



THE CHURCH
OF ENGLAND

**Diocese of St Edmundsbury
and Ipswich**

PLEASE READ CAREFULLY BEFORE ACCESSING ANY CONTENT FROM THIS WEBSITE:

This licence agreement (**Licence**) is a legal agreement between you (being a primary education establishment located in England or Wales) (**you**) and St Edmundsbury and Ipswich Diocesan Board of Finance (Registered Charity Number: 248919) of 4 Cutler Street, Ipswich, IP1 1UQ (**us** or **we**) for the access and use of:

- the content provided by us and forming a set of units for teaching religious education (the **Emmanuel Project**); and
- the online platform to which we upload the Emmanuel Project via <https://emmanuelproject.org.uk> or any other website notified to you by us from time to time (the **Platform**).

We licence access and use of the Emmanuel Project and the Platform to you on the terms set out in this Licence. We do not sell the Emmanuel Project or the Platform to you. We remain the owners of the Emmanuel Project and the Platform at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "REGISTER" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST EXIT THIS PAGE AND YOU MAY NOT ACCESS OR USE EITHER THE EMMANUEL PROJECT OR THE PLATFORM.

You should print a copy of this Licence for future reference.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-

transferable, revocable licence to access and use the Emmanuel Project and the Platform in the UK on the terms of this Licence.

- 1.2 This Licence shall commence on receipt of the agreed licence fee by us and continue for a period of 12 months (**Initial Term**), unless terminated earlier in accordance with condition 1.10 or condition 6.
- 1.3 Upon expiry of the Initial Term, this Licence shall automatically renew for successive 12-month periods (each a **Renewal Term**) unless you opt out of auto-renewal prior to the end of the then-current Initial Term or Renewal Term.
- 1.4 Auto-renewal is enabled by default at the time you sign-up. You may opt out of auto-renewal at any time by unticking the auto-renew option or by notifying us in writing.
- 1.5 We shall notify you prior to the expiry of the then-current Initial Term or Renewal Term to remind you that this Licence will be automatically renewed, unless you have already opted out of auto-renewal.
- 1.6 You shall pay the agreed licence fee to us in respect of each Renewal Term within 30 days of expiry of the Initial Term or previous Renewal Term. If you fail to make a payment in accordance with this condition, this Licence shall terminate automatically without notice.
- 1.7 Only individuals who teach religious education to pupils in your primary education establishment and who are authorised by you (each an **Authorised User**), may access and use the Emmanuel Project and the Platform for the sole purpose of teaching religious education to your pupils.
- 1.8 You shall procure that all Authorised Users comply with all the terms of this Licence and you shall be responsible for all acts and omissions by an Authorised User as if you had performed such acts or omissions yourself.
- 1.9 You shall:
 - 1.9.1 provide us with all necessary co-operation in relation to this Licence and all necessary access to such information as may be required by us;
 - 1.9.2 comply with all applicable laws and regulations with respect to your activities under this Licence;
 - 1.9.3 comply with any instructions issued by us from time to time in relation to the access and use of the Emmanuel Project and the Platform;

- 1.9.4 ensure that your network and systems comply with the relevant specifications provided by us from time to time;
 - 1.9.5 ensure that only Authorised Users shall access and use the Emmanuel Project and the Platform; and
 - 1.9.6 supervise and control access and use of the Emmanuel Project and the Platform and ensure they are accessed and used only in accordance with the terms of this Licence.
- 1.10 We may require you to cease all use of any of the Emmanuel Project and the Platform if we reasonably believe that your use of the Emmanuel Project or the Platform infringes the intellectual property rights of any third party, or breaches any applicable law or regulation. In this instance, we may, at our option either:
- 1.10.1 provide you with alternative content so as to avoid the infringement; or
 - 1.10.2 terminate this Licence immediately on written notice.
- 1.11 We do not warrant that your access and use of the Emmanuel Project and the Platform will be uninterrupted or error-free.
- 1.12 The Emmanuel Project and the Platform are for the use by primary education establishments located in England or Wales only. We do not represent that the Emmanuel Project or the Platform is appropriate for use in other locations or in secondary education, further education or higher education establishments.

