

Agreement for the supply of data or information to Ordnance Survey

1 Date of this Agreement:

- 2 Parties:**
- (1) The Secretary of State for Communities and Local Government, acting through Ordnance Survey of Romsey Road, SOUTHAMPTON, UK, SO16 4GU (**Ordnance Survey**); and
- (2) Company registration number: _____ (the **Supplier**)

3 Name and description of data or information to be supplied

[insert description of data]

(which together with any updates provided pursuant to Clause 1.2 of the terms and conditions overleaf are defined as the **Data**):

The Supplier shall supply the Data (and updates if applicable) in the following formats:

Please tick supply method:

- electronic format
- hardcopy format
- both electronic and hard copy format

Please specify:

4 Term: (the Term): From Supplier's first supply of Data until [date]

5 Updates required? Yes/No

6 If Updates are required, at what frequency:

- Weekly
- Monthly
- Annually
- Other

Please specify:

7 It is agreed that the Supplier shall supply to Ordnance Survey the Data on the following terms and conditions of data supply.

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

Signed by an authorised representative for and on behalf of the **Supplier**

Signature

Signature

Name

Name

Title

Title

Date

Date

L0035_M_NP
[date]

Example

Terms and conditions of data supply

Supply of data

- 1.1 During the Term the Supplier shall supply to Ordnance Survey the Data as and when reasonably requested by Ordnance Survey.
- 1.2 If agreed between the parties, the Supplier shall supply updates or modifications of the Data at an agreed frequency.
- 1.3 Without prejudice to its rights and remedies, Ordnance Survey shall test the Data and if the Data is reasonably acceptable to Ordnance Survey, it shall confirm acceptance to the Supplier in writing. The Supplier hereby licenses Ordnance Survey to test the Data for such purposes.
- 1.4 The Supplier shall use its reasonable endeavours to procure that the media upon which the Data are furnished to Ordnance Survey shall be free from defects in materials, design and workmanship. If such media should be defective as aforesaid, then the Supplier shall provide a further copy of the media at its own expense as soon as reasonably practicable following notification from Ordnance Survey.
- 1.5 The Supplier shall ensure that the Data shall conform to any sample (whether in format or content or both) whenever provided, both before and after acceptance, to Ordnance Survey. If Ordnance Survey requires a particular format, it shall notify the Supplier by giving thirty (30) days' written notice.

Consideration

- 2.1 The consideration of the parties shall be the agreement of each party to abide by the terms of this Agreement in return for such agreement by the other party.

Licence

- 3.1. The Supplier hereby grants to Ordnance Survey a non-exclusive royalty free irrevocable perpetual worldwide licence and right to copy, adapt, communicate, transmit, distribute, sub-license, modify, exploit and use the Data including the right to incorporate the Data into its mapping databases for use in its products (and derived products whether created by Ordnance Survey or Ordnance Survey's permitted third parties) as Ordnance Survey sees fit following acceptance of the Data in accordance with Clause 1.3, PROVIDED always that the Supplier shall not be liable for any misuse of the Data by Ordnance Survey.
- 3.2 The Supplier acknowledges that Ordnance Survey (or its other suppliers and/or Ordnance Survey's permitted third parties where appropriate) will own all or any copyright and database right that may subsist in all compilations of Ordnance Survey products whether or not some or all of the Data are included in such compilations.

Warranties

- 4.1 The Supplier warrants and undertakes that:
 - 4.1.1 it is either the sole owner of all the intellectual property rights in the Data or is authorised to grant Ordnance Survey the licence in Clause 3;
 - 4.1.2 it has full power to enter into this Agreement;
 - 4.1.3 the Data are original works and that copying or using the Data in any way which is authorised by the Supplier under this Agreement or otherwise will not at any time (whether during the Term or otherwise) infringe the intellectual property rights of any third party;
 - 4.1.4 although the Data may not be error free, the Supplier has used all reasonable endeavours to ensure that the Data is accurate; and
 - 4.1.5 where the Data relates to a proposed development, the Supplier has, prior to dispatch of the Data to Ordnance Survey, verified that such Data has been granted the appropriate detailed planning approval.

