

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) [DATA PROVIDER] incorporated and registered in [COUNTRY] with company number [X] whose registered office is at [ADDRESS] (“Supplier”) and
- (2) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE, whose principal office is at The Old Schools, Trinity Lane, Cambridge, CB2 1TN, UK, ACTING THROUGH THE CAMBRIDGE CYBERCRIME CENTRE BASED IN THE UNIVERSITY’S COMPUTER LABORATORY (“CCC”).

BACKGROUND

- (A) The Supplier owns the intellectual property rights in the Data (as defined below).
- (B) The Supplier has agreed to license to CCC the use of all intellectual property rights in the Data (as defined below) for the Purpose on the terms set out in this Agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Commencement Date: the date of this Agreement [or a specified date].

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its employees, officers, representatives, advisers or sub-contractors to the other Party in connection with this Agreement, which should reasonably be considered as confidential because of its nature and the manner of its disclosure. To be clear, the Data and the source of the Data shall be considered Confidential Information unless otherwise notified by the Supplier to CCC in writing.

Data: any datasets provided or made available to CCC by or on behalf of the Supplier whether before or after the Commencement Date, for or in connection with the Purpose.

CCC Use Restrictions: the obligations relating to CCC’s use of the Data as set out clause 3.2.

Intellectual Property Rights: patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, trade marks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for and be granted any of the foregoing, rights in inventions, trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, semiconductor topography rights, database rights, publication rights, performance rights, rights in know-how, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

Non-Commercial Research: any academic research, the results of which are not intended to promote any particular commercial undertaking.

Personal Data: any information relating to an identified or identifiable human being, including but not limited to personal data within the meaning of European Union and/or UK data protection laws and personally identifiable information within the meaning of United States data privacy laws.

Purpose: to carry out research and analysis into methods to find, understand, investigate and counter cybercrime. This will include (but is not limited to) mining and correlating datasets to extract information about cybercriminal activity, developing new tools for cybercrime detection and forensics, carrying out assessments of the extent of cybercriminal activity, and illustrating how data from large disparate datasets can be combined in innovative ways in order to identify and measure cybercriminal activity.

Term: the period from the Commencement Date until the Agreement is terminated in accordance with clause 10.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. DATA

- 2.1 The Supplier may supply Data to CCC from time to time in a format to be agreed between the Parties. For the avoidance of doubt Supplier may cease providing Data to CCC at any time.
- 2.2 Any Data supplied to CCC by Supplier shall be governed by the terms of this Agreement.

3. LICENCE

- 3.1 The Supplier grants to CCC a non-exclusive, royalty free, irrevocable, perpetual licence to:

- 3.1.1 use the Data, either itself, or through third party contractors acting on behalf of CCC who are subject to equivalent obligations of confidence, in any manner which it reasonably considers necessary in connection with carrying out the Purpose;

- 3.1.2 copy, modify, store and make derivative works of, the Data;

- 3.1.3 to distribute derivative works produced from the Data by CCC to third parties provided that CCC places substantially similar contractual restrictions to the restrictions in clause 3.2 on such third parties in respect of their use of derivative works which contain any Data; and

- 3.1.4 grant sub-licences to the Data to third parties to use for Non-Commercial Research provided that such sub-licences contain substantially similar provisions to those contained in this Agreement (without giving such third parties the right to grant further sub-licences to the Data).

- 3.2 CCC shall observe the following restrictions in its use of the Data:

- 3.2.1 not use the Data for any purpose contrary to any applicable law or regulation or any applicable regulatory code, guidance or request;

- 3.2.2 not extract, reutilise, use, exploit, redistribute, re-disseminate, copy or store the Data for any purpose not expressly permitted by this Agreement;

- 3.2.3 carry out reasonable diligence on any third party to whom it sublicenses the Data in advance of granting such third party access to the Data;

- 3.2.4 procure that any individuals who are undertaking Non-Commercial Research as employees or contractors of the CCC are notified of their obligations and comply with the standard terms applicable to all other third parties.

4. MODIFIED WORKS

- 4.1 CCC shall own all right title and interest (including in any Intellectual Property Rights) in and to any modifications that are developed through the exercise of its rights in relation to the Data.

5. CONFIDENTIALITY

- 5.1 Except in respect of Data which shall always be considered Confidential Information, the term Confidential Information does not include any information that a Party can prove:

- 5.1.1 is or later comes into the public domain otherwise than through an act or omission of the Party receiving the Confidential Information;

- 5.1.2 is already lawfully possessed by the receiving Party without any obligations of confidentiality prior to first receiving it from the disclosing Party;

- 5.1.3 is obtained subsequently by the receiving Party from a third party without a similar obligation of confidentiality and such third party is in lawful possession of such information and/or materials and is not in violation of any contractual or legal obligation to maintain the confidentiality of such information and/or materials; and/or

- 5.1.4 is disclosed by the disclosing Party on an unrestricted basis to third parties.

