his best endeavours to maintain the User's continuity of access to the images but in the event of an emergency or security requirement he shall be entitled immediately and without notice to cease provision of images from specific camera(s) or images of a scene which in his sole and absolute discretion are not in the interests of operational requirements or the good or proper interests of the public or good or proper interests of policing.

6.5 The Secretary of State reserves the right to change at any time and without prior notice and without liability the traffic management camera sites provided to the User.

6.6 The Secretary of State reserves the right to substitute or replace existing traffic management cameras and the telecommunications network with new technology or to run such new technology in tandem with existing infrastructure. The Secretary of State undertakes to give the User due notice of any changes in the technical specification set out in **Appendix D** and the **Schedules thereto**.

6.7 Administrative details relating to this Licence are specified in **Appendix E**.

7 PERMITTED USE AND RE-USE OF TRAFFIC IMAGES

7.1 The User shall only use and re-use the images for the purposes of developing providing and evaluating the provision of traffic information to the public through the traffic and travel information service(s) and product(s) named in **Schedules A1 and A2 of Appendix A** to this Licence and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named in **Schedules A1 and A2 of Appendix A** to this Licence in accordance with the editorial control policy and procedures ("**Statement of Editorial Control Policy**") at **Appendix B** to this Licence. The User shall not use or re-use or publish or broadcast or

otherwise transmit or otherwise facilitate the use or re-use or publication or broadcasting or transmission of the images for any other purpose whatsoever without the written agreement of the Secretary of State.

7.2 No use or re-use of the images is permitted under this Licence except as specified in **Clause 7.1** of this Licence.

7.3 Any new or changed use or re-use or any new or changed traffic information services or product(s) or any new or changed third party users or any new or changed distribution platforms shall be subject to the written agreement of the Secretary of State and shall require the prior written agreement of the Secretary of State and shall either be:

7.3.1 subject to a new Licence or

7.3.2 named and detailed in revisions to **Schedules A1 and A2 of Appendix A** to this Licence and reissued for signature by the Secretary of State and the User and shall not take effect until signed by the Secretary of State except that:

7.3.2.1 any changes to the third parties named in **Schedules A1 and A2 of Appendix A** to this Licence arising as a result of any third party joining or leaving a third party network(s) named in **Schedules A1 and A2 of Appendix A** shall not require the prior written agreement of the Secretary of State; subsequently annually on the anniversary of the commencement date of the Licence **Schedules A1 and A2 of Appendix A** to this Licence shall be revised to take account of any changes to the third parties joining or leaving a third party network(s) and the relevant Schedule(s) shall be reissued for signature by the Secretary of State and the User.

7.3.2.2 any changes in the published location detailing the composition and access addresses of the User's licensed network(s) named in **Schedules A1 and A2 of Appendix A** shall be notified to the Secretary of State in writing within 7 days of the change and the Schedule(s) shall be revised and re-issued for signature by the Secretary of State and the User

7.3.2.3 any changes in the names and access addresses of existing licensed third party service(s) named in **Schedules A1 and A2 of Appendix A** to this Licence shall be revised annually on the anniversary of the commencement date of this Licence to take account of the changes and the relevant Schedule(s) shall be reissued for signature by the Secretary of State and the User.

8 CONDITIONS FOR USE AND RE-USE

8.1 The User shall use and re-use the images only for the purposes specified in **Clause 7.1** of this Licence and **Appendix A** to this Licence and detailed in **Schedules A1 and A2 to Appendix A** to this Licence.

8.2 The User shall control the images in accordance with the requirements of the Statement of Editorial Control Policy at **Appendix B** to this Licence. For the avoidance of doubt the User is wholly responsible for the editorial control of the images broadcast by the third parties named in **Schedules A1 and A2 to Appendix A** to this Licence on the radio and television channels and website(s) and other platform(s) named in **Schedules A1 and A2 to Appendix A** to this Licence.

8.3 The User shall ensure that all images information and material published broadcast or otherwise transmitted by the User or by third parties named in **Schedules A1 and A2 to Appendix A** shall be accurate appropriate and timely provided that the images received from the Agency's traffic management cameras are accurate appropriate and timely. The User's procedure(s) for ensuring that the images are timely is specified in **Appendix A**.

8.4 The User shall not provide copies of the images to any third party other than those named in **Schedules A1 and A2 to Appendix A** to this Licence for the traffic information services and product(s) named in **Schedules A1 and A2 to Appendix A** to this Licence and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named in **Schedules A1 and A2 to Appendix A** to this Licence; PROVIDED THAT any refusal to provide copies of the images does not contravene an individual's rights under the Data Protection Act 1998 or the Freedom of Information Act 2000 or other legislation in force or which comes into force during the period of this Licence and the User agrees to refer all requests received for copies of the images in the first instance to the Agency's officer holding the post identified in **Clause 18.1** of this Licence and to the on-line application form on the Agency's traffic camera pages of its website www.highways.gov.uk.

8.5 For the purpose of establishing the extent to which the use and re-use of the images as permitted by this Licence is effective in meeting the Secretary of State's objectives the User shall in accordance with **Appendix C** to this Licence and **Schedules C1 and C2 of Appendix C** to this Licence monitor and collect data and undertake customer research and evaluate the service(s) named in **Schedules A1 and A2 of Appendix A** and provide the data and results to the Secretary of State in a written report to be submitted by the User in accordance with the frequency required in **Appendix C** to this Licence and **Schedules C1 and C2 of Appendix C** of this Licence addressing each of the Evaluation's objectives as detailed in the evaluation framework (the "**Evaluation Framework**") at **Appendix C** to this Licence.

8.6 Subject to 14 days written notice by the Secretary of State meeting(s) may be convened with the User at the User's offices. The User shall provide appropriate representation which shall include the representatives named in **Schedules A1 and A2 of Appendix A** to this Licence or alternative representatives acceptable to the Secretary of State.

9 DEALING

9.1 This Licence is personal to the User and is binding on any successors in title.

9.2 The User shall not assign charge mortgage transfer or sub-contract or otherwise dispose of this Licence or any part of this Licence or its obligations under this Licence or any part of this Licence.

9.3 The User shall not provide access to the images from the Agency's traffic management cameras to any third party without the prior written permission of the Secretary of State other than in accordance with this Licence and **Appendix A** to this Licence and **Schedules A1 and A2 of Appendix A** to this Licence and the User shall not sell the images from the Agency's traffic management cameras to which it has access under this Licence to any third party except that the User may develop traffic information services and product(s) based on the images for sale to the third parties named in **Schedules A1 and A2 of Appendix A** to this Licence on the radio and television channel(s) and other platform(s) named in **Schedules A1 and A2 of Appendix A** to this Licence during the period of this Licence.

10 DATA PROTECTION ACT 1998

10.1 All use and re-use of images must comply with the Data Protection Principles as outlined in the Data Protection Act 1998.

10.2 The User acknowledges that it is a "Data Controller" as defined in the Data Protection Act 1998 with respect to its own use and re-use of the images and undertakes to comply with the Act and all subsequent legislation.

10.3 The User shall give notification of the purpose(s) for which it will use and re-use the images under this Licence to The Office of the Information Commissioner where appropriate and comply with any conditions imposed by the Information Commissioner.

10.4 The User shall also comply with:

10.4.1 the recommendations contained within the “Code of Practice on the Management of Records” November 2002 issued by the Ministry of Justice and any subsequent versions of the Codes

10.4.2 the provisions of all relevant Designated Codes of Practice relating to journalism established by Order made under Section 32(3)(b) of the Data Protection Act 1998 which are or come into force during the period of this Licence.

10.5 In ensuring that the User's use and re-use of the images complies with the Data Protection Act 1998 the User shall refer to and make use as appropriate of amongst other things current guidance and any subsequent versions thereof provided by the Ministry of Justice (MOJ) the Information Commissioner's Office (ICO) the National Archive (TNA) and their predecessor and successor bodies including:

10.5.1 “The Data Protection Act 1998 Legal Guidance”, ICO

10.5.2 “The Data Protection Act 1998 Principles”, ICO

10.5.3 “The Guide to Data Protection Auditing”, ICO

10.5.4 “CCTV Code of Practice, July 2000”, ICO

10.5.5 “Handling Subject Requests”, MOJ

10.5.6 “Code of Practice on the Management of Records”, TNA

10.6 The parties agree that where the User receives a request for copies of any images from an individual data subject such requests shall be dealt with in accordance with **Clause 8.4** of this Licence. The User shall deal with the request in accordance with the Data Protection Act 1998 and refer the matter to the Agency. The Agency undertakes that in dealing with such requests it shall do so in accordance with the Data Protection Act 1998.

