

HOW TO CREDIT THE ARTISTS

Please ensure you always use the following form of words when using any Sense of Place toolkit content in any publication, material or media wherein all or a part of the Work is used:

*“(name of the Work)
By
(name of Contributor)”*

Coigach & Assynt Toolkit End User Licence Agreement (EULA)

This is a legal agreement between you or your company, firm or other organisation (“**you**”) and North West Highlands Geopark Limited, a Scottish charity with registered charity number SC046510, and being a private company limited by guarantee limited by guarantee without share capital incorporated in Scotland under the Companies Act 2006 on 17 April 2012 with registered company number SC422047 and having its registered office at The Rock Stop Unapool, Kylesku, By Lairg, Sutherland, Scotland, IV27 4HW (“**NWH Geopark**”). NWH Geopark has been appointed agent by its Contributors to grant this Licence on their behalf.

Please read this agreement carefully in its entirety before you download the Toolkit and/or use any Work. By confirming acceptance of these terms or downloading the Toolkit and/or using the Work(s) you have selected from this website you agree to be bound by the terms of this EULA (the “**Agreement**”) and the usage restrictions contained herein. If you do not wish to accept the terms of this Agreement, please immediately delete the Toolkit and unused Work(s) and notify NWH Geopark by email to the following address: [info@nwhgeopark.com] within ten (10) days from the access or download.

1. Definitions

“ Contributors ”	means the creators and first owners of the Rights in the Works.
“ Toolkit ”	means the collection of Work forming and identified in the Toolkit.
“ Licence ”	means the revocable, non-exclusive, non-sub-licensable, non-transferrable right NWH Geopark grants to you to use the Toolkit and the Work(s) therein.
“ Release ”	means a model or property release or any other release of a third party right or other permission which it is necessary or desirable to obtain in respect of the Work.
“ Reproduction ”	includes any form of copying or publication of the whole or part of any Work whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist’s illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of

the whole or part of any Work (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting image may not appear to a reasonable person to be derived from the original Work.

“Rights”

means (1) ownership of the Work (2) intellectual property rights, namely patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, together with all rights of action in relation to the infringement of any of the above.

“Terms”

means the terms and conditions set out in this Agreement and includes the terms contained the Toolkit Website (for example, the Values Statement) which shall be incorporated into this Agreement and all references to the Agreement shall include those terms. The terms in this Agreement prevail to the extent of any inconsistency.

“Values Statement”

means the values outlined in the appendix [below].

“Work”

means the work supplied by the Contributors contained in the Toolkit.

2. Contracting parties

The parties to this contract are NWH Geopark and you. NWH Geopark has been appointed agent by its Contributors to grant this Licence on their behalf.

3. Grant of rights and restrictions

3.1 NWH Geopark grants to you a revocable, non-exclusive, non-sub-licensable, non-transferrable royalty-free right to Reproduce the Works which form the Toolkit (but not the Toolkit itself) on a worldwide basis for the promotion of Coigach & Assynt provided that such use satisfies the Values Statement. Please note, not all of the Work may have Releases. It is your responsibility to check that all necessary Releases have been secured. When exercising this right you must ensure any notice of copyright, trademark or other propriety or moral right is not removed from any place where it is placed on or embedded in the Toolkit or Work(s).

3.2 You may crop, manipulate or create derivative works from any Work contained in the Toolkit provided such use (i) is for the Purpose (ii) is consistent with the Values, (iii) the original Work is credited, and (iv) so long as you ensure any notice of copyright, trademark or other

propriety right is not removed from any place where it is placed on or embedded in any Work.

