

Private & Confidential

DATED 30th MARCH 2010

The Secretary of State for Communities and Local Government,
acting through Ordnance Survey (1)

and

The Secretary of State acting through
the Department for Communities and Local Government (2)

AGREEMENT

concerning the provision of mapping data
(OS OpenData) to the public by Ordnance
Survey

Wragge&Co

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THIS AGREEMENT is made on

2010 BETWEEN:

- (1) THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT, ACTING THROUGH ORDNANCE SURVEY**, whose principal place of business is at Romsey Road, Southampton, SO16 4GU ("**Ordnance Survey**"); and
- (2) THE SECRETARY OF STATE ACTING THROUGH THE DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT**, whose office is located at Eland House, Bressenden Place, London, SW1E 5DU ("**CLG**").

WHEREAS:

- (A)** Ordnance Survey is a UK non-ministerial Government department responsible for the official, definitive surveying and topographic mapping of Great Britain.
- (B)** Ordnance Survey was established as an Executive Agency on 1 May 1990 and has operated as a trading fund since 1 April 1999, under the Government Trading Funds Act 1973 and the Ordnance Survey Trading Fund Order 1999. As a trading fund, Ordnance Survey is mandated and entitled to generate and receive income to self-fund its activities and make profits and pay dividends to its sponsoring Government department.
- (C)** The Controller of Her Majesty's Stationery Office has delegated authority to Ordnance Survey to administer and exploit through licensing Crown copyright and database rights in the map data that Ordnance Survey collects, creates and maintains.
- (D)** Ordnance Survey derives revenue through licensing map data to third parties, which is used to finance the substantial capital investments that are required to maintain its topographic databases on a commercial basis and without any separate public subsidy funding.
- (E)** Government has determined to make available a selection of Ordnance Survey's current products, free at the point of use and without restrictions, for utilisation by commercial and non-commercial parties in line with its Making Public Data Public policy objectives.
- (F)** Further to such objectives, CLG, on behalf of the Government, has reached a commercial agreement with Ordnance Survey, for Ordnance Survey, in return for payment from CLG, to make certain of its products available free at the point of use on the Licence Terms, in hard media, by download and via an online viewer service and to maintain and update such products in accordance with agreed schedules.

In consideration of the mutual covenants and undertakings set out below THE PARTIES AGREE as follows:

1 Definitions and interpretation

1.1 In this agreement unless the context otherwise requires:

Crown Body	means a body which is a servant or agent of the Crown and includes a government department but does not include any body which has legal personality independent of the Crown;
Commencement Date	means 1 April 2010;
Confidential Information	means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, information in or relating to the Products), know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and Confidential means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);
Deferred Products	means Code-Point® Open, OS VectorMap™ District and OS Locator™;
Disclosure Requests	means requests for information relating to this agreement pursuant to the FOIA, the Environmental Information Regulations 2004 or such other legislation or regulations as may replace either of them time to time;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

Hard Media	means physical media (e.g. CD or DVD) capable of storing electronic information;
Licence Principles	means the licence principles set out in Schedule 8;
Licence Terms	means the terms set out in Schedule 2, being the terms under which CLG requires Ordnance Survey to license the Products to commercial and non-commercial users for use and re-use;
Making Public Data Public policy objectives	<p>means government policy objectives for its agenda known as Making Public Data Public, those objectives being to:</p> <ul style="list-style-type: none"> • make available data as set out by the Location Strategy in line with the EU INSPIRE Directive including topographic mapping (at different scales including ground height information), geographic names, postcodes, streets, and administrative boundaries; • improve transparency, accountability and efficiency within government; • improve citizen empowerment by providing information which individuals and local communities can combine (or “mash-up”) with various other government data to produce results in a map form about their community and public services; and • enable innovation in the private sector providing the potential for new products and services to be developed, and new firms to enter the value-added GI market;
Product Fee	means the payment to be made by CLG to Ordnance Survey in accordance with Clause 4 and Schedule 3;
Products	means the Ordnance Survey products, particulars of which are set out in paragraph 1.2 of the Specification, as may be updated from time to time by written agreement between the parties. Unless the context requires otherwise, Products includes the Deferred Products;

Royal Mail	means Royal Mail Group Limited and/or Royal Mail Group plc, as applicable;
Services	means the Viewing Service, the Download Service, the Off-line Supply Service and the TOID Look-Up Service, each as set out in the Specification, and the Update Services;
Service Fee	means the payment to be made by CLG to Ordnance Survey in accordance with Clause 4 and Schedule 3;
Specification	means the specification set out in Schedule 1;
Term	means ten (10) Years commencing on the Commencement Date;
Update Services	means the updating of the Products by Ordnance Survey in accordance with the schedule of frequency of updates set out in Part 3 of the Specification;
User Group	means the Minister appointed group established by CLG (who shall consult with and take into account the views of Ordnance Survey as to the individuals who shall be appointed to the User Group) to advise on the functionality and usability of the supplied Products and Services. Schedule 7 sets out the terms of reference for such group;
Working Day	means any day other than a Saturday, Sunday or public holiday in England, Wales or Scotland;
Year	means a period of twelve (12) months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date and Year 1 shall mean the first such period of twelve (12) months, Year 2 shall mean the following period of twelve (12) months, and so on.