11 HUMAN RIGHTS ACT 1998

11.1 The User agrees and acknowledges that at all times it will not act in relation to these images in such a way that the Secretary of State will be in breach of Article 8 of the Human Rights Act 1998.

11.2 In ensuring that the User's use and re-use of the images complies with **Clause 11.1** of this Licence the User shall refer to and make use as appropriate of amongst other things guidance issued by the Ministry of Justice and its predecessor and successor bodies.

12 FREEDOM OF INFORMATION ACT 2000

12.1 The User agrees and acknowledges that it will at all times throughout the duration of this Licence comply with the Freedom of Information Act 2000 if applicable

12.2 In ensuring compliance with the Freedom of Information Act 2000 if applicable the User shall refer to and make use as appropriate of amongst other things guidance issued by the Ministry of Justice (MOJ) The National Archive (TNA) the Information Commissioner's Office (ICO) and their predecessor and successor bodies including the recommendations contained within the following Codes of Practice and any subsequent versions of them:

- 12.2.1 "Code of Practice on the discharge of public authorities functions under part 1 of the Freedom of Information Act 2000 – dealing with requests for information" November 2002, MOJ
- 12.2.2 "Code of Practice on the Management of Records" November 2002, MOJ

13 TRAFFIC IMAGE DISTRIBUTION SYSTEM - STAFF AND SECURITY

13.1 The User shall comply with the following conditions:-

13.1.1 to put in place controls to ensure that the security reliability performance accuracy and completeness of the Agency's telecommunications system and data is not compromised:

- 13.1.1.1 as a result of the connection(s) of the User to the system
- 13.1.1.2 as a result of threats to the system
- 13.1.1.3 by unauthorised disclosure of confidential data

13.1.2 to maintain such security measures as may from time to time be reasonably specified by the Secretary of State to prevent unauthorised access to the Agency's telecommunications system and data including:

- 13.1.2.1 holding securely and not divulging to any party other than the Secretary of State any usernames and passwords issued by the Agency
- 13.1.2.2 disallowing unauthorised users from accessing the Agency's telecommunications system

13.1.3 without prejudice to the application of the Official Secrets Acts the Data Protection Act 1998 the Human Rights Act 1998 and the Freedom of Information Act 2000 to any such information the User undertakes

13.1.3.1 to treat confidential information which may be derived from or obtained in the course of this Licence or which may come into the possession of the User or any of its servants employees workers and inward secondees from other organisations or legal entities or any of its agents contractors or sub-contractors as a result of or in connection with this Licence as confidential

13.1.3.2 to provide all necessary precautions to ensure that all such confidential information is treated as confidential by the User and his servants employees workers and any inward secondees from other organisations or legal entities and by its agents contractors or sub-contractors

14 TERMINATION SUSPENSION AND VARIATION

14.1 This Licence shall terminate at the expiration date of 2 years from the date of commencement unless the parties mutually agree otherwise in accordance with **Clause 1.1** of this Licence.

14.2 The User may terminate this Licence at the expiration of 9 months from the date of commencement and its involvement in this Licence shall absolutely cease subject to:

14.2.1 the User giving the Secretary of State 7 days written notice of its desire to be released from this Licence and its reasons for desiring to be released from this Licence and

14.2.2 the User delivering the report required in **Clause 8.5** of this Licence and

14.2.3 the Secretary of State convening a meeting to discuss the report in accordance of the terms of **Clause 8.6** of this Licence.

14.3 The Parties shall be entitled to suspend this Licence if in their reasonable opinion they deem it necessary having notified the other party in writing at least 7 days in advance of their intention of doing so and their reasons for doing so.

14.4 The Secretary of State shall be entitled to vary suspend or terminate this Licence if in his reasonable opinion he deems it necessary having notified the User in writing at least 7 days in advance of his intention of doing so and his reasons for doing so.

14.5 Without prejudice to **Clause 14.1** and **Clause 14.2** and **Clause 14.4** of this Licence the Secretary of State shall be entitled to terminate the whole or part of this Licence by written notice to the User 7 days in advance:

14.5.1 if the User shall become bankrupt or shall execute a Deed of Arrangement or assignment for the benefit of or shall compound with his creditors under the provision of the insolvency laws for the time being in force

14.5.2 if the User being a company shall go into liquidation become insolvent or if any resolution or order is passed or made for the purposes of voluntarily compulsorily winding up the User save for the purposes of bona fide reconstruction on terms acceptable to the Secretary of State

14.5.3 in the event of a receiver or manager or administrator being appointed to the User.

14.6 Upon the giving of such a notice under **Clauses 14.2** or **Clause 14.3** for the period of suspension or **Clause 14.4** or **Clause 14.5** or upon the termination of the Licence under **Clause 1.1** or **Clause 14.1** all the benefits rights and licences granted to the User under this Licence shall immediately cease.

15 WAIVER

15.1 Failure by either party at any time to enforce any provision of this Licence or to require performance by the other party of any of the provisions of this Licence shall not be construed as a waiver of any such provision and shall not affect the validity of the Licence or any part thereof or the right of a party to enforce any provision at any time in accordance with its terms.

16 GOVERNING LAW

16.1 This Licence shall be governed by and construed in accordance with English Law and the User hereby irrevocably submits to the jurisdiction of the English Courts.

17 STATUTE

17.1 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.

18 NOTICES

18.1 Any demand notice or other communication given hereunder or pursuant to this Licence may be served personally on the addressee or sent by registered post or by recorded delivery or transmitted by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown in this Licence or to such other address as the party may by notice to the other party have substituted

therefor shall be deemed effectively given on the day when in the course of the means of transmission it would first be received by the addressee in normal business hours. The address for notices to be sent to the Secretary of State is per Director of Information, Information Directorate, Highways Agency, Broadway, Broad Street, Birmingham B15 1BL. The address for notices to be sent to the User is per

.....
.....

Comment [HA6]: Applicant to complete using the format used for the Highways Agency

19 CLAUSE HEADINGS

19.1 Clause headings are for reference only and shall not affect the interpretation of this Licence.

20 ENFORCEABILITY

20.1 If any provision of this Licence shall be held invalid illegal or unenforceable for any reason the validity legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

21 CONFLICT

21.1 Where there is any conflict or inconsistency between the standard terms and conditions in this Licence and any special condition contained in the Schedules to the Licence, the special condition shall prevail.

22 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

22.1 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence. Therefore a person who is not a party to this Licence shall not be able to enforce any of the terms of this Licence against either the Secretary of State or the User.

IN WITNESS whereof these presents consisting of this Licence its Appendices and associated Schedules are executed as follows:

Subscribed for and on behalf of the User

Model Licence: Traffic Information Services
for the Public 12 December 2008

Comment [HA7]: Applicant name (as a legal entity).

by
being the proper and duly authorised officer at
.....
on
before the following witness
.....
.....
.....
.....(Signed)

Comment [HA8]: Applicant
signatory's name

Comment [HA9]: Applicant
address where Licence is
signed by Applicant

Comment [HA10]: Applicant
date that Licence is signed by
Applicant

Comment [HA11]: Applicant
name and address of
Applicant's witness

Comment [HA12]: Applicant
Applicant's signatory of the
Licence

Comment [HA13]: Applicant
Applicant's witness to sign

.....(Witness)

and they are subscribed for and on behalf of the Secretary of State by
.....
being an officer of the Highways Agency at Broadway, Broad Street, Birmingham B15 1BL on
.....
before the following witness:
.....
.....
.....(Signed)
.....(Witness)

Comment [HA14]: Highways
Agency to complete with name
of authorised signatory

to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA15]: Applicant name (as a legal entity) to replace "THE USER"

ADDITIONAL CONDITIONS OF USE AND RE-USE

With regard to the provision by the Secretary of State to the User of a Licence to access and re-use images from the Agency's traffic management cameras the parties have agreed the following additional conditions of use and re-use:-

1. PERMITTED USE AND RE-USE

1.1 The Secretary of State acting under delegated authority from the Controller of Her Majesty's Stationery Office (HMSO) licenses under non-exclusive licences eligible third party users viewing access and permission to use and re-use the images for permitted types of use and re-use which support the Agency's core business functions and objectives.

1.2 Eligible third parties are those whose planned end use of the images

1.2.1 complement the Agency's remit in operating maintaining and improving the trunk road and motorway network in England

1.2.2 help to deliver the Agency's core business aims of safer roads more reliable journeys and better informed travellers.

