



Model Access Licence Agreement

Use And Re-Use of Images from Transport Scotland's Traffic Scotland Traffic Management Cameras To Provide Traffic Information To The Public

Submitted to Transport Scotland
by IBI Group

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MODEL ACCESS LICENCE AGREEMENT FOR THE USE AND RE-USE OF LIVE EYE VIEW IMAGES FROM TRAFFIC SCOTLAND'S TRAFFIC SCOTLAND TRAFFIC MANAGEMENT CAMERAS

Between

SCOTTISH MINISTERS (hereinafter referred to as "Scottish Ministers")

And

THE USER (hereinafter referred to as the "User")

With regard to the provision by Scottish Ministers to the User of access to images from Transport Scotland's Traffic Scotland traffic management cameras on the trunk road and motorway network in Scotland the parties have agreed as follows:

1 Access Licence

In consideration of the performance by the User of its obligations in this Licence, Scottish Ministers acting under delegated licensing authority from the Controller of Her Majesty's Stationery Office (the "HMSO") grants the User viewing access and permission to use and re-use traffic images from Transport Scotland's ("the Scottish Ministers") traffic management cameras on the trunk road and motorway network in Scotland ("the traffic management cameras") for the purposes of developing, providing and evaluating the provision of timely traffic information to the public through timely traffic and travel information service(s) and product(s) named in **Schedule A1 of Appendix A** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platforms named in **Schedule A1 of Appendix A** (via the connection(s) to the Scottish Minister's telecommunications system as specified (the "Technical Specification") in **Appendix C** to this Licence and **Schedule C1 of Appendix C** to this Licence.)

- 1.1 This Licence shall have effect on **[Date]** and continue for a period of 2 years until **[Date]** unless determined in accordance with the provisions hereof and without prejudice to any party's specific rights of determination as set out within this Licence. This Licence may be extended in writing by mutual agreement of the parties.
- 1.2 Any new Licence which may be negotiated in good faith between the Parties shall take effect on expiry of this Licence subject to the User giving 3 months written notice to Scottish Ministers of its wish to establish a new Licence. The terms and conditions of the subsequent Licence may be different to those in this Licence.
- 1.3 The User acknowledges that the images distributed by Scottish Ministers are Crown Copyright and that their use reproduction and re-use by the User and its servants employees agents and sub-contractors and by the third parties named in **Schedule A1 to Appendix A** to this Licence are governed by the terms of this Licence. For the avoidance of doubt the user agrees to bind any person or body to whom the User provides the images with the written agreement of Scottish Ministers as named in Schedule A1 of Appendix A to this Licence to the terms set out in this Licence. In order to comply with this Clause the User agrees to:
 - 1.3.1 acknowledge the Crown Copyright status of the images re-used in internet accessible traffic news broadcasts as required in **Clause 4.1** and **Clause 4.3** of this Licence in the manner specified in **Appendix A** to this Licence
 - 1.3.2 acknowledge the Crown Copyright status of the images re-used in television or radio or internet traffic news broadcast scripts as required in **Clause 4.2** of this Licence in the manner specified in **Appendix A** to this Licence

- 1.3.3 refer all requests received from third parties to re-use the images to the Scottish Minister's officer holding the post identified in **Clause 18.1** of this Licence and to the on-line application form on the Scottish Minister's traffic camera pages of its website www.trafficscotland.org
- 1.3.4 provide copies to Scottish Ministers of the statements published on entry to the internet accessible service(s) named in **Schedule A1** of **Appendix A** as required in **Clause 4.3** of this Licence and **Appendix A** to this Licence.

2 Users Equipment

- 2.1 Subject always to the User's system being approved by Scottish Ministers, Scottish Ministers grant the User permission to access the traffic images through connecting the User's system to the Scottish Minister's telecommunications system in compliance with Scottish Ministers technical requirements specified in **Schedule C1** of **Appendix C** to this Licence and all relevant British Standards or their European equivalents statutes or other Codes of Practice bylaws or statutory instruments which may be in force or come into force during this Licence.

3 Costs and Charges

- 3.1 Scottish Ministers shall not levy a fee for the provision or re-use of the images of traffic conditions during the period of this Licence but reserve the right to levy charges:
 - To recover the costs to the Scottish Ministers of providing the connection(s) to the Scottish Minister's telecommunications system
 - For the provision or re-use of the images under any subsequent Licence; and
 - to recover the additional costs to the Scottish Ministers arising from additional usage(s) agreed in writing by Scottish Ministers during the period of this Licence.
- 3.2 For the avoidance of doubt the User shall be responsible for and shall pay all costs related to the provision maintenance rental and use of all equipment and telecommunications services required to transmit the images from the Scottish Minister's telecommunications system to the User's organisation and shall indemnify the Secretary of State against any claims arising from such responsibilities.