- 3.3 You may not sublicense, sell, assign, convey or transfer this Agreement or any of the rights under this Agreement but you may sub-license a Work as part of a derivative work (for example an advertisement).
- 3.4 The Work as stored and shared by you must retain the name of the Authors, the copyright symbol, the name of the Contributors, and any other information as may be invisibly embedded in the electronic files containing the original Work.
- 3.5 The Works may not be sublicensed, resold or otherwise made available for downloading, use or distribution separately. For example, the Work(s) may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by website users. Similarly, your customers may be provided with copies of the Work(s) as an integral part of work product, but may not be provided with the Work or permitted to use the Works separately.
- 3.6 If any Work featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or (ii) if the depiction of the model in the Work would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Work is being used for illustrative purposes only.
- 3.7 Neither NWH Geopark or the Contributors warrant the accuracy of the captioning, keywording or any other information associated with the Works.
- 3.8 You must not use the Work in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third party intellectual property or privacy rights, whether directly or in context or by juxtaposition with other materials.
- 3.9 You must abide by any restriction on use notified to you by NWH Geopark before, after or at the time of delivery of the Toolkit, either in the information accompanying the Toolkit or otherwise.
- 3.10 NWH Geopark may inspect any records, accounts and books relating to the Reproduction of any of the Works to ensure that the Toolkit is being used in accordance with this Agreement.

4. Intellectual property issues

- 4.1 No ownership or copyright in any Work shall pass to you by the issue of the Licence. Unless otherwise agreed in writing, if any Work is reproduced by you (i.e., for any non-promotional purpose) you must include the credit line "*Created, produced and directed by [Contributor] / part of the NWH Geopark Toolkit*", or any other credit line specified by NWH Geopark. If a credit line is omitted then, without prejudice to any other rights, a reasonable commercial royalty (in the opinion of NWH Geopark, acting reasonably) which would otherwise be attributable to the Work in question shall be payable by you.
- 4.2 The Contributors' copyright/moral right notice(s) and NWH Geopark's Toolkit identification reference which appear in the Toolkit file must remain with your digital copy of the Work(s)

at all times. You will retain the copyright/moral right notice(s), the name of NWH Geopark and any other information or metadata that is embedded in the electronic file that comprises the Toolkit and any Work which you have accessed or downloaded from [the Website] or otherwise received from NWH Geopark. Failure to maintain the integrity of this propriety and source information will constitute a breach of this Agreement.

5. No warranty and limitation of liability

5.1 **NWH Geopark makes no warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither NWH Geopark nor its Contributors shall be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of NWH Geopark, its servants or agents or otherwise) which arises out of or in connection with this Agreement, even if NWH Geopark has been advised of the possibility of such damages, costs or losses. NWH Geopark's maximum liability arising out of or in connection with your use of or inability to use the Toolkit or Work(s) (whether in contract, delict or otherwise) shall, to the extent permitted by law, be limited to one pound (£1) sterling.**

5.2 The terms of clause 5.1 shall not preclude any liability or claim for death or bodily injury or any claim arising from wilful default or gross negligence on the part of NWH Geopark or any of its employees, agents or otherwise. Each provision of clause 5.1 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

6. Acceptance

You must accept these terms prior to accessing or using the Toolkit. No reproduction of any Work is authorised hereunder until you accept these terms. Any reproduction by you or on your behalf hereunder prior to acceptance of these terms constitutes a breach of this Agreement which entitles NWH Geopark immediately to terminate this Agreement, and further, may constitute an infringement of intellectual property rights.

7. Indemnity

You agree to indemnify and hold NWH Geopark and its Contributors harmless against any claims, damages, losses, expenses or costs, including legal costs, arising in any manner whatsoever from your unauthorised use of the Work(s) accessed or downloaded as part of the Toolkit or supplied to you by NWH Geopark, on behalf of the Contributors, or any other breach by you of any of your obligations under this Agreement.

8. Release information

8.1 NWH Geopark gives no representations or warranties whatsoever as to the existence of any Releases associated with the Work(s).

8.2 NWH Geopark gives no representations or warranties whatsoever with respect to the use of names, trade marks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Work.

8.3 You must satisfy yourself that all Releases as may be required for Reproduction of the Work(s) have been secured. You are solely responsible for obtaining all such Releases and the Licence is conditional in each case on your obtaining them. If you are unsure as to whether any Releases are needed for your usage of any Work, then it is your responsibility to consult with relevant parties. You shall not rely upon any representation or warranty given by NWH Geopark employees or representatives save as expressly set out in this Agreement.

9. Unauthorised use of Work(s)

You unconditionally and irrevocably agree that use of a Work in a manner not specifically authorised hereunder or for a purpose in conflict with the NWH Geopark Values constitutes a breach of this Agreement and an infringement of intellectual property rights (including infringement of moral rights). You hereby acknowledge that the contribution of Work(s) by the Contributors was on this basis.