1.3 With regard to **Clause 7.1** of this Licence permitted use is the use or re-use of the images for the provision of traffic information in licensed traffic and travel information services or products:

1.3.1 to the public to enable better journey planning

1.3.2 to complement the Agency's traffic management and maintenance and network operation functions

1.4 The images distributed are from the Agency's traffic management cameras. Images from enforcement cameras or cameras to which Automatic Number Plate Recognition technology or other data recognition technology are attached are not distributed to licensees or the public. The User receives the images via the connection(s) to the Agency's telecommunications system specified in **Schedule D1 and Schedule D2 of this Licence**.

2. VARIATION SUSPENSION TERMINATION

2.1 With regard to **Clause 1.1** and notwithstanding the generality of **Clause 14.4** of this Licence the Secretary of State may vary or suspend or terminate this Licence if in his reasonable opinion the User and or any of the third parties and the services named in **Schedules A1 and A2 to this Appendix** compromises or no longer fulfils the purposes of this Licence as stated in the **preamble and Clause 1** to this Licence.

3. CHARGES AND SERVICE LEVEL

3.1 With regard to **Clause 3.1** of this Licence the fees and charges levied by the Secretary of State to recover the costs to the Agency of providing the connection(s) to the User to the Agency's telecommunications system are levied in accordance with Government policy and guidelines and are detailed on the Traffic Camera pages of the Agency's website <http://www.highways.gov.uk/>. The charge to the User under this Licence and the service level provided to the User under this Licence are specified in **Schedules A1 and A2 to this Appendix**.

4. ACKNOWLEDGEMENT OF CROWN COPYRIGHT AND THE HIGHWAYS AGENCY

4.1 Publication Broadcasts and Other Transmission of images

4.1.1 With regard to **Clause 4.1** of this Licence the User shall place a credit to the Crown Copyright status of the images and to the Agency in the form of the Crown Copyright symbol or a text acknowledgement for the Crown Copyright and the Agency's logo or a text acknowledgement for the Agency as specified in **Schedules A1 and A2 to this Appendix** of a size that ensures it is legible at all times alongside each image displayed on the television channel(s) and website(s) and other platform(s) named in **Schedules A1 and A2 to this Appendix**.

4.2 Broadcast Scripts

4.2.1 With regard to **Clause 4.2** of this Licence the radio and television and website and other platforms' broadcast scripts used in relation to the images on the services named in **Schedules A1 and A2 of this Appendix** shall on a periodic basis of not less than once a day include a reference to the source of information for the broadcast deriving wholly or in part from the Agency's traffic management cameras.

4.3 Handheld Devices

4.3.1 With regard to **Clause 4.3** of this Licence where images on the service(s) named in **Schedules A1 and A2 of this Appendix** may be viewed via handheld devices the User shall place the following statements on entry to or whilst viewing the service(s) named in **Schedules A1 and A2 of this Appendix** with a hyperlink to the **Information Page** required under **Clause 4.3** of this Licence which shall provide the information required in **Appendix B** and **Schedule B1 to Appendix B**:

4.3.1.1 "The images are Crown Copyright. The terms and conditions governing their use and reproduction and re-use is detailed in the **Information Page**"

4.3.1.2 "Do not view traffic images whilst driving".

5. EDITORIAL CONTROL

5.1 With regard to **Clause 8.2** of this Licence and **Appendix B** the User agrees to ensure that internet quality images are refreshed in compliance with the refresh rate(s) specified in **Schedule A1 to this Appendix** and that live video images are handled in accordance with the procedures specified in **Schedule B2 to Appendix B**.

6. TIMELINESS OF IMAGES

6.1 With regard to **Clause 8.3** of this Licence the User agrees that the images shall carry a date and time stamp showing the time at which the image was sourced from the Agency's traffic management cameras.

7 THE USER'S REPRESENTATIVES

7.1 With regard to **Clause 8.6** of this Licence the User's representatives are those named in **Schedules A1 and A2 to this Appendix** .

8 AGREED THIRD PARTY USERS AND DEALING

8.1 With regard to **Clause 8.4** and **Clause 9.3** of this Licence the User shall not pass on copies of the images to which it has access under this Licence to any third party other than those named in **Schedules A1 and A2 to this Appendix** or permit publication broadcast or transmission on the radio and television channel(s) and website(s) and other platform(s) other than those named in **Schedules A1 and A2 to this Appendix**.

9 REVISIONS TO SCHEDULES A1 AND A2 OF THIS APPENDIX

9.1 Any new or changed re-usage or service(s) or platform(s) or agreed third parties shall be made in accordance with the requirements of **Clause 7.3** of this Licence and the relevant

Schedule A1 and or A2 of Appendix A shall be revised and reissued for signature by the Secretary of State and the User in accordance with the requirements of **Clause 7.3** of this Licence and shall only take effect in accordance with the provisions of **Clause 7.3** of this Licence. The revised Schedule(s) shall be attached to this **Appendix**.

.....
Signed for and on behalf of the User
.....
Signed for and on behalf of the Secretary of State
Dated

Comment [HA16]: Applicant for Applicant's signatory of the Licence

Comment [HA17]: Applicant name (as a legal entity) to replace "The User"

Comment [HA18]: For Highways Agency to complete

Comment [HA19]: For Highways Agency to complete

MODEL

to
APPENDIX A
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

Comment [HA20]: Applicant
name as a legal entity to
replace "THE USER"

INTERNET QUALITY IMAGES

Comment [HA21]: : if Internet
Quality images are not being
licensed – replace text from
underneath here to above the
signature field with "Not
applicable to this Licence"

1 CHARGES AND SERVICE LEVEL

1.1 With regard to **Clause 3.1** of this Licence and **Appendix A** to this Licence the initial charge to the User to recover the cost to the Agency of providing the connection to the User to the Agency's telecommunications system to provide the User with access to real-time **internet quality images** at service level *[number]* of *[number]* images refreshed over 1 minute or its equivalent is sterling *[number in words (£number)]* excluding Value Added Tax. An annual charge is payable thereafter at the commencement of year 2 of this Licence. Charges and payment terms and conditions current at any time are detailed on the Traffic Camera pages of the Highways Agency's website <http://www.highways.gov.uk>.

Comment [HA22]: Applicant
see options on the HA's
website Traffic Camera pages
<http://www.highways.gov.uk>

Comment [HA23]: Applicant
ditto

Comment [HA24]: Applicant
ditto

2 ACKNOWLEDGEMENT OF CROWN COPYRIGHT AND THE HIGHWAYS AGENCY

2.1 With regard to **Clause 4.1** of this Licence and **Appendix A** to this Licence the User shall for all publications broadcasts and other visual transmissions using the images place a credit to the Crown Copyright status of the images and to the Agency in the form of the Crown Copyright symbol and the Agency's logo in conformity with the requirements specified in **Appendix A** relating to acknowledgement of Crown Copyright and the Agency.

3 EDITORIAL CONTROL

3.1 With regard to **Clause 8.2** of this Licence and **Appendix B** to this Licence the User agrees to ensure that the images are refreshed no later than once every 5 minutes or where this cannot be done the message "camera unavailable" or an equivalent graphic shall be displayed.

4 THE USER'S REPRESENTATIVES

4.1 With regard to **Appendix A** and **Appendix C** to this Licence the User's representatives for **internet quality images** shall be the User's [job titles of policy representatives and technical representatives].

Comment [HA25]: Applicant to provide at least one policy representative and one technical representative

5. TERMINATION SUSPENSION AND VARIATION

5.1 With regard to **Clause 14.3** of this Licence the period of suspension shall run concurrently with the period of this Licence. For the avoidance of doubt where the period of suspension lasts until the expiration date of the Licence as specified in **Clause 1.1** and **Clause 14.1** of this Licence the Licence shall terminate on the expiration date unless the Parties mutually agree otherwise in accordance with **Clause 1.1** of this Licence

6 AGREED SERVICES AND AGREED THIRD PARTY USERS AND DEALING

6.1 With regard to **Clause 8.4** and **Clause 9.3** of this Licence the User shall not use or re-use the images for any service(s) or product(s) other than those named **herein** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein** or pass on copies of the **internet quality images** to which it has access under this Licence to any third party other than those named **herein** for the services and product(s) named **herein** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein**:

6.1.1 [name of product/service and website address where relevant] provided [by the User] [to name of third party where relevant] to provide traffic information to [the public] [subscribers] [contracted customers] via internet accessible devices from or across [insert website address where relevant] for publication broadcast and transmission on the [broadcast channels/and websites] named **herein**:

Comment [HA26]: Applicant to provide names of services

Comment [HA27]: Applicant Option 1 where it is a service provided by the User

Comment [HA28]: Applicant Option 2 where it is a service provided by a third party – please provide names of any third parties on whose platforms the images will be re-used

Comment [HA29]: Applicant to advise which option is relevant

Comment [HA30]: Applicant to provide names and for websites, urls

Comment [HA31]: Applicant to advise which options are relevant

6.1.1.1

6.1.1.2

6.1.1 [name of service network] Network providing traffic information to the public via [name of owner of network] Network of [type of network eg regional newspaper websites across England] as named and published on the [name and url for location of data publication] of its website and accessible via internet accessible device(s). In accordance with **Clause 1.3** of this Licence the User shall bind all parties in this Network to the terms set out in this Licence. In accordance with **Clause 7.3.2.2** of this Licence the User shall notify the Secretary of State of any changes in its published location detailing the composition and access addresses of this Network in the manner specified therein.”

