

CONTAMINATED LAND EXPOSURE ASSESSMENT (CLEA) SOFTWARE  
VERSION 1.06

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LICENCE AGREEMENT  
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**Introduction**

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The Documentation includes:

- 1) *Science Report Final SC050021/SR2: Human health toxicological assessment of contaminants in soil.*
- 2) *Science Report Final SC050021/SR3: Updated technical background to the CLEA model.*
- 3) *Science Report SC050021/SR4: CLEA Software (Version 1.05) Handbook.*

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The CLEA Project Manager  
The Environment Agency  
Olton Court  
10 Warwick Road  
Olton  
Solihull  
B92 7HX

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You acknowledge that the Software and Documentation and other materials supplied by us to you are owned by us and shall be treated as confidential information. You

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You acknowledge that any breach of your obligations concerning confidentiality will subject us to immediate and irreparable harm for which money damages would not adequately compensate and, accordingly, you hereby consent to the granting of injunctive relief (whether preliminary, temporary or permanent) against it without the posting of bond or other security or proof of damages.

## **7. Third Party Software**

You understand and acknowledge that to the extent that proper operation of the Software requires the use of any software developed, owned or marketed by third parties ("Third-Party Software"), you must obtain your own separate licence for such Third-Party Software at your own expense.

## **8. Severability**

If any provision of this Agreement is held to be void, unlawful or unenforceable, then that part shall be deemed to have been severed from this Agreement and the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law.

## **9. Modifications and amendments**

We provide the Software and the associated Documentation in order to assist in the derivation of assessment criteria that will aid the assessment of risks posed to human health from chronic exposure to soil contamination in relation to land use. Our goal is to make this information as complete and accurate as possible, but the Software and Documentation may contain typographical errors, technical inaccuracies or errors of fact.

We may make changes to or update the Software and Documentation from time to time without notice and without obligation to do so. Changes will be noted on the EA website and users should check whether they possess the most recent updated version.

## **10. Entire agreement**

This Agreement and the CLEA Software Handbook contains the entire agreement between the parties in relation to the subject matter and supersedes all previous

agreements, understandings, negotiations, representations, statements and discussions between the Parties, whether oral or written.

**Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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Any questions concerning this Agreement should be referred in writing to

The CLEA Project Manager  
The Environment Agency  
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