



Gridlink® Production Service Level Agreement



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This Gridlink Production Service Level Agreement

is made on 2007 to reflect the working practices currently in place in relation to the Gridlink Consortium BETWEEN

Office for National Statistics, Cardiff Road, NEWPORT, South Wales, NP10 8XG (ONS)

Ordnance Survey, Romsey Road, SOUTHAMPTON, SO16 4GU (OS)

Ordnance Survey of Northern Ireland, Colby House, Stranmillis Court, Malone Lower, BELFAST, BT9 5BJ (OSNI)

General Register Office for Scotland, Ladywell House, Ladywell Road, EDINBURGH, EH12 7TF (GROS)

Royal Mail Group plc, (company registration number 04138203) whose registered office is situated at 148 Old Street, LONDON, EC1V 9HQ (RMG)

Agreement Introduction

This Agreement is to operate between certain Crown bodies and therefore is not a legally binding agreement between the Non-GROS Crown Consortium Members. In the event of dispute between the Non-GROS Crown Consortium Members, the dispute is not subject to adjudication in a court of law. Between the Non-GROS Crown Consortium Members, this Agreement is a business arrangement and acknowledges the goodwill between the Non-GROS Crown Consortium Members and relies upon the cooperation of the Non-GROS Crown Consortium Members with all of its terms for its implementation to achieve the desired mutual benefit. For the avoidance of doubt, nothing contained in this Agreement shall prevent it from being a legally enforceable agreement between the Non-GROS Crown Consortium Members (either jointly or severally) and any party which is not a Non-GROS Crown Consortium Member and vice versa.

Whereas

- 1 The Consortium Members produce a variety of postcode location products and services and wish to maintain them in terms of quality, consistency and value for money. This has been achieved by the creation of a pool of data to produce accurate postcode location data and links to the commonly-used electoral, administrative and health areas in the UK.
- 2 Building on the goodwill and spirit of cooperation between the Consortium Members and their commitment to the Modernising Government Agenda, the Consortium Members have agreed to establish the Gridlink Consortium on the terms of this Agreement to create the pool, which is to be managed by OS and called the Gridlink Core Dataset. This facilitates the production of consistent and harmonised postcode location products and services to meet customer needs.
- 3 Each Consortium Member, as the source provider/owner of its contributory data, has agreed to provide such data to facilitate the creation of the Gridlink Core Dataset.

- 4 Use and/or exploitation of the Gridlink Core Dataset in its entirety or any parts thereof, shall be provided for pursuant to separate licence terms within Bi-lateral Agreements pursuant to Section 20. Nothing contained in this Agreement shall prevent each Consortium Member from using or exploiting its own Gridlink Core Data Component independently of the Gridlink Core Dataset.
- 5 The timetable for producing the Gridlink Core Dataset has dictated that work has been required to be undertaken by the Consortium Members prior to the commencement of this Agreement.

1 Interpretations

- 1.1 As used in this Agreement:
 - 1.1.1 the masculine includes the feminine and neuter; and
 - 1.1.2 the singular includes the plural and vice versa.
- 1.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2 Definitions

The expressions set out below shall have the meanings ascribed thereto:

Agreement	means this agreement (including its introduction and annexes).
Bi-lateral Agreements	means the separate agreements (as more particularly set out in Section 20) that may be agreed from time to time to allow a Consortium Member to exploit all or part of another Consortium Member's Gridlink Core Data Component as part of the Gridlink Core Dataset (other than for the purpose of producing the Gridlink Core Dataset as permitted under this Agreement), which exploitation falls outside the scope of this Agreement.
Business Day	means any day on which banks in the United Kingdom are open for business excluding Saturdays, Sundays, public holidays.
CMS	means the Central Management System being an OS address maintenance database.
Code-Point	means the OS data product that provides National Grid coordinates for a point within each unit postcode in Great Britain and Northern Ireland.

Combined Changes	means the RMG product containing the following sub-products; Changes, Single Changes, Expanded Changes, Expanded Single Changes, Welsh Changes and Keychain.
Commercial Manager	means the person named as such in Annexe A responsible for keeping records of all updates and other variations to this Agreement.
Confidential Information	shall have the meaning given in Sub-section 13.1.1.
Consortium Member	means any one of the ONS, OS, GROS, OSNI and RMG and any new entity appointed in accordance with Sub-section 8.5.
Controller	means the Controller of HMSO in England and Wales, being an official appointed by the Crown and residing in HMSO who is responsible for the control and administration and is entitled to hold and exercise Crown Copyright as if such copyright were her own.
Crown Consortium Member	means any Consortium Member that is acting on behalf of and as a servant and/or agent of the Crown and designated as such, being ONS, OS, GROS and OSNI at the date of this Agreement.
Crown Copyright	means copyright material which is produced by employees of the Crown in the course of their duties.
Departing Consortium Member	means the Consortium Member which is either withdrawing from the Gridlink Consortium in accordance with Section 7 or being removed from the Gridlink Consortium in accordance with Section 8.
Financial Year	means a period running from 1 April in any given year to 31 March of the following year inclusive.
GPB Members	means representatives from each of the Consortium Members sitting on the Gridlink Programme Board as detailed in Annexe A.
Gridlink Consortium	means the arrangements set up in accordance with the terms of this Agreement.
Gridlink Core Data Component	means each data item as detailed in Annexe B, which is supplied in accordance with Section 4 by each Consortium Member in order to create the Gridlink Core Dataset.
Gridlink Core Dataset	means the dataset created from the Gridlink Core Data Component of each Consortium Member producing a single set of postcode location data, comprising all 'live' UK postcodes, 1 metre resolution National or Irish grid references, UK country, electoral area, administrative area and health area assignments, and appropriate quality indicators.