Comment [HA32]: Highways Agency: Option A where there is no network of services eg a network of regional newspaper websites

Comment [HA33]: Applicant ditto

Comment [HA34]: Applicant to provide names of services

Comment [HA35]: Applicant to provide names of User or any third parties on whose platforms the images will be re-used

Comment [HA36]: Applicant to provide description

Comment [HA37]: Applicant to provide names and url

6.1.2 as above for other licensed services/products

6.1.3 as above for other licensed services/products

Comment [HA38]: Highways Agency: Option B where there is a network of services eg a network of regional newspaper websites

.....

Signed for and on behalf of the User

Comment [HA39]: Applicant for Applicant's signatory of the Licence

.....

Signed for and on behalf of the Secretary of State

Comment [HA40]: Applicant name (as a legal entity) to replace "The User"

Comment [HA41]: For Highways Agency to complete

Dated

Comment [HA42]: For Highways Agency to complete

MODEL

to
APPENDIX A
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

LIVE VIDEO IMAGES

1 CHARGES AND SERVICE LEVEL

1.1 With regard to **Clause 3.1** of this Licence and **Appendix A** to this Licence the initial charge to the User to recover the cost to the Agency of providing the connection to the User to the Agency's telecommunications system to provide the User with access to **live video images** at service level *[name]* for *[number]* output(s) is sterling *[number in words (£number)]* excluding Value Added Tax. An annual charge is payable thereafter at the commencement of year 2 of this Licence. Charges and payment terms and conditions current at any time are detailed on the Traffic Camera pages of the Highways Agency's website <http://www.highways.gov.uk>.

Comment [HA43]: Applicant
name as a legal entity to replace "THE USER"

Comment [HA44]: : if Live Video images are not being licensed – replace text **from underneath here to above the signature field** with "**Not applicable to this Licence**"

Comment [HA45]: Applicant
see options on the HA's website Traffic Camera pages <http://www.highways.gov.uk>

Comment [HA46]: Applicant
ditto

Comment [HA47]: Applicant
ditto

2. ACKNOWLEDGEMENT OF CROWN COPYRIGHT AND THE HIGHWAYS AGENCY

2.1 With regard to **Clause 4.1** of this Licence and **Appendix A** to this Licence the User shall for all publications broadcasts and other visual transmissions using the images place a credit to the Crown Copyright status of the images and to the Agency in the form of the Crown Copyright symbol and the Agency's logo in conformity with the requirements specified in **Appendix A** relating to acknowledgement of Crown Copyright and the Agency.

3 EDITORIAL CONTROL

3.1 With regard to **Clause 8.2** of this Licence and **Appendices A and B** to this Licence the User agrees to handle the images in accordance with the procedures specified in **Appendix B** and **Schedule B2 to Appendix B**.

4. THE USER'S REPRESENTATIVES

4.1 With regard to **Appendix A** and **Appendix C** to this Licence the User's representatives for **live video images** shall be the User's *[job titles of policy representatives and technical representatives]*.

Comment [HA48]: Applicant
to provide **at least** one policy representative and one technical representative

5. TERMINATION SUSPENSION AND VARIATION

5.1 With regard to **Clause 14.3** of this Licence the period of suspension shall run concurrently with the period of this Licence. For the avoidance of doubt where the period of suspension lasts until the expiration date of the Licence as specified in **Clause 1.1** and **Clause 14.1** of this Licence the Licence shall terminate on the expiration date unless the Parties mutually agree otherwise in accordance with **Clause 1.1** of this Licence

6 AGREED SERVICES AND AGREED THIRD PARTY USERS AND DEALING

6.1 With regard to **Clause 8.4** and **Clause 9.3** of this Licence the User shall not use or re-use the images for any service(s) or product(s) other than those named **herein** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein** or pass on copies of the **live video images** to which it has access under this Licence to any third party other than those named **herein** for the services and product(s) named **herein** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein**:

6.1.1 [name of product/service where relevant] [provided to name of third party where relevant] to provide traffic information to [the public] [subscribers] [contracted customers] via the [broadcast channels/and websites] named **herein**:

6.1.1.1

6.1.1.2

6.1.1.3

6.1.2 as above for other licensed services/products

6.1.3 as above for other licensed services/products

Comment [HA49]: Applicant to provide names of services

Comment [HA50]: Applicant to provide names of any third parties on whose platforms the images will be re-used

Comment [HA51]: Applicant to advise which option is relevant

Comment [HA52]: Applicant to advise which option are relevant and to provide names (and for websites, urls)

Comment [HA53]: Applicant ditto

Signed for and on behalf of the User [.....]

Comment [HA54]: Applicant for Applicant's signatory of the Licence

Signed for and on behalf of the Secretary of State [.....]

Comment [HA55]: Applicant name (as a legal entity) to replace "The User"

Comment [HA56]: For Highways Agency to complete

Dated [.....]

Comment [HA57]: For Highways Agency to complete

to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA58]: Applicant name (as a legal entity) to replace "THE USER"

STATEMENT OF EDITORIAL CONTROL POLICY

With regard to the provision by the Secretary of State to the User of a Licence to access and to re-use images from the Agency's traffic management cameras the parties have further agreed this Statement of Editorial Control Policy. The User shall be responsible for implementing the policy during the period of this Licence as required in **Clause 7.1** and **Clause 8.2** of this Licence.

1. Context

1.1 The Agency's telecommunications system provides images in a range of picture qualities – from live video to regularly updated still jpeg images. The quality of the image supplied varies according to the planned end use of the images. An automatic Image Control System (ICS) prevents the transmission of pictures which could identify an individual when cameras zoom in beyond a pre-defined safe limit. An automatic Access Control System (ACS) prioritises and controls which users see what quality of images. Only the police and the Agency's operational staff and agents are able to over-ride the automatic Image Control System and continue to see images in support of their policing and network functions. The Supervisor of a Regional Control Centre may manually take exclusive control of the cameras and block images to all other users for operational purposes and in the interests of operational requirements or the good or proper interests of the public or good or proper interests of policing.

1.2 The parties to this Licence shall use all reasonable endeavours in accordance with the terms of **this Licence** and the agreed editorial control procedures **herein** to ensure to the best of their knowledge and belief that the images published broadcast or otherwise transmitted relate purely to the traffic effects of incidents and that they are compliant with all legal requirements and do not offend public decency invade personal privacy or cause trauma.

1.3 In particular the parties agree that they will use their reasonable endeavours to avoid publication or broadcast or transmission of images or information which:

1.3.1 show victims of road or other traffic accidents

- 1.3.2 show police or security or other emergency operations; PROVIDED THAT this does not preclude images of police and other service vehicles and police and other service staff attending an incident
- 1.3.3 show criminal offences in progress
- 1.3.4 show other matters governed by the Official Secrets Acts and the Data Protection Act 1998 and the Human Rights Act 1998 and other appropriate legislation which may be in force or come into force during the period of this Licence
- 1.3.5 would or could in their reasonable opinion cause offence or distress to any of the User's employees or members of the public
- 1.3.6 in their reasonable opinion are likely to hinder or impede the proper interests of policing
- 1.3.7 show other matters that have been mutually agreed by the Parties in writing during the course of the Evaluation as being unsuitable for publication.

2. Procedures for Handling Live Video Images

2.1 The User shall not publish broadcast or otherwise transmit uncontrolled **live video images** from the Agency's telecommunications system. In particular the User agrees to take all reasonable steps to ensure compliance with all legal requirements and the requirements of this Licence to prevent the distribution of unsuitable images including reviewing the images to be published or broadcast prior to their transmission and/or other steps as specified in **Schedule B2** to this Appendix. Guidance on what constitutes an unsuitable image is provided in **Clause 1.3 of this Appendix**.

