

# Framework Partner Licence Agreement

**Between:**

(1) The Secretary of State, acting through  
Ordnance Survey

as

**Ordnance Survey**

and

(2) The Office for National Statistics

as

**Partner**

**Restricted – commercial to the Parties to the  
Agreement**

## Contents

Sections	Page no
1 Definitions and interpretations .....	3
2 This Agreement .....	7
3 Partner Appointment and Designation .....	8
4 Access to Ordnance Survey Data .....	8
5 Grant of Licence by Ordnance Survey .....	10
6 Licence Responsibilities .....	11
7 Acknowledgement of Intellectual Property Rights.....	14
8 Ownership of Ordnance Survey Data .....	19
9 Licence fees or Royalties.....	20
10 Variation.....	20
11 Auditing.....	21
12 Termination.....	22
13 Warranties and Liability.....	25
14 Events beyond the parties' control.....	27
15 Confidentiality .....	27
16 Data Protection .....	28
17 Construction of this Agreement.....	29
18 Assignment, Subcontracting and Sublicensing.....	29
19 Non-solicitation .....	30
20 Partnership, Joint Venture and Agency excluded .....	30
21 Entire Agreement.....	30
22 Waiver.....	30
23 Severability .....	30
24 Notices .....	31
25 Contracts (Rights of Third Parties) Act 1999 .....	31
26 Jurisdiction and governing law.....	32
27 Signing.....	32
Schedule to Framework Partner Licence .....	33

L0024\_M  
28 April 2004

**This Agreement is made on the 1st day of April 2004 between:**

- (1) The Secretary of State acting through Ordnance Survey whose principal place of business is at Romsey Road, SOUTHAMPTON, UK, SO16 4GU (**Ordnance Survey**); and
- (2) The Office for National Statistics of 1 Drummond Gate, LONDON, SW1V 2QQ (**Partner**).

**Background**

- A Ordnance Survey is the national mapping agency of Great Britain. Ordnance Survey licenses a range of mapping products to businesses, local and central government bodies, and consumers.
- B Partner wishes to use the Ordnance Survey Data to develop and produce products and services which it will supply to its own customers and distributors.
- C Ordnance Survey and Partner agree to enter into this framework agreement so as to provide for the licence of Ordnance Survey Data under Appendices which the parties will execute from time to time.
- D This Agreement will operate between Crown Bodies and therefore is not legally binding. In the event of a dispute between the parties, the dispute would not be adjudicated in a court of law. The Agreement is a business arrangement, but it acknowledges the goodwill between the parties and relies upon a spirit of cooperation for its implementation to achieve mutual benefit.

**Operative Terms:****1 Definitions and interpretations**

- 1.1 In this Agreement

**Expression****Meaning****Added Value Products and/or Services**

means the products and/or services of Partner adding value to the Ordnance Survey Data specified in an applicable Appendix.

**Agreement**

means the Terms and Conditions together with all Appendices (each as amended or replaced in accordance with its particular terms).

**Appendix**

means an appendix to this Agreement (as may be amended from time to time in writing), signed by an authorised signatory of each party, containing additional terms between the parties for the licensing of a set of Ordnance Survey Data identified by name which are intended to form part of this Agreement together with other Appendices.

<b>Appendix Terms</b>	means all the terms and conditions of an Appendix as amended from time to time.
<b>Background</b>	means the paragraphs A to D inclusive of this Agreement which appear on page 3 below the heading 'Background'.
<b>Confidential Information</b>	means the terms and conditions of this Agreement and any information that relates to the affairs of one party to this Agreement (the <b>Discloser</b> ) and that is acquired by the other party (the <b>Recipient</b> ) in anticipation of or as a result of this Agreement. This excludes information which is in the public domain other than through the breach of any duty of confidentiality.
<b>Consumer</b>	means a user of Products and/or Services who is a natural person acting for purposes other than his trade, business or profession.
<b>Contractor Licence</b>	means a licence which may be granted by Partner to a Permitted Subcontractor in connection with Partner's (but not Permitted Subcontractor's) own use of Ordnance Survey Data in the form of the draft set out in the Schedule to these Terms and Conditions.
<b>Data</b>	means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material.
<b>Data Protection Legislation</b>	has the meaning given to it in Clause 16.
<b>Demonstrating</b>	means displaying any Products and/or Services to potential end-users, Sub-licensees, investors or agents on Partner's own equipment and <b>Demonstration</b> shall be defined accordingly. Without limitation, loading any of the Ordnance Survey Data onto any equipment of such persons or providing them with copies of the Ordnance Survey Data or any part of it are excluded from this definition.
<b>Derived Data</b>	means all Data which are adapted, extracted or reutilised from Ordnance Survey Data by Partner or a person, firm or company authorised by Partner.
<b>Discloser</b>	means any party to this Agreement which has disclosed Confidential Information that relates to its own affairs (excluding information which is in the public domain).

<b>Effective Date</b>	means the date specified at the beginning of this Agreement and if no date is so specified then the date this Agreement is executed by the second in time of both parties.
<b>End-user</b>	means a user of the Products and/or Services within its own business and other than as a Consumer.
<b>End-user Licence</b>	means a licence granted to an end-user for use of the Products and/or Services.
<b>Intellectual Property Rights</b>	means copyright, patent, trade mark, design right, topography right, database right, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
<b>Licence Fee or Royalty</b>	means the fees Partner shall pay for the use of the Ordnance Survey Data specified in or calculated pursuant to Clause 5 and the applicable Appendix.
<b>Licensed Use</b>	means the use to be licensed by Partner to its end-users in respect of Ordnance Survey Data as contained or referred to in each Appendix.
<b>Operative Terms</b>	means Clauses 1 to 27 inclusive of this Agreement.
<b>Ordnance Survey Data</b>	means Data owned by or licensed to Ordnance Survey including without limitation Derived Data, as amended from time to time by Ordnance Survey Updates.
<b>Ordnance Survey Representative</b>	means the Ordnance Survey head of the partner programme or his delegate responsible for the partner programme who shall be the representative of Ordnance Survey for this Agreement, as may be changed by Ordnance Survey from time to time by notice to Partner.
<b>Ordnance Survey Updates</b>	means the updates, revisions and amendments to the Ordnance Survey Data that Ordnance Survey may provide or in respect of which Ordnance Survey may provide access from time to time pursuant to one or more Appendices.
<b>Partner Representative</b>	means the representative of Partner or his delegate for this Agreement as identified in the application to join the Ordnance Survey partner programme submitted by Partner, as may be amended by Partner from time to time by notice to Ordnance Survey.

<b>Permitted Subcontractor</b>	means a contractor of Partner which shall have a contract in writing to carry on contracted activities for Partner in relation to Partner's (but not Permitted Subcontractor's) use of Ordnance Survey Data under this Agreement.
<b>Products and/or Services</b>	means the Added Value Products and/or Services and the Resale Products and/or Services.
<b>Recipient</b>	means any party to this Agreement which acquires Confidential Information that relates to the affairs of the other party to this Agreement (the Discloser) (excluding information which is in the public domain).
<b>Resale Products and/or Services</b>	means the products and/or services of Partner by which it resells Ordnance Survey Data specified as such in an applicable Appendix.
<b>Special Condition</b>	means any term agreed between the parties in writing in a single document in hard copy form other than Appendices, which is signed by an authorised signatory of each party and expressly overrides one or more specific provisions in these Terms and Conditions.
<b>Specification</b>	means the latest current specification of any Ordnance Survey Data products at the date on which they became the subject of this Agreement as published by Ordnance Survey on its web site and/or in hard copy form in relation to such products under the title 'Technical Sheet', as may be updated from time to time by Ordnance Survey pursuant to Clause 10, subject to any overriding provisions in an applicable Appendix.
<b>Sub-licensees</b>	means the sub-licensees of Partner in respect of the Products and/or Services other than Permitted Subcontractors, end-users and Consumers.
<b>Terms and Conditions</b>	means the Background and Operative Terms of this document, any Special Conditions and all documents expressly incorporated in this Agreement by specific reference, save for Appendices.
<b>Trade Marks</b>	means the Ordnance Survey trade marks specified in the applicable Appendix.

- 1.2 Unless the context otherwise requires, all references to a particular Clause or Schedule shall be a reference to a Clause in or Schedule to these Terms and Conditions.

- 1.3 References to an Appendix to this Agreement shall be deemed to include all schedules to that Appendix.
- 1.4 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Agreement.
- 1.5 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Agreement.
- 1.6 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Agreement.
- 1.7 Any reference to a **party** shall mean a party to this Agreement.
- 1.8 Partner acknowledges that, apart from Partner itself, no person, firm, company or other organisation (including without limitation any company or organisation which is under common or partly under common ownership with Partner) shall have any rights whatsoever under this Agreement.

## 2 This Agreement

- 2.1 This Agreement shall commence on the Effective Date and shall remain in force thereafter unless or until terminated in accordance with Clause 12.
- 2.2 If at any given time, there has been no Appendix in force at any time during the preceding six (6) months, either party may give the other thirty (30) days' written notice to terminate this Agreement.
- 2.3 Unless otherwise stated in any Appendix, each Appendix shall commence on the date specified for commencement in that Appendix and shall continue for the period set out in the relevant Appendix, unless earlier terminated in accordance with Clause 12 of this Agreement or the relevant Appendix Terms.
- 2.4 The termination of any Appendix shall not affect any other Appendices in force except as set out in Clause 12.
- 2.5 The termination of this Agreement shall terminate all Appendices in force at the time of termination.