4 Acknowledgement of Copyright and Transport Scotland

- 4.1 The User shall credit the Crown Copyright status of the images and Scottish Ministers licensing of all images re-used in visual traffic news television and internet accessible broadcasts by placing a credit to the Crown Copyright status of the images and a credit to the Scottish Ministers in accordance with **Appendix A** to this Licence.
- 4.2 The User shall for all radio and television and other oral broadcasts of traffic information which are based in whole or part on the User's use and re-use of the images include a reference to the source of the information as being partly or wholly derived from the Scottish Minister's traffic management cameras in accordance with the terms of **Appendix A** to this Licence.

- 4.3 Where the source of images used or re-used in internet based service(s) is derived in whole or part from the traffic management cameras connected to the Scottish Minister's telecommunications system the User shall ensure that the Crown Copyright status of the images and Scottish Ministers licensing of the images are credited by placing a statement on entry to the service(s) and product(s) named in **Schedule A1 of Appendix A** in accordance with the requirements specified in **Appendix A** to this Licence with a **hyperlink** to an Information Page (the "**Information Page**"). The User shall ensure that the Information Page includes the information required in **Appendix B** to this Licence.

5 Indemnity

- 5.1 The User shall be liable for and shall indemnify Scottish Ministers against all losses, actions, claims, costs, damages, demands, expenses (including but not limited to all reasonable legal costs and disbursements) and proceedings whatsoever incurred by or made against the User arising from a direct consequence of the User's use and re-use of the images negligently or in a way which is not permitted under this Licence or otherwise arising from a material breach of the provisions of this Licence in all circumstances where such claim does not arise directly or indirectly from the negligent acts of Scottish Ministers PROVIDED THAT the User shall not be liable under such indemnity to the extent that the claim arises or is increased or aggravated as a result of any failure by Scottish Ministers to act with reasonable prudence and to take reasonable steps to minimise the claim.
- 5.2 Scottish Ministers shall have no liability and the User shall have no claim whatsoever against the Scottish Ministers in the event of the images not being available to the User for any reason.

6 Provision of Traffic Images

- 6.1 The terms of this Licence shall not provide the User with exclusive rights to have access to or to use or re-use images from the Scottish Minister's traffic management cameras
- 6.2 The User shall have no operational control over the traffic management cameras or exclusive access to or use of any traffic management camera. For the avoidance of doubt the User acknowledges that Scottish Ministers and the Police Service and their respective servants employees agents contractors and subcontractors have priority of use and shall control priority of use by other users and have operational control in relation to panning and zooming in their absolute discretion.
- 6.3 Scottish Ministers provision of images to the User is made without any warranties or guarantees of any kind whatsoever whether implied or explicit on the level and quality of service to be provided or that access to images will be uninterrupted or error free and shall not be held liable for image availability.
- 6.4 Scottish Ministers shall use their best endeavours to maintain the User's continuity of access to images from traffic management camera sites. However, in the event of an emergency or security requirement, Scottish Ministers shall be entitled immediately and without notice to cease provision of images from specific camera(s) or images of a scene which in his sole and absolute discretion are not in the interests of operational requirements or the good or proper interests of the public or good or proper interests of policing.

- 6.5 Scottish Ministers reserve the right to change at any time and without prior notice and without liability the traffic management camera sites provided to the User.
- 6.6 Scottish Ministers reserve the right to substitute or replace existing traffic management cameras and the telecommunications network with new technology or to run such new technology in tandem with existing infrastructure. Scottish Ministers undertakes to give the User due notice of any changes in the technical specification set out in **Appendix C** and the **Schedules thereto**.

7 Permitted Use and Re-Use of Traffic Images

- 7.1 The User shall only re-use the traffic images for the purposes of developing providing and evaluating the provision of traffic information to the public through the traffic and travel information service(s) and product(s) named in **Schedule A1 of Appendix A** to this Licence and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named in **Schedule A1 of Appendix A** to this Licence in accordance with the editorial control policy and procedures ("**Statement of Editorial Control Policy**") at **Appendix B** to this Licence. The User shall not re-use or publish or broadcast or otherwise transmit or otherwise facilitate the re-use or publication or broadcasting or transmission of the images for any other purpose whatsoever.
- 7.2 No other re-use is permitted under this Licence
- 7.3 Any new or changed re-use or any new or changed traffic information services or product(s) or any new or changed third party users or any new or changed distribution platforms shall be subject to the written agreement of Scottish Ministers and will be named and detailed in **Schedule A1 of Appendix A** to this Licence or be subject to a new Licence.