Term

- 5.1 This Agreement shall be effective from the date of this Agreement and shall continue for the Term unless and until terminated within the terms of this Agreement.
- 5.2 No later than twelve (12) months from the date of this Agreement (unless terminated sooner under the provisions of this Agreement) the parties shall communicate in order to have good faith discussions to assess their respective performances under this Agreement and whether the Agreement should be terminated.
- 5.3 Regardless of the Term and the actual date of termination of this Agreement, it is agreed that all Data provided during the Term shall be available perpetually to Ordnance Survey pursuant to Clause 3.1.

Confidentiality

- 6.1 The Supplier undertakes that it, its servants, agents and subcontractors, will keep in confidence and will not use or disclose to any third party without Ordnance Survey's prior written consent any material or information relating to the affairs, products or services of Ordnance Survey, its customers and suppliers, except where necessary in order to carry out the Supplier's obligations under this Agreement and except for disclosure to the Supplier's employees on a strictly need to know basis. The Supplier shall inform all recipients of Ordnance Survey's confidential information of their obligations of confidentiality and ensure compliance.

- 6.2 Ordnance Survey undertakes to keep in confidence and not disclose to any third party without the Supplier's prior written consent any confidential information (other than the Data) marked as such belonging to the Supplier and supplied to Ordnance Survey in accordance with this Agreement.
- 6.3 The restrictions of this Clause 6 shall not apply when the recipient is required to disclose any such confidential information by order of law or a regulatory authority.

Termination

- 7.1 Without prejudice to the parties' rights and remedies, either party may terminate this Agreement on the expiry of thirty (30) days written notice.
- 7.2 Without prejudice to their rights and remedies, either party may forthwith terminate this Agreement at any time by written notice on the happening of any or more of the following events or circumstances:
- 7.2.1 if the other party is in material breach of this Agreement which is not capable of remedy;
- 7.2.2 if the other party is in material breach of this Agreement which is not remedied within the time period specified in the other party's written notice to do so (being not less than twenty (20) days); and
- 7.2.3 if the other party ceases to carry on its business; if a receiver, administrative receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other party; if the other party makes an assignment for the benefit of, or a composition with, its creditors, or another arrangement of similar import; or if the other party shall go into liquidation otherwise than for the purposes of a bona fide amalgamation or reconstruction.

Freedom of Information Act

- 8.1 The Supplier shall both during and following expiry or termination of this Agreement use all reasonable endeavours to assist Ordnance Survey to comply with its obligations imposed under the *Freedom of Information Act 2000*. The Supplier shall keep full and accurate records of his activities under the Contract which must be made available for inspection at any time by Ordnance Survey.

Liability

- 9.1 Except in respect of injury to or death of any person, the aggregate liability of each party whether arising from negligence, breach of contract or howsoever, in respect of this Agreement, shall not exceed £1000.

General

- 10.1 In this Agreement, **Agreement** means this agreement including the terms and conditions of data supply.
- 10.2 Clauses 3 (in respect of Data already received), 4, 6, 8, 9, 10 and 11 shall survive termination or expiry of this Agreement howsoever caused.
- 10.3 If a court decides that any part of this Agreement is invalid then that part will not apply but the remainder of the Agreement shall continue to be valid and enforceable. No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights and remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.
- 10.4 This Agreement represents the entire agreement between the parties in relation to its subject matter and it is agreed that all other express warranties, representations and undertakings are hereby excluded save in the case of fraud.
- 10.5 Except where otherwise agreed or in the case of a disclosure required by law or to a party's professional advisers, this Agreement must not be disclosed to any other person, firm or company, and must be treated as confidential between the parties.
- 10.6 A person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this Agreement.

Governing Law and Jurisdiction

- 11.1 This Agreement shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Ordnance Survey and the OS Symbol are registered trade marks of Ordnance Survey, the national mapping agency of Great Britain.