3. Procedures for Handling Internet Quality Images

3.1 The User shall not publish broadcast or otherwise transmit uncontrolled **internet quality images** from the Agency's telecommunications system. In particular the User agrees to take all reasonable steps to ensure compliance with all legal requirements and the requirements of this Licence to prevent the distribution of unsuitable images. Guidance on what constitutes an unsuitable image is provided in **Clause 1.3 of this Appendix**. The User agrees:

- 3.1.1 to ensure that the images are refreshed in compliance with the refresh rate(s) required in **Appendix A** and specified in **Schedule A1 to Appendix A** to convey the current traffic situation.

3.2 The User agrees to:

- 3.2.1 place the acknowledgements and credits relating to Crown Copyright and to the Agency as required under **Clause 1.3** and **Clause 4.1** and **Clause 4.2** of this Licence in the manner required under **Appendix A** to this Licence

- 3.2.2 place the statements and hyperlink(s) relating to Crown Copyright and to the Agency and to handheld devices and to the **Information Page** required under **Clause 4.3** of this Licence in the manner required under **Appendix A** to this Licence on entry to or whilst viewing the internet accessible service(s) named in **Schedules A1 and A2 of Appendix A** to this Licence and to provide copies of the statements to the Secretary of State as required under **Clause 1.3.4** of this Licence
- 3.2.3 make a hyperlink to a Feedback Page (the "**Feedback Page**") from the hyperlink to the **Information Page** required under **Clause 4.3** of this Licence the content of which shall be agreed in an exchange of letters between the Secretary of State and the User within two months of the commencement date of this Licence
- 3.2.4 that the **Information Page** required under **Clause 4.3** of this Licence and **Appendix A** to this Licence shall include the wording specified in **Schedule B1 to this Appendix** and any additional information that the parties agree in writing.

3.3 To test the effectiveness of the Agency's automatic Image Control System on its telecommunications system and the User's editorial control procedures in preventing the publication broadcast or transmission of unsuitable images the User shall at the request of the Secretary of State and in accordance with **Appendix C** to this Licence:

- 3.3.1 carry out on a systematic basis random checks of the compliance of the images with legal requirements and the suitability of the images over an agreed period
- 3.3.2 monitor the images displayed on the website in tandem with a real-time incident on the trunk road and motorway network of England.

3.4 Guidance on what constitutes an unsuitable image is provided in **Clause 1.3** of this Appendix.

3.5 For the avoidance of doubt both parties acknowledge and accept that the User makes no warranty that it will monitor the internet quality images on a regular basis.

4. Revisions to Schedule B1 and Schedule B2 of this Appendix

4.1 Any changes to the provisions of **Schedule B1 or Schedule B2 to this Appendix** shall be agreed in writing between the parties and the Schedule(s) shall be revised and reissued for signature by the Secretary of State and the User and attached to this **Appendix**.

.....
 Signed for and on behalf of the User

Comment [HA59]: Applicant for Applicant's signatory of the Licence

Comment [HA60]: Applicant name (as a legal entity) to replace "The User"

.....

Comment [HA61]: For Highways Agency to complete

Signed for and on behalf of the Secretary of State

Dated:

Comment [HA62]: For Highways Agency to complete

MODEL

to
APPENDIX B
 to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA63]: Applicant name (as a legal entity) to replace "THE USER"

INTERNET QUALITY IMAGES

WEBSITE(S) INFORMATION PAGE

Comment [HA64]: : if Internet Quality images are not being licensed – replace text from underneath here to above the signature field with "Not applicable to this Licence"

1 INFORMATION PAGE

1.1 The parties agree in accordance with **Appendix B** that the wording for the **Information Page** shall include the following:

TRAFFIC CAMERA IMAGES

Source Of Images

The traffic images on this website are sourced from the Highways Agency's traffic management cameras on the truck road and motorway network in England.

Road Safety

The images must not be viewed whilst driving. In law a person may be regarded as driving a vehicle whilst the engine is running and the vehicle is stationary.

Copyright of Images and their Use and Re-Use

The images are Crown Copyright and are supplied for re-use on this website by with the agreement of the Highways Agency on behalf of the Secretary of State acting under delegated licensing authority from the Controller of Her Majesty's Stationery Office (HMSO).

Comment [HA65]: Applicant name as a legal entity

The traffic images may only be re-used or copied to others under Licence by the Secretary of State. Requests to re-use the images under Licence may be made by completing the on-line application form on the traffic camera pages of the Agency's website (www.highways.gov.uk).

The traffic images may however be reproduced free of charge in any format or medium provided they are reproduced for research private study or internal circulation within an organisation subject to their being reproduced accurately and not used in a misleading context.

Objectives of Providing the Images to the Public and Feedback

The Secretary of State licenses the re-use of traffic images from the Highways Agency's traffic management cameras to provide traffic information to the public in support of better journey planning and more reliable journeys.

We are interested to know what you think about the service and the quality and usefulness of the traffic images provided, for example when, how often and why you use the service, whether it had an impact on your route choice or choice of transport mode. What are its best features and what improvements would you like to see? We would be glad if you could spare a few minutes to complete and submit the on-line **Feedback Questionnaire**.

Comment [HA66]: Applicant to be developed and a hyperlink made from it for each of the licensed websites.

Background on the Highways Agency's Traffic Images

Comprehensive information about the Highways Agency's distribution of images from its traffic management cameras is available on the traffic camera pages of the Agency's website (www.highways.gov.uk).

Comment [HA67]: Applicant to make a hyperlink here to the HA's website

.....

Signed for and on behalf of the User

Comment [HA68]: Applicant for Applicant's signatory of the Licence

Comment [HA69]: Applicant name (as a legal entity) to replace "The User"

.....

Signed for and on behalf of the Secretary of State

Comment [HA70]: For Highways Agency to complete

Dated

Comment [HA71]: For Highways Agency to complete

SCHEDULE B2

to
APPENDIX B
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

Comment [HA72]: Applicant name (as a legal entity) to replace "THE USER"

LIVE VIDEO IMAGES

Comment [HA73]: : if Live Video images are not being licensed – replace text from underneath here to above the signature field with "Not applicable to this Licence"

1 PROCEDURES FOR HANDLING LIVE VIDEO IMAGES

1.1 With regard to provisions of Appendix B on procedures for handling live video images the User agrees to:

- 1.1.1 review the images to be published or broadcast prior to their transmission and/or
- 1.1.2 [specify].

Comment [HA74]: Applicant please specify any proposals

Signed for and on behalf of the User

Comment [HA75]: Applicant for Applicant's signatory of the Licence

Signed for and on behalf of the Secretary of State

Comment [HA76]: Applicant name (as a legal entity) to replace "The User"

Comment [HA77]: For Highways Agency to complete

Dated

Comment [HA78]: For Highways Agency to complete

to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA79]: Applicant name (as a legal entity) to replace "THE USER"

EVALUATION FRAMEWORK

With regard to the provision by the Secretary of State to the User of a Licence to access and to re-use images from the Highways Agency's traffic management cameras the parties have further agreed this Evaluation Framework. The Evaluation shall be conducted in accordance with the terms **herein** by the User and any contractor that the Secretary of State may appoint as specified in **Clause 2.5 of this Appendix**.

1.1 With regard to **Clause 8.5** of this Licence the Parties agree that their shared objectives to be assessed during the course of the Evaluation are to:

- a) test and evaluate the performance of the Agency's telecommunications technology and systems and their interface with the User's technology and systems
- b) quantify the risk of unsuitable images (for which guidance is provided in **Appendix B** to this Licence) being published broadcasted or otherwise transmitted on the traffic information service(s) named in **Schedules A1 and A2 of Appendix A** to this Licence taking into account the editorial control provided by the automatic Image Control System on the Agency's telecommunications system and the User's editorial control procedures
- c) develop risk mitigation strategies in response to risks identified
- d) assess the impact on the traffic information service(s) named in **Schedules A1 and A2 of Appendix A** of the images being unavailable to the User
- e) assess both the professional value of the images in supporting the User's objectives in developing and providing traffic information service(s) and the wider market interest
- f) assess the value of distributing the images to the public as a contribution to better journey planning.

