

[DATE]

Radio Joint Audience Research Ltd

License Agreement for Bureau Services

FOR REFERENCE ONLY

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THIS AGREEMENT is made this [] day of [] **BETWEEN:**

- (1) **RADIO JOINT AUDIENCE RESEARCH LIMITED** (Company Registration No 2693823) whose registered office is at 15 Alfred Place, London, WC1E 7EB ("**RAJAR**"); and
- (2) [Insert COMPANY NAME] (Company Registration No.[]) whose registered office is at: [insert address] (the "**Licensee**").

WHEREAS:

- (A) RAJAR provides a radio audience measurement service for the radio industry consisting of estimates of audience size and composition for all radio listening within the United Kingdom ("the RAJAR Service").
- (B) Audience information for the RAJAR Service is collected and produced by research contractors engaged by RAJAR for that purpose.
- (C) The copyright and all other rights in the audience information belongs to RAJAR and is confidential to RAJAR.
- (D) The Licensee wishes to provide certain services based on the audience information to users of the RAJAR Service and RAJAR is willing to grant the Licensee a licence to do so upon the terms set out in this Agreement.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions have the following meaning:

"Internal Use"

use by a person for the purposes of a business carried on by that person where such use does not involve disclosure of RAJAR Data or the provision of any RAJAR-related Service to any other person

“Publication Code”	the publication code published from time to time by RAJAR
“RAJAR Data”	information about or relating to radio audiences collected or otherwise produced by or for RAJAR for the purposes of the RAJAR Service, including all such information collected or produced by the Research Contractor
“RAJAR-related Service”	<p>any service which includes RAJAR Data or which is in any way based on RAJAR Data, including analyses, reports and interpretations of RAJAR Data and the integration or provision of software designed to process RAJAR Data either alone or with other data but does not include a service consisting of the resale of:</p> <p>(a) all or a material part of the RAJAR Data under any circumstances; or</p> <p>(b) any non-material part of the RAJAR Data without any material added value arising from the analysis, interpretation or other processing of the RAJAR Data, or from its combination with other data or otherwise</p>
“RAJAR Service”	the radio audience measurement service provided by RAJAR described in Recital (A)
“Ratecard”	the bureau ratecard published from time to time by RAJAR setting out the annual amounts payable for access to and use of specified kinds or levels of RAJAR Data by persons who are not radio broadcasters
“Registered User”	a person who is for the time being registered with RAJAR as authorised to use RAJAR Data
“Research Contractor”	the person or persons for the time being appointed by RAJAR as its research contractor(s) for the collection and production of RAJAR Data

- 1.2 References in this Agreement to any statute, statutory provision or statutory body include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted and to that statutory body's successor.
- 1.3 Headings in this Agreement are for convenience only and are not intended to affect the interpretation.
- 1.4 The masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- 1.5 Where a word or expression is described as including a particular item or items, use of the word "including" shall not limit the generality of the foregoing word or expression.

2. Licence, Registration and Access

- 2.1 RAJAR hereby grants to the Licensee the non-exclusive right by way of licence to access and use RAJAR Data in the manner set out in this Agreement.
- 2.2 RAJAR shall treat the Licensee as registered as a Registered User with a right to access RAJAR Data of the kind or to the level specified in the Ratecard for which the Licensee has paid.
- 2.3 RAJAR shall authorise the Licensee to access the relevant kind or level of RAJAR Data either by giving the Licensee password access to the relevant part of the RAJAR website or by authorising the Research Contractor to make the same available to the Licensee, subject to the Research Contractor's charges for hard copy, electronic files, tape, disk or other delivery medium or services.

3. Permitted use

- 3.1 The Licensee may, on the terms of this Agreement:
- (a) use RAJAR Data for the Licensee's own Internal Use; and
 - (b) provide the output of the RAJAR-related Services specified in the Schedule to any client of the Licensee,

provided that the Licensee acknowledges that:

- i. the RAJAR Data is collected using more than one data collection method (each a "Sample" and which together shall form the "Total Sample"); that the Total Sample is aggregated for the purpose of the Samples operating in combination; and that the Licensee is not permitted to and shall not disaggregate the Total Sample of the RAJAR Data into individual Sample(s) in order to perform any analysis, interpretation or any other processing of the RAJAR Data based on individual Sample(s) for any purpose (including, without limitation, to seek to identify which Sample a particular record relates to, or seek to identify individual panellists or calculate station listening performance) except to the extent required in order to provide output of the RAJAR-related Services specified in the Schedule to any client of the Licensee; and
 - ii. RAJAR's prior written consent must be obtained for RAJAR Data to be used with, compared with, or integrated into any other data set. RAJAR's consent may be conditional on compliance with additional licence restrictions and RAJAR reserves the right to charge additional fees to those set out in clause 7. The Licensee agrees that, upon RAJAR providing its consent, the annual amounts payable to RAJAR under clause 7.1(a) will change depending on the annual amounts set out in the Ratecard for such usage of the RAJAR Data.
- 3.2 In using RAJAR Data for the purpose of providing such RAJAR-related Services, the Licensee shall comply with the data rules and other data requirements published by the Research Contractor in relation to such RAJAR Data.
- 3.3 Where the Licensee's client is a Registered User, the Licensee may provide RAJAR Data to the client as part of the RAJAR-related Services provided to that client but only of the kind and to the level for which the client is a Registered User.
- 3.4 Where the client is not a Registered User or is not entitled to access the necessary kind or level of RAJAR Data, the Licensee may provide RAJAR Data to the client as part of the RAJAR-related Services provided to that client but only so long as:
 - (a) the RAJAR Data provided to the client includes a notice that copyright and database right therein are reserved to RAJAR;
 - (b) the RAJAR Data is provided only for the Internal Use of the client as part of the RAJAR-related Services provided to that client;
 - (c) the client has accepted in writing that the RAJAR Data is for its Internal Use only as part of the RAJAR-related Services provided to it, confidential to RAJAR and owned by RAJAR or its licensors;
 - (d) the RAJAR Data is not supplied in such a way as would enable the recipient to reconstitute any material part of any RAJAR Data file and the client has accepted

in writing that it shall not reconstitute any material part of any RAJAR Data file;

- (e) the client has accepted in writing that the RAJAR Data is collected using more than one Sample; that the Total Sample is aggregated for the purpose of the Samples operating in combination; and that the client is not permitted to and shall not disaggregate the Total Sample of the RAJAR Data into individual Sample(s) in order to perform any analysis, interpretation or any other processing of the RAJAR Data based on individual Sample(s) for any purpose (including, without limitation, to seek to identify which Sample a particular record relates to, or seek to identify individual panellists or calculate station listening performance); and
- (f) the client has accepted in writing that RAJAR's prior written consent must be obtained for the RAJAR Data to be used with, compared with, or integrated into any other data set, and such consent may be conditional on the client's compliance with additional licence restrictions.

4. Unauthorised disclosure

4.1 Subject to clauses 3 and 6, the Licensee shall treat RAJAR Data as confidential to RAJAR and shall not disclose RAJAR Data to any person without the consent in writing of RAJAR except to the extent that RAJAR Data are:

- (a) in the public domain,
- (b) lawfully and without default on the part of the Licensee already in the possession of or available to the person to whom the disclosure is made or
- (c) required by any court of competent jurisdiction, Ofcom, any recognised stock exchange or any Government agency to be disclosed by the Licensee.

4.2 'Disclosure' for the purposes of this clause includes supplying, lending or otherwise making available to any person any report, email, electronic file, tape, disc or any facility (such as online access) by which data or information might come to the knowledge of that person.

5. Notification procedures

5.1 Before providing any RAJAR-related Service to any person, the Licensee shall:

- (a) ascertain from RAJAR whether the person is a Registered User and, if so, the kind or level of RAJAR Data for which that person is registered; and
- (b) where the person is not a Registered User either at all or in relation to the kind or

level of RAJAR Data that the Licensee proposes to:

- (i) notify RAJAR of what it intends to do and the amount it expects to charge to that person, and
- (ii) inform that person that:
 - (A) all rights in any RAJAR Data (other than any of the kind or level for which that person is registered) which is to be provided are reserved, and
 - (B) any such RAJAR Data is for that person's Internal Use only as part of the proposed RAJAR-related Service and is confidential to RAJAR.

5.2 The Licensee shall, within 30 days after the end of each quarter, deliver a return in writing to RAJAR setting out such details as RAJAR may reasonably require of all RAJAR-related Services provided during the quarter and, where they are provided to any person other than a Registered User, all amounts payable by that person in respect of them. Where they are provided to a Registered User using RAJAR Data of the kind or level for which the client is not a Registered User, the Licensee shall deliver the return in relation to the RAJAR-related Services that have been provided using that RAJAR Data.

6. Publication Code

6.1 The Licensee may publish RAJAR Data to the extent and upon the terms set out in the Publication Code.

6.2 If the Licensee fails to comply with the Publication Code, RAJAR may by notice in writing to the Licensee suspend the Licensee's right to access RAJAR Data for such period as RAJAR may specify in the notice.

6.3 If a client of the Licensee fails to comply with the Publication Code, RAJAR may, by notice in writing to the Licensee, suspend the Licensee's right to provide RAJAR Data or RAJAR-related Services to that client for such period as RAJAR may specify in the notice.