### 3 Partner Appointment and Designation

- 3.1 Ordnance Survey hereby appoints Partner and Partner hereby agrees to act as the non-exclusive licensed provider of Ordnance Survey Data to sublicense Ordnance Survey Data as part of its Products and/or Services to Sub-licensees, end-users and Consumers pursuant to the terms of the Terms and Conditions and the Appendices.
- 3.2 Partner represents and warrants to Ordnance Survey that it has the ability and experience to carry out the obligations assumed by it under this Agreement and that by virtue of entering into this Agreement, it is not and will not be in breach of any express or implied obligation to any third party binding upon it.
- 3.3 Ordnance Survey reserves the right to exploit Ordnance Survey Data itself by such means as it may think fit including, without limitation, the appointment of partners.
- 3.4 Ordnance Survey reserves the right to require Partner either not to use or to cease to use any advertising or promotional materials in respect of the Ordnance Survey Data which Ordnance Survey reasonably considers not to be in Ordnance Survey's best interests.

### 4 Access to Ordnance Survey Data

#### 4.1 Purpose

- 4.1.1 The purpose of this Agreement is to set out the obligations of Ordnance Survey and Partner and to provide the framework for the delivery, access and use of Ordnance Survey Data for the purpose of allowing the Partner to develop, market and provide Products and/or Services pursuant to the Appendices.
- 4.1.2 Each Appendix shall, among other things, specify the Ordnance Survey Data to which it is applicable, the Specification, the specification of the Products and/or Services, the specific rights granted in respect of the Ordnance Survey Data, the restrictions and conditions applicable to the delivery of, access to and use of Ordnance Survey Data, the Licence Fee payable, the duration of the Appendix, the extent of the Licensed Use, the network or other distribution delivery method to be used, the technology or method employed, conditions and form of transaction, the market into which the Ordnance Survey Data are to be licensed, any special returns or obligations relating to audits or the verification of revenue and any specific termination rights and obligations.

## 4.2 Provision of Ordnance Survey Data

To the extent that the Partner does not already have possession or access to the applicable Ordnance Survey Data pursuant to another Appendix, Ordnance Survey will deliver to the Partner and/or provide it with access to such Data and the Ordnance Survey Updates, subject to availability, unless otherwise provided in the relevant Appendix.

## 4.3 Appendix Structure

Each Appendix shall become part of this Agreement in accordance with the provisions of Clause 4.4.

## 4.4 Addition or replacement of Appendices

- 4.4.1 Partner may submit a written proposal to Ordnance Survey for a Product and/or Service with all supporting information, documents and Demonstrations setting out the Partner's proposals for the matters referred to in Clause 4.1.2 and in addition as Ordnance Survey may reasonably request.
- 4.4.2 Within thirty (30) days of receiving a proposal pursuant to Clause 4.4.1, Ordnance Survey will inform Partner whether or not such proposal is accepted in full or in part or with amendments and, if accepted in part or with amendments, any amendments or changes that may be required for full acceptance will be provided by Ordnance Survey.
- 4.4.3 If such proposal is accepted subject to required changes or amendments to be made, Partner shall resubmit such proposal pursuant to Clause 4.4.1 within thirty (30) days.
- 4.4.4 If a proposal pursuant to Clause 4.4.1 is accepted by Ordnance Survey in full, then Ordnance Survey will supply Partner with a signed Appendix, setting out the terms on which Ordnance Survey will license the Ordnance Survey Data to Partner pursuant to Clause 4.1.2 which the Partner shall return signed and dated to Ordnance Survey within thirty (30) days of receipt by Partner.
- 4.4.5 An Appendix signed on behalf of Ordnance Survey shall become invalid and such signature shall be deemed to be withdrawn if Ordnance Survey does not receive it back duly signed and dated on behalf of Partner within such thirty (30) days.
- 4.4.6 An Appendix becomes operative once the Appendix has been signed by both parties.

## 4.5 Order of Precedence

- 4.5.1 In the event of any inconsistency between the provisions of an Appendix and the Terms and Conditions the relevant provisions of the Terms and Conditions will prevail (to the extent of such inconsistency). However the provisions of an Appendix shall supersede the relevant provisions of the Terms and Conditions only when expressly stated in the Appendix that this should be the case.
- 4.5.2 If there is any conflict or inconsistency between the Background and Operative Terms of this document and any Special Conditions, the Special Conditions shall prevail and later Special Conditions shall prevail over earlier ones.

## 5 Grant of Licence by Ordnance Survey

- 5.1 Ordnance Survey grants Partner a non-exclusive, non-transferable, revocable licence to copy, adapt, extract and reutilise the whole or part of the Ordnance Survey Data for use with the Products and/or Services as specified in any Appendix and to sublicense Ordnance Survey Data with Products and/or Services to Permitted Subcontractors, Sub-licensees, end-users and Consumers solely in accordance with this Agreement.
- 5.2 Ordnance Survey further grants Partner a non-exclusive, non-transferable, revocable licence to copy, adapt and merge Ordnance Survey Data for the purposes of developing, evaluating and testing such Data as part of Partner's actual or potential Products and/or Services and Demonstrating such Products and/or Services to third parties.
- 5.3 Ordnance Survey further reserves the right to modify, enhance, replace, withdraw or make additions to the Ordnance Survey Data in any way whatsoever as Ordnance Survey may in its discretion determine, but shall not be obliged to do so.
- 5.4 From time to time, Ordnance Survey shall make Ordnance Survey Updates available to Partner which are generally available.
- 5.5 Partner may include individual map images in promotional literature either as hard copy graphics and or on Partner's own web site subject to the following conditions:
- 5.5.1 map image will be an accepted raster image such as gif and jpeg;
- 5.5.2 map image must be displayed as a separate discrete map image;
- 5.5.3 the area of map display window must not exceed 200 cm<sup>2</sup> in hard copy form and 400 by 400 pixels at a resolution of 72 dots per inch on the web site. For the avoidance of doubt interaction using pan and zoom is permitted for images displayed on the Internet;
- 5.5.4 map image must not be created and served in real-time; and

- 5.5.5 map image and screen prints are subject to the branding requirements set out in Clause 7.
- 5.6 Partner shall be responsible for marketing and selling the Products and/or Services, including all associated costs.
- 5.7 Partner may not use or sublicense any Ordnance Survey Data in any way or for any purpose other than those expressly permitted by this Agreement, unless it enters into another agreement with Ordnance Survey which provides for such other use or sublicensing.

## 6 Licence Responsibilities

### 6.1 General

Partner shall:

- 6.1.1 In addition to the obligations contained within Clause 7.3, use its reasonable endeavours to acknowledge the use of Ordnance Survey Data as part of the Products and/or Services and to comply with any additional obligations contained in any applicable Appendix. For the avoidance of doubt Partner shall not be required to carry out promotional or marketing activities in respect of the Product and/or Services unless expressly agreed otherwise in a relevant Appendix.
- 6.1.2 Provide the Ordnance Survey Representative with a free copy, for its own internal reference, of all Products and/or Services and all new promotional material, upon request, on condition that Ordnance Survey respects its obligations as to Confidential Information and does not exploit such items (and for the avoidance of doubt the provisions of this Clause 6.1.2 shall not restrict Ordnance Survey's rights to exploit Ordnance Survey Data).
- 6.1.3 Be responsible for dealing with all customer enquiries and complaints relating to the Products and/or Services and will not pass any such enquiries or complaints to Ordnance Survey, which shall have no obligation to deal with them. Ordnance Survey will, at its discretion, deal with any queries received directly from Partner relating to the Ordnance Survey Data and give Partner its reasonable assistance, but Partner may not refer its customers to Ordnance Survey without Ordnance Survey's written consent.
- 6.1.4 At all times display, demonstrate and otherwise represent the Ordnance Survey Data fairly in comparison with competitive products from other suppliers.
- 6.1.5 Not make any promises or representations or give any warranties, guarantees or indemnities in respect of the Ordnance Survey Data except as expressly authorised by Ordnance Survey in writing.

- 6.1.6 Not hold itself out or describe itself as Ordnance Survey's agent or in any way pledge Ordnance Survey's credit.
- 6.1.7 Use its reasonable endeavours to ensure that all Ordnance Survey Data which Partner holds or is responsible for is secure from unauthorised use or access to no lesser extent than the Partner protects its own data, and ensure that Ordnance Survey Data can only be used in accordance with the terms of this Agreement. Partner shall permit Ordnance Survey's Representative the right to inspect security measures used to protect Ordnance Survey Data upon reasonable notice.

## **6.2 Permitted Subcontractors**

Any licence in respect of Ordnance Survey Data granted by Partner to a Permitted Subcontractor shall include a licence in the form of the Contractor Licence.