2. Framework Methodology and Reporting

2.1 The evaluation shall be conducted using the following framework methodology for which a project plan (the "**Project Plan**") shall be developed by the User and any contractor that may be appointed by the Secretary of State. The **Project Plan** shall be detailed and agreed between the

Parties in the manner specified in **Schedules C1 and C2 to this Appendix**. The framework methodology may comprise some or all of the following:

- statistical analysis of use
- targeted customer research
- written, telephone and website user feedback
- security of copyright monitoring
- random and controlled monitoring
- technical performance

2.2 The **Project Plan** required under **Clause 2.1 of this Appendix** shall be based on the **Framework for Evaluation Procedures** specified in **Clause 3 of this Appendix**. The Framework is intended as a guide for agreeing the terms of a Project Plan. In agreeing a Project Plan the User and any contractor appointed by the Secretary of State may incorporate some or all of the parameters specified in the Evaluation Framework. There is no obligation to incorporate all parameters specified in the Evaluation Framework

2.3 The User shall provide to the Secretary of State a summary written report containing the data required in **Clause 3 of this Appendix** and the findings of the evaluation with respect to each of the objectives specified in **Clauses 1.1 of this Appendix** in the timescale and frequency specified in the **Project Plan** required under **Clause 2.1 of this Appendix**.

2.4 The User shall provide the data required under **Clause 3 of this Appendix** in a format specified in the **Project Plan** required under **Clause 2.1 of this Appendix**.

2.5 The Secretary of State may commission a contractor to analyse the data provided by the User and to comment on the User's findings in the User's report to the Secretary of State with respect to the each of the objectives specified in **Clauses 1.1 of this Appendix**. The Secretary of State undertakes to make any report provided by his contractor available to the User for comment.

2.6 The User's data and written reports required under **Clause 2.3 and Clause 2.4 of this Appendix** shall be classified by the Secretary of State as **Commercial In Confidence**. Any reports or statistics published by the Secretary of State on the usage of services licensed by him under delegated licensing authority from the Controller of Her Majesty's Stationery Office to provide traffic information to the public shall aggregate the data and reports provided by all licensed Users and shall be non attributable to any User.

2.7 The Secretary of State may require meeting(s) with the User in the manner set out in **Clause 8.6** of this Licence for the purpose of reviewing the results of the evaluation procedures and results.

3. Framework for Evaluation Procedures

3.1 *Statistical Analysis of Use*

3.1.1 The services named in **Schedules A1 and A2 of Appendix A** shall be analysed in the following ways as specified in the **Project Plan** required under **Clause 2.1 of this Appendix**:

- the cameras available to the User
- the cameras that were accessed
- the camera sites and occasions when images from the cameras were not available to the User
- the number of occasions that the User decides not to use or re-use images because they are incompatible with **Appendix B**
- the number of occasions when images were published broadcast or otherwise transmitted which were incompatible with **Appendix B**
- the number of occasions that the User suspends the service on the website(s) named in **Schedules A1 and A2 of Appendix A** and the reasons for doing so
- the risk mitigation strategies developed to prevent a recurrence of images being published broadcast or otherwise transmitted which are incompatible with **Appendix B**
- the number of page impressions
- additional data sets to be agreed between the Secretary of State's contractor and the User and to be detailed in the **Project Plan** required under **Clause 2.1 of this Appendix**.

3.1.2 The Secretary of State's contractor may analyse the data to determine:

- daily weekly and monthly usage patterns
- the most popular cameras
- camera blanking hotspots
- the risk of unsuitable images being published broadcast or otherwise transmitted
- the impact of risk mitigation strategies developed

3.1.3 The User shall in accordance with the **Project Plan** required under **Clause 2.1 of this Appendix** :

- maintain a continuous record of the data specified in **Clause 3.1.1 of this Appendix** and provide it to the Secretary of State's contractor in order that the Secretary of State's Contractor may undertake an analysis of each of the objectives specified in **Clauses 1.1 of this Appendix**
- provide a summary written analysis of the data for each of the objectives specified in **Clauses 1.1 of this Appendix** to be included in its report to the Secretary of State required under **Clause 8.5** of this Licence and **Clause 2.3 of this Appendix** to the Licence.

3.2 **Targeted Customer Research**

3.2.1 The Parties may commission market research to provide analyses of customer profile and satisfaction and agree to make the results available to the other party.

3.2.2 The User in consultation with the Secretary of State or his contractor shall in accordance with **Clause 3.2.3 of Appendix B to this Licence** and the **Project Plan** required under **Clause 2.1 of this Appendix** develop a Feedback Questionnaire to be placed on a **Feedback Page** on the website(s) and other platform(s) named in **Schedules A1 and A2 to Appendix A**. The Questionnaire shall capture the following data for analysis in an anonymous form and in accordance with the User's data protection policies:

- demographic pattern of use
- location of user where location means the first two characters only of a user's postcode location when used and indicates whether the location is at work at home or at a recreational destination
- pattern of use for journey planning such as pre-trip check and in-trip check
- identification of other usages such as real time weather check
- perceived quality of images as a useful indication of heavy congestion or traffic moving slowly
- favourite cameras in order to aid the Agency in determining the location of dedicated traffic information cameras in the future
- experience of camera reliability
- perception of camera branding to determine whether the cameras are perceived to be owned by the User or Government or the Agency.

3.2.3 The Secretary of State's contractor may analyse the data to provide:

- usage statistics split by types of user and types of usage
- information on the quality of the images as perceived by the user
- information on the data sets required under **Clause 3.2.2 of this Appendix**.

3.2.4 The User shall:

- consult the Secretary of State on any planned market research it intends to undertake
- assist the Secretary of State's contractor in the design of any market research he may undertake
- provide a link to a **Feedback Page** on the website(s) named in **Schedules A1 and A2 of Appendix A** as required in **Appendix B**
- assist the Secretary of State's contractor in the design of the Feedback Questionnaire
- provide to the Secretary of State's contractor data collected from any market research it may commission and from the Feedback Questionnaire related to the objectives

specified in **Clauses 1.1 of this Appendix** and to include a summary written analysis of the data in its report to the Secretary of State as required under **Clause 8.5** of this Licence and **Clause 2.3 of this Appendix**.

3.2.5 In the event that any personal data pass between the parties for whatever reason the parties agree to hold it only for the purposes of this Licence and will not transfer the data to any third party.

3.3 **Written or Telephone or Website User Feedback**

3.3.1 An analysis shall be undertaken in accordance with the **Project Plan** required under **Clause 2.1 of this Appendix** of E-Mails phone calls correspondence complaints and comments received by the Secretary of State and by the User about the images or the service(s) named in **Schedules A1 and A2 of Appendix A** to this Licence.

3.3.2 The Secretary of State's contractor may use the information provided to evaluate the risk of unsuitable images for which guidance is provided in **Appendix B** being made available to the public and the extent that the availability of the images contributes to the Highways Agency's objectives of better journey planning and reducing congestion. He shall:

- maintain a written log of the E-Mails phone calls correspondence complaints and comments received together with copies of any correspondence and complaints received in a format to be detailed in the **Project Plan** required under **Clause 2.1 of this Appendix** which shall for the avoidance of doubt be anonymous
- use the log to inform his analysis of each of the objectives specified in **Clause 1.1 of this Appendix**
- request those contacting him to participate in the evaluation by completing the Feedback Questionnaire on the website **Feedback Page** required under **Clause 3.2.3 of Appendix B** to this Licence.

3.3.3 The User shall:

- maintain and provide to the Secretary of State's contractor a written log of the E-Mails, phone calls, correspondence and comments it receives together with copies of any correspondence received in the time frame and in a format to be agreed with the Secretary of State's contractor and detailed in the **Project Plan** required under **Clause 2.1 of this Appendix** which shall for the avoidance of doubt be anonymous
- use the log to inform its own summary written analysis of each of the objectives specified in **Clause 1.1 of this Appendix** to be included in its report to the Secretary of State required under **Clause 8.5** of this Licence and **Clause 2.3 of this Appendix**
- request those contacting him to participate in the evaluation by completing the Feedback Questionnaire on the website **Feedback Page**.

3.4 **Security of Copyright Monitoring**

3.4.1 An analysis shall be undertaken in accordance with the **Project Plan** required under **Clause 2.1 of this Appendix** of the risk of third parties scraping images from the traffic information service(s) named in **Schedules A1 and A2 of Appendix A** and re-using them to add value to unlicensed third party broadcasts or websites or other platform(s).

3.4.2 The Secretary of State's contractor shall undertake an analysis of any logged cases of the images being re-used on unlicensed third party broadcasts or websites or other platform(s) to identify the potential risk to the copyright of images.