7. Financial

7.1 The Licensee shall pay to RAJAR:

- (a) annual amounts as set out in the Ratecard in accordance with the kind or level of RAJAR Data for which the Licensee is registered and use case for the RAJAR Data; and

(b) royalties on RAJAR-related Services provided to persons who are not (or to the extent that they are not) Registered Users equal to 20% of the net amounts charged by the Licensee for such RAJAR-related Services; and, for this purpose, the net amount means the total amount charged by the Licensee excluding

(i) VAT

(ii) all other amounts payable by the Licensee for or in respect of data included in the RAJAR-related Services or on which the RAJAR-related Services are based, excluding the royalties payable to RAJAR.

7.2 The annual amounts shall be payable annually in advance.

7.3 The royalties shall be payable quarterly within 30 days after RAJAR's invoice for the same.

7.4 All amounts payable under this Agreement are exclusive of VAT.

8. Verification

8.1 The Licensee shall maintain proper books of account and records in relation to RAJAR-related Services provided by it, in relation to all amounts payable in respect of them by persons who are not (or to the extent that they are not) Registered Users and in relation to all amounts payable by the Licensee for or in respect of data included in the RAJAR-related Services or on which the same are based. The Licensee shall permit RAJAR and any independent auditors that RAJAR may appoint to inspect such books and records and to take copies or extracts from them to verify the Licensee's compliance with its obligations under this Agreement.

8.2 The Licensee shall retain all accounts and records for a period of not less than three (3) years after the termination of this Agreement unless, at the end of such period, there is a dispute between the parties concerning any payment to which such records and accounts are relevant, in which case such records and accounts shall be retained until the dispute has been settled or determined.

8.3 The Licensee shall upon RAJAR's request provide a copy of any contract that it has entered into for the provision of RAJAR-related Services to any person who is not a Registered User.

9. Rights reserved

9.1 Copyright and all other rights in RAJAR Data are reserved to RAJAR subject to such rights as are licensed to the Licensee pursuant to this Agreement.

10. Data Protection

10.1 Personal data provided by the Licensee to Rajar for the purpose of performing its obligations under this Agreement will be treated by Rajar in accordance with its obligations under the Data Protection Legislation. Please see RAJAR's privacy notice which can be viewed on our website:

https://www.rajar.co.uk/content.php?page=privacy_and_cookies

10.2 Rajar hereby confirms that it is entitled to disclose the Rajar Data to the Licensee for the purposes of the Licensee's use of the Rajar Data in accordance with this Agreement, and that such disclosure will be made in accordance with the Data Protection Legislation;

Both parties agree that, to the extent that personal data is comprised in the RAJAR Data, each will comply with its obligations as a controller under the Data Protection Legislation in processing such personal data; and

The Licensee agrees that it will not reverse engineer the RAJAR Data in such a way that an individual may be identified.

11. Liability

11.1 RAJAR does not warrant the accuracy of the RAJAR Data and accepts no liability whatsoever to the Licensee in relation to the RAJAR Data or the RAJAR Service whether in contract, tort or otherwise including liability for any errors, defects or omissions in the RAJAR Data or for the costs of correction, delays in the delivery of the RAJAR Data or any breakdown or cessation of the RAJAR Service or the supply of the RAJAR Data by the Research Contractor howsoever caused.

11.2 The Licensee hereby acknowledges that the RAJAR Data (in whatever form) is the result of statistical sampling and survey procedures which are designed to produce estimates of radio audiences within the limits of normal statistical error.

11.3 In no circumstances shall RAJAR be liable to the Licensee in contract, tort or otherwise for loss (whether direct or indirect) of profits, goodwill, business (including advertising revenue) or anticipated savings or for any indirect or consequential loss whatsoever (including any such loss suffered by any other person in circumstances where that person is entitled to recover the same from the Licensee).

11.4 RAJAR's liability to the Licensee in contract, tort or otherwise arising under or in connection with this Agreement for any incident or series of related incidents shall be limited to an amount equal to half the amounts payable by the Licensee in respect of the year in which the incident (or the first of the series) occurred.

- 11.5 Neither party shall be treated as being in breach of this Agreement or otherwise liable to the other for any delay in performance or other non-performance of any of its obligations under this Agreement (other than any obligation to pay any moneys as they fall due) to the extent that the delay or non-performance is due to the happening of any of the following events of which it has notified the other party (and the time for performance of that obligation shall be extended accordingly) namely any act of God, fire, flood, lightning, explosion, war, civil disorder, national emergency, terrorism, act of Government or any regulatory authority, strike, lockout or other industrial dispute or any other cause outside its reasonable control.
- 11.6 Each provision of this clause is to be construed as a separate exclusion or limitation applying and surviving even if for any reason one or other of such provisions is held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this Agreement.
- 11.7 RAJAR does not hereby exclude or restrict liability either for death or personal injury resulting from its own negligence or for fraud.
- 11.8 References in this clause to tort include references to negligence and breach of statutory duty.