8 Conditions for Use and Re-Use

- 8.1 The User shall re-use the images only for the purposes specified in **Clause 7.1** of this Licence and **Appendix A** to this Licence and detailed in **Schedule A1 to Appendix A** to this Licence.
- 8.2 The User shall control the images in accordance with the requirements of the Statement of Editorial Control Policy at **Appendix B** to this Licence. For the avoidance of doubt the User is wholly responsible for the editorial control of the images broadcast by the third parties named in **Schedule A1 to Appendix A** to this Licence on the radio and television channels and website(s) and other platform(s) named in **Schedule A1 to Appendix A** to this Licence.
- 8.3 The User shall ensure that all traffic images information and material published broadcast or otherwise transmitted shall be accurate appropriate and timely provided that the images received from the Scottish Minister's traffic management cameras are accurate appropriate and timely. The User's procedure(s) for ensuring that the images are timely is specified in **Appendix A**.
- 8.4 The User shall not provide copies of the images to any third party other than those named in **Schedule A1 to Appendix A** to this Licence for the traffic information services and product(s) named in **Schedule A1 to Appendix A** to this Licence and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named in **Schedule A1 to Appendix A** to this Licence; PROVIDED THAT any refusal to provide copies of the images does not contravene an individual's rights under the Data Protection Act 1998 or the Freedom

of Information Act Scotland 2002 or other legislation in force or which comes into force during the period of this Licence and the User agrees to refer all requests received for copies of the images in the first instance to the Scottish Minister's officer holding the post identified in **Clause 18.1** of this Licence and to the on-line application form on the Scottish Minister's traffic camera pages of its website <http://trafficscotland.org>

- 8.5 Variations to the provisions in **Appendix A Appendix B Appendix C** and the **Schedules thereto** shall require the agreement of Scottish Ministers. The relevant Appendices and or Schedules shall be revised and reissued for signature by Scottish Ministers and the User. For the avoidance of doubt the variations shall not take effect until the revised Appendices and Schedules have been signed by Scottish Ministers.

9 Dealing

- 9.1 This Licence is personal to the User
- 9.2 The User shall not assign charge mortgage transfer or sub-contract or otherwise dispose of this Licence or any part of this Licence or its obligations under this Licence or any part of this Licence.
- 9.3 The User shall not provide access to the images from the Scottish Minister's traffic management cameras to any third party without the prior written permission of Scottish Ministers other than in accordance with this Licence and **Appendix A** to this Licence and **Schedule A1 of Appendix A** to this Licence. The User shall not sell the images from the Scottish Minister's traffic management cameras to which it has access under this Licence to any third party except that the User may develop traffic information services and product(s) based on the images for sale to the third parties named in **Schedule A1 of Appendix A** to this Licence on the radio and television channel(s) and other platform(s) named in **Schedule A1 of Appendix A** to this Licence during the period of this Licence.

10 Data Protection Act 1998

- 10.1 All use and re-use of images must comply with the Data Protection Principles specified in the Data Protection Act 1998.
- 10.2 The User acknowledges that it is a "Data Controller" as defined in the Data Protection Act 1998 with respect to its own use of the images and undertakes to comply with the Act and all subsequent legislation.
- 10.3 The User shall give notification of the purpose(s) for which it will use the images under this Licence to Scottish Information Commissioner where appropriate and comply with any conditions imposed by the Scottish Information Commissioner.
- 10.4 The User shall also comply with:
- 10.4.1 The recommendations contained within the "Code of Practice on the Management of Records" November 2002 issued by the Ministry of Justice and any subsequent versions of that Code
- 10.4.2 The provisions of all relevant Designated Codes of Practice relating to journalism established by Order made under Section 32(3)(b) of the Data Protection Act 1998 which are or come into force during the period of this Licence.
- 10.5 In ensuring that the User's use and re-use of the images complies with the Data Protection Act 1998 the User shall refer to and make use as appropriate of amongst other things current guidance and any subsequent versions thereof provided by the

Ministry of Justice (MOJ) the Information Commissioner's Office (ICO) the National Archive (TNA) and their predecessor and successor bodies including:

- 10.5.1 "The Data Protection Act 1998 Legal Guidance", ICO
- 10.5.2 "The Data Protection Act 1998 Principles", ICO
- 10.5.3 "The Guide to Data Protection Auditing", ICO
- 10.5.4 "CCTV Code of Practice, July 2000", ICO
- 10.5.5 "Handling Subject Requests", MOJ
- 10.5.6 "Code of Practice on the Management of Records", TNA

11 Human Rights Act 1998

- 11.1 The User agrees and acknowledges that it will at all times throughout the duration of this Licence comply with Article 8 of the Human Rights Act 1998
- 11.2 In ensuring that the User's use and re-use of the images complies with Article 8 of the Human Rights Act 1998 the User shall refer to and make use as appropriate of amongst other things guidance issued by the Ministry of Justice and its predecessor and successor bodies.

12 Freedom of Information Act Scotland 2002

- 12.1 To ensure compliance with the Freedom of Information Act Scotland 2002, if applicable, the User shall refer to and make use as appropriate of amongst other things guidance issued by the Scottish Information Commissioner (SIC) and successor bodies on the guidance pages of the SIC web site <http://www.itspublicknowledge.info/Law/FOISA-EIRsGuidance/Briefings> including the recommendations contained within the Codes of Practice and any subsequent versions of them set out on the same website at http://www.itspublicknowledge.info/Law/FOISA-EIRsLinks/FOISA_Links including the following Codes of Practice.
 - 12.2.1 "Section 60 Code of Practice: Functions under the Act". This describes the desired practice that authorities should follow in discharging their functions under the Freedom of Information Act Scotland 2002.
 - 12.2.2 "Section 61 Code of Practice: Records Management". This provides guidance to Scottish public authorities in connection with the keeping, management and destruction of the authorities' records.

13 Traffic Image Distribution System – Staff and Security

- 13.1 The User shall comply with any requirements that Scottish Ministers may from time to time reasonably specify in respect of any regulations or conditions to ensure the identity and bona fides and suitability of any of the User's personnel employees agents contractors or sub-contractors to whom the User grants access to its connection to the Scottish Minister's telecommunications system.
- 13.2 The User shall comply with the following conditions:-
 - 13.2.1 To put in place controls to ensure that the security reliability performance accuracy and completeness of the Scottish Minister's telecommunications system and data is not compromised:

- 13.2.1.1 As a result of the connection(s) of the User to the system
- 13.2.1.2 As a result of threats to the system
- 13.2.1.3 By unauthorised disclosure of confidential data
- 13.2.2 To maintain such security measures as may from time to time be reasonably specified by Scottish Ministers to prevent unauthorised access to the Scottish Minister's telecommunications system and data including:
 - 13.2.2.1 Holding securely and not divulging to any party other than Scottish Minister's User's username and password
 - 13.2.2.2 Disallowing unauthorised users from accessing the Scottish Minister's telecommunications system from a non-authorised user's computer
- 13.2.3 Without prejudice to the application of the Official Secrets Acts the Data Protection Act 1998 the Human Rights Act 1998 and the Freedom of Information Act Scotland 2002 to any such information the User undertakes:
 - 13.2.3.1 To treat as confidential information which may be derived from or obtained in the course of this Licence or which may come into the possession of the User or any employee servant agent contractor or sub-contractor of the User as a result of or in connection with this Licence
 - 13.2.3.2 To provide all necessary precautions to ensure that all such information is treated as confidential by the User his employees servants agents contractors or sub-contractors.

14 Termination Suspension and Variation

- 14.1 This Licence shall terminate at the expiration date of 2 years from the date of commencement or if the account is dormant for a period of six months or greater, unless the parties mutually agree otherwise in accordance with Clause 1.1 of this Licence.
- 14.2 The User may terminate this Licence at the expiration of 9 months from the date of commencement and its involvement in this Licence shall absolutely cease subject to:
 - 14.2.1 The User giving Scottish Ministers 7 days written notice of its desire to be released from this Licence and its reasons for desiring to be released from this Licence
- 14.3 Either party shall be entitled to suspend this Licence if in their reasonable opinion they deem it necessary having notified the other party in writing at least 7 days in advance of their intention of doing so and their reasons for doing so.
- 14.4 Scottish Ministers shall be entitled to vary suspend or terminate this Licence if in their reasonable opinion they deem it necessary having notified the User in writing at least 7 days in advance of his intention of doing so and his reasons for doing so.
- 14.5 Without prejudice to **Clause 14.1** and **Clause 14.2** and **Clause 14.4** and **Clause 14.5** of this Licence Scottish Ministers shall be entitled to terminate the whole or part of this Licence by written notice to the User 7 days in advance:
 - 14.5.1 If the User shall become bankrupt or shall execute a Deed of Arrangement or assignment for the benefit of or shall compound with his creditors under the provision of the insolvency laws for the time being in force.
 - 14.5.2 If the User being a company shall go into liquidation become insolvent or if any resolution or order is passed or made for the purposes of voluntarily

