

# Contractor Licence of Ordnance Survey Data

**Between:**

- (1) Sub-licensor
- and
- (2) Contractor

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

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**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:
- b) prepaid first-class post; or
  - c) recorded delivery; or
  - d) facsimile; or
  - e) 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: .....

.....

Telephone: .....

Facsimile: .....

**b) for the Contractor:**

Contact: .....

Address: .....

.....

Telephone: .....

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 .....  
 Name .....  
 Title .....  
 Company .....  
 Date .....

Signature .....  
 Name .....  
 Title .....  
 Company .....  
 Date .....