12. Suspension

- 12.1 If at any time the Licensee fails to pay any amount due under this Agreement or discloses any RAJAR Data in breach of clause 4, or makes any public statement relating to RAJAR Data in breach of this Agreement or the Publication Code, RAJAR may (without prejudice to any other right or remedy) and in addition to the suspension rights in clause 6 by notice in writing to the Licensee suspend all rights of the Licensee under this Agreement (including the right to access and use RAJAR Data) until the Licensee has remedied the failure.

13. Termination

- 13.1 RAJAR may (without prejudice to any other right or remedy) at any time by giving the Licensee notice in writing to that effect forthwith terminate this Agreement
- (a) if the Licensee shall commit any breach of any of the terms of this Agreement (including breach of the Publication Code as issued from time to time) and fail or omit to remedy the same (if capable of remedy) within 14 days after RAJAR having served upon the Licensee a notice in writing specifying the breach and requiring the same to be remedied;
 - (b) if the Licensee shall commit any breach of any of the terms of this Agreement (including breach of the Publication Code as issued from time to time) which is

incapable of being remedied;

- (c) if the Licensee shall have a receiver (including an administrative receiver) or manager appointed over the whole or any part of its assets, if any order shall be made or a resolution passed for its winding up (except for the purposes of amalgamation or reconstruction), if it shall enter into any composition or arrangement with its creditors or if it ceases or threatens to cease to carry on business; or
- (d) if the Licensee brings RAJAR, RAJAR Data or the RAJAR Service into disrepute.

13.2 Either party may terminate this Agreement by not less than six months' notice expiring on 31 December in any calendar year.

14. Consequences of termination

14.1 On termination under clause 13.1

- (a) all rights of the Licensee under this Agreement shall cease forthwith; and
- (b) the Licensee shall within 30 days after the termination render an account of all royalties accrued and pay the amount due.

14.2 On termination by notice under clause 13.2:

- (a) the Licensee's obligation to pay the annual amounts shall cease;
- (b) the Licensee's right to access and use RAJAR Data on the terms of this Agreement shall continue until immediately before the publication of the first results of fieldwork for the year following the termination (or 30 June in that year if earlier)
- (c) the Licensee shall within 30 days after the expiry of that right of access and use render an account of all royalties accrued and pay to RAJAR the amount due.

14.3 On any termination, clauses 4 (Unauthorised disclosure) and 8 (Verification) shall continue in full force and effect together with this clause 14 and such other provisions of this Agreement as are necessary to give effect to this clause.

15. Notices

15.1 Without prejudice to the right to serve any notice in any other manner, any notice pursuant to this Agreement may be sent by post to the address of the party given in this Agreement or by email to subs@rajar.co.uk or such other address or number as may from time to time be notified between the parties for that purpose and, if so sent, shall be deemed to have been given:

- (a) in the case of a letter sent by pre-paid first class post, two business days after posting; and
- (b) in the case of an email, on the day of sending or (if sent otherwise than on a business day or after 1730 GMT) on the next following business day;

and 'business day' for this purpose means any day other than Saturdays, Sundays and public holidays in the United Kingdom.

16. Assignment

16.1 The Licensee shall not assign or otherwise transfer the whole or any part of this Agreement to any person without the consent in writing of RAJAR which consent may not be unreasonably withheld in the case of an assignment of the benefit of the entire Agreement to a person carrying on business in the provision of bureau services to media agencies, sales houses, radio stations and/or others in the place of the Licensee.

17. Severability

17.1 Should any provision of this Agreement be held to be invalid or unenforceable, such provision shall (without prejudice to the remaining provisions) have no effect but the parties shall use all reasonable endeavours to replace the invalid or unenforceable provision by a valid provision, the effect of which shall be the closest possible to the intended effect of the invalid or unenforceable provision.

18. Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Each party hereby submits for all purposes in connection with this Agreement to the jurisdiction of the High Court of Justice in England.

AS WITNESS the hand of the duly authorised representatives of the parties the day and year first above written.

THE SCHEDULE

THE RAJAR-RELATED SERVICES COVERED BY THIS LICENCE:

SIGNED by Jerry Hill, CEO
for and on behalf of **RADIO JOINT AUDIENCE RESEARCH LIMITED**

SIGNED by
For and on behalf of

FOR REFERENCE ONLY