THE KEEPER OF PUBLIC RECORDS (1)

TRACE2 LIMITED
(trading as 1837online.com) (2)

LICENCE AGREEMENT
THIS AGREEMENT is made on [redacted]

BETWEEN

(1) THE KEEPER OF PUBLIC RECORDS for and on behalf of The National Archives of Kew, Richmond, Surrey TW9 4DU ("the Licensor"); and

(2) Trace2 Limited (trading as 1837Online.com), a company registered in England and Wales No. 04369607 whose principal place of business is 24 Britton Street, London EC1M 5UA ("the Publisher").

INTRODUCTION

IT IS AGREED:

1. Definitions

1.1 In this Agreement the following words and expressions shall have the following meanings:

"the Acknowledgement" means a statement in the form set in Schedule 1, or as otherwise advised by the Licensor from time to time;

"Associate", in relation to a body corporate, means any body corporate in the same Group as that body;

"Business Day" means any day on which banks in the City of London are open for business;

[Redacted under FOI exemption 43]
‘the Effective Date’ means the date of signature of this agreement as written above;

“Group”, in relation to a body corporate, means the body corporate, any other body corporate which is its Holding Company or Subsidiary and any other body corporate which is a Subsidiary of that Holding Company;

“Holding Company” has the meaning given in section 736 of the Companies Act 1985;

“Intellectual Property Rights” means any current and future intellectual property rights, including without limitation copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case in any part of the world and whether or not registered, including, in relation to the above all renewals, reversions or extensions; the right to sue for damages for past infringement; and all forms of protection of a similar nature which may subsist anywhere in the world;

Redacted under FOI exemption 43.
"Year" means the period of 12 months from the Effective Date and each subsequent consecutive period of 12 months during the currency of this Agreement.
1.2 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

1.3 References to:
1.3.1 the parties, clauses, sub-clauses and recitals are to the parties, clauses and sub-clauses of, and recitals to, this Agreement.

1.3.2 any act or regulation will be construed as referring also to any amendment or re-enactment (whether before or after the date of this Agreement).

2. **Grant of Rights; Reversion of Rights**

Redacted under FOI exemption 43.
3. Duration of Agreement

4. Provision of Licensed Material

Redacted under FOI exemption 43.
5. **Obligations of the Publisher**
6. Payment

Redacted under FOI exemption 43.
7. Confidential Information

8. Warranties

9. Termination

Redacted under FOI exemption 43.
10. Effect of Termination
11. Force Majeure

12. Assignment & Sub-licensing

13. General
As witness this Agreement has been signed by the authorised representatives of the parties on the date first written above.

Signed by:

for and on behalf of the **Licensor**

Name:.......................................................
Signed by:

for and on behalf of the **Publisher**

Name: ....

Redacted under FOI exemptions 40 and 43.
SCHEDULE 2

LICENSED MATERIAL:

Redacted under FOI exemption 43.