- 1.2 The agreement is a business arrangement and acknowledges the goodwill between the parties and relies upon the cooperation of both parties with all of its terms for its implementation to achieve the desired mutual benefit.

Royal Mail	means Royal Mail Group Limited and/or Royal Mail Group plc, as applicable;
Services	means the Viewing Service, the Download Service, the Off-line Supply Service and the TOID Look-Up Service, each as set out in the Specification, and the Update Services;
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- 1.2 The agreement is a business arrangement and acknowledges the goodwill between the parties and relies upon the cooperation of both parties with all of its terms for its implementation to achieve the desired mutual benefit.

2 Ordnance Survey's Obligations

- 2.1 Subject to Clauses 2.2 and 2.3, Ordnance Survey shall, with effect from the Commencement Date, make the Products available to the public by granting licences to use the Products on the Licence Terms, free of charge to such persons at the point of use.
- 2.2 Ordnance Survey will use all reasonable endeavours to make the Deferred Products available under this agreement in accordance with the timetable set out in Part 2 of the Specification.
- 2.3 Ordnance Survey shall not be obliged to make Deferred Products available, and shall be entitled to cease making Products available with immediate effect, where rights or data in such Products is sourced from a third party and:
 - (a) the Licence Terms are inconsistent with the terms on which Ordnance Survey is licensed by such third party to use such rights or data; or
 - (b) Ordnance Survey loses the right to license such data; or
 - (c) Ordnance Survey is otherwise unable to contract with such third party in respect of the relevant data, on terms acceptable to Ordnance Survey.
- 2.4 Ordnance Survey shall use all reasonable endeavours to ensure that all agreements it enters into with third parties after the Commencement Date relating to rights or data in the Products will be on terms that allow it to use or license such rights or data under the terms of this agreement.
- 2.5 From the Commencement Date Ordnance Survey shall perform the Services in accordance with the Specification.
- 2.6 Ordnance Survey shall:
 - (a) use its reasonable endeavours to minimise costs incurred in providing the Services; and
 - (b) keep CLG and the User Group regularly informed by way of a written report every three months of the progress and development of the Products and the levels and types of Products and Services provided, to enable CLG and the User Group to monitor the progress of its policy.

- 2.7 Ordnance Survey shall provide the Services using only suitably experienced, skilled, qualified and trained personnel or those under their supervision.
- 2.8 Ordnance Survey as part of any review of market practice or legal requirements shall be entitled to vary the Licence Terms in the following circumstances:
- (a) in agreement with CLG and in accordance with the Licence Principles; and/or
 - (b) where variation of the Licence Terms is required to make the Licence Terms comply with applicable law and applicable Government policy current at the time of the variation and/or enforceable in all respects.
- 2.9 Nothing in this agreement shall:
- (a) prevent or restrict Ordnance Survey from using, exploiting or licensing any products other than the Products on such terms as Ordnance Survey thinks fit;
 - (b) affect the terms (including terms requiring payment) of any licences granted by Ordnance Survey prior to the Commencement Date; or
 - (c) prevent or restrict Ordnance Survey from offering premium versions of or in relation to the Products or Services, at a cost to the end user.

3 CLG's Obligations

- 3.1 CLG acknowledges and agrees that by entering into this agreement, Ordnance Survey is giving up its right to derive and retain revenue (direct or substitutional) in accordance with its trading fund status from licensing its Products and/or providing the Services on a fee generating basis.
- 3.2 CLG shall not, by virtue of this agreement, obtain or claim any right, title or interest in or to the Products.

4 Payment

- 4.1 CLG shall pay to Ordnance Survey:
- (a) the Product Fee; and

(b) the Service Fee,

as specified in Schedule 3.

- 4.2 All sums payable by CLG pursuant to Clause 4.1 and Schedules 3, 5 and 6 are exclusive of VAT. CLG will pay VAT and any other applicable taxes at the rate prevailing at the date of invoice.

5 Liability

- 5.1 Subject to Clause 5.3, all warranties and conditions not set out in this agreement, whether implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 5.2 Subject to Clause 5.3, neither party shall have a claim against the other for any misrepresentation.
- 5.3 Nothing in this Clause 5 shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

6 Indemnity

- 6.1 Subject to Clause 6.2, CLG shall indemnify Ordnance Survey against all and any loss, liability, costs (including without limitation legal costs), claims, damages or expenses suffered or incurred by Ordnance Survey or for which Ordnance Survey may become liable arising out of Ordnance Survey's activities under this agreement, or any use of Products by third parties pursuant to this agreement.
- 6.2 Clause 6.1 will not apply to the extent that any liability arising to Ordnance Survey results from the wilful neglect or fraudulent actions of Ordnance Survey, its employees, agents and staff.
- 6.3 Ordnance Survey warrants it has and, throughout the Term, shall continue to have all necessary rights in and to the Products or any other materials made available by Ordnance Survey and/or its sub-contractors to CLG as are necessary to perform Ordnance Survey's obligations under this agreement. For the avoidance of doubt, this Clause 6.3 is subject to Clause 2.3.