compulsorily winding up the User save for the purposes of bona fide reconstruction on terms acceptable to Scottish Ministers

14.5.3 In the event of a receiver, or manager or administrator being appointed to the User.

14.6 Upon the giving of such a notice under **Clauses 14.2** or **Clause 14.3** for the period of suspension or **Clause 14.4** or **Clause 14.5** or upon the termination of the Licence under **Clause 1.1** or **Clause 14.1** all the benefits rights and licences granted to the User under this Licence shall immediately cease.

15 Waiver

15.1 Failure by either party at any time to enforce any provision of this Licence or to require performance by the other party of any of the provisions of this Licence shall not be construed as a waiver of any such provision and shall not affect the validity of the Licence or any part thereof or the right of a party to enforce any provision at any time in accordance with its terms.

16 Governing Law

16.1 This Licence shall be governed by and construed in accordance with UK and Scottish Law and the User hereby irrevocably submits to the jurisdiction of the Scottish Courts.

17 Statute

17.1 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same.

18 Notices

18.1 Any demand notice or other communication given hereunder or pursuant to this Licence may be served personally on the addressee or sent by registered post or by recorded delivery or transmitted by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown in this Licence or to such other address as the party may by notice to the other party have substituted therefore, shall be deemed effectively given on the day when in the course of the means of transmission it would first be received by the addressee in normal business hours. The address for notices to be sent to Scottish Ministers is per Head of Network Operations, Transport Scotland, Buchanan House, 8th Floor (North Wing) 58 Port Dundas Street Glasgow, G4 0HF. The address for notices to be sent to the User is per **[insert contact name, Post held, Division, Organisation, address]**.

19 Clause Headings

19.1 Clause headings are for reference only and shall not affect the interpretation of this Licence.

20 Enforceability

- 20.1 If any provision of this Licence shall be held invalid illegal or unenforceable for any reason the validity legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

APPENDIX A
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
ADDITIONAL CONDITIONS OF USE AND RE-USE

With regard to the provision by Scottish Ministers to the User of a Licence to access and re-use images from the Scottish Minister's traffic management cameras the parties have agreed the following additional conditions of use and re-use:-

1 VARIATION SUSPENSION TERMINATION

1.1 With regard to **Clause 1.3** and notwithstanding the generality of **Clause 14.4** of this Licence Scottish Ministers may vary or suspend or terminate this Licence if in their reasonable opinion the User and or any of the third parties and the services named in **Schedule A1 to this Appendix** compromises or no longer fulfils the purposes of this Licence, which are:

- a) To complement Transport Scotland's remit in operating maintaining and improving the trunk road and motorway network in Scotland; and
- b) To help deliver Transport Scotland's core business aim of safer roads, more reliable journeys and better informed travellers through the provision of timely traffic information services.

2 CHARGES AND SERVICE LEVEL

2.1 With regard to **Clause 3.1** of this Licence the fees and charges levied by Scottish Ministers to recover the costs to the Scottish Ministers of providing the connection(s) to the User to the Scottish Minister's telecommunications system are levied in accordance with Government policy and guidelines. The charge to the User under this Licence and the service level provided to the User under this Licence are specified in **Schedule A1** to this Appendix.

3 ACKNOWLEDGEMENT OF CROWN COPYRIGHT AND TRANSPORT SCOTLAND

3.1 Visual Publications Broadcasts and Other Transmissions

3.1.1 With regard to **Clause 4.1** of this Licence the User shall place a credit to the Crown Copyright status of the images and to the Scottish Ministers in the form of the Crown Copyright symbol or a text acknowledgement and the Scottish Minister's logo of a size that ensures it is legible at all times alongside each image displayed on the television channel(s) and website(s) and other platform(s) named in **Schedule A1** to this Appendix.