## **6.3 Sub-licensees**

The Partner shall procure that any agreement with a Sub-licensee which the Partner may enter into in respect of Products and/or Services which include any Ordnance Survey Data shall be subject to the prior written approval of Ordnance Survey, not to be unreasonably withheld, and shall ensure that:

- 6.3.1 The restrictions included in this Agreement (including without limitation in any applicable Appendix) in relation to the licensing and use of the Ordnance Survey Data shall be applied.
- 6.3.2 Any rights reserved in this Agreement (including without limitation in any applicable Appendix) for the benefit of Ordnance Survey shall be reserved in relation to Ordnance Survey Data.
- 6.3.3 Any obligations imposed on the Partner in this Agreement (including without limitation in any applicable Appendix) shall be imposed on such Sub-licensee in relation to Ordnance Survey Data.
- 6.3.4 Any sub-licence in respect of Ordnance Survey Data shall be terminated automatically on the termination of an applicable Appendix.
- 6.3.5 Warranties in respect of the Ordnance Survey Data shall be limited as provided in the Agreement and Ordnance Survey shall have no liability whatsoever directly to any Sub-licensee in respect of the Ordnance Survey Data.
- 6.3.6 Any grant of rights to an end-user by the Sub-licensee shall contain the terms which are specified in Clauses 6.4 and 6.6.
- 6.3.7 Any supply of Ordnance Survey Data to a Consumer shall be in accordance with the provisions of Clauses 6.5 and 6.6.

## 6.4 End-users

The Partner shall procure that any agreement with an End-user which the Partner may enter into in respect of Products and/or Services which include any Ordnance Survey Data shall ensure that:

- 6.4.1 The restrictions included in this Agreement (including without limitation in any applicable Appendix) in relation to the licensing and use of the Ordnance Survey Data shall be applied.
- 6.4.2 Any rights reserved in this Agreement (including without limitation in any applicable Appendix) for the benefit of Ordnance Survey shall be reserved in relation to Ordnance Survey Data.
- 6.4.3 Any obligations imposed on the Partner in this Agreement (including without limitation in any applicable Appendix) shall be imposed on such end-user in relation to Ordnance Survey Data, save that in relation to the obligation to destroy or return to Ordnance Survey all Ordnance Survey Data in accordance with the provisions of Clauses 10.2, 12.4.3 and 12.5.3, such end-user shall be entitled to retain paper copies of material containing Ordnance Survey Data, whether or not derived from digital copies.
- 6.4.4 Any sub-licence in respect of Ordnance Survey Data shall be terminated automatically on the termination of an applicable Appendix.
- 6.4.5 Warranties in respect of the Ordnance Survey Data shall be limited as provided in the Agreement and Ordnance Survey shall have no liability whatsoever directly to any end-user in respect of the Ordnance Survey Data.

## 6.5 Consumers

Any supply by Partner to a Consumer of Products and/or Services shall be by way of licence and not sale of any Intellectual Property Rights belonging to Ordnance Survey.

## 6.6 Trials and tests by potential end-users and Consumers

Partner may supply its own Products and/or Services to potential end-users and (where appropriate) Consumers for trial and testing purposes for up to three (3) months with no obligation to pay a Royalty to Ordnance Survey in respect of such supply, provided that Partner shall enter into an agreement with the potential end-user or Consumer obliging it to use Ordnance Survey Data only for the purposes of testing the Products and/or Services within that end-user's own organisation or by the Consumer alone, with no right to commercially exploit it or to provide any copies of it to any third party, and to destroy all copies of the Products and/or Services on expiry or termination of such agreement.

## 6.7 Enforcement

Partner shall enforce the agreements referred to in Clauses 6.2, 6.3 and 6.4 with its Permitted Subcontractors, Sub-licensees and end-users as a prudent licensor with at least the same degree of diligence that it uses to enforce similar arrangements for its products and services which do not contain Ordnance Survey Data, but in any event the Partner shall enforce such agreements as a prudent custodian of Crown Data. In addition, Partner shall give Ordnance Survey reasonable assistance in the event that Ordnance Survey wishes to pursue any third party for breach of Ordnance Survey's Intellectual Property Rights which might have occurred as a result of Partner providing or giving access to such Intellectual Property Rights to such third parties. Partner shall immediately notify Ordnance Survey if Partner becomes aware of any breach of such agreement.

## 6.8 Destruction of Ordnance Survey Data

Partner shall ensure that at the end of any Permitted Subcontractor's or Sub-licensee's use of the Ordnance Survey Data, such Permitted Subcontractor or Sub-licensee shall return the Ordnance Survey Data to Partner and destroy all copies.

## 6.9 Details of Sub-licensees and end-users

Partner shall at all times maintain a list (including names and addresses) of all actual and prospective Sub-licensees and end-users who receive or gain access to Ordnance Survey Data in digital or in paper form. Partner shall make a copy of such list available to Ordnance Survey on request. Partner acknowledges that Ordnance Survey shall be permitted to contact any such Sub-licensees and end-users for the purposes of monitoring their dealings with Ordnance Survey's Intellectual Property Rights and their compliance with the terms referred to in Clauses 6.3 and 6.4 (as applicable) in relation to Ordnance Survey Data embedded in the Products and/or Services and enforcing all rights of Ordnance Survey.

# 7 Acknowledgement of Intellectual Property Rights

## 7.1 Licensed Partner logo

- 7.1.1 A logo has been devised by Ordnance Survey for use by Partner. Electronic artwork of that logo together with a style guide is available from the Ordnance Survey web site which Partner may copy and use in accordance with Clause 7.1.2. Partner may only use such Electronic artwork of that logo as appears on the aforementioned Ordnance Survey web site.

- 7.1.2 During the continuance of this Agreement, Partner shall have the right to use Partner's logo in its stationery, promotional and display material which are associated with Partner's Products and/or Services which utilise Ordnance Survey Data in accordance with an appropriate Appendix, subject to the specification contained within the style guide. The logo should only be used in a way that makes it clear that it is an accreditation rather than an endorsement of any of Partner's Products and/or Services.

## 7.2 'Enabled by'/'Mapping sourced from' logos

- 7.2.1 Partner may use the following logos which have been devised for use by Partner on their products and product packaging for their Products and/or Services to signal the inclusion of Ordnance Survey Data; the following are examples:

### a) 'Enabled by' logos

Partner may incorporate the following logo in the use of digital data, and in digitally derived Products and/or Services both for vector and raster data, and in derived Products and/or Services:



### b) 'Mapping sourced from' logos

Partner may incorporate the following logo with printed map publications incorporating Ordnance Survey mapping:



- 7.2.2 Partner may use the logos detailed in Clause 7.2.1 in respect of Products and/or Services in the following ways:
- a) 'Enabled by' logo on the following:
    - i) on the imprint page of the user manual;
    - ii) accompanying documentation for digital data;
    - iii) on the packaging of the delivery media, such as the CD-ROM jewel case insert;
    - iv) on overall packaging, such as a box containing delivery media, user manual;
    - v) on the on-screen start-up click licence (including for data export);

- vi) on the opening (flash) screen on digital data (including for data export);
- vii) in the acknowledgement section of the end-user Licence for digital data;
- viii) on the physical media used for delivery of digital data, such as floppy disc or CD-ROM; and
- ix) on each individual View (as the same is defined in relevant Appendices with applicable 'pay as you use' pricing models).

**b) 'Mapping sourced from' logo on the following:**

- i) the cover (soft or hard) of a book;
- ii) the imprint section (margin) of a map or on each individual Plot (as the same is defined in relevant Appendices with applicable 'pay as you use' pricing models); and
- iii) overall packaging, such as a box containing individual books.

7.2.3 In respect of the logos used by Partner and referred to in Clause 7.2.1, the following shall apply:

In all cases the size of the logo on the Products and/or Services and/or their packaging shall not appear larger than Partner's brand or product name.

- a) The logos may be used on up to three faces of the Products and/or Services and/or their packaging.
- b) The size of the logos on the product or packaging is determined as follows:
  - i) On material with a face area of up to 300 cm<sup>2</sup> the logo will be used at its minimum size – 8.5 mm by 31.5 mm.
  - ii) On material with a face area exceeding 300 cm<sup>2</sup> up to 1 000 cm<sup>2</sup> the logo will be used at its minimum size – 15 mm by 70 mm.
  - iii) On material with a face area exceeding 1 000 cm<sup>2</sup> up to 3 000 cm<sup>2</sup> the logo will be used at its minimum size – 23.5 mm by 110 mm.
  - iv) On material with a face area exceeding 3 000 cm<sup>2</sup> up to 10 000 cm<sup>2</sup> the logo will be used at the minimum size – 33 mm by 150 mm.
  - v) For logos to be used on larger face areas such as exhibitions or on bill boards the appropriate logo size shall be confirmed in writing by application by Partner to Ordnance Survey.

For example:

- on a product with a face area of about 2 000 cm<sup>2</sup> the size of the Ordnance Survey logo will be *23.5 mm by 110 mm* and partner's brand or product name must be larger than this; or
- on a product with a face area of 5 000 cm<sup>2</sup> the size of the Ordnance Survey logo will be *33 mm by 150 mm* and partner's brand or product name must be larger than this.

