

THE GOVERNANCE FRAMEWORK SINGLE-USE PRINT LICENCE AGREEMENT

Non-Exclusive · Scottish Law

PARTIES

Licensor: David Link Consultancy author and publisher of the Work, whose address is 5 James Ewart Avenue, Dalbeattie, DG5 4UN, United Kingdom (“Licensor”).

Licensee: The organisation issued a licence for The Governance Framework © David Link Consultancy.

BACKGROUND

(A) The Licensor is the author and copyright owner of the publication entitled “*The Governance Framework*” (the “Work”).

(B) The Licensee wishes to obtain a licence to print and use a defined number of copies of the Work for internal use within its organisation, on the terms set out in this Agreement.

(C) The Licensor is willing to grant such a licence on the terms and conditions set out below.

IT IS AGREED as follows:

1. Definitions

In this Agreement the following expressions have the following meanings:

“Agreement” means this single-use print licence agreement including any schedules.

“Authorised Users” means the trustees, board members, committee members, employees, and volunteers of the Licensee who are permitted to use a Licensed Copy in accordance with this Agreement.

“Commencement Date” means the date on which payment of the Licence Fee is confirmed.

“Expiry Date” means the date falling twelve (12) months after the Commencement Date, unless extended by written agreement of both parties.

“Licence Fee” means the sum payable by the Licensee as set out in Schedule I.

“Licensed Copies” means the number of printed copies of the Work specified in Schedule I, each of which will be individually watermarked with the Licensee's name, the Licence Reference, and a unique copy number.

“Licence Reference” means the unique reference number assigned to this Agreement as set out in Schedule I.

“Permitted Purpose” means internal governance, training, and reference use by Authorised Users within the Licensee's organisation only.

“Work” means the publication entitled Governance Manual authored by the Licensor, as supplied in watermarked PDF format under this Agreement.

2. Grant of Licence

Subject to the terms of this Agreement, including payment in full of the Licence Fee, the Licensor grants to the Licensee a:

- (a) non-exclusive;
- (b) non-transferable;
- (c) non-sublicensable;

(d) single-use; and

(e) time-limited,

licence to download, print, and use the Licensed Copies for the Permitted Purpose during the Licence Period. For the avoidance of doubt, this licence does not include any right to modify, adapt, translate, sublicense, or create derivative works from the Work.

3. Single-Use Nature of this Licence

This licence is granted on a single-use basis. The Licensee acknowledges that:

- (a) each download link provided by the Licensor may be used once and will expire on the date set out in the download notification email;
- (b) the right to print each Licensed Copy is exercisable once per copy and does not entitle the Licensee to make further reproductions of that copy;
- (c) this Agreement does not confer any right to re-licence, transfer, resell, or otherwise deal with the Licensed Copies or the rights granted herein.

4. Restrictions

The Licensee shall not, and shall ensure that Authorised Users do not:

- (a) print, reproduce, or copy the Work beyond the number of Licensed Copies specified in Schedule I;
- (b) share, distribute, circulate, or make available any Licensed Copy (in print or digital form) to any person who is not an Authorised User;
- (c) upload, post, or transmit any Licensed Copy to any website, intranet, file-sharing platform, or other digital system accessible to persons other than Authorised Users;
- (d) remove, obscure, or tamper with any watermark, licence reference, copyright notice, or other identifying mark applied to any Licensed Copy;
- (e) use the Work or any Licensed Copy for any commercial purpose or for the benefit of any person or organisation other than the Licensee;
- (f) sub-licence, assign, transfer, sell, or otherwise deal with any rights under this Agreement without the prior written consent of the Licensor.

5. Internal Sharing

Notwithstanding clause 4, the Licensee may share individual Licensed Copies internally with Authorised Users for the Permitted Purpose, provided that:

- (a) each Licensed Copy is shared with one (1) Authorised User only and is not further reproduced;
- (b) the total number of persons in receipt of a Licensed Copy at any one time does not exceed the number of Licensed Copies specified in Schedule I;
- (c) the Licensee takes reasonable steps to ensure that Authorised Users are aware of and comply with the restrictions set out in clause 4.

6. Copyright and Intellectual Property

The Licensee acknowledges that:

- (a) the Work and all intellectual property rights in it remain vested in the Licensor at all times;
- (b) this Agreement confers no right, title, or interest in or to the Work or any intellectual property rights therein, save for the limited licence expressly granted herein;
- (c) nothing in this Agreement shall be construed as a transfer or assignment of any intellectual property rights.

7. Licence Fee and Payment

The Licensee shall pay the Licence Fee as set out in Schedule 1. Payment shall be made in full prior to the grant of access to any download link. The licence shall not take effect until payment has been received and confirmed by the Licensors.

8. Term and Termination

8.1 This Agreement shall commence on the Commencement Date and shall continue until the Expiry Date, unless terminated earlier in accordance with this clause.

8.2 The Licensors may terminate this Agreement with immediate effect by written notice to the Licensee if:

- (a) the Licensee commits a material breach of this Agreement which, if capable of remedy, is not remedied within fourteen (14) days of written notice requiring remedy;
- (b) the Licensee becomes insolvent, enters administration, receivership, or winding up proceedings, or makes a composition with its creditors generally.

8.3 On termination or expiry of this Agreement for any reason:

- (a) all rights granted to the Licensee under this Agreement shall cease immediately;
- (b) all download links shall be revoked and shall cease to function;
- (c) the Licensee shall, upon request, confirm in writing that it has ceased use of the Work and destroyed or deleted any digital copies in its possession.

8.4 Clauses 6, 9, 10, and 11 shall survive termination or expiry of this Agreement.

9. Liability

9.1 The Work is provided on an "as is" basis. The Licensors make no warranty as to the accuracy or fitness for purpose of any content within the Work.

9.2 To the maximum extent permitted by law, the Licensors shall not be liable to the Licensee for any indirect, special, or consequential loss or damage arising out of or in connection with this Agreement or the use of the Work.

9.3 Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded or limited under Scots law.

10. Confidentiality and Watermarking

The Licensee acknowledges that each Licensed Copy is individually watermarked with its organisation name and Licence Reference. In the event that a watermarked copy is found in circulation beyond the scope of this Agreement, this shall constitute prima facie evidence of breach by the Licensee. The Licensors reserve the right to pursue any available remedy under this Agreement or at law.

11. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. The parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior representations, understandings, and agreements between the parties relating to such subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on any representation, warranty, or undertaking not expressly set out herein.

13. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by both parties.

14. Severance

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed deleted and the remaining provisions shall continue in full force and effect.

15. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be delivered by email (with delivery receipt requested) or first-class post to the address of the relevant party set out in this Agreement or such other address as that party may notify to the other in writing.

SCHEDULE I — LICENCE DETAILS

Licence Reference: Licences are watermarked on to licenced copies of The Governance Framework

Commencement Date: the date at which payment is received by the Licensor

Expiry Date: the licence is perpetual

Number of Licensed Copies: 1 per organisation

Licence Fee (£): £100.00 or as may be advertised from time to time or as invoiced.

EXECUTION

This Agreement is executed on the date last signed below.

SIGNED by the LICENSOR

Signature: David Link Consultancy

Full name: David Link

Date: At date of issue of the licence

For and on behalf of the LICENSEE

Payment of the Licence Fee or receipt of a free copy binds the Licensee to the terms of this agreement.