7 Duration

- 7.1 This agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination in Clause 8 below) shall last for the Term.
- 7.2 The Term of this agreement may be extended by the parties on mutual agreement.

8 Termination

- 8.1 CLG may terminate this agreement by giving at least six (6) months' written notice to Ordnance Survey in the following circumstances:
- (a) Ordnance Survey commits a material breach of any of its obligations under this agreement which is incapable of remedy;
 - (b) Ordnance Survey fails to remedy, where it is capable of remedy, or persists in any breach of any of its material obligations under this agreement, after having been required in writing to remedy or desist from such breach within a period of thirty (30) days.
- 8.2 CLG shall not be entitled to terminate this agreement for any reason, save for under Clause 8.1, prior to the end of Year 7.
- 8.3 CLG may terminate this agreement by giving at least two (2) years written notice to Ordnance Survey, which notice may not be given before the end of Year 5.
- 8.4 Ordnance Survey may terminate this agreement by giving at least thirty (30) days' written notice to CLG in the following circumstances:
- (a) any sum payable under this agreement is not paid within ninety (90) days of its due date for payment in accordance with this agreement;
 - (b) CLG commits a material breach of any of its obligations under this agreement which is incapable of remedy;
 - (c) CLG fails to remedy, where it is capable of remedy, or persists in any breach of any of its material obligations under this agreement after having been required in writing to remedy or desist from such breach within a period of thirty (30) days.

9 Consequences of Termination

9.1 Upon termination of this agreement for any reason whatsoever:

- (a) the obligations set out in Clause 2 shall cease;
- (b) all unpaid instalments of the Product Fee payable throughout the Term of the agreement had it not been terminated, shall remain payable in accordance with this agreement, as if this agreement had not been terminated;
- (c) the obligation to pay the Service Fee shall cease and, for the avoidance of doubt, Ordnance Survey shall refund CLG in respect of any part of the Service Fee which has been paid by CLG and which relates to any unelapsed period, except to the extent that the costs comprising the Service Fee (as set out in paragraph 1.4 of Schedule 6) are not able to be avoided by Ordnance Survey;
- (d) the agreement of the parties relating to confidentiality contained in Clause 12 of this agreement shall continue in full force and effect; and
- (e) the indemnity in Clause 6 shall survive termination.

9.2 Termination shall be without prejudice to any rights of either party against the other which may have accrued up to the date of termination.

10 Change Control

10.1 No variation to this agreement shall be effective unless it is in writing, refers specifically to this agreement and is duly executed by the parties.

10.2 CLG and Ordnance Survey will take into account the views of the User Group, and will attend on reasonable notice a reasonable number of meetings with and as requested by the User Group, to discuss any variation.

10.3 The parties will comply with Schedule 7.

11 Warranties

11.1 Ordnance Survey warrants that:

- (a) it has the power to enter into and to exercise its rights and perform its obligations under this agreement and it has taken all necessary action to authorise the execution of this agreement and the performance of its obligations under it; and

- (b) it is able to grant licences on the Licence Terms.

11.2 CLG warrants that:

- (a) it is authorised and has all required consents to enter into, and perform its obligations under this agreement and all other documents to be entered into by it under this agreement;
- (b) its entry into of this agreement will not place it in breach of any other agreement or arrangement with any third party or any order, judgment or decree, or any legislation, nor will any of these substantially impede the performance of its obligations under this agreement.

12 Confidentiality

12.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this agreement and shall not use nor disclose the same save for the purposes of the proper performance of this agreement or with the prior written consent of the other party. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

12.2 The obligations of confidentiality in this Clause 12 shall not extend to any matter which either party can show:

- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this agreement; or
- (b) was in its written records prior to the Commencement Date; or
- (c) was independently disclosed to it by a third party entitled to disclose the same; or
- (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

13 Freedom of Information

13.1 Each party acknowledges that the other may receive Disclosure Requests.

13.2 Each party further acknowledges that the other may be obliged (subject to the application of any relevant exemption(s) and, where applicable, the public interest test) to disclose information pursuant to such a Disclosure

Request. Where one party consults (the **Consulting Party**) the other (the **Other Party**) in accordance with section IV (consultation with third parties) of the code of practice issued under section 45 of the FOIA (or, as the case may be, any code of practice issued under powers contained in the Environmental Information Regulations 2004), the Other Party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the Consulting Party and acknowledges that it is for the Consulting Party to determine whether or not such information should be disclosed.

- 13.3 The decision of the Consulting Party regarding anything in this Clause 13 shall be final and conclusive and shall not be subject to Clause 14.

14 Dispute Resolution

All disputes regarding this agreement, its validity, its interpretation or its subject matter shall be dealt with in accordance with the Dispute Resolution Procedure set out in Schedule 4.

15 General

- 15.1 The rights and remedies of either party in respect of this agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 15.2 Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as is necessary to fulfil the provisions of this agreement in accordance with its terms.
- 15.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement. Any person who is not a party to this agreement (including any employee, officer, agent, representative or subcontractor of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

15.4 This agreement may be entered into in the form of two counterparts, each executed by one of the parties and, provided that both the parties shall so enter into the agreement, each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.