## 7.3 Copyright and database right

7.3.1 Partner acknowledges that Ordnance Survey is obliged to ensure that a correct acknowledgement of Crown copyright and database right to cover all aspects of Partner activity is displayed in respect of products and/or services containing Ordnance Survey mapping in accordance with Clause 7.3.2, whether data supplier, guide book publisher or any other activity whatsoever. The Crown copyright and database right date for data is the date of supply and for paper products is the date of publication. The acknowledgement covers the use of paper mapping and data and the whole range of use from redrawn mapping to GIS Solutions. The Crown copyright acknowledgement must be no less than eight (8) point or larger. Where text size is determined in terms of pixels rather than point size, the text acknowledgement must be a minimum height of seven (7) pixels on a monochrome display and twelve (12) pixels on a colour display.

7.3.2 There are two (2) levels of acknowledgement that Partner must use as detailed below:

### a) Primary Level

This is defined as:

- i) the imprint page of a book;
- ii) the imprint section (margin) of a map;
- iii) the on-screen start-up click licence (including for data export);
- iv) the opening (flash) screen on data products (including for data export);
- v) the acknowledgement section of the user licence on data products; and
- vi) the imprint page of the user manual or accompanying documentation for data products.

The acknowledgement that must be clearly shown is:

'This product includes mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright and/or database right 20nn. All rights reserved. Licence number nnnnn'.

Where there is insufficient room to show the full note it is permissible to show the following:

‘This product includes mapping data licensed from Ordnance Survey with the permission of HMSO © Crown copyright and/or database right 20nn. All rights reserved. Licence number nnnnn’.

**b) Secondary Level**

This is defined as:

- i) the delivery media, such as floppy disc or CD-ROM;
- ii) the packaging of the delivery media, such as the CD-ROM *jewel case* insert;
- iii) the overall packaging, such as a box containing delivery media, user manual and so on;
- iv) on each individual View, which includes map images on PDA’s and other small portable computing devices;
- v) on each individual Plot (as the same is defined in relevant Appendices with applicable ‘pay as you use’ pricing models); and
- vi) in promotional media on paper or Internet.

For map areas greater than 10 500 mm<sup>2</sup> the full secondary acknowledgement that must be clearly shown, preferably within the map area or directly adjacent to the map, is:

‘This product includes mapping data licensed from Ordnance Survey © Crown copyright and/or database right 20nn. Licence number nnnnn’.

On map images appearing up to a maximum size of 10 500 mm<sup>2</sup> or for map images on display screens with a maximum screen area of 10 500 mm<sup>2</sup> it is permissible to show the following intermediate acknowledgement:

‘© Crown copyright and/or database right. All rights reserved. Licence number nnnnn’.

On map images appearing up to a maximum size of 3 600 mm<sup>2</sup> or on display screens with a maximum screen area of 3 600 mm<sup>2</sup> it is permissible to show the following:

‘© Crown copyright. Licence number nnnnn’.

Where map images appear on display screens with a maximum screen area of 1 400 mm<sup>2</sup>, for example mobile phones and other small portable devices, and there is an accompanying User guide/handbook or similar documentation, then the full secondary acknowledgement must be clearly shown within the documentation. Where there is no accompanying documentation, then the following acknowledgement must be shown within a 'Copyright Acknowledgements'/'Help' or similar page for the service:

'© Crown copyright. Licence number nnnnn'.

## 7.4 Trade Marks

- 7.4.1 Partner shall ensure that any use of Partner logo, the name Ordnance Survey and any other Trade Marks must show the appropriate Trade Mark notation.
- 7.4.2 Partner shall not tamper with or remove any Trade Mark symbols or notices, Partner's rights relating to use of Trade Marks are strictly limited as provided in the applicable Appendices.
- 7.4.3 Partner will not under any circumstances use or apply for registration of any Trade Mark in respect of Ordnance Survey's trade names or registered or unregistered Trade Marks or any part of them, nor use or apply to register any Trade Mark similar to or likely to be confused with any of them, nor register any domain name which is the same as, similar to or likely to be confused with any of Ordnance Survey's trade names or registered or unregistered Trade Marks or domain names.

## 8 Ownership of Ordnance Survey Data

- 8.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Agreement remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and Partner's use or possession of any Ordnance Survey Data does not give Partner any ownership of or other interest in any of the Ordnance Survey Data. Title to any copies that Partner makes of Ordnance Survey Data shall pass to Ordnance Survey on their creation.
- 8.2 Partner shall be responsible for all loss of or damage to Ordnance Survey Data from the time Ordnance Survey delivers them or makes them available for collection.
- 8.3 If in Ordnance Survey's reasonable opinion Partner has failed to destroy any copies of Ordnance Survey Data when required under this Agreement, Ordnance Survey may seek permission to enter upon any premises Partner owns, occupies or controls where the Ordnance Survey Data are situated and destroy such copies.

## 9 Licence fees or Royalties

- 9.1 Ordnance Survey will invoice Partner for the Licence Fees or Royalties due in accordance with the terms of each Appendix. If a royalty statement has not been delivered to Ordnance Survey by the due date in accordance with the Appendix, Ordnance Survey shall be entitled to issue an invoice for an estimated sum. Partner's subsequent royalty statement shall make any appropriate adjustments.
- 9.2 Partner shall pay VAT and any other applicable taxes at the rate prevailing at the date of the invoice.
- 9.3 Partner shall pay all valid invoices (which shall have been submitted in accordance with the detailed procedures for submission of the same as set out in the relevant Appendix) in pounds sterling within thirty (30) days of the invoice date without deduction or set-off. In the event that either party ceases to be a Crown organisation, Ordnance Survey reserves the right to charge interest at two per cent (2%) per annum above the base rate of National Westminster Bank plc, calculated and applied daily on any outstanding balances until payment is received.
- 9.4 Royalties are due on the full price of the applicable Products and/or Services supplied or made available to Sub-licensees, end-users and Consumers, whether or not Partner has received any payment in respect of such Products and/or Services. No allowance will be made by Ordnance Survey for any discounts or promotional copies.
- 9.5 Ordnance Survey may set off any monies payable or owing by Ordnance Survey to Partner under or pursuant to this Agreement against all monies, debts or liabilities due or owing by Partner to Ordnance Survey pursuant to this Agreement unless and until Partner has paid, satisfied or discharged all such monies, debts and liabilities. Partner authorises Ordnance Survey to deduct from any monies owed by Ordnance Survey to Partner hereunder or pursuant to this Agreement and to retain any monies or amounts to be deducted for Ordnance Survey's own absolute benefit.

## 10 Variation

### 10.1 Variation of Terms and Conditions

- 10.1.1 Ordnance Survey reserves the right at any time to change the Specification of the Ordnance Survey Data and this Agreement, including without limitation the Licence Fee. All such changes shall become incorporated into this Agreement on the date which Ordnance Survey shall specify in a written notice to Partner. Ordnance Survey shall provide Partner with at least thirty (30) days' notice of any such change (provided always that such notice may be less than thirty (30) days where such change is required by law). The provisions of this Clause shall not prevent Partner from referring any such changes to the arbitration procedure set out in Clause 26.1 in the event that it disputes the validity of such changes, provided that:

- a) if such arbitration process is commenced within thirty (30) days after the commencement of such notice period the changes shall be suspended until the arbitration is concluded; or
- b) if such arbitration process is commenced more than thirty (30) days after the commencement of such notice period the changes shall continue in full force and effect until final determination in accordance with Clause 26.1.

10.1.2 If Partner does not find the changes made in accordance with Clause 10.1.1 acceptable, it may, within thirty (30) days of such notice terminate this Agreement or any affected Appendix by giving written notice to Ordnance Survey. In such event, Partner will be entitled to a rebate of a proportion of any Licence Fee it has paid, which will be fair and reasonable in relation to any unused applicable period. Subject thereto, all such changes shall be binding on the parties.

10.1.3 Any such changes which are made in relation to the form of the Contractor Licence or the terms applicable to contracts between Partner and its Sub-licensees and end-users shall be implemented in respect of all existing agreements with such persons as well as future agreements.

## 10.2 Destroying Unused Ordnance Survey Data

Subject to any provision to the contrary in any applicable Appendix, Partner shall, within thirty (30) days of a variation by which any Ordnance Survey Data are removed from the terms of such Appendix, destroy (or arrange for the destruction of) all such Ordnance Survey Data in all media (including any Ordnance Survey Data embedded in any other material) which Partner holds or is responsible for, or at Ordnance Survey's option return (or arrange for the return of) all such Ordnance Survey Data to Ordnance Survey, and provide, at Ordnance Survey's request, a sworn statement by a duly authorised executive that Partner no longer holds any such Ordnance Survey Data.

## 11 Auditing

11.1 Partner shall provide evidence of compliance with any of its obligations under this Agreement, including without limitation in connection with the measures set out under this Clause 11, if Ordnance Survey so requests.