10. Licence cancellation

10.1 Provided you have not used the Work(s) you may cancel the Licence within 14 days from the date of access or download by sending NWH Geopark an email with notification of the cancellation to the following address: info@nwhgeopark.com.

10.2 Cancelling the Licence revokes any right to publish, reproduce or use the Work(s) in any manner whatsoever.

11. Interest on overdue sums and reasonable recovery costs

11.1 Unless otherwise agreed by us in writing, any sum due to us hereunder is payable within 30 days.

11.2 If you do not make full payment of such sum(s) on time we reserve the right to charge interest on the outstanding amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until payment is made.

12. Condition of Work(s)

You should make sure that you examine the Work(s) for possible defects (whether digital or otherwise) before Reproduction. NWH Geopark shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Work or its caption or in any way from its Reproduction.

13. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance.

14. Miscellaneous terms

- 14.1 The Licence will terminate immediately if you (a) enter into voluntary or compulsory liquidation, (b) have a receiver appointed or (c) fail to perform any of your obligations under the Agreement within 14 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us or the Contributors and any further exploitation of any Work shall constitute an infringement of applicable intellectual property and a breach of this Agreement.
- 14.2 No variation of any of these Terms shall be effective unless in writing and signed by NWH Geopark. No action of NWH Geopark, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that NWH Geopark waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any inconsistency between the terms of this Agreement and the terms contained in any communication sent by you, the terms of this Agreement shall prevail.
- 14.3 Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.
- 14.4 This agreement, its validity and effect, shall be interpreted under and governed by the laws of Scotland and be subject to the exclusive jurisdiction of the Scottish courts. If NWH Geopark is required to enforce its rights as a result of any breach of these terms, whether legal proceedings are commenced or not, you agree to indemnify NWH Geopark in respect of all reasonable legal fees and costs incurred by NWH Geopark in relation thereto.

Appendix

North West Highlands Geopark Values Statement

To accompany the Sense of Place Toolkit EULA

The charity, North West Highlands Geopark Ltd in partnership with a range of local artists, creatives and makers has developed the Sense of Place Toolkit for the purpose of helping businesses, organisations, residents and visitors better understand, appreciate and utilise the unique experience and connection to the land of the communities that reside within Coigach and Assynt.

This work was undertaken as part of the Coigach Assynt Living Landscape (CALL) partnership, a National Lottery Heritage Funded project comprising 14 Partner organisations, of which the Scottish Wildlife Trust is the lead partner. CALL was initiated to instigate a 40-year vision of a landscape that is a haven for native wildlife, supports existing industries, creates new employment, and attracts people to live in and visit the area, consistent with the North West Highlands Geopark vision statement;

To be a thriving and sustainable rural economy working with local people to conserve and capitalise on the geological heritage of the Geopark in partnership with local government, relevant agencies and local businesses.

We will grant you use of the Sense of Place resources to add value to your own work on you agreeing to the Coigach & Assynt Toolkit End User Licence Agreement and the values described below. .

We confirm, agree and undertake that:

The North West Highlands is a unique, special, and sensitive environment. People exist as part of a wider earth-system and we all have an obligation to act sustainably.

We respect each other within our own organisations and foster open communication, and a safe environment.

We respect other businesses, visitors, our communities, and other stakeholders and listen to their concerns and feedback. We will take prompt and effective action to deal with unprofessional or unethical behaviour.

We will use the Sense of Place resources respectfully, acknowledging that the communities and artists involved in their development shared their experiences in good faith.

We look for creative solutions to the challenges to achieving our vision for the North West Highlands Geopark and to building a strong organisation.

We will be as transparent in our activities as possible. We will be open-minded and seek to understand and empathise with those different to ourselves. We will examine own biases and behaviours to avoid stereotyping.

We will work collaboratively with others and build upon partnerships, sharing information and knowledge in the pursuit of achieving our vision for the North West Highlands Geopark.

We will not use the Sense of Place resources to advocate for one political party or another, but we will work with politicians and policy makers to achieve our vision for the North West Highlands

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