16 Jurisdiction and Governing Law

16.1 This agreement is an intra-governmental agreement between two Crown Bodies. This agreement will be construed in accordance with English law and Ministers will observe the terms of the agreement as if it were legally binding.

IN WITNESS OF THE ABOVE the parties have signed this agreement on the date written at the head of this agreement.

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

Signed for and on behalf of **The Secretary of State acting through the Department for Communities and Local Government**

Signature

Signature

Name

Name ...

Title

Title

Date

Date ..30/3/10.....

Schedule 1

OS OpenData™ Specification

1 Introduction

1.1 Purpose

This document sets out the scope of the Products and Services, and the anticipated scope of the Deferred Products.

1.2 Scope

The Products are as follows:

- 1:250 000 Scale Colour Raster
- 1:50 000 Scale Gazetteer
- Boundary-Line™
- Land-Form PANORAMA®
- Meridian™ 2
- MiniScale®
- OS Street View™
- Strategi®

The Deferred Products are as follows:

- Code-Point® Open
- OS Locator™
- OS VectorMap™ District

1.3 General principles

The following general principles apply to all services specified in this document, unless otherwise stated:

- Access to all these services will be through a single access point on the Ordnance Survey public web-site.
- Subject to paragraph 1.3 of Schedule 6, there will be no attempt to limit access to only GB or UK citizens.
- The services being provided will only provide access to data that is created and maintained by Ordnance Survey. In particular they will not provide access to data created and maintained by other mapping organisations, such as Land and Property Services (Ordnance Survey of Northern Ireland), and will not provide access to products or services created by third parties using Ordnance Survey data.

2 Expected timetable for delivery

- 2.1 Subject to paragraph 2.2 and paragraphs 3 to 6, Ordnance Survey will make the Products available from 1 April 2010 by way of:
- Viewing Service
 - Download Service
 - Off-line Supply Service
- 2.2 Ordnance Survey will use its reasonable endeavours to make the Deferred Products and TOID Look-up Service available by 30 September 2010. Appropriate fee reductions (to be agreed) will apply if delivery is later than this date.

3 Data scope and specification

The content specification of the Products will be made available via the Ordnance Survey website and/or OS OpenData website from time to time. Ordnance Survey retains the right to amend the specification of the Products.

A content specification is not available for the Deferred Products as at the date of the agreement, but will be made available via the Ordnance Survey website and/or OS OpenData website on or prior to the relevant Deferred Product being made available.

The principle exceptions to the current published product specifications will be:

- The data formats for each Product available via the Download Service and the Off-line Supply Service will be those outlined in the "Supply Formats" column in Table 3;
- The Products will be available via the Download Service and the Off-line Supply Service as pre-defined areas as detailed in the "Supply Extents" column in Table 3;
- The dpi resolution of the data viewed via the Viewing Service will be re-sampled to a resolution applicable to delivery in a web application;
- The publication schedule for each new edition of the Products will be as set out in Table 1, which also includes the anticipated publication schedule for the Deferred Products.

Update Service

The products released as part of OS OpenData will continue to be maintained by Ordnance Survey to a high and consistent standard in line with the publication frequency set out in Table 1 and in accordance with Ordnance Survey's data currency and accuracy standards for the capture of real world changes.

Table 1: Product publication frequency

Product	Publication frequency	Months of publication
MiniScale®	12 monthly	January

1:250 000 Scale Colour Raster	12 monthly	June
OS Street View™	6 monthly	April and October
Boundary-Line™	6 monthly	May/June and October/November
1:50 000 Scale Gazetteer	12 monthly	June
Strategi®	12 monthly	January
Meridian™ 2	6 monthly	January and July
Land-Form PANORAMA®	Frozen set	N/A
Deferred Products	Publication frequency	Months of publication
Code-Point® Open	3 monthly	February, May, August, November
OS Locator™	6 monthly	May and November
OS VectorMap™ District	To be confirmed	To be confirmed

OS VectorMap District is a new product for which the update schedule needs to be agreed as part of its final release.

Table 2 - Product availability by service

The following products will be made available through the services described in this document.

Product	Service		
	Viewing	Download	Off-line Supply
Mini-Scale (Raster)	✓	✓	✓
1:250 000 Scale Colour Raster (Raster)	✓	✓	✓
OS Street View (Raster)	✓	✓	✓
Boundary-Line (Vector)	✓ ¹	✓	✓
1:50 000 Scale Gazetteer (Vector)	✓ ²	✓	✓
Strategi (Vector)	×	✓	✓
Meridian 2 (Vector)	×	✓	✓
Land-Form PANORAMA (Vector)	×	✓	✓

¹ In generalised format only.

² To support searching only.

Deferred Products	Viewing	Download	Off-line Supply
Code-Point Open (Vector)	✓ ³	✓	✓
OS Locator (Vector)	✗	✓	✓
OS VectorMap District (Raster)	✓	✓	✓
OS VectorMap District (Vector)	✗	✓	✓

Further details on how these products will be made available for each service are described in the relevant part below.

4 Viewing Service

4.1 Summary

This is a service which allows any user to view and to search for a location using the products indicated in paragraph 4.2.