- 11.2 Partner shall maintain accurate, complete and detailed records related to all transactions arising out of this Agreement. To meet Ordnance Survey's auditors' and business requirements, upon giving reasonable notice Ordnance Survey and/or the National Audit Office, and their respective representatives have the right during business hours to enter Partner's premises to inspect and audit Partner's books of account and all supporting documentation to ensure Partner's compliance with the security, financial and intellectual property aspects of this Agreement and to take copies of any necessary records. Without prejudice to Clause 11.3, Partner shall provide Ordnance Survey with reasonable assistance to enable such inspection and audit to take place, the frequency of which will not be more than once a year unless Ordnance Survey reasonably believes Partner has failed to comply with the security, financial and/or intellectual property aspects of this Agreement.
- 11.3 If the audit (or any other periodic inspection not being a full audit) shows that Partner's accounting as to the calculation of the Licence Fee due under this Agreement, and/or any other financial matter, is incorrect, Partner hereby undertakes promptly to rectify the defect in the amount accounted for and/or the accounting system defect as the case may be. In the event that either party ceases to be a Crown organisation then any sum payable shall be subject to interest at two per cent (2%) over the base rate from time to time of National Westminster Bank plc from the date this sum was originally due up to the date of payment.
- 11.4 Partner will comply with any reasonable measures stipulated by Ordnance Survey as a result of any such audit, by which Ordnance Survey can ensure Partner's compliance with its obligations under this Agreement.

## 12 Termination

### 12.1 General Termination Rights

This Agreement or any Appendix may be terminated immediately by either party on giving written notice:

- 12.1.1 if the other party is in material breach of any of the terms of this Agreement or the Appendix (as the case may be) and such breach is incapable of being remedied;
- 12.1.2 if the other party is in material breach of any of the terms of this Agreement or the Appendix (as the case may be) and the breach, being remediable, is not remedied within thirty (30) days from the date of a written request to do so, and for the avoidance of doubt any failure to pay a sum by the due date under this Agreement shall be a material breach;
- 12.1.3 if the other party commits three (3) successive or concurrent breaches of this Agreement or the Appendix (as the case may be) during any twelve (12) month period, whether or not such breaches are remedied within any required period;

- 12.1.4 if the other party discloses Confidential Information of the first party or authorises use of the first party's Intellectual Property Rights to an unauthorised third party;
- 12.1.5 if the parties are in dispute over any rights in or use of Intellectual Property Rights or Confidential Information;
- 12.1.6 at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Data which it has been accustomed to supply to the Partner; or
- 12.1.7 if there has been no Appendix in force for the preceding six (6) months pursuant to Clause 2.2.

## 12.2 Termination Rights without Notice Period

Either party may terminate this Agreement or any Appendix with immediate effect on giving written notice to the other party in the event that the other party:

- 12.2.1 is unable to pay its debts within the meaning of Section 123 of the *Insolvency Act 1986*;
- 12.2.2 ceases to carry on business;
- 12.2.3 has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of the assets or undertaking of Partner;
- 12.2.4 makes an assignment for the benefit of, or a composition with, its creditors generally or another arrangement of similar import;
- 12.2.5 ceases to be a Crown organisation and goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or
- 12.2.6 undergoes any process similar to the matters referred to in Clauses 12.2.3 and 12.2.5 in any jurisdiction other than that of the UK.

## 12.3 Termination on Notice

- 12.3.1 Either party may terminate this Agreement at any time on giving not less than six (6) months advanced notice in writing to the other party
- 12.3.2 Ordnance Survey may terminate this Agreement or any Appendix on giving Partner ninety (90) days' written notice in the event that any change in legislation, regulations or administrative practice, or a decision by any competent court adversely affects Ordnance Survey's right to receive payment of all or any Licence Fees or other remuneration by whatever means payable to it, or the Ordnance Survey Data or Ordnance Survey's ability to conduct its business. In such event, Partner will be entitled to a rebate of a proportion of any Licence Fee it has paid, which will be fair and reasonable in relation to any unused applicable period.

## 12.4 Effects of termination of this Agreement

In the event of termination or expiry of this Agreement:

- 12.4.1 accrued rights and remedies of either party will not be affected;
- 12.4.2 in certain circumstances which shall be specified in an appropriate Appendix, Ordnance Survey may permit Partner to have certain rights, subject to certain obligations, pursuant to the Agreement beyond the date of termination or expiry of the Agreement;
- 12.4.3 subject to Clause 12.4.2, all Appendices to this Agreement will terminate automatically with immediate effect;
- 12.4.4 subject to Clause 12.4.2 and to any provision to the contrary in any applicable Appendix, Partner shall within thirty (30) days of such termination destroy (or arrange for the destruction of) all Confidential Information and Ordnance Survey Data in all media (including any Ordnance Survey Data embedded in any other material) which Partner holds or is responsible for, or at Ordnance Survey's option return (or arrange for the return of) all Ordnance Survey Data and Ordnance Survey Confidential Information to Ordnance Survey, and provide, at Ordnance Survey's request, a sworn statement by a duly authorised executive that Partner no longer holds any such Ordnance Survey Data and Confidential Information;
- 12.4.5 subject to Clause 12.4.2, Partner shall comply with each of its obligations in relation to termination set out in each Appendix;
- 12.4.6 subject to Clause 12.4.2, Partner shall terminate any Contractor Licence which is in force with immediate effect and ensure that any provisions relating to the termination of such Contractor Licences are enforced; and
- 12.4.7 the provisions of Clauses 1, 8, 9, 10.2, 11, 13.5 to 13.10 inclusive, 14, 15, 16, 17, 19, 24, 25 and 26 shall continue in full force and effect, notwithstanding such termination or expiry.

## 12.5 Effects of termination of an Appendix

In the event of termination or expiry of an Appendix:

- 12.5.1 the accrued rights and remedies of the parties will not be affected;
- 12.5.2 in certain circumstances which shall be specified in an appropriate Appendix, Ordnance Survey may permit Partner to have certain rights, subject to certain obligations, pursuant to the Appendix beyond the date of termination or expiry of the Appendix;
- 12.5.3 subject to Clause 12.5.2, all rights in respect of Ordnance Survey Data granted by Partner to its Sub-licensees, end-users, Consumers and Permitted Subcontractors shall henceforth cease;

- 12.5.4 subject to Clause 12.5.2 and to any provision to the contrary in the Appendix, Partner shall within thirty (30) days of such termination destroy (or arrange for the destruction of) all Ordnance Survey Confidential Information and Ordnance Survey Data which are the subject of the Appendix and not of any other Appendix (including any Ordnance Survey Data embedded in any other material) which Partner holds or is responsible for, or at Ordnance Survey's option return (or arrange for the return of) all such Ordnance Survey Data and Confidential Information to Ordnance Survey, and provide, at Ordnance Survey's request, a sworn statement by a duly authorised executive that Partner no longer holds any such Ordnance Survey Data or Confidential Information;
- 12.5.5 Partner shall send or make available to Ordnance Survey a copy of the up-to-date list referred to in Clause 6.9; and
- 12.5.6 subject to Clause 12.5.2, Partner shall comply with its obligations (if any) in relation to termination set out in the Appendix.

## 13 Warranties and Liability

- 13.1 Ordnance Survey shall use its reasonable endeavours to ensure that the Ordnance Survey Data substantially conforms to the relevant Specification. If within thirty (30) days of receipt Partner notifies Ordnance Survey that the Ordnance Survey Data does not so conform, Ordnance Survey will use reasonable endeavours to rectify the problem provided that the error has not been caused by any modification, variation or addition not performed or authorised by Ordnance Survey, and has not been caused by any abuse or corruption of the Ordnance Survey Data by computer software equipment with which it is incompatible. Ordnance Survey will provide any such rectified Ordnance Survey Data with the next scheduled Ordnance Survey Update or, at its option, before the next Ordnance Survey Update. The supply of the substitute Ordnance Survey Data shall be Partner's sole and exclusive remedy and Ordnance Survey's sole and exclusive liability for supplying faulty or incomplete Ordnance Survey Data or Ordnance Survey Data which do not conform to the relevant Specification.
- 13.2 Ordnance Survey warrants that it is authorised by the Controller of Her Majesty's Stationery Office, who holds and exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Agreement but does not warrant that the Intellectual Property Rights subsist in, or that Her Majesty owns (either at all or free from encumbrances or licences) all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.