3.2 Broadcast Scripts

3.2.1 With regard to **Clause 4.2** of this Licence the radio and television and website and other platforms' broadcast scripts supporting the images on the services named in Schedule A1 of this Appendix shall on a periodic basis of not less than once a day include a reference to the source of information for the broadcast deriving wholly or in part from the Scottish Minister's traffic management cameras.

3.3 Handheld Devices

3.3.1 With regard to **Clause 4.3** of this Licence where images on the service(s) named in **Schedule A1** of this Appendix may be viewed via handheld devices the User shall place the following statements on entry to the service(s) named in **Schedule A1** of this Appendix with a hyperlink to the Information Page required under **Clause 4.3** of this Licence which shall provide the information required in **Appendix B** and **Schedule B1 to Appendix B**:

3.3.1.1 "The images are Crown Copyright. The terms and conditions governing their use and reproduction and re-use is detailed in the Information Page"

3.3.1.2 "Do not view traffic images whilst driving".

4 EDITORIAL CONTROL

4.1 With regard to **Clause 8.2** of this Licence and **Clause 3.1 of Appendix B** the User agrees to ensure that the images are refreshed in compliance with the minimum and maximum refresh rates specified in **Schedule A1 to this Appendix**.

5 TIMELINESS OF IMAGES

5.1 With regard to **Clause 8.3** of this Licence the User agrees that the images shall carry a date and time stamp showing the time at which the image was sourced from the Scottish Minister's traffic management cameras.

6 AGREED THIRD PARTY USERS AND DEALING

6.1 With regard to **Clause 8.4** and **Clause 9.3** of this Licence the User shall not pass on copies of the images to which it has access under this Licence to any third party other than those named in **Schedule A1 to this Appendix** for publication broadcast or transmission on the radio and television channel(s) and website(s) and other platform(s) named in **Schedule A1 to this Appendix**.

7 REVISIONS TO SCHEDULE A1 OF THIS APPENDIX

7.1 With regard to **Clause 7.1** and **Clause 7.2** and **Clause 7.3** and **Clause 8.4** and **Clause 8.5** of this Licence variations to the provisions in this **Appendix** and **Schedule A1 of this Appendix** shall require the agreement of Scottish Ministers. **Appendix A** and or **Schedule A1 of Appendix A** shall be revised and reissued for signature by Scottish Ministers and the User. For the avoidance of doubt the variations shall not take effect until the revised Appendices and Schedules have been signed by Scottish Ministers.

SCHEDULE A1
to
APPENDIX A
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
INTERNET QUALITY IMAGES

1 CHARGES AND SERVICE LEVEL

- 1.1 With regard to **Clause 3.1** of this Licence and **Appendix A** to this Licence there is no charge to the User to recover the cost to the Scottish Ministers of providing the connection to the User to the Scottish Minister's telecommunications system to provide the User with access to **internet quality images** at service level [available images refreshed about every 10 minutes].
- 1.2 Users must not download images more often than the refresh rate stated in **Clause 1.1** of this Appendix.
- 1.3 The agency reserves the right in the future to alter the agreement above and to charge for this service. In the event of a charging regime being introduced, any relevant charges will be detailed on the Traffic Camera pages of Traffic Scotland's website <https://trafficscotland.org/livetrafficcameras/ftpapp.aspx>

2 EDITORIAL CONTROL

- 2.1 With regard to **Clause 8.2** of this Licence and **Clause 2.3 of Appendix B** the user agrees to ensure that the images are refreshed no later than once every 30 minutes or where this cannot be done the message "camera unavailable" or an equivalent graphic shall be displayed. For the avoidance of doubt the User shall not manipulate the images to attempt to improve their quality or to attempt to create the impression of motion jpegs.

3. THE USER'S REPRESENTATIVES

- 3.1 With regard to **Appendix A** the User's representatives for internet quality images shall be the User's [insert job title for User's policy representative(s)] and the User's [insert job title for User's technical representative(s)].

4 AGREED SERVICES AND AGREED THIRD PARTY USERS AND DEALING

- 4.1 With regard to **Clause 8.4** and **Clause 9.3** of this Licence the User shall not re-use the images for any service(s) or product(s) other than those named **herein** and their associated broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein** or pass on copies of the **internet quality images** to which it has access under this Licence to any third party other than those named **herein** for the services and product(s) named **herein** and their associated

broadcast scripts on the radio and television channel(s) and website(s) and other platform(s) named **herein**:

4.1.1 [list name of service, third party, platform]

4.1.2 [list name of service, third party, platform]

4.1.3 [list name of service, third party, platform]

APPENDIX B
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
STATEMENT OF EDITORIAL CONTROL POLICY

With regard to the provision by Scottish Ministers to the User of a Licence to access and to re-use images from the Scottish Minister's traffic management cameras the parties have further agreed this Statement of Editorial Control Policy. The User shall be responsible for implementing the policy during the period of this Licence as required in **Clause 7.1** and **Clause 8.2** of this Licence.