Gridlink Master Database	means the database in which the Gridlink Core Dataset is held.
Gridlink Programme Board (GPB)	shall have the meaning and functions ascribed in Section 6.
Gridlink Programme Manager	means the person named as such in Annexe A responsible for the day-to-day management of the Joint Venture Project.
Gridlink Programme Plan	means the high-level plan for the Joint Venture Project maintained by the Gridlink Programme Manager against which progress and performance are monitored.
Gridlink Technical Board	means the project board reporting to GPB, whose remit is to manage the processing, resolve technical issues and advise the GBP in respect of technical enhancements to the Gridlink Core Dataset.
Gridlink User Guide	means the documentation provided by OS that specifies the production process carried out within OS describing the data content and production processes associated with the Gridlink Core Dataset.
HMSO	means Her Majesty's Stationery Office.
Intellectual Property Rights	means all intellectual property rights, including (without limitation) registered designs, copyrights, trade marks, service marks, trade and business names, get-up, database rights, design rights, patents, technical information and know-how (in each case, whether registered or not) and including any goodwill relating to the same and all applications or rights to apply for protection of the same, as may subsist or exist anywhere in the world.
ISB	means the Invest to Save Bid initiative provided by HM Treasury to support the Joint Venture Project.
Joint Branding	means using the Gridlink word mark or logo and/or other descriptions or definitions agreed by the GPB when marketing or promoting Gridlink or the Gridlink Core Dataset and/or products derived from the same.
Joint Venture Project	means the work to be undertaken by the Gridlink Consortium pursuant to this Agreement to deliver more consistent and better value-for-money postcode location products and services.
Non-GROS Crown Consortium Members	means those Crown Consortium Members that cannot legally contract with other servants and/or agents of the Crown in England, being ONS, OS and OSNI as at the date of this Agreement.

NSPD	means the National Statistics Postcode Directory being the ONS product containing current and terminated unit postcodes in the United Kingdom, related to a range of administrative, health, electoral and other geographies, including National and Irish grid references.
Operational Manager	means the person appointed from time to time by the GPB who does not sit on the GPB and who will be responsible for monitoring this Agreement who, at the commencement of the Agreement, is named in Annexe A.
PAF	means the database, or any part of it, created and developed by RMG and known as the 'Postcode Address File' containing all known address and postcode information in the United Kingdom as may be amended from time to time.
Pointer	means the address database being developed for Northern Ireland with the joint support of OSNI, the Valuation & Lands Agency (VLA) and RMG, in conjunction with local councils. Standardised addresses for every property in Northern Ireland are allocated a unique reference number and Irish Grid coordinates.
Postcode Boundary files	means the set of GROS postcode boundary files that correspond with GROS Postcode Index.
Postcode Index	means the GROS index of all live and deleted Scottish postcodes and their higher area allocations.
Postcode Update	means a product created and made available by RMG which provides information on major postcode and address reallocations every six (6) months.
Postzon	means a product (or any part of it) developed by RMG which comprises a version of PAF containing one record for each postcode in the UK and combines each postcode with an OS grid reference and a variety of other coded identifiers which describe, inter alia, Country, County, District and Local Authority Electoral Ward and National Health Service District Health Authority as may be amended from time to time.
QPS	means the Queens Printer for Scotland, being the body responsible for the control and administration of Crown Copyright in Scotland.

3 Period of the Agreement

- 3.1 This Agreement shall come into force on the date this Agreement is executed by the last in time of all Consortium Members appearing on page 3 of this Agreement (**Commencement Date**). This Agreement shall remain in force for three (3) years from the Commencement Date or such extended period as the GPB Members may direct in accordance with Sub-section 3.3, unless terminated in accordance with Section 9 or, in relation to a particular party that is a Departing Consortium Member, in accordance with Section 7 or 8 (as appropriate) and/or under the circumstance contemplated under Sub-section 18.4.
- 3.2 This Agreement shall be subject to annual review by the GPB Members. This review shall be carried out during November of each year for which this Agreement is in force. No proposal for variation of the period or terms of this Agreement arising out of the review shall, however, be implemented without the written consent of each of the Consortium Members, or pursuant to Sub-section 3.3 in accordance with Sub-section 6.8.1.
- 3.3 Any Consortium Member wishing this Agreement to be extended or amended shall make such a proposal to the GPB Members who shall, in accordance with Sub-sections 6.5, 6.6, 6.7 and 6.8, either approve and direct accordingly in accordance with Sub-section 6.8.1 or dismiss the proposal, provided always that any proposal for extension shall be limited to a term of twelve (12) months and only one such extension shall be granted in each calendar year of the term of this Agreement. All proposals for such extension or amendment shall be directed in writing in the first instance to the Operational Manager.

4 Gridlink Core Data Component data flows between Consortium Members

(See also Annexe C)

This Section 4 sets out the flow of data between the parties in order for that data to become part of the Gridlink Core Dataset in accordance with the terms of this Agreement. This Section 4 shall take precedence in the event of any conflict or inconsistency between this Section 4 and Annexe C.

4.1 Office for National Statistics (ONS)

- 4.1.1 Provides the following data to OSNI:
- 4.1.1.1. Imputed one (1) metre resolution Irish Grid references for new Northern Ireland postcodes on the 5th working day after the 3rd Friday of each month.
 - 4.1.1.2. Health area/electoral area/administrative area matrix for Northern Ireland as part of the UK service by the 28 February each year, for quality assurance and amendment.

- 4.1.2 Provides the following data to GROS:
 - 4.1.2.1. A ward: health area matrix to enable postcodes to be assigned to health boards in Scotland as part of the UK service by 28 February each year, for quality assurance and amendment.
- 4.1.3 Provides the following data to OS:
 - 4.1.3.1. Changes to electoral and administrative area names and codes for the UK via FTP transfer on an impromptu basis on request.
 - 4.1.3.2. Imputed one (1) metre resolution National Grid references for new postcodes in the UK via FTP transfer on the 5th working day after the 3rd Friday of each month.
 - 4.1.3.3. Health area/electoral area/administrative area matrix including names and codes for the UK via FTP transfer by 31 March each year.

4.2 Ordnance Survey of Northern Ireland (OSNI)

- 4.2.1 Provides the following data to ONS:
 - 4.2.1.1. Northern Ireland electoral, administrative and health area names and codes and health area/electoral area/administrative area matrix for Northern Ireland by 24 March each year.
- 4.2.2 Provides the following data to OS:
 - 4.2.2.1. Postcodes for Northern Ireland with one (1) metre resolution Irish Grid references on the 9th working day after the 3rd Friday of each month for the following months input.
 - 4.2.2.2. Postcode links to Northern Ireland health, electoral and administrative areas on the 9th working day after the 3rd Friday of each month for the following months input.

4.3 General Register Office for Scotland (GROS)

- 4.3.1 Provides the following data to ONS:
 - 4.3.1.1. Amended and updated ward: health area matrix to enable postcodes to be assigned to health boards in Scotland by 24 March each year.
- 4.3.2 Provides the following data to OS:
 - 4.3.2.1. One (1) metre resolution National Grid references for new Scottish postcodes for inclusion in the Gridlink Core Dataset in the absence of OS derived grid references on the 9th working day after the 3rd Friday of each month.