- 5.2 Each Party shall keep the other Party’s Confidential Information confidential and shall not:

- 5.2.1 use any Confidential Information except in connection with the Purpose; or
- 5.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Data Licence Agreement.
- 5.3 CCC may disclose Confidential Information:
- 5.3.1 to third parties it has granted sub-licences pursuant to clause 3.1.4 in connection with the Purpose, provided that the relevant third party has entered into appropriate and legally binding confidentiality and use obligations in respect of the Confidential Information; and
- 5.3.2 to those of its officers, employees and professional advisers to whom such disclosure is necessary in connection with carrying out the Purpose under this Agreement and provided that CCC shall remain responsible for procuring that its officers, employees and professional advisers do not further disclose and/or use the Confidential Information except for the Purpose.
- 5.4 The provisions of this clause 5 shall continue to apply after termination of this Agreement.
- 6. PUBLICATION**
- 6.1 Nothing in this Agreement shall prevent CCC, or institutions to which it has granted a sub-licence pursuant to clause 3.1.4, from publishing results of research relating to the Purpose, provided that:
- 6.1.1 if extracts of the Data are reproduced in the publication CCC shall comply at all times with clause 8, and shall ensure that, save for any identification requested by the Supplier pursuant to clause 6.1.2, it is not possible from the extracts to identify either the source of the Data or the identity of individuals who may be the subject of such Data unless such identification is in accordance with applicable law; and
- 6.1.2 the Supplier shall only be identified in publications as the source of the Data if Supplier has notified CCC that it would like to be referenced.
- 6.2 A Party may disclose Confidential Information to the extent advised or required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.
- 6.3 If CCC is issued with a subpoena or other similar legally binding order in respect of the Data, unless legally prevented from doing so CCC shall promptly notify the Supplier.
- 7. SECURITY**
- 7.1 CCC shall apply and maintain reasonable and appropriate organisational and technical measures to protect the Data while stored by or on behalf of CCC.
- 7.2 If CCC becomes aware of any misuse of any Data, or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or otherwise adversely affect the Supplier, CCC shall promptly notify the Supplier and cooperate with the Supplier to remedy the issue as soon as reasonably practicable.
- 8. DATA PROTECTION**
- 8.1 Supplier undertakes only to include such Personal Data in the Data provided to CCC as may be necessary to carry out the Purpose.
- 8.2 To the extent that the Supplier provides CCC with Data which contains Personal Data, the Supplier shall ensure that the supply of such Data is in compliance with any applicable laws and/or regulations, including in particular data protection laws.
- 9. LIMITATION OF LIABILITY**
- 9.1 Neither Party excludes or limits liability to the other Party for:
- 9.1.1 fraud or fraudulent misrepresentation;
- 9.1.2 death or personal injury caused by negligence; or
- 9.1.3 any matter in respect of which it would be unlawful for the parties to exclude liability.
- 9.2 Subject to clause 9.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 9.2.1 any indirect or consequential loss; or
- 9.2.2 any direct loss of revenue, profits and/or of anticipated savings.
- 9.3 Subject to clause 9.1, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to £100,000.
- 10. TERM AND TERMINATION**
- 10.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with clause 10.2.
- 10.2 Either Party may terminate this Agreement upon 90 days' notice to the other Party.
- 10.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 10.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 10.5 For the avoidance of doubt, the irrevocable licence granted in clause 3 (and any sub-licence granted by CCC) shall continue to apply to any Data which was provided by the Supplier to CCC before the date of termination.
- 11. ASSIGNMENT**
- 11.1 This Agreement is personal to CCC and it shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Supplier.
- 12. WAIVER**
- 12.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13. NOTICE**
- 13.1 Any notice or other communication given to a Party under or in connection with this contract shall be in writing and may either be sent by email to the email address(es) notified to the other Party from time to time, or may be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14. ANNOUNCEMENTS**
- 14.1 Neither Party shall make, or permit any person to make, any public announcement concerning the fact that the Parties have entered into this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15. ENTIRE AGREEMENT**
- 15.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 15.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

16. VARIATION

16.1 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. SEVERANCE

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. THIRD-PARTY RIGHTS

19.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any

term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

20. GOVERNING LAW

20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. JURISDICTION

21.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of [SUPPLIER]

.....

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of CCC

.....

Director