4.2 Data provided

The Viewing Service will provide viewing access to images of the following datasets:

- MiniScale[®]
- 1:250 000 Scale Colour Raster
- OS Street View[™]
- Boundaries (this will be a generalised version of Boundary-Line[™])
- OS VectorMap[™] District (although note that this is a Deferred Product and the timescale is to be agreed)

Additionally, the following products will be used to support searching:

- 1:50 000 Scale Gazetteer
- Code-Point[®] Open (although note that this is a Deferred Product and is subject to Royal Mail agreement).

4.3 Functionality provided

The following functionality will be provided by this service:

- Ability to pan and zoom the various datasets. Display of datasets will be controlled by the zoom level at which the user is viewing the data.
- Ability to search mapping. Searching will be provided by place name, post code, administrative area or national grid reference.
- Ability to display boundaries overlaid on backdrop mapping and identify individual administrative areas.

³ To support searching only.

- Data will be updated on a scheduled basis (as set out in Table 1).

4.4 Implementation details

The service will be subject to reasonable use and to the Licence Terms, but no further limitations will be imposed on usage of this service.

5 Download Service

5.1 Summary

This service provides the capability for users to request Products as provided below, and to allow the user to download that data to their own computer.

5.2 Data provided

The Download service will allow the products identified in Table 2 to be downloaded for free.

5.3 Functionality provided

The following functionality will be provided by this service:

- For each product the data will only be made available in a limited set of geographical extents, and in a single supply format (with the exception of OS VectorMap District, Strategi and Meridan 2), as specified in the "Supply Extent" and "Supply Format" columns in Table 3. Data for any extent will be available for download as a complete package (i.e. users will not download individual product tiles).
- Ability for users to request download of one or more of the available products and extents.
- Ability for users to manage the download of data by product and extent.
- Data will be updated on a scheduled basis (as set out in Table 1).

Table 3 - Product supply formats and extents

Product	Supply Format	Supply Extent	Off-line Supply Service	Download Service
Miniscale	TIFF-LZW	GB only	Yes	Yes
1:250 000 Scale Colour Raster	TIFF-LZW	GB only	Yes	Yes
OS Street View	TIFF-LZW	GB	Yes	No
OS Street View	TIFF-LZW	England	Yes	No
OS Street View	TIFF-LZW	Scotland	Yes	No
OS Street View	TIFF-LZW	Wales	Yes	No
OS Street View	TIFF-LZW	Grid Squares	No	Yes

Boundary-Line	ESRI® Shape	GB only	Yes	Yes
1:50 000 Scale Gazetteer	CSV	GB only	Yes	Yes
Strategi	ESRI® Shape	GB only	Yes	Yes
Strategi	DXF	GB only	Yes	Yes
Meridian 2	ESRI® Shape	GB only	Yes	Yes
Meridian 2	DXF	GB only	Yes	Yes
Land-Form PANORAMA	DXF	GB only	Yes	Yes
Deferred Product	Supply Format	Supply Extent	Off-line Supply Service	Download Service
Code-Point® Open	CSV	GB only	Yes	Yes
OS Locator	Ascii Text	GB only	Yes	Yes
OS VectorMap™ District	TIFF-LZW	GB	Yes	No
OS VectorMap™ District	TIFF-LZW	England	Yes	No
OS VectorMap™ District	TIFF-LZW	Scotland	Yes	No
OS VectorMap™ District	TIFF-LZW	Wales	Yes	No
OS VectorMap™ District	TIFF-LZW	Grid Squares	No	YES
OS VectorMap™ District	ESRI® Shape	GB	Yes	No
OS VectorMap™ District	ESRI® Shape	England	Yes	No
OS VectorMap™ District	ESRI® Shape	Scotland	Yes	No
OS VectorMap™ District	ESRI® Shape	Wales	Yes	No
OS VectorMap™ District	ESRI® Shape	Grid Squares	No	YES

5.4 Implementation details

Users will be required to provide an e-mail address before data can be downloaded.

Users will be asked to provide a small amount of information about how the data will be used; supply of such information will not be mandatory. Users will be asked if they would like further communication from us or third parties in the future on an opt-in basis; accepting such communications will not be a pre-condition of supply. Completion of an order for supply of data will constitute acceptance of the Licence Terms.

Users will be sent an e-mail containing download links for the products they have requested, and the ability to access such links will expire after three days (or such duration as Ordnance Survey deems necessary to appropriately manage the use and capacity of the service).

Data hosting may be provided by a third-party provider.

6 Off-line Supply Service

6.1 Summary

This service provides the capability for users to request the off-line supply of product datasets on Hard Media.

6.2 Data provided

The Off-Line Supply Service will allow the products identified in Table 2 to be requested.

6.3 Functionality provided

The following functionality will be provided by this service:

- Ability for users to request off-line supply of one or more Products and extents (as set out in the Supply Format and Supply Extent columns in Table 3) that are supported for off-line supply.
- Postal supply of requested data to user.
- Data will be updated on a scheduled basis (as set out in Table 1).

6.4 Implementation details

Users will be required to provide an e-mail and postal address before the order can be completed.