- 4.3.2.2. Quality assured Scottish part of the Gridlink Core Dataset using GROS' one (1) metre resolution grid references for Scottish postcodes and also returning a monthly list of ADDRESS-POINT queries to OS, for database housekeeping.

4.4 Royal Mail Group plc (RMG)

- 4.4.1 Provides the following data to ONS for the purposes of extracting postcode data:
 - 4.4.1.1. The Postzon product and a separate new postcode file in the week following the 3rd Friday of each month.
 - 4.4.1.2. Notification in March and September of major postcode changes through Postcode Update.
 - 4.4.1.3. PAF in May and November of each year.
- 4.4.2 Provides the following data to OS for the purposes of extracting postcode data:
 - 4.4.2.1. Expanded Changes and Postzon product for importing into the CMS. Downloaded from the FTP site on the Monday after the 3rd Friday of each month.

4.5 Ordnance Survey (OS)

- 4.5.1 Provides the following data to ONS:
 - 4.5.1.1. Gridlink Core Dataset for the UK on the 15th working day after the 3rd Friday of each month.
- 4.5.2 Provides the following data to GROS:
 - 4.5.2.1. Gridlink Core Dataset for Scotland on the 15th working day after the 3rd Friday of each month.
- 4.5.3 Provides the following data to RMG:
 - 4.5.3.1. Gridlink Core Dataset for the UK on the Monday before the 3rd Friday of each month.
- 4.5.4 Provides the following data to OSNI:
 - 4.5.4.1. Gridlink Core Dataset for Northern Ireland on the 15th working day after the 3rd Friday of each month.

4.6 Delivery dates

- 4.6.1 No failure by any of the Consortium Members to provide any data specified in this Section 4 by the due date shall be a breach of this Agreement if that Consortium Member has used reasonable endeavours to provide the same by that date and continues to use reasonable endeavours to do so until the same has been provided.

- 4.6.2 If for any reason a Consortium Member is unlikely to meet the due date for provision of any data pursuant to this Section, that Consortium Member shall provide as much advance warning as is reasonably practicable to all other Consortium Members, and shall as soon as reasonably practicable notify them of a revised delivery date and shall use reasonable endeavours to ensure that such a failure or delay does not reoccur.

5 Consortium Members responsibilities

5.1 Each Consortium Member agrees to:

- 5.1.1 Ensure that its GPB Members attend all relevant meetings of the GPB and the Gridlink Technical Board.
- 5.1.2 Contribute their Gridlink Core Data Component in order to enable OS to compile the Gridlink Core Dataset. The timing and frequency of such data provision shall be adhered to by the parties in accordance with Section 4 of this Agreement. In order for OS to produce the Gridlink Core Dataset and to ensure that the same complies with quality standards agreed by the GPB, each Consortium Member shall ensure that its Gridlink Core Data Component shall comply with quality standards agreed by the GPB which shall be notified to each Consortium Member in writing from time to time.
- 5.1.3 Develop and maintain systems and interfaces to enable them to provide the timely input of their Gridlink Core Data Component to the Gridlink Master Database in accordance with the terms of the Gridlink User Guide (which is available from OS).
- 5.1.4 Develop and maintain systems and interfaces which access the Gridlink Core Dataset and enable the Gridlink Core Data Component to be brought together into the relevant Consortium Member's Gridlink derived products.
- 5.1.5 Cooperate with the Gridlink Technical Board to develop improved dissemination systems between the Consortium Members.
- 5.1.6 Use, in accordance with any directions issued by the GPB (acting reasonably), Joint Branding on copies of their Gridlink Core Dataset.
- 5.1.7 Use, in accordance with any directions issued by the GPB (acting reasonably), Jointly Branded product descriptions, metadata, version notes, user guidance and any other associated customer information on copies of their Gridlink Core Dataset derived products.
- 5.1.8 Contribute to the development and production of metadata for use in relation to the Gridlink Core Dataset.
- 5.1.9 Ensure that the source data provided for import and export will be quality assured, in accordance with any directions recommended by the Gridlink Technical Board and implemented by the GPB (acting reasonably), to maintain any Gridlink Core Dataset specification requirements.

- 5.1.10 Meet with the other relevant Consortium Members within six (6) months of the Commencement Date to discuss progress in relation to agreeing formal written Bi-lateral Agreements.

5.2 Office for National Statistics agrees to:

- 5.2.1 Chair the Gridlink Technical Board.
- 5.2.2 Manage the ISB fund in accordance with Sub-section 18.5 until the earlier of expiry or termination of this Agreement or until the ISB fund is depleted completely.
- 5.2.3 Contribute to the quality assurance of the Gridlink Core Dataset.
- 5.2.4 Update ONS systems to provide required data to OS, GROS, RMG and OSNI.
- 5.2.5 Update ONS product creation and delivery systems to use the Gridlink Core Dataset.

5.3 Ordnance Survey agrees to:

- 5.3.1 Manage and maintain the UK Gridlink Master Database production system with appropriate configuration and contingency plans.
- 5.3.2 Ensure the Gridlink Core Dataset is managed and controlled on a day-to-day basis, taking reasonable instructions from the GPB.
- 5.3.3 Manage the process of taking monthly data files from ONS, GROS, RMG and OSNI for inclusion in Gridlink Core Dataset and matching and allocating the data.
- 5.3.4 Contribute, in accordance with any directions issued by the GPB (acting reasonably), to the quality assurance of the Gridlink Core Dataset.
- 5.3.5 Update OS product and delivery systems to use the Gridlink Core Dataset.
- 5.3.6 Lead developments through the Gridlink Technical Board in relation to improved dissemination mechanisms.
- 5.3.7 Generate one (1) metre resolution National Grid references for GB postcodes.

5.4 Ordnance Survey of Northern Ireland agrees to:

- 5.4.1 Update the methodology and system for creating Irish Grid references for postcodes in Northern Ireland, and assigning postcodes to health, electoral and administrative areas to be consistent with the methodology used by OS.
- 5.4.2 Generate one (1) metre resolution Irish Grid references for Northern Ireland postcodes.

