

# Educational User Licence

The product/service you are accessing contains Improvement Service Data (IS Data).

Improvement Service is the come to organisation for Scottish local government improvement. This Licence sets out IS's terms for your use of its data.

It includes the sections with these symbols - ✓!Ø - and **The Small Print** after those.

Please read all these terms and conditions carefully before accessing and using any IS Data so that you understand what IS lets you do with its data, where you should take care and what IS does not let you do.

These terms may change at any time. We would advise that you regularly review them so that you remain familiar with them.

This Licence:

- ✓ Is free of charge.
- ✓ Lets you access and use the IS Data in this service solely for **Educational Use**.  
This means **any** use in connection with teaching, learning, academic, research and private study.  
It covers:
  - a) All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of 'Educational Use'.
  - b) Educational use at all levels – including schools, colleges, universities and research councils, whether on site or remotely.
- ✓ Is granted to you because, (and for the duration in which):
  - a) You are a student, teacher, trainee teacher or LEA Education Advisor at a recognised place of education whose services and systems you are authorised to use and are using, and;
  - b) You have been legitimately provided with a user name, password and/or other secure authentication by that place of education and/or the provider of this service you are using to access or use IS Data;
- ✓ Allows trainees, newly qualified and fully qualified teachers to use their secure login credentials during placements and when visiting institutions other than the place of education which issued them their secure login credentials.
- ✓ Lets you generate, use, store and retrieve your own user content derived from IS Data and use that as part of your Educational Use for as long as you remain registered to study or teach at the place of education whose services and systems you are using or your place of education continues to subscribe to this service.
- ✓ Lets you use and incorporate other third party data with IS Data.
- ✓ Will cover the use of IS Data which you may receive from public bodies as part of a collaborative research project allows you to share IS Data with such public bodies when sharing your research results.

- ✓ Lets you publish small extracts of IS Data to inform others about your Educational Use of IS Data in articles and at events that intend to share or widen knowledge, such as in academic papers or in presentations at educational conferences.
- ✓ Lets you share IS Data with others who are licensed to the same service that your place of education subscribes to for as long as either of you remain registered to study or teach at the place of education whose services and systems you are using or the place of education continues to subscribe to this service.
- ✓ Lets you use the IS Data for limited administrative use, for example, to show the location and extent of your place of education, any of their other fixed assets, and/or the location of, and directions to, an event organised by them, provided that such use is fair and reasonable.

In return, we ask you to:

- ! Take appropriate measures to keep the passwords and other secure login details which allow you to access the service which delivers the IS Data confidential at all times.
- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with by your place of education or service provider.
- ! Take appropriate measures to make sure all IS Data you use is secure from any unauthorised use or access, for example, by not providing copies of IS Data to anyone unless you know they have accepted this Licence.
- ! Inform your place of education and the service provider immediately if you know or suspect that your password or other secure login details have been used by someone else.
- ! Acknowledge the copyright and other intellectual property rights which subsist in the IS Data by retaining/including these words in a conspicuous position on any display or reproduction of IS Data in any materials or media that you create as part of your Educational Use:  
 “© Crown copyright and database rights “*year*” Improvement Service (licence number 100050367)”, where “*year*” is the current year.
- ! Not tamper with or obscure the IS logo or any other trade marks or protective markings which appear on screen or on print outs.
- ! Be prepared to assist any investigation conducted by your place of education, the service provider or IS into any unauthorised access to and/or use of the IS Data.

Under this Licence you must not do the following:

- ∅ Use or make the IS Data available to third parties (other than those parties specifically referred to in paragraph 2 in the small Print below).
- ∅ Create any products or services which have benefitted from, relied on or made any use of IS Data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using IS Data).  
 If you want to do this you must tell IS and we can then agree how that happens.

## The Small Print

### 1. Parties

This Licence is between Improvement Service, (**we/us/our/IS**) and the person or organisation who downloads the IS Data (**you/your**). We are a company registered in Scotland (company

registration number SC287978). Our registered address is iHUB, Quarrywood Court, Livingston EH54 6AX. You and we are each a **party** and together the **parties**.

## **2. Grant and Scope of your licence to use IS Data**

Subject to the restrictions referred to in this Licence, (together with the service fee paid by your place of education) IS grants you a non-exclusive, non-transferable, revocable licence to:

- a) access and use IS Data, solely for your Educational Use;
- b) Share the IS Data with other persons who you know have also entered into this Educational User Licence; and
- c) Share the IS Data with public bodies who are working with you on a collaborative research project and who are themselves independently licensed to use the IS Data.

This Licence commences with effect from the date you first request access to and/or use IS Data. By accessing, using and/or downloading the IS Data you are deemed to have accepted these terms and conditions (and any variation of them) and be legally bound by them. If you are not happy with this, or any term is unacceptable to you, please do not access or use the IS Data.

## **3. Intellectual Property Rights**

We and/or our suppliers (including the Crown) own all the intellectual property rights in IS Data. All rights not expressly granted are reserved to IS and its licensors (including the Crown).

## **4. Feedback**

At our request, you will give us reasonable details about your use of IS Data under this Licence by whatever means we might reasonably request.

## **5. No Warranty**

It is your responsibility to ensure that the IS Data you request is what you need.

IS Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.

Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the IS Data are hereby excluded to the fullest extent permitted by law.

## **6. Liabilities**

There is nothing in this Licence that excludes or limits your liability for an infringement or breach of our intellectual property rights.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.

Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the IS Data.

## **7. Termination**

Either party may terminate this Licence with immediate effect.

Your service provider also has the right to terminate this Licence on behalf of IS with immediate effect.

This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.

Termination or expiry shall not affect either party's accrued rights and remedies.

On termination, you shall (except in respect of any IS Data for which at the time of termination or expiry, you have an appropriate licence from IS):

- immediately cease accessing the service and using the IS Data;
- inform your place of education that your password or other login details should be deactivated;
- destroy (or at our option return) all IS Data that you hold or for which you are responsible, including any IS Data that is embedded into any other material and provide written confirmation that you have done so at our request;
- make sure anyone else you have supplied IS Data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.

Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

## **8. Data Protection**

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your service provider and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to, and processed by us in the following circumstances:
  - To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of IS Data; or
  - Where you give your specific consent, to enable us to understand / monitor the use of IS Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.

## **9. Other General Provisions**

This Licence sets out the entire agreement in respect of the subject matter of this Licence.

We reserve the right to change this Licence, including the availability of any IS Data, at any time. All such changes shall become incorporated into this Licence immediately.

We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.

This Licence will be governed by Scottish law and both parties agree to the exclusive jurisdiction of the Scottish courts.