Users will be asked to provide a small amount of information about how the data will be used; the supply of such information will not be mandatory. Users will be asked if they would like further communication from us or third parties in the future; accepting such communications will not be a pre-condition of supply.

Completion of an order for supply of data will constitute acceptance of the Licence Terms.

Supply of data will be in line with current published specifications for each Product, as varied by this document.

Subject to paragraph 3.2 of Schedule 6, no charge will be made to the user for this service (either for media, postage or packaging).

Hard-media replication and distribution services may be provided by a third-party provider.

7 TOID resolution service

7.1 Summary

This service will provide a web query interface to allow developers to programmatically query whether a given TOID is valid and to return the TOID of the OS MasterMap Topography Layer feature for a given location

7.2 Data provided

The service will return OS MasterMap Topography TOIDs but no other data elements from OS MasterMap.

7.2.1 Functionality provided

The service will provide the following query interfaces

Query name	Data input to service	Data returned from service
TOID valid	A 16 digit string	Boolean True or False (True = the input string is a valid TOID False = the input string is not a valid TOID)
Location to TOID	British National Grid location (easting : northing)	16 digit string (corresponding to TOID of the OS MasterMap feature at the input location)

The web programming language and interface format for the queries will use a common web programming language and standard protocols to be agreed by both parties.

A web page will also be provided that is a sample client application to the two queries above to allow individuals to directly query the service from that web page.

8 Ongoing service quality levels

Web Services:

The parties are unable to predict the likely service volumes, however Ordnance Survey will use its reasonable endeavours to ensure system availability will be 99.5% for all web pages and services, averaged over a calendar month period.

Ordnance Survey will ensure that system capacity is managed in accordance with demand and will use its reasonable endeavours to ensure continuity of service in managing fluctuations in demand.

Notwithstanding the provisions above concerning system availability, Ordnance Survey reserves the right to take systems down for maintenance. Down-time will be limited to twelve hours in any week, and Ordnance Survey will provide appropriate notice of such downtime via the website to all users.

Customer Service:

Confirmation of hard media order will be within 2 hours, Supply of data on hard-media (DVD) will be despatched within 28 days of an order being placed.

Ordnance Survey will use its reasonable endeavours to provide e-mail notification of download links within two hours.

Customer telephone support will be provided from 0830 to 17.30 on Working Days.

Activity		KPI: 2009 - 2010
Enquiry Handling	Acknowledge	98% < 2 days
	Respond	95% < 10 days
	Close	95% < 15 days
Complaint Management	Acknowledge	98% < 2 days
	Respond	98% < 10 days
	Close	80% < 15 days

Acknowledge: verbal or written communication confirming receipt of correspondence (usually automated if via e-mail).

Respond: a full response or a time bound action plan provided to the customer (action still required by the business).

Close: full response to the customer (no further action required by the business).

Limitations:

Ordnance Survey cannot be held liable for the failure of any services provided by third parties as part of the OS OpenData solution, or for any failure caused by such third parties, including by termination by those third parties of contracts with Ordnance Survey, for reasons other than Ordnance Survey's breach.

Schedule 2

Licence Terms

The licence below governs your access to and use of OS OpenData™ made available at www.ordnancesurvey.co.uk/oswebsite/opendata/supply by The Secretary of State for Communities and Local Government acting through Ordnance Survey (the “Data Provider”).

This licence corresponds to the terms used for data available from www.data.gov.uk.

OS OpenData™ is covered by either Crown Copyright, Crown Database Right, or has been licensed to the Crown.

The following attribution statement applies to this licence:

Contains Ordnance Survey data © Crown copyright and database right 2010

[Royal Mail specific terms to be included to the extent that Code-Point® Open is made available in accordance with this agreement]

Access to and use of the Data expressly made available under this licence (the “Data”) indicates your acceptance of these terms and conditions.

This is a worldwide, royalty-free, perpetual, non-exclusive licence from the provider of the Data (the “Data Provider”) to use it subject to the conditions below.

This licence does not affect your fair dealing or fair use rights, or any other copyright or database right exceptions and limitations.

You are free to:

- copy, distribute and transmit the Data;
- adapt the Data;
- exploit the Data commercially whether by sub-licensing it, combining it with other data, or by including it in your own product or application.

You must:

- acknowledge the copyright and the source of the Data by including any attribution statement specified by the Data Provider. If no specific statement is provided please use the following:

Contains [insert name of Data Provider] data © Crown copyright and database right

- include the same acknowledgment requirement in any sub-licences of the Data that you grant, and a requirement that any further sub-licences do the same;
- ensure that you do not use the Data in a way that suggests the Data Provider endorses you or your use of the Data;
- ensure that you do not misrepresent the Data or its source.

No warranty

The Data is licensed 'as is' and the Data Provider excludes all representations, warranties, obligations and liabilities in relation to the Data to the maximum extent permitted by law. The Data Provider is not liable for any errors or omissions in the Data and shall not be liable for any loss, injury or damage of any kind caused by its use. The Data Provider does not guarantee the continued supply of the Data.

Governing law

This licence is governed by the laws of the country in which the Data Provider has its principal place of business, unless otherwise specified by the Data Provider.