6 The Gridlink Programme Board (GPB)

- 6.1 The GPB shall consist of representatives from each Consortium Member as detailed in Annexe A. The GPB shall be supported by a Secretariat as also detailed in Annexe A.
- 6.2 The activities of the Gridlink Consortium relating to this Agreement and the Joint Venture Project shall be managed by the GPB. It is the responsibility of the GPB to ensure the smooth running of the Gridlink Consortium, set any necessary quality standards for Gridlink Core Data Components and the Gridlink Core Dataset and enforce an agreed timetable for all deliverables as set out in Sections 4 and 5.
- 6.3 The GPB shall appoint a Chairman on an annual basis and the Chairman shall serve for one (1) year. The GPB may, in accordance with Sub-section 6.8.3, remove or replace the Chairman.
- 6.4 The GPB shall appoint the Operational Manager and may, acting in accordance with Sub-section 6.8.3, remove or replace the Operational Manager.
- 6.5 The Chairman of the GPB shall arrange and provide each GPB Member with at least ten (10) Business Days' advance written notice of any GPB meeting. Any requests for a meeting by the other Consortium Members shall be directed to the Chairman who may call a meeting at his discretion, acting reasonably.
- 6.6 No meeting shall take place unless a quorum is present. For these purposes, a quorum shall mean at least three (3) of the Consortium Members are represented. If a Consortium Member's GPB Member is unable to attend a meeting (including via a teleconference link), he may appoint another person/agent from that Consortium Member to attend the meeting (including via a teleconference link) and act/vote on his behalf.
- 6.7 Unless specified to the contrary in this Agreement, matters for decision by the GPB shall be decided by a simple majority vote of those present and eligible to vote at the meeting. Each Consortium Member (including the Chairman) shall have one (1) vote, and the Chairman shall, in addition, have a casting vote if there is a tie.
- 6.8 The following matters will require the agreement of all Consortium Members who shall be present (including via a teleconference link) at the GPB if these matters are discussed and/or voted upon. Written representations may be made by those Consortium Members unable to attend the meeting.
 - 6.8.1 A variation to this Agreement.
 - 6.8.2 Approval of financial expenditure and budget allocation.
 - 6.8.3 Appointment, removal and/or replacement of the GPB Chairman and/or the Operational Manager.
 - 6.8.4 Appointment of any new Consortium Members.
 - 6.8.5 The termination of this Agreement (other than in accordance with Sub-section 3.1) and disbanding of the Gridlink Consortium.

- 6.9 The GPB shall establish a project board at such time as it thinks fit. A representative from each Consortium Member shall be included on the project board. The project board shall report to the GPB who shall agree the project board's role and responsibility. The GPB shall initiate meetings of the project board at such times as it thinks fit. The Gridlink Technical Board is one such project board.
- 6.10 Any Consortium Member may at any time remove and replace its member of the GPB by written notice to the GPB Secretariat as detailed in Annexe A.
- 6.11 The GPB may at any time remove and replace the Programme Manager and members of the Secretariat as detailed in Annexe A.

7 Withdrawal of a Consortium Member

- 7.1 Each Consortium Member is hereby granted the right to withdraw from the Gridlink Consortium by giving the other Consortium Members not less than twelve (12) months advanced notice in writing in the event that:

- 7.1.1 a Consortium Member fails to agree formal written Bi-laterals to replace the informal arrangement under Sub-section 20.2 within the timeframes set out in Sub-section 20.3 or 20.4 (as applicable); or
- 7.1.2 for any reason whatsoever.

Upon expiry of such notice this Agreement shall be deemed to be terminated in relation to such Departing Consortium Member. Accordingly such Departing Consortium Member shall be relieved from the performance of its obligations under this Agreement and the remaining Consortium Members shall be relieved from the performance of their obligations towards the Departing Consortium Member under this Agreement. The remaining Consortium Members may, but are not obliged to, work together in good faith to agree any amendments to this Agreement that may be necessary to give effect to this Agreement (if possible) as a consequence of the withdrawal of the Departing Consortium Member.

- 7.2 Upon expiry of the notice under Sub-section 7.1 (or upon expiry of the period set out in Sub-section 20.6 or immediately on removal pursuant to Sub-section 8.4), all remaining Consortium Members:
 - 7.2.1 shall stop creating and shall not use new products or services which use any version of the Gridlink Core Data Component of the Departing Consortium Member, unless such use is expressly permitted under the terms of their relevant Bi-lateral Agreement with the Departing Consortium Member;
 - 7.2.2 subject to the terms of any relevant Bi-lateral Agreements and only provided that such Bi-lateral Agreements expressly continue to permit such use, may continue to use the Gridlink Core Dataset which contain any Gridlink Core Data Components supplied by the Departing Consortium Member pursuant to this Agreement, in products or services which already existed at the date of withdrawal of that Consortium Member; and

- 7.2.3 shall at the option of the Departing Consortium Member, delete, destroy or return to the Departing Consortium Member any confidential papers, files or magnetic media in relation to the Gridlink Core Data Component, which the Departing Consortium Member has provided.
- 7.3 Upon expiry of the notice under Sub-section 7.1 (or immediately on removal pursuant to Sub-section 8.4), the Departing Consortium Member:
 - 7.3.1 shall stop creating and shall not use new products or services which use any version of the Gridlink Core Data Component of the remaining Consortium Members, unless such use is expressly permitted under the terms of a Bi-lateral Agreement with any remaining Consortium Member;
 - 7.3.2 subject to the terms of any relevant Bi-lateral Agreements and only provided that such Bi-lateral Agreement expressly continues to permit such use, may continue to use the Gridlink Core Dataset which contain any Gridlink Core Data Components supplied by the remaining Consortium Members pursuant to this Agreement, in products or services which already existed at the date of withdrawal of that Consortium Member; and
 - 7.3.3 shall at the option of the remaining Consortium Members, delete, destroy or return to the remaining Consortium Member any confidential papers, files or magnetic media in relation to the Gridlink Core Data Component, which the remaining Consortium Member have provided.