3.4.3 The User agrees that if it becomes aware of any instances where the images on the service(s) named in **Schedules A1 and A2 of Appendix A** are being re-used on third party broadcasts or websites or other platform(s) he shall log them in writing and inform the Secretary of State. The Secretary of State shall contact where possible the third party to remind them about the Crown Copyright status of the images and the requirement under law to seek his permission to re-use the images under licence.

3.5 **Random and Controlled Monitoring**

3.5.1 Analyses of the types of views being displayed on the traffic information service(s) named in **Schedules A1 and A2 of Appendix A** may be undertaken by either party in order to test the effectiveness of the automatic Image Control System on the Agency's telecommunications system and the User's editorial control procedures in preventing the publication broadcast or transmission of unsuitable images. **Appendix B** provides guidance on what constitutes an unsuitable image.

3.5.2 As specified in **Appendix B** to this Licence and in accordance with the **Project Plan** required under **Clause 2.1 of this Appendix** for a defined period the User and the Secretary of State's contractor shall:

- 3.5.2.1 carry out and analyse systematic checks on a random basis of the compliance of the images with legal requirements and the suitability of the images
- 3.5.2.2 monitor and analyse the images being displayed on the service(s) named in **Schedules A1 and A2 of Appendix A** in tandem with a real-life incident occurring on one of the 10% slowest routes on the trunk road and motorway network in England which provide the baseline for the Department of Transport's Public Service Agreement (PSA) targets, PSA 1 and PSA 4, on journey reliability and congestion for 2007/2008 and any annual updates¹. A real-life incident on one of

¹ Congestion on the Strategic Road Network, 14 February 2006. Department for Transport publication .. <http://www.dft.gov.uk/pgr/statistics/datatablespublications/roadtraffic/speedscongestion/congestiononthestrategicroad5359>

these routes may be identified through utilising the Highways Agency's real time traffic information services, HAIL² and Traffic England.³

3.5.3 The Secretary of State's contractor shall analyse the data to determine the:

- risk of unsuitable images being displayed to the public
- effectiveness of the automatic Image Control System on the Agency's telecommunications system and the User's editorial control procedures in blocking images which in the User's reasonable opinion are unsuitable for display.

3.5.4 The User shall devise a means of monitoring the images for the purpose of **Clause 3.5.2 of this Appendix** consistent with the resource available to it in order to inform its own written risk assessment to be included in its reports to the Secretary of State required under **Clause 8.5** of this Licence and **Clause 2.3 of this Appendix**.

3.6 **Technical Monitoring**

3.6.1 The Secretary of State wishes to be informed about the performance of the technical connection(s) interfacing the Agency's telecommunications system with the User's technology and systems.

3.6.2 The User shall in accordance with the **Project Plan** required under **Clause 2.1 of this Appendix** monitor the performance of the technical connection(s) interfacing the Agency's telecommunications system with the User's technology and systems and provide a summary written account of its performance in its report to the Secretary of State required under **Clause 8.5** of this Licence and **Clause 2.3 of this Appendix**.

4. **Revisions to Schedule C1 and Schedule C2 of this Appendix**

4.1 Any changes to the provisions of **Schedule C1 or Schedule C2 to this Appendix** shall be agreed in writing between the parties and the Schedule shall be revised and reissued for signature by the Secretary of State and the User and attached to this **Appendix**.

.....

Comment [HA80]: Applicant for Applicant's signatory of the Licence

Signed for and on behalf of the User [.....]

Comment [HA81]: Applicant name (as a legal entity) to replace "The User"

.....

Comment [HA82]: For Highways Agency to complete

Signed for and on behalf of the Secretary of State

² Tel: 08700-660-115

³ <http://www.highways.gov.uk/trafficinfo/>

Dated

.....

Comment [HA83]: For Highways Agency to complete

MODEL

to
APPENDIX C
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

Comment [HA84]: Applicant name (as a legal entity) to replace "THE USER"

REPORTING AND PROJECT PLAN FOR INTERNET QUALITY IMAGES

Comment [HA85]: : if Internet Quality images are not being licensed – replace text from underneath here to above the signature field with "Not applicable to this Licence"

1 REPORTING

1.1 With regard to **Clause 8.5** of this Licence and **Appendix C** to this Licence the User shall provide a written report to the Secretary of State at the end of month eight of this Licence and annually on the anniversary of that date thereafter containing the data collected for and the findings of the evaluation with respect to each of the objectives specified in **Appendix C**.

1.2 For the avoidance of doubt in accordance with **Appendix C** the User's data and written reports shall be classified by the Secretary of State as **Commercial In Confidence**. Any reports or statistics published by the Secretary of State on the usage of services licensed by him under delegated licensing authority from the Controller of Her Majesty's Stationery Office to provide traffic information to the public shall aggregate the data and reports provided by all licensed Users and shall be non attributable to any User.

2 PROJECT PLAN

2.1 The Project Plan required under **Clause 2.1 of Appendix C** to this Licence shall be detailed and agreed in an exchange of letters between the Secretary of State and the User within two months of the commencement date of this Licence.

.....

Comment [HA86]: Applicant for Applicant's signatory of the Licence

Signed for and on behalf of the User

Comment [HA87]: Applicant name (as a legal entity) to replace "The User"

.....

Comment [HA88]: For Highways Agency to complete

Signed for and on behalf of the Secretary of State

Dated

Comment [HA89]: For Highways Agency to complete

SCHEDULE C2

to
APPENDIX C
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

REPORTING AND PROJECT PLAN FOR LIVE VIDEO IMAGES

Comment [HA90]: Applicant name (as a legal entity) to replace "THE USER"

Comment [HA91]: if Live Video images are not being licensed – replace text from underneath here to above the signature field with "Not applicable to this Licence"

1 REPORTING

1.1 With regard to **Clause 8.5** of this Licence and **Appendix C** to this Licence the User shall provide a written report to the Secretary of State at the end of month eight of this Licence and annually on the anniversary of that date thereafter containing the data collected for and the findings of the evaluation with respect to each of the objectives specified in **Appendix C**.

1.2 For the avoidance of doubt in accordance with **Appendix C** the User's data and written reports shall be classified by the Secretary of State as **Commercial In Confidence**. Any reports or statistics published by the Secretary of State on the usage of services licensed by him under delegated licensing authority from the Controller of Her Majesty's Stationery Office to provide traffic information to the public shall aggregate the data and reports provided by all licensed Users and shall be non attributable to any User.

2 PROJECT PLAN

2.1 The Project Plan required under **Clause 2.1 of Appendix C** to this Licence shall be detailed and agreed in an exchange of letters between the Secretary of State and the User within two months of the commencement date of this Licence.

.....

Signed for and on behalf of the User [.....]

Comment [HA92]: Applicant for Applicant's signatory of the Licence

Comment [HA93]: Applicant name (as a legal entity) to replace "The User"

.....

Signed for and on behalf of the Secretary of State

Comment [HA94]: For Highways Agency to complete

Dated [.....]

Comment [HA95]: For Highways Agency to complete

to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA96]: Applicant
 name (as a legal entity) to
 replace "THE USER"

TECHNICAL SPECIFICATION

With regard to the provision by the Secretary of State to the User of a Licence to access and re-use images from the Agency's traffic management cameras the parties have agreed the following technical specification(s):-

1 CONNECTION AND TECHNICAL SPECIFICATION

1.1 With regard to **Clause 2.1** of this Licence the User's connection(s) to the Agency's telecommunications system shall be made in accordance with the requirements of the Technical Specification(s) at **Schedules D1 and D2 to this Appendix**.

1.2 With regard to **Clause 6.6** of this Licence the parties agree that due notice of any changes to the technical specifications at **Schedules D1 and D2 to this Appendix** means a minimum of two months notice. Following notification by the Secretary of State to the User of any changes to any of the technical specifications the relevant Schedule(s) shall be recalled and replaced with revised Schedule(s) and attached to this **Appendix**.