- 13.3 Ordnance Survey Data has not been created for any particular customer's or partner's requirements, whether operationally, functionally, technically, accurately or otherwise. It is Partner's responsibility to ensure that Ordnance Survey Data is fit for Partner's intended use or purpose. Partner acknowledges that if it does not take Ordnance Survey Updates then, over time, the operation, technology, functionality and accuracy of the Ordnance Survey Data is likely to degrade and may not meet any relevant Specification.
- 13.4 Ordnance Survey excludes, to the fullest extent permissible by law and except as expressly stated in this Clause 13, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data, Ordnance Survey Updates and any services provided to Partner.
- 13.5 Ordnance Survey accepts no responsibility or liability whether in contract, tort (including negligence) or otherwise for any loss or damage of any nature arising from any use of the Ordnance Survey web site or from any interruption or failure of any electronic transmission of Data. Ordnance Survey gives no warranty or undertaking as to the uninterrupted continuity of the Ordnance Survey web site.
- 13.6 Nothing in this Agreement shall have the effect of excluding or limiting the liability of either party for:
- 13.6.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement hereunder; or
- 13.6.2 fraud.
- 13.7 Neither party shall be liable to the other in contract, tort (including negligence) or otherwise for any special, indirect or consequential losses or damages, provided that neither this Clause 13.7 nor any other provision of this Agreement shall prevent Ordnance Survey from recovering from Partner all amounts lawfully due in respect of all infringements and breaches of Intellectual Property Rights or Confidential Information by Partner or by any other party which has obtained Ordnance Survey Data from Partner.
- 13.8 Subject to Clause 13.6:
- 13.8.1 Ordnance Survey's total liability (whether in contract, tort (including negligence) or otherwise) under or in connection with each Appendix will not at any time exceed an amount equal to the limitations on Ordnance Survey's liability set out in such Appendix or, in the absence of such a provision, an amount equal to the Licence Fees or Royalties payable under such Appendix in respect of the twelve (12) month period immediately prior to the cause of action for the latest such claim or where less than twelve (12) months have passed by that time, in respect of the first twelve (12) month period of such Appendix; and

- 13.8.2 where a claim arises under or in connection with the terms of the Agreement and is not related to any Appendix, Ordnance Survey's total and aggregate liability (whether in contract, tort (including negligence) or otherwise) shall be limited to an amount equal to the guaranteed minimum royalty payable in respect of the year of this Agreement which is current at the time the cause of action for such claim arises.
- 13.9 Partner will be liable for and will indemnify and keep Ordnance Survey (and its employees, directors, subcontractors and agents) indemnified from and against any and all claims, demands, proceedings, costs, charges, damages, loss and liability whatsoever incurred or suffered by Ordnance Survey whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against Ordnance Survey in connection with an alleged infringement or breach of Intellectual Property Rights or Confidential Information by Partner or by any other party which has obtained Ordnance Survey Data from Partner.
- 13.10 Notwithstanding the other provisions of this Agreement, all references in this Clause 13 to Ordnance Survey Data and Ordnance Survey Updates shall be deemed to exclude Derived Data and Partner shall be fully liable in respect of all Derived Data to Ordnance Survey in the terms of Clause 13.9.
- 13.11 Partner hereby warrants that the Products and/or Services do not and will not contain any material which is obscene or defamatory or which infringes any Intellectual Property Rights of any person.

## 14 Events beyond the parties' control

Save for any payment obligation due hereunder, neither party will be responsible for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances (which may include however shall not be limited to war, civil war, terrorist attack, fire and flood) the affected party will notify the other of any such likelihood as soon as possible. Where the preceding occurs the affected party (or parties) shall be allowed a period of thirty (30) days to carry out its obligations.

## 15 Confidentiality

- 15.1 Each party agrees (as Recipient):
- 15.1.1 to use Confidential Information only for the purposes of discussions between the parties relating to their business relationship, and for performing the Recipient's obligations and in accordance with the Recipient's rights under this Agreement;

- 15.1.2 save as provided in Clause 6, to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who are directly involved in this Agreement and who are subject to at least the same obligations of confidentiality in relation to the Confidential Information as the Recipient;
- 15.1.3 to notify the Discloser without delay of any unauthorised use, copying or disclosure of the Confidential Information of which it becomes aware and provide reasonable assistance to the Discloser to stop such unauthorised use and/or disclosure;
- 15.1.4 that Confidential Information shall at all times remain the property of the Discloser. Other than as set out elsewhere in this Agreement, no licence of any Intellectual Property Rights is granted by any disclosure of Confidential Information. Confidential Information may not be copied or reproduced by the Recipient without the Discloser's prior written consent, and any permitted copies are also Confidential Information; and
- 15.1.5 except as required by law or by governmental or regulatory requirements, not to disclose Confidential Information to any third parties without the Discloser's prior written consent.
- 15.2 The obligations in this Clause 16 do not apply to any information which the Recipient can demonstrate was previously known to it (unless acquired directly from the Discloser or subject to any obligation of confidentiality), or independently developed by it without the use of any Confidential Information.
- 15.3 Neither party may divulge directly or indirectly to the press or any other third party, other than its professional advisers and where it is required by law so to do, details of this Agreement or of any dispute between Partner and Ordnance Survey or (in the case of Partner) between Ordnance Survey and a third party.

## 16 Data Protection

- 16.1 Partner shall comply in all respects with all current data protection legislation, including (without limitation) the *Data Protection Act 1998* and any orders made or codes of practice issued under it and the *Telecommunications (Data Protection and Privacy) Regulations 1999* (the **Data Protection Legislation**).
- 16.2 If Partner provides Ordnance Survey with any personal data (as defined in the Data Protection Legislation), Partner warrants that such data was obtained and is supplied to Ordnance Survey in compliance with the Data Protection Legislation.
- 16.3 Ordnance Survey shall retain any such personal data which the Partner provides, in order for Ordnance Survey to meet its obligations under this Agreement.

## 17 Construction of this Agreement

No rule of construction will apply to the interpretation of this Agreement to the disadvantage of one party on the basis that such party put forward or drafted this Agreement or any provision of this Agreement.

## 18 Assignment, Subcontracting and Sublicensing

- 18.1 Partner shall not be entitled to assign or subcontract any of its rights or obligations under this Agreement or appoint any agent to perform such obligations, save that Partner may appoint a Permitted Subcontractor to carry out work for it pursuant to this Agreement. If such Permitted Subcontractor falls within the category identified in Clause 18.4 below, Partner shall give Ordnance Survey written notice of the identity of such Permitted Subcontractor. If Ordnance Survey objects to the use by Partner of any Permitted Subcontractor, Ordnance Survey shall notify Partner of the reasons for the objection in writing and Partner shall forthwith cease to instruct that Permitted Subcontractor in relation to this Agreement. In any event Partner shall immediately cease to instruct and/or not commence to instruct any Permitted Subcontractor which is in a material dispute, mediation, arbitration or court proceedings with Ordnance Survey.
- 18.2 The Partner shall be entitled to provide Ordnance Survey Data to Sub-licensees, end-users and Consumers upon the terms of this Agreement subject to the applicable Appendix, provided that Ordnance Survey has not given prior written notice to the Partner of its reasons for the objection to the agreement with a Sub-licensee, end-user or Consumer, in which case any licence in contemplation shall not be concluded and any licence in force shall be terminated forthwith.
- 18.3 Ordnance Survey shall be entitled to assign, transfer or novate the benefits and obligations of this Agreement to any government body or, in the event of the transfer of all or any of Ordnance Survey's activities or functions to any other entity, to the entity to which Ordnance Survey's functions have been transferred. Partner hereby expressly agrees to the assumption of Ordnance Survey's obligations under this Agreement by that entity, provided that entity can fulfil all necessary obligations.
- 18.4 The category of Permitted Subcontractor to which Clause 18.1 shall apply is one where the Permitted Subcontractor is working for the Partner for an amount in any twelve (12) months of more than thirty per cent (30%) of the Partner's turnover derived from the benefits this Agreement in the twelve (12) months prior to the engagement of the Permitted Subcontractor.
- 18.5 Upon termination of a Contractor Licence with a Permitted Subcontractor or of a sublicense with a Sub-licensee or an end-user, or this Agreement or any applicable Appendix, the Partner shall procure that such Permitted Subcontractor or Sub-licensee or end-user shall comply with the obligations of Clauses 12.5 as if it was the Partner itself.

## 19 Non-solicitation

During the term of this Agreement and for a period of six (6) months thereafter, neither party shall solicit or endeavour to entice away or make any offer of employment (other than pursuant to an application made in response to a publicly advertised vacancy) to any employee of the other.

## 20 Partnership, Joint Venture and Agency excluded

Nothing in this Agreement or any circumstances associated with it or its performance gives rise to any relationship of agency, partnership or employer and employee between Ordnance Survey and Partner.

## 21 Entire Agreement

The parties agree that this Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties concerning the subject matter of this Agreement. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such subject matter. However neither party seeks to exclude or limit liability for any fraudulent misrepresentations.

## 22 Waiver

- 22.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Agreement does not imply that other rights will be waived.
- 22.2 If a party has a right arising from the other party's failure to comply with an obligation under this Agreement and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

## 23 Severability

Each term of this Agreement is a separate term and is intended to stand alone. Should any provision of this Agreement be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

## 24 Notices

24.1 Any notice required to be given for the purposes of this Agreement (a **Notice**) shall be given in writing by sending the Notice by either:

24.1.1 pre-paid first-class post;

24.1.2 recorded delivery;

24.1.3 email (in the case of notice by Ordnance Survey only);

24.1.4 facsimile; or

24.1.5 delivery by hand  
to the address/facsimile number or other contact details:

**for Ordnance Survey:**

the Ordnance Survey Representative

Address: Romsey Road, SOUTHAMPTON,  
United Kingdom, SO16 4GU  
Phone: 023 8079 2850  
Facsimile: 023 8079 2208  
Email: graham.b.smith@ordnancesurvey.co.uk

24.2 Any Notice sent by pre-paid first class post or recorded delivery shall be deemed to have been served two business days after posting. Any Notice sent by facsimile shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of the email having been opened has been received. Any Notice delivered by hand shall be deemed to have been served on the same day if received before 4.00 pm on a business day, or on the next business day if received after 4.00 pm.

