DELEGATION OF AUTHORITY

CROWN COPYRIGHT

DELEGATION OF AUTHORITY

BETWEEN

THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE

AND

THE TRUSTEES OF THE IMPERIAL WAR MUSEUM

DATE:
Purpose

1. This document delegates to You the authority for licensing the Crown copyright and Crown database rights in the Material specified in the Annex. It is Government policy to encourage the re-use of information and this Delegation of Authority is made in order to facilitate re-use.

Authority

2. Under legislation, Her Majesty the Queen is the first owner of all copyrights and database rights held by the Crown. The Controller of Her Majesty’s Stationery Office, who is also Queen’s Printer of Acts of Parliament, Queen’s Printer for Scotland and Government Printer for Northern Ireland, has been appointed by Her Majesty by Letters Patent to hold and administer copyrights and database rights belonging to the Crown on Her behalf.

Definitions

3. The following terms have the following meanings:

Delegation: The authorisation set out in this document for licensing the re-use of the Material.

IFTS: The Information Fair Trader Scheme (IFTS) which sets and assesses standards for public sector bodies licensing the re-use of public sector information.

Licensee: Individuals or organisations You license to re-use the Material.

Material: The works identified in the Annex.

Our, Us, We: The Controller of Her Majesty’s Stationery Office, as Queen’s Printer, Queen’s Printer for Scotland and Government Printer for Northern Ireland, operating through the organisation known as the Office of Public Sector Information within The National Archives.


You, Your: The Trustees of the Imperial War Museum of Lambeth Road, London SE1 6HZ (IWM), a charitable body corporate established by statute which is a non departmental public body (NDPB)

Delegation

4. Under the terms of this Delegation You are permitted to grant to Licensees the non-exclusive right to re-use the Material.
5. In accordance with Government policy, You are expected to authorise Licensees to re-use the Material as widely as possible.

6. Any previous delegation of authority granted to You in respect of the Material is now withdrawn and replaced by this Delegation. This Delegation shall not affect the terms and conditions of any existing licences that were granted by You under any previous delegation. The terms and conditions of such licences shall continue for the period of the licence or until You renew or terminate the licence. You have a responsibility to review Your licences regularly and to ensure that the terms and conditions of Your licences comply with the responsibilities placed on You by this Delegation and are consistent with current Government policy.

Your responsibilities

7. You will comply with good practice by:

- including appropriate attribution statements in all Your published Material and, where appropriate, details of how the Material may be re-used and how to apply for a licence if required. We have issued guidance on this subject which can be found on Our website at: http://www.nationalarchives.gov.uk/information-management/policies/copyright-licensing-arrangements.htm;

- providing details on Your website of how to apply for a licence;

- publishing standard licensing terms and conditions on Your website;

- publishing price lists for the Material, where appropriate, on Your website;

- maintaining an up to date list of the Material that You have available for re-use. This will be in accordance with any guidance We issue on producing Information Asset Lists;

- responding to an application within 20 working days. In most cases responding means making an offer of a licence. The 20 working days may be extended in cases where the application raises complex issues. In such cases the applicant must be notified in writing within 20 days of making his application of the reasons for the delay and be sent an estimated date by which You expect to respond to the application;

- specifying that licences are issued on behalf of the Controller of Her Majesty’s Stationery Office, the Queen’s Printer for Scotland or the Government Printer for Northern Ireland, as appropriate;

- maintaining full and accurate records of licensing terms, transactions and correspondence, which must be made available to Our Standards Department on request in accordance with the IFTS (see paragraph 13);

- requiring Licensees to identify the source of the Material they are re-using and its copyright or database right status and to give a clear attribution statement. The following attribution statement will meet most circumstances:
"The [insert details of the material being re-used] is Crown copyright [or Crown database right] and is reproduced with the permission of the Imperial War Museum under delegated authority from the Controller of HMSO."

Where space is restricted:

"© Crown copyright: Imperial War Museums or © Crown copyright: IWM "
"Crown database rights: IWM"

- notifying Us in advance of any significant new policy developments or public statements of policy which are associated with or have an impact upon Our responsibilities for Crown copyright, so that We have the opportunity to comment and (where We have the policy lead) to amend, and so that We may prepare for any public response;

- publishing a list of any exclusive or sole licences that have been issued by You;

- reviewing all existing licences on a regular basis;

- having a complaints procedure. Details of the complaints procedure must be published on Your website.