1 Context

- 1.1 Scottish Ministers acting under delegated authority from the Controller of Her Majesty's Stationery Office (HMSO) licenses under non-exclusive licences eligible third party users viewing access and permission to re-use the traffic images for permitted types of re-use which support the Scottish Minister's core business functions and objectives.
- 1.2 Eligible third parties are those whose planned end use of the images
 - 1.2.1 Complement the Scottish Minister's remit in operating maintaining and improving the trunk road and motorway network in Scotland
 - 1.2.2 Help to deliver the Scottish Minister's core business aims of safer roads more reliable journeys and better informed travellers.
- 1.3 Permitted usage is provision of traffic information:
 - 1.3.1 To the public to enable better journey planning
 - 1.3.2 To support tactical control of the operation of the trunk road and motorway network in Scotland
 - 1.3.3 To support cross-border cooperation between the United Kingdom's road networks.
- 1.4 The images distributed are from the Scottish Minister's traffic management cameras. Images from enforcement cameras or cameras to which Automatic Number Plate Recognition (ANPR) technology or other data recognition technology are attached are not distributed to licensees or the public. Third parties receive the images via the connection(s) to the Scottish Minister's telecommunications system.
- 1.5 The parties to this Licence shall use all reasonable endeavours in accordance with the terms of **this Licence** and the agreed editorial control procedures **herein** to ensure to the best of their knowledge and belief that traffic images published broadcast or otherwise transmitted relate purely to the traffic effects of incidents and that they are compliant with all legal requirements and do not offend public decency invade personal privacy or cause trauma.
- 1.6 In particular the parties agree that they will use their reasonable endeavours to avoid publication or broadcast or transmission of images or information which:
 - 1.6.1 Show road or other traffic accidents or incidents and any victims or participants thereof
 - 1.6.2 Show police or security or other emergency operations; PROVIDED THAT this does not preclude traffic images of police and other service vehicles and police and other service staff attending an incident

- 1.6.3 Show criminal offences in progress
- 1.6.4 Show other matters governed by the Official Secrets Acts and the Data Protection Act 1998 and the Human Rights Act 1998 and other appropriate legislation which may be in force or come into force during the period of this Licence
- 1.6.5 Would or could in their reasonable opinion cause offence or distress to any of the User's employees or members of the public
- 1.6.6 In their reasonable opinion are likely to hinder or impede the proper interests of policing
- 1.6.7 Show other matters that have been mutually agreed by the Parties in writing during the course of the Evaluation as being unsuitable for publication.

2 Procedures for Handling Internet Quality Images

- 2.1 The User agrees to take all reasonable steps to ensure compliance with all legal requirements and the requirements of this Licence to prevent the distribution of unsuitable images. Guidance on what constitutes an unsuitable image is provided in **Clause 1.7 of this Appendix**. The User agrees:
 - 2.1.1 To ensure that the images are refreshed in compliance with the minimum and maximum refresh rates specified in **Clause 4.1 of Appendix A** to convey the current traffic situation whilst preventing the viewing of a sequence of events which potentially may depict criminal or security incidents on the network.
- 2.2 The User agrees to:
 - 2.2.1 Place the acknowledgements and credits relating to Crown Copyright and to the Scottish Ministers as required under **Clause 1.3.1** and **Clause 4.1** of this Licence in the manner required under **Clause 3.1.1 of Appendix A** to this Licence
 - 2.2.2 Place the statements and hyperlink(s) relating to Crown Copyright and to the Scottish Ministers and to handheld devices and to the Information Page required under **Clause 4.3** of this Licence in the manner required under **Clause 3.3.1 of Appendix A** to this Licence on entry to the internet accessible service(s) named in **Schedule A1 of Appendix A** to this Licence and to provide copies of the statements to the Scottish Ministers as required under **Clause 1.3.4 of this Licence**
 - 2.2.3 Make a hyperlink to a Feedback Page (the "**Feedback Page**") from the hyperlink to the Information Page required under **Clause 4.3** of this Licence
 - 2.2.4 That the Information Page required under **Clause 4.3** of this Licence and **Clause 3.3.1 of Appendix A** to this Licence shall include the wording specified in **Schedule B1 to this Appendix** and any additional information that the parties agree in writing.
 - 2.2.5 Include a hyperlink to the Traffic Scotland web site (<https://trafficscotland.org>).