8 Removing a Consortium Member and appointment of a new Consortium Member

- 8.1 Subject to Sub-sections 8.2, 8.3 and 8.4 below, the GPB may vote to remove a Consortium Member at any time.
- 8.2 A Consortium Member shall only be removed from the Gridlink Consortium by the GPB if:
 - 8.2.1 irreconcilable difficulties arise between the Consortium Members which cannot be resolved in accordance with Section 12; or
 - 8.2.2 there is a change in the status of any Consortium Member which is inconsistent with this Agreement (which shall include, by way of example, any change in the legal status of the Crown Consortium Members) such that they cease to be an office or agency of the Crown or a change of management or control of any Consortium Member which is not a Crown Consortium Member; or
 - 8.2.3 a Consortium Member fails to make a payment due pursuant to the terms of this Agreement and then fails to remedy within ninety (90) Business Days from the GPB requesting the Consortium Member to do so in writing; or

- 8.2.4 any Consortium Member commits a continuing or material breach of any of the provisions of this Agreement and, in the case of such a breach which is capable of remedy, fails to remedy the same within ninety (90) Business Days after receipt of a written notice from any other Consortium Member giving full particulars of the breach and requiring it to be remedied; or
- 8.2.5 the circumstances in Sub-section 14.3 arise.
- 8.3 A majority of seventy-five per cent (75%) of those GPB Members present and entitled to vote shall be required by the GPB to remove a Consortium Member.
- 8.4 Upon removal of a Departing Consortium Member the provisions of Sub-section 7.2 and 7.3 shall apply and this Agreement shall be deemed terminated in relation to such Departing Consortium Member. Accordingly, such Departing Consortium Member shall be relieved from the performance of its obligations under this Agreement and the remaining Consortium Members shall be relieved from the performance of their obligations towards the Departing Consortium Member under this Agreement. The remaining Consortium Members may, but are not obliged to, work together in good faith to agree any amendments to this Agreement that may be necessary to give effect to this Agreement (if possible) as a consequence of the removal of the Departing Consortium Member.
- 8.5 Subject to unanimous agreement by all GPB Members present and entitled to vote, the GPB may vote to appoint a new entity as a Consortium Member to the Gridlink Consortium at any time. Such appointment shall only be effective upon the new Consortium Member becoming a party to this Agreement, by way of a written variation signed by all parties (at the time of such appointment) to this Agreement and provided that the new Consortium Member shall:
 - 8.5.1 join the Gridlink Consortium on the same terms and conditions as contained in this Agreement;
 - 8.5.2 make a contribution to the ISB fund, the level of which shall be determined by the GPB by a majority vote (being a majority of seventy-five per cent (75%) of those GPB Members present and entitled to vote); and
 - 8.5.3 supply data which will enhance the Gridlink Core Dataset.

9 Termination of Agreement and disbanding the Gridlink Consortium

- 9.1 This Agreement shall only be terminated and the Gridlink Consortium disbanded by the Consortium Members if:
 - 9.1.1 the GPB resolves that irreconcilable difficulties have arisen between the Consortium Members which have not been or cannot be resolved in accordance with Section 12; or
 - 9.1.2 this Agreement comes to an end pursuant to Sub-section 3.1; or
 - 9.1.3 the Consortium Members decide by mutual agreement that this Agreement should be terminated.

- 9.2 A majority of seventy-five per cent (75%) of those present at a meeting of the GPB and entitled to vote shall be required by the GPB for any resolution pursuant to Sub-section 9.1.1.
- 9.3 Upon termination of this Agreement and the disbanding of the Gridlink Consortium:
- 9.3.1 each Consortium Member shall stop creating and shall not use new products or services which use any version of the Gridlink Core Data Components provided by the other Consortium Members, unless expressly permitted under the terms of the relevant Bi-lateral Agreement. For the avoidance of doubt, all Consortium Members may, subject to the terms of any relevant Bi-lateral Agreements and only provided that such Bi-lateral Agreements expressly continue to permit such use, continue to use any Gridlink Core Dataset supplied to Consortium Members pursuant to this Agreement before the termination or expiry in products or services which already existed at the date of termination or expiry of this Agreement; and
 - 9.3.2 any licence granted under this Agreement shall immediately cease, but all current Bi-lateral Agreements shall continue pursuant to and in accordance with their own terms unless or until they expire or are terminated in accordance with those terms; and
 - 9.3.3 the Consortium Members shall, at the option of the relevant other Consortium Members, delete, destroy or return to the other Consortium Members any confidential papers, files or magnetic media in relation to the Gridlink Core Data Component, which the other Consortium Members have provided.

10 Assignment

- 10.1 Save as under Sub-section 10.2, no Consortium Member may assign in whole or in part any rights and/or obligations that arise out of this Agreement to any third party, without the prior written consent of all the other Consortium Members, such consent not to be unreasonably withheld or delayed.
- 10.2 Each Consortium Member (or subsequent recognised successor) shall be entitled to assign, novate, subcontract or otherwise dispose of their rights and obligations under this Agreement or any part thereof to any office or agency of the Crown.
- 10.3 The parties recognise that in the event that any Crown Consortium Member is merged with another public body or bodies by a Transfer of Functions Order or other Order, or disposed of by statute to other parties, the benefit and liabilities of this Agreement will, without penalty or restriction, be assigned to and inure to the benefit of the Crown and in joint and proportional shares.
- 10.4 The Consortium Members acknowledge that the Intellectual Property Rights in the Crown Consortium Members' Gridlink Core Data Components belong to the Crown and can not be assigned without express consent from the Controller or QPS. Accordingly, the assigning party under Sub-section 10.2 and/or Sub-section 10.3 shall undertake and shall procure that any third party assignee shall undertake to seek advice and the necessary consent from the Controller or QPS prior to any assignment under any of the eventualities listed in Sub-section 10.2 and/or Sub-section 10.3.

11 Third Party Rights

- 11.1 Other than the Controller or QPS, a person who is not party to this Agreement has no right under the *Contracts (Rights of Third Parties Act) 1999* to enforce any term of this Agreement.

12 Disputes

- 12.1 In the event of any question or dispute arising between the Consortium Members about any matter relating to the Gridlink Consortium, including (without limitation) the performance and/or termination of this Agreement, but excluding any disputes relating to the terms or subject-matter of any Bi-lateral Agreement, which cannot be resolved by the parties within forty-five (45) Business Days of notice of such dispute being brought, the issue will be escalated to the GPB.
- 12.2 In the event that such dispute continues, and cannot be resolved by GPB within ninety (90) Business Days, the dispute will be referred to mediation in accordance with the Guidelines for Mediation of The Academy of Experts, 2 South Square, Gray's Inn, LONDON, WC1R 5HT, or such other alternative dispute resolution procedure as is agreed between the parties in writing, each acting in good faith.
- 12.3 The use of mediation will be without prejudice to the rights of the Consortium Members in all respects save that compliance with this Section shall be a condition precedent to any litigation or arbitration on the dispute.