.....
 Signed for and on behalf of the User

Comment [HA97]: Applicant
 for Applicant's signatory of the
 Licence

.....
 Signed for and on behalf of the Secretary of State

Comment [HA98]: Applicant
 name (as a legal entity) to
 replace "The User"

Comment [HA99]: For
 Highways Agency to complete

Dated

Comment [HA100]: For
 Highways Agency to complete

SCHEDULE D1

to
APPENDIX D
 to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA101]: Applicant name (as a legal entity) to replace "THE USER"

INTERNET QUALITY IMAGES TECHNICAL SPECIFICATION

Note: To be specified at time of Licence agreement

Comment [HA102]: Applicant subject to change

.....
 Signed for and on behalf of the User

Comment [HA103]: Applicant for Applicant's signatory of the Licence

.....
 Signed for and on behalf of the Secretary of State

Comment [HA104]: Applicant name (as a legal entity) to replace "The User"

Comment [HA105]: For Highways Agency to complete

Dated

Comment [HA106]: For Highways Agency to complete

SCHEDULE D2

to
APPENDIX D
to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
and
THE USER

Comment [HA107]: Applicant name (as a legal entity) to replace "THE USER"

LIVE VIDEO IMAGES TECHNICAL SPECIFICATION

Note: To be specified at time of Licence agreement

Comment [HA108]: Applicant subject to change

.....

Signed for and on behalf of the User

Comment [HA109]: Applicant for Applicant's signatory of the Licence

.....

Signed for and on behalf of the Secretary of State

Comment [HA110]: Applicant name (as a legal entity) to replace "The User"

Comment [HA111]: For Highways Agency to complete

Dated

Comment [HA112]: For Highways Agency to complete

APPENDIX E

to the
LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT
 and
THE USER

Comment [HA113]: Insert name (as a legal entity) to replace "THE USER"

ADMINISTRATIVE DETAILS

With regard to the provision by the Secretary of State to the User of a Licence to access and re-use images from the Agency's traffic management cameras the parties have agreed the following administrative arrangements:-

1 SERVICE PROVISION AND ADMINISTRATIVE DETAILS

1.1 With regard to **Clause 6.7** of this Licence and **Schedule A1 and Schedule A2 to Appendix A** to this Licence **Schedule E1 to this Appendix**:

- 1.1.1 records the service provision granted by the Secretary of State to the User
- 1.1.2 provides a framework for logging administrative details relating to this Licence.

2 REVISIONS TO SCHEDULE E1 OF THIS APPENDIX

2.1 Any changes to the administrative details set out in **Schedule E1 to this Appendix** shall be incorporated into a revised Schedule and attached to this **Appendix**.

.....
 Signed for and on behalf of the User

Comment [HA114]:
Applicant: for Applicant's signatory of the Licence

.....
 Signed for and on behalf of the Secretary of State

Comment [HA115]: Insert Applicant's name (as a legal entity) to replace "The User"

Comment [HA116]: For Highways Agency to complete

Dated

Comment [HA117]: For Highways Agency to complete

SCHEDULE E1

to

APPENDIX E

to the

LICENCE BETWEEN THE SECRETARY OF STATE FOR TRANSPORT

and

THE USER

Comment [HA118]: Insert name (as a legal entity) to replace "THE USER"

ADMINISTRATIVE DETAILS

Licence Type	Traffic and Travel Information Services and Products Licence – [Still Images] [and] [Live Video Images]
User's HA Licence Sponsor (for Public Access Licences): contact name, job title and HA Directorate/Region <i>Name of officer in Information Directorate, Highways Agency</i> Information Directorate, Highways Agency, Broadway, Broad Street, Birmingham B15 1BL
HA's contact name and address for the administration of this Licence	[Head of Traffic Information Policy, Highways Agency, Broadway, Broad Street, Birmingham B15 1BL] [NTCC]
User's policy representative: contact name, position and address (responsible for the administration of this Licence) <i>Clause 4.1 of Schedules A1 and A2</i>	Still Images: Live Video Images:
User's technical representative: contact name, job title and address <i>Clause 4.1 of Schedules A1 and A2</i>	Still Images: Live Video Images:
Connection (Image Source)	VIH Public Server [Still Images] [and] [Live Video Images]
Service Level <i>Still Images: Clause 1.1 of Schedule A1</i> <i>Live Video Images: Clause 1.1 of Schedule A2</i>	<u>Still Images:</u> [N/A] [Service Level [] – [] images refreshed over 1 minute or equivalent] <u>Live Video Images:</u> [N/A] [Service Level [] for [] outputs]
Account name (on the gateway)	
Account active	[Yes] [No]
Licence commencement date <i>Clause 1.1 of Licence</i>	
Licence end date <i>Two years from commencement date</i>	The Licence shall continue until.....unless and until: <ul style="list-style-type: none"> • the parties mutually agree otherwise in accordance with Clause 1.1 of this Licence • the User terminates the Licence in accordance with Clause 14.2 of this Licence • Secretary of State terminates the Licence under Clause 14.4 or Clause 14.5 of this Licence or Clause

	2.1 of Appendix A to this Licence
Licence Renewal Date <i>Clause 1.1 of Licence</i>	
Licence early termination <i>Clause 14.2, Clause 14.4, Clause 14.5 of Licence</i>	Date of written termination notice: Party terminating: Reason for termination:
Licence suspension <i>Clause 14.4 of Licence</i>	Date of written suspension notice Party suspending Reason for suspension:
Licence variation by Secretary of State <i>Clause 14.4 of Licence</i>	Date of written variation notice Reason for variation Schedule affected:
Date of revisions to Schedule A1 and nature of revision (annual or case by case) <i>Annual: Clause 7.3.2.1 & Clause 7.3.2.2 of Licence; Clause 9.1 of Appendix A; Clause 5.1 of Schedule A1</i> <i>Other: Clause 7.3.2</i>	Annual: Other:
Date of revisions to Schedule A2 and nature of revision (annual or case by case) <i>Annual: Clause 7.3.2.1 & Clause 7.3.2.2 of Licence; Clause 9.1 of Appendix A; Clause 5.1 of Schedule A2</i> <i>Other: Clause 7.3.2</i>	Annual: Other:
Date of revisions to Schedule B1 and nature of revision (case by case) <i>Clause 4.1 of Appendix B</i>	
Date of revisions to Schedule B2 and nature of revision (case by case) <i>Clause 4.1 of Appendix B</i>	
Date of revisions to Schedule C1 and nature of revision (case by case) <i>Clause 4.1 of Appendix C</i>	
Date of revisions to Schedule C2 and nature of revision (case by case) <i>Clause 4.1 of Appendix C</i>	
Date of revisions to Schedule D1 and nature of revision (case by case) <i>Clause 1.2 of Appendix D</i>	
Date of revisions to Schedule D2 and nature of revision (case by case) <i>Clause 1.2 of Appendix D</i>	
Evaluation	With regard to Clause 8.5 of this Licence and Appendix C to this Licence and the Schedules thereto : <u>Still Images</u> Exchange of letters detailing and agreeing the Project Plan: Reporting Frequency: Report Due Date(s):

	Report Delivery Date(s): <u>Live Video Images</u> Exchange of letters detailing and agreeing the Project Plan: Reporting Frequency: Report Due Date(s): Report Delivery Date(s):
Purpose of use and re-use	To develop and provide traffic and travel information service(s) and product(s) to the public to enable better journey planning.
Agreed user group	The User's servants employees workers and any inward secondees from other organisations or legal entities and its agents and sub-contractors and the third parties named in Schedules A1 and A2 to Appendix A .
User's agreed third party users	None other than the third parties named in Schedules A1 and A2 of Appendix A to this Licence for the services and products on the platforms named therein.
Year 1 charge start date <i>Clause 1.1 (commencement date). If internet quality or live video images added at a later date add date that new Schedule A1 and A2 signed.</i>	Still Images: Live Video Images:
Year 1 charge – date payment received	Still Images: Live Video Images:
Year 1 charge rate excluding VAT <i>Schedule A1 Clause 1.1 (internet quality)</i> <i>Schedule A2 Clause 1.1 (live video images)</i>	Still Images: Live Video Images:
Annual charge date (Year 2 onwards) <i>One year after commencement date</i>	Still Images: Live Video Images:
Annual charge – date payment received	Still Images: Live Video Images:
Annual charge rate excluding VAT (Year 2 onwards) <i>Schedule A1 Clause 1.1 (internet quality)</i> <i>Schedule A2 Clause 1.1 (live video images)</i>	Still Images: Live Video Images:
User's supervision arrangements regarding camera images	Still: <i>[insert details]</i> Live Video: <i>[insert details]</i>
Name of RCC Region and Highways Agency Area Team	RRC [region] Highways Agency Area Team [number]

.....
Signed for and on behalf of the User [.....]

Comment [HA119]:
Applicant: for Applicant's signatory of the Licence

.....
Signed for and on behalf of the Secretary of State

Comment [HA120]: Insert Applicant's name (as a legal entity) to replace "The User"

Comment [HA121]: For Highways Agency to complete

Dated [.....]

Comment [HA122]: For Highways Agency to complete