Guidance on what constitutes an unsuitable image is provided in **Clause 1.7** herein.

For the avoidance of doubt both parties acknowledge and accept that the User makes no warranty that it will monitor the internet quality images on a regular basis.

SCHEDULE B1
to
APPENDIX B
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
INTERNET QUALITY IMAGES
WEBSITE(S) INFORMATION PAGE

1 INFORMATION PAGE

- 1.1 The parties agree in accordance with **Clause 2.2.4 of Appendix B** that the wording for the Information Page shall include the following:

TRAFFIC CAMERA INFORMATION PAGE

Source of Images

The traffic images on this website are sourced [in part] from the Transport Scotland's Traffic Scotland traffic management cameras on the truck road and motorway network in Scotland.

Copyright of Images and their Use and Re-Use

The images are Crown Copyright and are supplied for re-use on the **Traffic Scotland Live-Eye-View Remote Image Repository FTP service** by the Transport Scotland on behalf of Scottish Ministers acting under delegated licensing authority from the Controller of Her Majesty's Stationery Office (HMSO).

The traffic images may only be re-used or copied to others under Licence by Scottish Ministers. Requests to re-use the images under Licence may be made by completing the on-line application form on the traffic camera pages of the Scottish Minister's website <https://trafficscotland.org>.

Re-use of the images includes the automatic acquisition of images from the service provided by the User.

Transport Scotland reserve the right to remove access to images by the User in the instance of re-use of images through automatic image acquisition from the service provided by the User.

The traffic images may however be reproduced free of charge in any format or medium provided they are reproduced for research private study or internal circulation within an organisation subject to their being reproduced accurately and not used in a misleading context.

Road Safety

The images must not be viewed whilst driving. In law a person may be regarded as driving a vehicle whilst the engine is running and the vehicle is stationary.

Objectives of Providing the Images to the Public and Feedback

Scottish Ministers license the re-use of traffic images from the Transport Scotland's Traffic Scotland's traffic management cameras on the **Traffic Scotland Live-Eye-View Remote**

Image Repository FTP service to help us to provide traffic information to the public in support of better journey planning and more reliable journeys.

Any Feedback should be direct via the Traffic Scotland website
<https://trafficscotland.org/feedback/>

Background on Transport Scotland's Traffic Scotland Traffic Images

Comprehensive information about Transport Scotland distribution of images from its traffic management cameras is available on the traffic camera pages of the Scottish Minister's website <https://trafficscotland.org> .

APPENDIX C
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
TECHNICAL SPECIFICATION

With regard to the provision by Scottish Ministers to the User of a Licence to access and re-use images from the Scottish Minister's traffic management cameras the parties have agreed the following technical specification(s):-

1 CONNECTION AND TECHNICAL SPECIFICATION

- 1.1 With regard to **Clause 2.1** of this Licence the User's connection(s) to the Scottish Minister's telecommunications system shall be made in accordance with the requirements of the Technical Specification(s) at **Schedule C1 this Appendix**.
- 1.2 With regard to **Clause 6.6** of this Licence following notification by the Secretary of State to the User of any changes to any of the technical specifications at **Schedule C1 to this Appendix** the relevant schedule(s) shall be recalled and replaced with revised schedule(s) and attached to this Appendix.

SCHEDULE C1
to
APPENDIX C
to the
LICENCE BETWEEN SCOTTISH MINISTERS
and
THE [USER]
INTERNET QUALITY IMAGES TECHNICAL SPECIFICATION

With regard to the provision by Scottish Ministers to the User of a Licence to access and re-use images from the Scottish Minister's traffic management cameras the parties have agreed the following image technical specification(s):-

1 INTERNET QUALITY IMAGES TECHNICAL SPECIFICATION

- 1.1 Internet images provided by the Scottish Minister's shall be provided in JPEG data format.
- 1.2 Internet images provided by the Scottish Minister's shall be sized at approximately 320pixels by 240 pixels for available traffic camera images and 317pixels by 237pixels for cameras currently unavailable or in operational use.
- 1.3 Internet images provided by the Scottish Minister's shall be provided at a size of no more than 40kb.
- 1.4 Internet images provided by the Scottish Minister's shall be updated at a period of about every 10 minutes.