Licence of Our Time materials
We refer to the Our Time materials listed in www.london.gov.uk/ourtime to this licence ("**Our Time Materials"**) and are writing to confirm the agreement between us whereby we have agreed to grant to you a licence to use the Our Time Materials on the terms set out in this licence. We have agreed the following:

1. GRANT OF LICENCE

In consideration of the opportunity to take part in the Our Time programme and for other good and valuable consideration, we hereby grant to you a non-exclusive licence to use the Our Time Materials and all necessary consents including under the Copyright, Designs and Patents Act 1988 as amended from time to time or any enactment that replaces it to enable you to change, publish, distribute, exhibit and use the Our Time Materials whether alone or incorporated in or in conjunction with other works within the UK only or hereafter devised and in the following permitted forms of media and solely for the permitted purposes set out below ("**Licensed Rights"**).

PERMITTED MEDIA
Projection in training settings

Printing

PERMITTED PURPOSES

For use in the context of running a programme to support the progression of people in to leadership roles

For the avoidance of doubt the licence granted pursuant to this clause 1 does and shall not include a right and the Licensor shall not be permitted to exploit the Our Time Materials and access thereto and use thereof commercially.

2. LICENSEE'S OBLIGATIONS

You hereby agree that:

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(c) you shall not exercise the Licensed Rights in any way that is or renders the Our Time Materials obscene, defamatory or in breach of the privacy or any other rights of a third party or of any law in the UK;
(d) you shall not amend, adapt, use or position the Our Time Materials without our prior approval in writing;
(e) you shall secure all third-party permissions and clearances as is necessary to enable you to use any linked or referenced materials described in the Our Time Materials; and
(f) you indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in this licence.

3. LICENSOR'S LIABILITY

You hereby acknowledge and agree that we do not warrant that the Our Time Materials are fit for your particular purpose and/or use and we shall not be liable in any respect whatsoever for any loss and/or damage that you and/or any third party suffers in relation to or arising from your use of the Our Time materials.

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This licence may be terminated by us if we reasonably believe that you have breached the terms of this licence, or if the licence granted to the GLA relating to images or content included in the Our Time Materials is terminated. On any expiry or termination of this licence all rights granted by us to you under this licence shall automatically terminate and immediately revert to us.

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You shall not be entitled to assign or sub-license your rights under this licence.

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This licence and any dispute or claim arising out of it 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. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).