8. You will ensure that You do not:

- grant exclusive or sole licences without obtaining specific prior consent from Us. This will be given only in exceptional circumstances;

- assign or transfer existing Crown copyright or Crown database rights. Any assignments or transfers of existing Crown copyright or Crown database rights may be made only by the Controller of Her Majesty's Stationery Office. Such assignments and transfers are made only in exceptional circumstances. Prospective assignments of Crown copyright may be made in the context of contracts where it is in the public interest for copyright to belong to the other party; such assignments will be subject to Our approval;

- operate any form of anti-competitive licensing with the aim of protecting Your own products and services;

- transfer this Delegation to any other person or organisation.

Our Responsibilities

9. We will provide You with guidance, advice and support to enable You to meet Your responsibilities under this Delegation and to comply with the Regulations and the IFTS. Further information can be found at:
http://www.nationalarchives.gov.uk/information-management/ifts.htm
Charging Policy

10. All fees and charges will be in accordance with any applicable fees orders and with the current charging policy guidance set by HM Treasury for NDPBs.

11. It is Government policy that, wherever possible, public sector information should be made available for re-use at zero or marginal cost. All bodies with delegated authority for licensing, other than trading funds, must justify any exceptions to this policy and may be required to apply at intervals for approval for those exceptions to continue. If the result of such a review is that all the Material is to be made available at zero or marginal cost We shall consult with You about the continued need for this Delegation. Information about exceptions to marginal cost pricing is available at: http://www.nationalarchives.gov.uk/information-management/ifts/cost-pricing.htm You should ensure that information which may be re-used at zero or marginal cost is accompanied by a statement to the effect that it may be re-used in accordance with a licence under the UK Government Licensing Framework. Information about the UK Government Licensing Framework and its licences is available at: http://www.nationalarchives.gov.uk/information-management/uk-gov-licensing-framework.htm

The Information Fair Trader Scheme (IFTS)

12. It is a condition of this Delegation that You become accredited to the IFTS and comply with the IFTS principles. For information on the IFTS see: http://www.nationalarchives.gov.uk/documents/ifts-complaints-procedure.pdf

13. Our Standards Department is responsible for monitoring licensing activities through the IFTS. This will require the completion of an IFTS assessment which will demonstrate to Us that the Material is being licensed openly, fairly and transparently, and will require You to submit to initial and periodic inspections by Our Standards Department.

14. The Standards Department also investigates complaints it receives relating to licensing and information trading activities. The IFTS Complaints Policy can be found at: http://www.nationalarchives.gov.uk/documents/ifts-complaints-procedure.pdf
When a complaint has been made to Us You will be required to send Us all the paperwork that relates to the complaint and Your responses.

Infringements

15. Under this Delegation You are authorised and expected to take the lead on all infringements of Crown copyright and Crown database right in the Material. You also have the right to appoint Your own legal adviser. You will advise Us when an infringement is identified and whether You intend to commence litigation so that prior arrangements can be made to join the Controller of Her Majesty’s Stationery Office to the action as copyright holder. Each infringement case shall be considered individually in order to establish in whose name action will be initiated. Our legal advisors will be the final arbiter in such matters. We shall bear the costs of obtaining any legal advice that We require, but all other costs of the action will be Your responsibility unless We agree otherwise. You will keep Us informed of the
progress of litigation. Regular, simplified progress reports on litigation and other significant legal issues will be arranged to avoid unnecessary bureaucracy and delay.

Applicable Law

16. This Delegation shall be governed by and interpreted in all respects under the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.

Review and Ending of the Delegation

17. We will advise You in writing if it becomes necessary to amend or revise this Delegation to reflect changes in government information policy. Other changes may be made by mutual agreement.

18. You will let Us know in writing if Your status is going to change or of any other factors that will affect the operation of this Delegation.

19. We may terminate this Delegation if You are not meeting Your responsibilities or if We are unable to accredit You to the Information Fair Trader Scheme. In such circumstances We will write to You specifying Our concerns and requesting Your written comments so that we can agree corrective action.

20. This Delegation will terminate if You cease to be authorised to operate exceptions to marginal cost pricing (see paragraph 11). Any licence properly issued prior to such termination will remain in force until it expires or is terminated by Us.

Signed by: .......................... Date: 13 Dec 2011

Name in capital letters:.......JIM WRENNAN

for and on behalf of the Controller of Her Majesty’s Stationery Office

Signed by: .......................... Date: 6 DEC 2011

Name in capital letters: DIANE LEES

Job Title: Director General

for and on behalf of the Trustees of the Imperial War Museum

Redacted under FOI exemption 40(2).
ANNEX

The Crown copyright and Crown database right Material covered by this Delegation

Crown copyright documents, photographs, films and other works deposited for permanent preservation in the Imperial War Museum by government departments