24.3 Any notice given under this Clause 24 (save as provided in Clause 24.4) shall not be valid unless it is expressly stated to be a notice pursuant to this Clause 24.

24.4 Notwithstanding the provisions of this Clause 24 regarding notices, the parties may communicate by email and otherwise on non-contractual matters.

## 25 Contracts (Rights of Third Parties) Act 1999

Apart from the Controller of Her Majesty's Stationery Office and the persons referred to in Clause 13.9, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 26 Jurisdiction and governing law

- 26.1 Subject to Clause 26.2, the parties agree that any disputes or disagreements will be resolved in the following way:
- 26.1.1 by discussion between the Partner account manager or equivalent at Ordnance Survey and Partner Representative;
  - 26.1.2 if no agreement is reached within ten (10) business days of the first request of either party for the meeting or discussion referred to in the previous sub-clause, the dispute shall be escalated to the Ordnance Survey Representative and a representative of Partner of comparable rank and position;
  - 26.1.3 if no agreement is reached within ten (10) business days of the first request of either party for the meeting or discussion referred to in the previous sub-clause, the dispute shall be escalated to an appropriate Director of Ordnance Survey and a Director or equivalent of Partner; and
  - 26.1.4 if no agreement is reached within thirty (30) business days after the first request for the meeting or discussion referred to in Clause 26.1.2, the dispute shall be referred to (1) the relevant Minister of the department of which Ordnance Survey is an agency and (2) a Minister with responsibility for the Office for National Statistics.
  - 26.1.5 Any of the time limits specified in Clause 26.1 may be extended by the mutual agreement of the parties to the dispute. Such extension shall not prejudice the right of any party to proceed to the next stage of the dispute procedure on its expiry.
- 26.2 Although not legally binding, this Agreement will be construed in accordance with English law and in the event that either party shall cease to be a Crown body, this Agreement shall be construed in accordance with English law.

## 27 Signing

Signed for and on behalf of **The Secretary of State, acting through Ordnance Survey**

Signed by a duly authorised officer for and on behalf of **the Office for National Statistics**

**Signature** .....

**Signature** .....

**Name** .....

**Name** Alistair Calder .....

**Title** .....

**Title** .....

**Date** .....

**Date** .....

## Schedule to Framework Partner Licence

# Contractor Licence of Ordnance Survey Data

**Between:**

(1) Sub-licensor

and

(2) Contractor

Agreement  
**Restricted – commercial to the Parties to the  
Agreement**

## Contents

Clause	Page no
1	Definitions and interpretations ..... 35
2	Consideration and Term ..... 37
3	Grant of Licence ..... 37
4	Obligations of Contractor ..... 37
5	Ownership of Ordnance Survey Data ..... 38
6	Variation ..... 39
7	Auditing ..... 39
8	Confidential Information ..... 40
9	Warranties ..... 40
10	Liabilities ..... 41
11	Termination ..... 41
12	Assignment, subcontracting and sublicensing ..... 42
13	Entire Agreement ..... 42
14	Waiver ..... 42
15	Severability ..... 42
16	Further assurance ..... 42
17	Notices ..... 43
18	<i>Contracts (Rights of Third Parties) Act 1999</i> ..... 44
19	Jurisdiction and governing law ..... 44
20	Signing ..... 44

**This Contractor Licence** is made this ..... day of ..... 200 .....

**Between:** (1) .....

of ..... (the **Sub-licensor**);

and (2) .....

of ..... (the **Contractor**).

**Background:**

- A The Sub-licensor has acquired a licence from Ordnance Survey to use certain Ordnance Survey Data as Partner for the Licensed Use.
- B The Sub-licensor wishes to provide such Ordnance Survey Data to the Contractor to enable the Contractor to provide a Tender or to carry out the Works.
- C The Sub-licensor has authority from Ordnance Survey to grant a licence to the Contractor in respect of any Ordnance Survey Data provided to the Contractor on the limited terms of this Contractor Licence.

**Operative Terms:**

# 1 Definitions and interpretations

1.1 In this Agreement

**Expression**

**Meaning**

**Confidential Information**

means any information that relates to the affairs of the Sub-licensor and Ordnance Survey and that is acquired by the Contractor in anticipation of or as a result of this Contractor Licence. This excludes information which is in the public domain other than through the breach of any duty of confidentiality.

**Data**

means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material.

**Derived Data**

means all Data which are adapted, extracted or reutilised from Ordnance Survey Data by the Sub-licensor or the Contractor or a person, firm or company authorised by the Sub-licensor.

- Intellectual Property Rights** means copyright, patent, trade mark, design right, topography right, database right, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
- Licensed Use** means such use as has been licensed to the Sub-licensor by Ordnance Survey.
- Ordnance Survey Data** means Data owned by or licensed to Ordnance Survey including without limitation Derived Data, as amended from time to time by Ordnance Survey Updates.
- Ordnance Survey Updates** means the updates, revisions and amendments to the Ordnance Survey Data which Ordnance Survey may provide or in respect of which Ordnance Survey may provide access from time to time for the benefit of the Sub-licensor.
- Tender** means a proposal by the Contractor for the supply to the Sub-licensor of goods and/or services.
- Works** means the works, goods or services the Contractor is engaged to provide to the Sub-licensor.
- 1.2 Unless the context otherwise requires, each reference to a particular Clause shall be a reference to that Clause contained in this Contractor Licence.
- 1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Contractor Licence.
- 1.4 Unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa in this Contractor Licence.
- 1.5 A reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time in this Contractor Licence.
- 1.6 The Contractor acknowledges that, apart from the Contractor, no person, firm, company or organisation (including without limitation any company or organisation which is under common or partly under common ownership with the Contractor) shall have any rights whatsoever under this Agreement.

## 2 Consideration and Term

In consideration for the Contractor's agreement to provide services to the Sub-licensor as specified elsewhere, the Sub-licensor hereby agrees to grant such licence terms as are specified in this Contractor Licence in respect of Ordnance Survey Data for as long as the Contractor shall require use of such Ordnance Survey Data in order to meet its obligations to the Sub-licensor, subject to other termination provisions contained in this Contractor Licence.

## 3 Grant of Licence

- 3.1 If the Sub-licensor delivers to the Contractor and/or provides the Contractor with any access to Ordnance Survey Data, then under this Contractor Licence the Sub-licensor, as a licensee of Ordnance Survey, grants the Contractor a non-exclusive, non-transferable, revocable licence to copy and adapt the Ordnance Survey Data solely for the purposes of providing the Tender or the Works to the Sub-licensor to the extent and subject to the restrictions of the Sub-licensor's Licensed Use which shall be notified to the Contractor. The Contractor may not use the Ordnance Survey Data in any way or for any purpose other than as set out in this Contractor Licence.
- 3.2 Except as provided in Clause 3.3, the Contractor acknowledges that the licence of particular Ordnance Survey Data shall terminate immediately the Contractor has delivered the Tender or completed the Works for which such Ordnance Survey Data are required.
- 3.3 The Contractor shall be entitled to retain Ordnance Survey Data to the limited extent provided in Clause 11.3.
- 3.4 This Contractor Licence does not give the Contractor any right to sublicense, distribute, sell or otherwise make Ordnance Survey Data available to third parties.
- 3.5 The Contractor acknowledges that Ordnance Survey has expressly reserved and retained all Intellectual Property Rights in the Ordnance Survey Data and any copies made by the Sub-licensor or the Contractor.

## 4 Obligations of Contractor

- 4.1 The Contractor acknowledges that it shall:
- 4.1.1 at all times conduct its business in a manner which will not reflect unfavourably on the Ordnance Survey Data or on the name and reputation of Ordnance Survey;
  - 4.1.2 not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Ordnance Survey Data or Ordnance Survey or other practices which may be detrimental to the Ordnance Survey Data, Ordnance Survey or the public interest;

- 4.1.3 not describe itself or allow itself to be described as Ordnance Survey's agent or representative or to act in any such way; and
- 4.1.4 use its best endeavours to ensure that it shall use all adequate technological and security measures including, without limitation, such measures as Ordnance Survey or the Sub-licensor may recommend from time to time, to ensure that all Ordnance Survey Data which it holds or is responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Contractor Licence.
- 4.2 The Contractor shall notify the Sub-licensor as soon as it suspects any infringement or any other breach by a third party of any Intellectual Property Rights which may exist in Ordnance Survey Data, and give the Sub-licensor and Ordnance Survey all reasonably required assistance in pursuing any infringement.
- 4.3 The Contractor acknowledges the following instructions with regard to Ordnance Survey Data:
- 4.3.1 any Ordnance Survey Data provided by the Sub-licensor shall only be that which is appropriate and necessary for the Contractor to carry out its obligations;
- 4.3.2 any information relating to Ordnance Survey Data can only be used by the Contractor in connection with its specific obligations to the Sub-licensor;
- 4.3.3 any further copies of Ordnance Survey Data made by the Contractor must carry acknowledgements identical to those on the originals first provided to the Contractor; and
- 4.3.4 where digital data are involved, any computer systems holding such data must be password protected by the Contractor. In addition, only authorised staff should have access to the Ordnance Survey Data. All original and back-up media and hard copies produced from such Ordnance Survey Data must be kept in a secure environment.