13 Confidentiality

- 13.1 The Consortium Members:
- 13.1.1 Undertake to treat any information provided in relation to this Agreement as confidential where such information (i) by its nature or the circumstances of its disclosure, is or ought reasonably to have been regarded as confidential; or (ii) is notified by the disclosing Consortium Member as being confidential (**Confidential Information**).
 - 13.1.2 Shall not disclose or divulge Confidential Information to any third party without the written authority of the relevant Consortium Member, nor use it for any purpose other than in connection with this Agreement.
 - 13.1.3 Shall at all times be at liberty to discuss Confidential Information with its staff, contractors, advisers and other Consortium Members who are directly involved with the performance of a party's obligations under the Agreement (i) strictly on a need-to-know basis only; and (ii) provided that such staff, contractors and advisers are under obligations of confidentiality no less restrictive than those contained in this Section 13.
 - 13.1.4 Shall use Confidential Information of another Consortium Member only to the extent required for the performance of its obligations or pursuant to its rights under this Agreement.

- 13.1.5 May disclose Confidential Information if required by a Court of Law or other competent jurisdiction or any other regulatory authority to the extent necessary to comply with any law or Order of any such Court or regulatory authority, provided that any such Consortium Member shall, where possible, give the other Consortium Members no less than seven (7) Business Days of notice of such disclosure.
- 13.1.6 Further to Sub-section 13.1.5 and subject to giving notice under the same, it is expressly acknowledged that the Crown Consortium Members are under certain disclosure obligations under the *Freedom of Information Act 2000* and the *Freedom of Information (Scotland) Act 2002* (as applicable). Consistent with the spirit of their respective obligations under the aforementioned legislation, each Crown Consortium Member is obliged to restrict the scope of the confidentiality obligations under Section 13.1, unless any exceptions apply. In determining whether or not any exceptions apply, each Crown Consortium Member will apply criteria which are consistent with the criteria applicable to their other customers, contractors or suppliers.
- 13.2 The obligation set out in Sub-section 13.1 above shall cease to apply in respect of:
 - 13.2.1 any information which reaches the public domain other than through a Consortium Member's default;
 - 13.2.2 any information which was disclosed to one Consortium Member by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it;
 - 13.2.3 any information which is independently created without use or knowledge of any Confidential Information; or
 - 13.2.4 any information already in the possession of one Consortium Member without breaching any duty of confidence predating this Agreement.
- 13.3 The provisions of this Section 13 shall survive the expiry or termination of this Agreement.

14 Circumstances beyond the control of the Gridlink Consortium

- 14.1 Notwithstanding anything else contained in this Agreement, no Consortium Member shall be liable for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by any act or omission of another Consortium Member or strikes, riots, sabotage, acts of war or piracy, essential equipment being destroyed by fire, explosions, storm, flood or earthquake, and delays caused by failure of power supplies, transport failure or unavailability of telecommunications).
- 14.2 Subject to the affected Consortium Member not delaying prompt notification to the other Consortium Members in writing of the reasons for the failure or delay (and the likely duration of any delay), the performance of the affected Consortium Member's obligations shall be suspended during the period that the said circumstances persist and it shall be granted an extension of time for performance equal to the period of any delay.

- 14.3 If the affected Consortium Member is unable to resume its performance of this Agreement within sixty (60) Business Days of giving notification to the other Consortium Members under Sub-section 14.2, the GPB may vote to remove the affected Consortium Member in accordance with Section 8.

15 Severability

- 15.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement, so that each provision is severable from each other provision.

16 Interpreting the Agreement

- 16.1 This Agreement shall be governed and interpreted in accordance with English Law.

17 The Complete Agreement

- 17.1 This Agreement, together with the Annexes hereto supersedes all prior statements, agreements, arrangements and understanding between the parties. It constitutes this entire Agreement between the Consortium Members relating to the subject matter hereof. Each party confirms that it has not relied upon any representation not recorded in this document inducing it to enter into this Agreement. No addition to or modification of any provision of this Agreement, except where provided for, shall be binding upon the Consortium Members unless agreed in writing by the Consortium Members in accordance with the terms set out herein.

18 Dataset provision and other financial arrangements

- 18.1 OS will manage and maintain the production process relating to the Gridlink Core Dataset on behalf of the Gridlink Consortium. The ISB funds will continue to be used to meet the Gridlink Core Database maintenance that OS undertakes, up to such a time when the fund is finally diminished or subject to HM Treasury conditions.
- 18.2 ONS will notify each Consortium Member and the GBP, by giving written notice, as soon as the ISB fund is down to ten per cent (10%) of its original value (being one hundred and thirty seven thousand pounds (£137 000)).
- 18.3 Upon complete exhaustion of the ISB fund (including top up contributions by the Consortium Members), OS shall be responsible for the Gridlink Core Dataset production costs, unless and until such production costs exceed four thousand and five hundred pounds (£4 500) per Financial Year (plus an increase equal to the average percentage change in retail price index for the applicable period) (the **OS Initial Cap**). Any production costs that exceed the OS Initial Cap up to a further amount of five thousand and five hundred pounds (£5 500) (plus an increase equal to the average percentage change in retail price index for the applicable period) in a particular Financial Year (which will be itemised by OS) shall then be shared equally among the Consortium Members (the **Excess Costs Cap**).

- 18.4 OS shall promptly notify the GPB and all Consortium Members in writing in the event that production costs are likely to exceed the Excess Costs Cap in any Financial Year and, insofar as possible, provide an estimate of the total production costs for that particular Financial Year. The GPB shall have a period of twenty (20) Business Days from OS notice to decide by unanimous vote and to notify each Consortium Member whether or not production of the Gridlink Core Dataset should continue and how such production costs will be shared between the Consortium Members, and all Consortium Members shall work together in good faith to enable the GPB to make a decision within that timeframe. Any failure by any Consortium Member to comply with their respective obligations under Sections 4 and 5 (other than in relation to Sub-section 5.1.1) of this Agreement during the period the GPB is deliberating production continuation and/or sharing of production costs shall not constitute a breach of their respective obligations. If after a period of one (1) month from the end of the twenty (20) Business day period the GPB has failed to make a decision and notify all Consortium Members of the same, then the Consortium Members will immediately terminate this Agreement pursuant to Sub-section 9.1.3.
- 18.5 ONS acts as the accounting officer and budget holder during the period covered by the ISB funding, and is accountable to HM Treasury and to the GPB for the management of these ISB funds. ONS shall hold ISB funds on trust for all Consortium Members in a separate ring-fenced Gridlink Joint Venture Project budget account. No interest is received by ONS on the ISB funds that it holds, save that such interest as accrues on such ISB funds shall be credited to that account. The financial accounts will be made available to all Consortium Members and the GPB for auditing on the first day of each Financial Year during the term of this Agreement. Each Consortium Member and/or the GPB, by giving ONS thirty (30) Business Days notice, shall have the right not more than once each Financial Year to request copies of financial accounts, records and other documents and materials relating to this Agreement in the possession or under the control of ONS.
- 18.6 Each Consortium Member will maintain records of their expenditure¹ for the duration of this Agreement, for any work required to be undertaken by them and for which it is agreed by the Gridlink Technical Board or the GPB will be funded from the ISB funds. During periods of such work, each Consortium Member will provide quarterly statements, including nil expenditure, to ONS copied to GPB.
- 18.7 The formal arrangements for the transfer of funds in respect of standard maintenance costs identified as relating to Gridlink shall be through standard invoicing procedures.