Changes to this licence

The Data Provider may amend the terms of this licence or make the Data available under a different licence. However, these terms will continue to apply to data you already license from the Data Provider.

Creative Commons

These terms have been aligned to be interoperable with any Creative Commons Attribution 3.0 Licence. This means that you may mix the information with Creative Commons licensed content to create a derivative work that can be distributed under any Creative Commons Attribution 3.0 Licence.

Schedule 3

Payment Provisions

1 Product Fee

- 1.1 Subject to paragraph 1.4, the annual Product Fee is £15,936,000.00.
- 1.2 Ordnance Survey will issue an invoice annually in advance for the Product Fee, which shall be due and payable by CLG within 30 days of such invoice, save only that the first payment shall be payable on or by 1 April 2010.
- 1.3 Ordnance Survey has calculated the Product Fee in accordance with the methodology set out in Schedule 5.
- 1.4 Where, for any Year, the sum of the annual Product Fee and the Service Fee for such Year would, but for this paragraph, exceed £20 million, the Product Fee shall be reduced for that Year only to the extent necessary for such sum to equal £20 million.

2 Service Fee

- 2.1 The Service Fee for Year 1 is £4,064,000.00.
- 2.2 The Service Fee in subsequent Years shall be calculated as set out in Schedule 6.
- 2.3 Ordnance Survey will issue an invoice annually in advance for the Service Fee, separately identifying the amount of the Service Fee for the relevant Year and the method of calculation. The Service Fee shall be due and payable by CLG within 30 days of such invoice.
- 2.4 Ordnance Survey has calculated the Service Fee in accordance with the methodology set out in Schedule 6.

3. Price Adjustment Mechanism

- 3.1 Where a Deferred Product is not made available under this agreement by 1 April 2011, such Deferred Product shall be deemed to have been withdrawn from this agreement. In such case:

- (a) Ordnance Survey shall refund to CLG that element of the Product Fee and the Service Fee which relate to such Deferred Product and which has already been paid by CLG, and
 - (b) that element of the Product Fee and the Service Fee which relate to such Deferred Product shall be removed from the calculation of the Product Fee and the Service Fee with effect from 1 April 2011.
- 3.2 Where Ordnance Survey ceases to make any Product available pursuant to Clause 2.3, that element of the Service Fee which relates to such Product shall be removed from the calculation of the Service Fee with effect from the date of such cessation.
- 3.3 In each of paragraphs 3.1(a), (b) and 3.2, the relevant element of the Product Fee and/or Service Fee (as applicable) shall be calculated in accordance with the methodology set out in Schedules 5 and/or 6 (as applicable).

Schedule 4

Dispute Resolution Procedure

1 Definitions

Agreement Manager means, for each party, the person named in Part 4 of this Schedule, subject to the provisions of Part 3 of this Schedule; and

2 Dispute Resolution

- 2.1 Where any dispute, difference or question between CLG and Ordnance Survey arising out of or in connection with this agreement (a **Matter**) cannot be resolved between the CLG Agreement Manager and the Ordnance Survey Agreement Manager either of them shall be entitled, by written notice to the other, to refer the Matter to a senior representative of CLG and of Ordnance Survey in accordance with paragraph 2.2 below.
- 2.2 Where a notice of referral has been given pursuant to paragraph 2.1 a senior representative of CLG (Grade 5 or above or a director or a person of equivalent authority) and a senior representative of Ordnance Survey (a director or a person of equivalent authority) (each a **Senior Representative**) shall meet within fifteen (15) Working Days from, but excluding, the date when the recipient receives the notice of referral, to endeavour to resolve the Matter. Each Senior Representative may be accompanied to such meeting by such other person or persons (not to exceed three) as that Senior Representative considers appropriate. Where the parties agree, the Senior Representatives shall not have had direct operational involvement in the Matter and shall not have had direct involvement in any previous negotiations in relation to the Matter.
- 2.3 Where the Senior Representatives are able to agree a resolution to the Matter, the Senior Representatives shall arrange for that agreement to be recorded in writing and the agreed written resolution shall be binding upon CLG and Ordnance Survey.
- 2.4 Where the Senior Representatives are unable to agree a resolution to the

Matter within ten (10) Working Days either party (the **Requestor**) may request that the other party (the **Recipient**) enters into a process of mediation or early neutral evaluation in a further effort to resolve the Matter (a **Request**). Any Request shall:

- (a) be made in writing;
- (b) specify which of the two processes the Requestor wishes to use; and
- (c) propose in outline the procedure to be adopted for the specified process, including provision as to timing, sharing of costs and volume of documentation, having regard to the sum in issue and the complexity of the Matter.

2.5 The Recipient shall, within fifteen (15) Working Days from, but excluding, the date it receives the Request:

- (a) determine whether it considers it appropriate to use the specified process in an effort to resolve the Matter; and
- (b) send written notice of its determination to the Requestor. If the Recipient's determination is that it does not consider it appropriate to use the specified process, the Recipient shall give in its written notice brief reasons for that determination.