2. **RESTRICTIONS**

- 2.1 You shall not:
- 2.1.1 attempt to copy, modify, duplicate, create derivative works from, or republish, all or any part of the Emmanuel Project or the Platform (as applicable) in any form or media or by any means;
 - 2.1.2 integrate all or any part of the Emmanuel Project into any other content or integrate any other content into the Emmanuel Project;
 - 2.1.3 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;

- 2.1.4 access all or any part of the Emmanuel Project or the Platform to build a product or service which competes with the Emmanuel Project or the Platform;
 - 2.1.5 use the Emmanuel Project or the Platform to provide services to third parties;
 - 2.1.6 licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Emmanuel Project or the Platform, or otherwise make the Emmanuel Project or the Platform available to any third party except the Authorised Users;
 - 2.1.7 attempt to obtain, or assist third parties in obtaining, access to the Emmanuel Project or the Platform, other than as provided under this Licence; or
 - 2.1.8 distribute or transmit to the Platform any viruses or vulnerabilities and shall implement procedures in line with good industry practice to prevent such distribution or transmission.
- 2.2 If and to the extent you become aware of any misuse of the Emmanuel Project or the Platform, you shall promptly notify us and fully co-operate with us to remedy the issue as soon as reasonably practicable.
- 2.3 If we give at least two days' written notice to you, we may during business hours:
- 2.3.1 enter and inspect your school or educational establishment; and/or
 - 2.3.2 inspect, audit and take copies of relevant records, and other documents as necessary,
- to verify your compliance with this Licence.
- 2.4 We may suspend your rights under this Licence until any misuse is remedied.
3. **TRAINING SERVICES**
- 3.1 If requested by you, and subject to receipt by us of payment of an additional agreed fee, we may provide training services to you (in person or by virtual means) in respect of the use of the Emmanuel Project and the Platform.
- 3.2 If applicable, we shall provide such training services using reasonable care and skill and shall use reasonable endeavours to meet any performance dates specified by

you, but any such dates shall be estimates only and time shall not be of the essence for the performance any services.

4. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Emmanuel Project and the Platform anywhere in the world belong to us, that rights in the Emmanuel Project and the Platform are licenced (not sold) to you, and that you have no rights in, or to, the Emmanuel Project and the Platform other than the right to use them in accordance with the terms of this Licence.

5. LIMITATION OF LIABILITY

5.1 You acknowledge that the Emmanuel Project and the Platform have not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the content, facilities and functions of the Emmanuel Project or the Platform meet your requirements.

5.2 We only supply the Emmanuel Project and the Platform for internal use by you, and you agree not to use the Emmanuel Project and the Platform for any re-sale purposes.

5.3 We shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence for:

5.3.1 loss of profits (including but not limited to loss of anticipated profits), sales, business, agreements, contracts or revenue;

5.3.2 business interruption;

5.3.3 loss of anticipated savings;

5.3.4 wasted expenditure;

5.3.5 loss or corruption of software, data or information;

5.3.6 loss of business opportunity, goodwill or reputation; and/or

5.3.7 any indirect or consequential loss.

5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited

to 100% of the licence fee and, if applicable, any additional fee paid by you. This maximum cap does not apply to condition 5.5.

5.5 Nothing in this Licence shall limit or exclude our liability for:

5.5.1 death or personal injury resulting from our negligence;

5.5.2 fraud or fraudulent misrepresentation; or

5.5.3 any other liability that cannot be excluded or limited by English law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Emmanuel Project and the Platform. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Emmanuel Project or the Platform which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. **TERMINATION OR EXPIRY**

6.1 We may terminate this Licence immediately by written notice to you if you commit a breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 We may terminate this Licence immediately by written notice to you if we believe that your access or use of the Emmanuel Project or the Platform could have a negative effect on our reputation or any aspect of our business.

6.3 On termination of this Licence for any reason or on expiry of the 12-month period commencing on the date you enter into this Licence:

6.3.1 all rights granted to you under this Licence shall cease;

6.3.2 you must immediately cease all activities authorised by this Licence; and

6.3.3 you must immediately and permanently delete or remove the Emmanuel Project from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Emmanuel Project then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. **COMMUNICATIONS BETWEEN US**

- 7.1 We may update the terms of this Licence, the Emmanuel Project and/or the Platform at any time on notice to you in accordance with this condition 7. Your continued use of the Emmanuel Project or the Platform following the deemed receipt and service of the notice under condition 7.4 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of this Licence (as varied) you must immediately stop using and accessing the Emmanuel Project or the Platform on the deemed receipt and service of the notice.
- 7.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your account registration on the Platform.
- 7.3 If you have to contact us, including to provide feedback or request an update to the Emmanuel Project, you must do so by email to education@cofesuffolk.org or by pre-paid post to our address provided at the beginning of this Licence.
- 7.4 Note that any notice:
- 7.4.1 given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - 7.4.2 given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 7.5 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. **EVENTS OUTSIDE OUR CONTROL**

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks (**Event Outside Our Control**).
- 8.2 If and to the extent an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

- 8.2.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- 8.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 9.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Emmanuel Project and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in <https://emmanuelproject.org.uk/privacy-policy> and it is important that you read that information.
- 9.2 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data inputted by you.

10. OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing in advance of the transfer.
- 10.3 This Licence constitutes the entire agreement between us, and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 10.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- 10.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.
- 10.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 10.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 10.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.