¹ Such expenditure routinely includes employment costs, travel & subsistence, and consumables (for example, stationery) and also, but only with the prior agreement of the GPB, outsourced or hard-charged work such as consultancy, reprographic work and so on. Accommodation costs, PC and any support/overhead costs are excluded unless specifically agreed by the GPB. In deciding whether to acquire a service in-house or from an outsource/hard-charged area, the GPB will take account of the quality and timeliness of the service; cost would not be the prime driver. Staff costs will exclude departmental/directorate/divisional/branch overheads.

19 Intellectual Property Rights

- 19.1 RMG owns or is otherwise authorised to use all Intellectual Property Rights in any Gridlink Core Data Component(s) and related materials supplied by RMG under the terms of this Agreement, including (without limitation) PAF, Postzon, Postcode Update and Combined Changes. All Intellectual Property Rights subsisting or arising in relation to any RMG Gridlink Core Data Component shall vest in or remain the property of RMG or, where relevant, its licensor irrespective of the style, content and format of such material.
- 19.2 All Intellectual Property in and to the Crown Consortium Members' Gridlink Core Data Components and/or all other material supplied by them under this Agreement is owned by the Crown (and therefore protected by Crown Copyright) and is controlled and managed by:
- 19.2.1 the Controller in England, Wales & Northern Ireland. The Controller has delegated powers to the Chief Executive of OSNI, the Chief Executive Officer for OS and the Registrar General for England and Wales for the ONS, for the administration and licensing of any Intellectual Property in and to their respective Gridlink Core Data Components; and
 - 19.2.2 QPS in Scotland. QPS has delegated power to The Registrar General for Scotland for the administration and licensing of the Intellectual Property in and to GROS' Gridlink Core Data Components.
- 19.3 Each Consortium Member agrees that such Intellectual Property Rights as may arise in relation to the amalgamated data items in the Gridlink Core Dataset by reason of the implementation of this Agreement belongs to the Crown and RMG for the time being in proportion to the percentage of each Consortium Member's Gridlink Core Data Components as part of the Gridlink Core Dataset. Consortium Members agree that any use and/or exploitation of the Gridlink Core Dataset, or any parts thereof shall be subject to the appropriate Bi-lateral Agreements between Consortium Members provided that each Consortium Member is able to use its respective Gridlink Core Data Component without restriction. The Intellectual Property Rights in the Gridlink Core Dataset do not impact on the Intellectual Property Rights of the individual Gridlink Core Data Components which shall vest in or remain the property of RMG or the Crown in accordance with Sub-section 19.1 and 19.2 above.
- 19.4 Each Consortium Member (other than OS) hereby grants to OS a non-exclusive, non-transferable, royalty-free licence to use its Gridlink Core Data Component(s) for the duration of this Agreement or, if shorter, the duration of the relevant Consortium Member's participation in the Gridlink Consortium only for the purposes of the creation, development and maintenance of the Gridlink Core Dataset in accordance with the terms of this Agreement.
- 19.5 The Intellectual Property in the Gridlink User Guide is owned by OS. OS hereby grants all Consortium Members the non-exclusive right to use the Gridlink User Guide for the purposes of effecting this Agreement on a royalty free basis for the term of this Agreement.

- 19.6 Each Consortium Member agrees to notify the GPB immediately if they become aware of any actual, threatened, suspected or potential infringement of Intellectual Property Rights in the Gridlink Core Dataset or any Gridlink Core Data Component. The GPB may then institute the necessary steps to confirm and, where relevant, request the Consortium Members to take action against such confirmed infringement. Neither the GPB nor any Consortium Member shall be obliged to take any actions in respect of any actual, threatened, suspected or potential infringements of the Intellectual Property Rights in any individual Gridlink Core Data Components, however each Consortium Member may at the request of the owner of the individual Gridlink Core Data Components give all reasonable assistance to such owner (at the owner's own expense) in connection with any claims or proceedings made or instituted against any third party (including its employees) for such actual, threatened, suspected or potential infringement of the owner's Gridlink Core Data Components.
- 19.7 Each Consortium Member warrants that the use in the manner contemplated by this Agreement of each Gridlink Core Data Component provided by it hereunder will not infringe any Intellectual Property Rights of any third party or any other Consortium Members.
- 19.8 Save as permitted under Sub-section 19.4 to allow production of the Gridlink Core Dataset, Consortium Members shall not at any time copy, reproduce, publish, sell, let, lend, reutilise, transfer, extract or otherwise part with possession of the whole or any part of another Consortium Member's Gridlink Core Data Component or relay or disseminate the same to any third party, except as is expressly permitted by the terms of this Agreement or Bi-lateral Agreement. Each Consortium Member may make a reasonable number of back-up copies of the Data for security purposes. Each Consortium Member may only use such archived back-up copies of the Data for archive retention and retrieval purposes.
- 19.9 If any Consortium Member considers that Intellectual Property devised jointly by the parties should be protected by registration or in any other way, the Consortium Member shall notify the GPB and if the GPB, acting reasonably, requires, the Consortium Members shall enter into such deeds and documents and do such acts as may be necessary to effect such registration, the costs of which to be shared equally by the Consortium Members.
- 19.10 The Gridlink word mark and logo are registered trade marks of OS and are held on trust for all Consortium Members in equal shares as tenants in common. Save as to allow OS to administer the registration and maintenance of the Gridlink word mark and logo, the parties acknowledge that no Consortium Member may use the Gridlink word mark and/or logo without the written consent of the GPB.
- 19.11 Each Consortium Member acknowledges that:
 - 19.11.1 Pointer® is a registered trade mark of OSNI;
 - 19.11.2 Postzon® and PAF® and Royal Mail® are registered trade marks of RMG;
 - 19.11.3 Code-Point®, ADDRESS-POINT®, Ordnance Survey® and the Ordnance Survey symbol are registered trade marks of OS and
 - 19.11.4 OSNI® and Ordnance Survey of Northern Ireland® are registered trade marks of OSNI.