## 5 Ownership of Ordnance Survey Data

- 5.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Ordnance Survey Data. All Ordnance Survey Data licensed under this Contractor Licence remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and the Contractor's use or possession of any Ordnance Survey Data does not give the Contractor any ownership of or any interest in any of the Ordnance Survey Data. Title to any copies that the Contractor makes of Ordnance Survey Data shall pass to Ordnance Survey on their creation.
- 5.2 The Contractor shall be responsible for all loss of or damage to the Ordnance Survey Data from the time they are delivered to the Contractor or made available to the Contractor for collection.

- 5.3 If the Contractor fails to destroy any copies of the Ordnance Survey Data when required under this Contractor Licence or required by Ordnance Survey, the Contractor acknowledges that Ordnance Survey and/or the Sub-licensor shall have the right to enter upon any premises owned, occupied or controlled by the Contractor where the Ordnance Survey Data are situated and it may destroy them.

## 6 Variation

- 6.1 The Sub-licensor reserves the right to amend at any time the terms of this Contractor Licence. All such amendments shall become incorporated into this Contractor Licence as soon as notice has been given to the Contractor. If the Contractor does not find the changes made in accordance with this Clause 6.1 acceptable, the Contractor may, within thirty (30) days of such notice, terminate this Contractor Licence by giving notice in writing to the Sub-licensor.
- 6.2 The Contractor shall, within thirty (30) days of any variation by which any Ordnance Survey Data are removed from the terms of this Contractor Licence, destroy all such Ordnance Survey Data in its possession in all media (including any Ordnance Survey Data embedded in any other material) which are held by the Contractor or for which the Contractor is responsible, or at the Sub-licensor's option return all such Ordnance Survey Data to the Sub-licensor and provide, at the Sub-licensor's request, a sworn statement by a duly authorised executive that the Contractor no longer holds such Ordnance Survey Data.

## 7 Auditing

- 7.1 The Contractor shall provide evidence of compliance with any of its obligations under this Contractor Licence to the Sub-licensor, including without limitation in connection with the measures set out in this Clause 7.
- 7.2 The Contractor will maintain accurate, complete and detailed records relating to all transactions arising out of this Contractor Licence. To meet the requirements of the National Audit Office and Ordnance Survey's own business requirements, the representatives of the National Audit Office and Ordnance Survey shall have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its books of account and all supporting documentation to ensure its compliance with the security and intellectual property aspects of this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its own expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the National Audit Office with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 7.3 Ordnance Survey may stipulate a range of reasonable measures arising from the findings of any audit by which it can ensure the compliance of the Contractor with its obligations under this Contractor Licence.

## 8 Confidential Information

- 8.1 The Contractor agrees:
- 8.1.1 to use Confidential information only for performing its obligations and in accordance with its rights under this Contractor Licence;
  - 8.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who are directly involved in this Contractor Licence and who are subject to at least the same obligations of confidentiality in relation to the Confidential Information as the Contractor;
  - 8.1.3 to notify the Sub-licensor without delay of any unauthorised use, copying or disclosure of the Confidential Information of which it becomes aware and provide all reasonable assistance to the Sub-licensor to stop such unauthorised use and/or disclosure;
  - 8.1.4 that Confidential Information shall at all times remain the property of the Sub-licensor or Ordnance Survey, as the case may be. Other than as set out elsewhere in this Contractor Licence, no licence of Intellectual Property Rights is granted by any disclosure of Confidential Information. Confidential Information may not be copied or reproduced by the Contractor without the Sub-licensor's prior written consent, and any permitted copies are also Confidential Information; and
  - 8.1.5 except as required by law or by governmental or regulatory requirements, not to disclose Confidential Information to any third parties without the Sub-licensor's and Ordnance Survey's prior written consent.
- 8.2 The obligations in this Clause 8 do not apply to any information which the Contractor can demonstrate was previously known to it (unless acquired directly from the Sub-licensor or in breach of any obligation of confidentiality) or independently developed by it without the use of any Confidential Information.
- 8.3 The Contractor may not divulge directly or indirectly to the press or any other third party, other than to its professional advisers and Ordnance Survey and where it is required by law so to do, details of this agreement or of any dispute between it and the Sub-licensor or involving Ordnance Survey.

## 9 Warranties

- 9.1 The Sub-licensor gives no warranty with regard to the quality or description of the Ordnance Survey Data but, on receipt of any notice from the Contractor with regard to any apparent defect, the Sub-licensor's sole liability, and the Contractor's sole remedy, shall be to the effect that the Sub-licensor shall report such matter to Ordnance Survey.

- 9.2 The Contractor acknowledges that the Sub-licensor has received a warranty to the effect that Ordnance Survey is authorised by the Controller of Her Majesty's Stationery Office, which holds and exercises Crown Copyright and other copyrights owned by Her Majesty, to grant licences to use such copyrights on the terms of this Contractor Licence. However, the Contractor acknowledges that no warranty is given that Intellectual Property Rights subsist in or that Her Majesty owns (either at all or free from encumbrances or licences) all of the Ordnance Survey Data and any condition, warranty or representation, whether express or implied, to the contrary is hereby excluded to the maximum extent permissible by law.
- 9.3 The Sub-licensor excludes, to the fullest extent permissible by law and except as expressly stated in this Clause 9, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise, including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Ordnance Survey Data or Ordnance Survey Updates.

## 10 Liabilities

- 10.1 The parties acknowledge that any limits and exclusions of liability in relation to each other under this Contractor Licence shall be governed by the terms and conditions of other contracts between them.
- 10.2 It is further acknowledged by the parties that Ordnance Survey shall have no liability whatsoever to the Contractor in respect of the Ordnance Survey Data or any matter or thing in connection with this Contractor Licence.

## 11 Termination

- 11.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party.
- 11.2 Except as provided in Clause 11.3, as soon as this Contractor Licence is terminated or the Contractor has ceased to need to have access to Ordnance Survey Data for the Tender or the Works, the Contractor shall immediately either destroy (or arrange for the destruction of) all Confidential Information and Ordnance Survey Data in all media (including without limitation any Ordnance Survey Data embedded in any paper copies and any other material) which the Contractor holds or is responsible for or at the Sub-licensor's option return or arrange for the return of all Ordnance Survey Data and Confidential Information to the Sub-licensor or (if required by Ordnance Survey) Ordnance Survey, and provide, at the request of the Sub-licensor or Ordnance Survey, a sworn statement by a duly authorised executive that the Contractor no longer holds any Ordnance Survey Data or Confidential Information.
- 11.3 The Contractor shall be entitled to retain one paper based archive copy of any Ordnance Survey Data which is relevant and necessary to document the Tender or the Works, as the case may be.

- 11.4 Notwithstanding the termination of this Contractor Licence, those Clauses intended to survive termination, including without limitation Clauses 1, 5, 7, 8, 10, 11.2, 11.3, 17 and 19, shall continue in full force and effect.

## 12 Assignment, subcontracting and sublicensing

The Contractor shall only be entitled to subcontract, assign, transfer or novate rights and/or obligations under this Contractor Licence with the prior written consent of both the Sub-licensor and Ordnance Survey.

## 13 Entire Agreement

The parties agree that this Contractor Licence and any documents referred to in it constitute the entire agreement with regard to the Contractor's right to have access to Ordnance Survey Data. This Contractor Licence supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentations.

## 14 Waiver

- 14.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.
- 14.2 If a party has a right arising from the other party's failure to comply with an obligation under this Contractor Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

## 15 Severability

Each term of this Contractor Licence is a separate term and is intended to stand alone. Should any provision of this Contractor Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Contractor Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

## 16 Further assurance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Contractor Licence.

# 17 Notices

17.1 Any notice required to be given for the purposes of this Contractor Licence shall be given in writing by sending the notice by either:

- a) prepaid first-class post; or
- b) recorded delivery; or
- c) facsimile; or
- d) delivery by hand.

17.2 Any notice shall be sent to the address/fax number or other contact details:

**a) for the Sub-licensor:**

Contact: .....

Address: .....

.....

Phone: .....

Facsimile: .....

**b) for the Contractor:**

Contact: .....

Address: .....

.....

Phone: .....

Facsimile: .....

of such other contact details as either party shall notify to the other in writing.

17.3 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) business days after posting. Any notice sent by facsimile shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next following business day following sending, provided that electronic confirmation of the email having been opened has been received. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4.00 pm on a business day or on the next business day if received after 4.00 pm.

## 18 **Contracts (Rights of Third Parties) Act 1999**

Apart from Ordnance Survey and the Controller of Her Majesty’s Stationery Office, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Contractor Licence, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 19 **Jurisdiction and governing law**

This Contractor Licence will be governed by and construed in accordance with English law. Both parties submit to the exclusive jurisdiction on the English courts in respect of any proceedings issues by either party in connection with this Contractor Licence.

## 20 **Signing**

**In witness** whereof the hands of the duly authorised representatives the day and year first above written.

**For Sub-licensor**

**For Contractor**

**Signature** .....

**Signature** .....

**Name** .....

**Name** .....

**Title** .....

**Title** .....

**Company** .....

**Company** .....

**Date** .....

**Date** .....