Subject to Sub-section 19.10, nothing in this Agreement shall entitle a Consortium Member to use the trade marks of another Consortium Member, including but without limitation those listed above.

20 Bi-lateral Agreements

- 20.1 Use and/or exploitation of the Gridlink Core Dataset in its entirety or any parts thereof, shall be provided for pursuant to separate licence terms within Bi-lateral Agreements as may be agreed from time to time between certain of the Consortium Members outside of the terms of this Agreement.
- 20.2 The Consortium Members agree and acknowledge that as at the Commencement Date certain informal arrangements exist to enable each of them to use and/or exploit the relevant parts (or whole) of the Gridlink Core Dataset for the sole purpose of the relevant Consortium Member creating the products set out in the Annex C under the heading 'Export: Core Dataset'.
- 20.3 The Consortium Members shall work together in good faith to agree formal written Bi-lateral Agreements within twelve (12) months of the Commencement Date.
- 20.4 The GPB may grant any Consortium Member an extension of up to six (6) months from expiry of the period set out in Sub-section 20.3, if the Consortium Member requesting such any extension can demonstrate to the GPB that such an extension is legitimately required to conclude formal written Bi-lateral Agreements. Any request for an extension under this Sub-section 20.4 must be sent to the GPB in writing within ten (10) Business Days after the meeting under Sub-section 5.1.10. The GPB will notify the party requesting an extension of its decision in writing within twenty (20) Business Days of receiving a written request. A majority of seventy-five per cent (75%) of those GPB Members present and entitled to vote shall be required by the GPB to grant an extension under this Sub-section 20.4.
- 20.5 The Consortium Members shall continue with any informal arrangements that exist between them to use and/or exploit the relevant parts (or whole) of the Gridlink Core Dataset until expiry of the periods set out in Sub-section 20.3 and, if applicable, Sub-section 20.4.
- 20.6 If any Consortium Member fails to agree formal written Bi-lateral Agreements in place of those referred to in Sub-section 20.2 within the timeframes set out in Sub-section 20.3 or, if applicable, Sub-section 20.4 then that Consortium Member will be deemed to have given notice of withdrawal from the Gridlink Consortium from the date of such failure pursuant to Sub-section 7.1.1. For the purpose of Sub-section 7.2.1 and 7.3.1, it is expressly acknowledged that the informal arrangements referred to in Sub-section 20.2 shall automatically terminate twelve (12) months from the expiry of the notice period set out in Sub-section 7.1, after which period the provisions of Sub-sections 7.2 and 7.3 shall apply. All Consortium Members agree and acknowledge that the provisions of this Sub-section 20.6 shall take precedence over the terms (whether expressed or implied) of any informal arrangement referred to in Sub-section 20.2 with whom written Bi-lateral Agreements have not been agreed.
- 20.7 Nothing contained in this Agreement shall prevent each Consortium Member from using or exploiting its own Gridlink Core Data Component independently of the Gridlink Core Dataset.

21 Acceptance and signatures

Name	Cyril Fitzgerald	Name	Peter ter Haar
Title	IT Procurement Executive	Title	Director Products
Department or Agency	Office for National Statistics	Department or Agency	Ordnance Survey
Date	.....	Date	.....
Signature	.....	Signature	.....

Name	Peter Scrimgeour	Name	Iain Greenway
Title	Head of Statistics Division	Title	Chief Executive
Department or Agency	General Register Office for Scotland	Department or Agency	Ordnance Survey of Northern Ireland
Date	.....	Date	.....
Signature	.....	Signature	.....

Name	Jennie Longden
Title	Head of Address Management
Consortium Member	Royal Mail Group plc
Date	.....
Signature	.....

Annexe A Membership of the Gridlink Programme Board

Chair: Graham Jenkinson, Office for National Statistics

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Tel: 01329 813215
Email: graham.jenkinson@ons.gsi.gov.uk

Members: Peter ter Haar, Ordnance Survey

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Gridlink Programme Manager:

**Alan Taylor, Office for National Statistics
(GPB Member non-voting)**

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Operational Manager:

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Secretariat:

Mike Phelps, Office for National Statistics

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Commercial Manager:

Cyril Fitzgerald, Office for National Statistics

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Email: xxxxx.xxxxxxxxxx@xxx.xxx.gov.uk

Any changes to the constitution of the Gridlink Programme Board will be included in the Gridlink Programme Plan maintained by the Gridlink Programme Manager.

Annexe B Gridlink source identification

This Agreement only deals with the production of the Gridlink Core Dataset. It does not include or make provision for any onward utilisation of the Gridlink Core Dataset by the individual Consortium Members.

Production Agreement: Gridlink Core Dataset

Dataset content	Gridlink process Output
Current UK postcodes, one (1) metre resolution National and Irish Grid references (coordinates), links to UK countries and to administrative and health areas, positional quality indicators.	Gridlink Core Dataset

Each Consortium Members' Intellectual-Property Rights (IPR) and licensing agreements for use of their source data will be covered in appropriate Bi-lateral Agreements. Each Consortium Member will have specific contracts detailing use of the Gridlink Core Data Components with the source data provider.

Source data information for supporting separate Bi-lateral Agreements

Gridlink Core Data Component	Source	I-P owner
<ul style="list-style-type: none"> National Grid references Boundary-Line Wards 	Ordnance Survey	Crown
<ul style="list-style-type: none"> Postcode Address File (PAF) Combined Changes containing the following sub-products; Changes, Single Changes, Expanded Changes, Expanded Single Changes, Welsh Changes and Keychain Postcodes GB and Northern Ireland 	Royal Mail Group plc	Royal Mail Group plc
<ul style="list-style-type: none"> England & Wales health, electoral & admin area codes Details of Admin areas 	Office for National Statistics	Crown
<ul style="list-style-type: none"> Northern Ireland health, electoral & admin area codes 	Ordnance Survey of Northern Ireland	Crown
<ul style="list-style-type: none"> Scottish Health Board, electoral & admin area codes 	General Register Office for Scotland	Crown

Annexe C Gridlink Core Dataset Process – Import and Export.