2.6 If the Recipient's determination pursuant to paragraph 2.5 is that it is appropriate to use the specified process, the written notice sent pursuant to paragraph 2.5 shall:

- (a) state which, if any, of the Requestor's outline proposals for the procedure are acceptable to the Recipient; and
- (b) to the extent that the Recipient is unable to agree to such outline proposals, state its outline proposals in respect of the procedure, having regard to the sum in issue and the complexity of the Matter. Such written notice may also contain proposals as to any matter that the Recipient considers ought to have been dealt with in the outline proposals in the Request, but that were not so dealt with.

2.7 Where the Recipient's determination under paragraph 2.5 is that it is appropriate to use the specified process, CLG and Ordnance Survey shall use

reasonable endeavours to conclude an agreement to operate the specified process.

3 Agreement Managers

- 3.1 Each party appoints the persons named in Part 4 of this Schedule (Agreement Managers) as its Agreement Manager. The Agreement Managers shall have the authority to act on behalf of their respective party on the matters set out in, or in connection with this agreement. Either party may, by further written notice to the other party, amend the authority of its Agreement Manager or appoint a new Agreement Manager.
- 3.2 The respective Agreement Managers shall be sufficiently senior within the organisation of the appointing party, and granted sufficient authority by that party, to ensure full cooperation in relation to the operation and management of this agreement.
- 3.3 An Agreement Manager may appoint deputies at any time to act on their behalf and shall notify the other party's Agreement Manager in writing as soon as reasonably practicable of any such appointment, and any reference in this agreement to the CLG Agreement Manager or the Ordnance Survey Agreement Manager shall include such an authorised deputy.

4 Appointed Agreement Managers

4.1 Ordnance Survey Agreement Manager:

[REDACTED]

Ordnance Survey
Romsey Road
Southampton
SO16 4GU

Tel:

Mobile:

Email:

4.2 CLG Agreement Manager:

Geographic and Statistical Evidence (GSE)

Communities and Local Government

Eland House

Bressenden Place

London SW1E 5DU

Tel:

Mobile

Email:

Schedule 5

Product Fee Methodology

1 Basis of the Product Fee

- 1.1 Ordnance Survey has used all reasonable endeavours, including using external advisers, to verify that the Product Fee to be paid by CLG is a sum which properly represents the commercial price of making the Products available for free at the point of use.
- 1.2 Ordnance Survey has an ongoing obligation throughout the agreement to ensure the Products are maintained in accordance with Ordnance Survey's data currency and accuracy standards for the capture of real world change and to enable ongoing compliance of the publication frequency.
- 1.3 The Product Fee is calculated with reference to:
 - revenue that Ordnance Survey has projected that it will no longer be able to generate from licensing the Products in the manner it did prior to the Commencement Date;
 - the impact on revenue that Ordnance Survey has projected that it will suffer due to customers electing to license Products available free at the point of use rather than products for which they would be required to pay a licence fee;
 - costs of payments to third parties in respect of data included in Products which are licensed or otherwise acquired from such third parties (including, for the avoidance of doubt, payment to Royal Mail in relation to its data included in Code-Point® Open).

2 Calculation of the Product Fee

- 2.1 The Product Fee is calculated based on the total of the revenue foregone and costs described in paragraph 1.3 over the Term, deducting the avoidable costs in Year 1 defined in Schedule 6 over the Term. The total result over the Term is converted into an equivalent fixed annual fee in order to derive the annual Product Fee to represent the fee for access to the Products.

2.2 The annual Product Fee over the Term is therefore £15,936,000.00, calculated as:

- revenue foregone over the Term smoothed to an annual payment of £16,018,000.00;
- *plus* annual payments to third parties over the Term of £2,450,000.00;
- *deduct* annual avoidable costs to Ordnance Survey of £2,532,000.00, calculated as Year 1 avoidable cost of £2,532,000.00.

Schedule 6

Service Fee Methodology

1 Basis of the Service Fee

- 1.1 Ordnance Survey has used all reasonable endeavours, including using external advisers, to verify that the Service Fee to be paid by CLG is a sum which properly represents the costs which Ordnance Survey is likely to incur.
- 1.2 The Service Fee is an annual charge for the Services, including the provision of on-line Services and Hard Media fulfilment to enable public access to the Products. The Specification for these services is set out in Schedule 1.
- 1.3 The Service Fee is calculated using the methodology below. An annual efficiency factor of 0.975 and an inflation factor are each applied to this calculation.
- 1.4 The Service Fee is the sum of the following elements:
 - **Avoidable costs** of the Services, being the element of the existing cost base which Ordnance Survey would no longer incur in the long run if the Services cease. Avoidable costs include directly variable costs and a share of common costs using an equi-proportional mark-up method.
 - **Incremental supply costs**, being the additional costs which Ordnance Survey incurs as a result of the decision to make the Products available free at the point of use. These costs include the provision of the Services, including the maintenance of the OS OpenData web portal, estimates of postage and Hard Media, additional helpdesk, audit and administration.
 - **Transition costs**, being the one-off direct and opportunity costs which Ordnance Survey incurs as a result of the decision to make the Products available free at the point of use. These costs include development of the web portal, amendments to existing business systems, launch communications, legal and consulting fees, and senior staff time. The transition costs are amortised equally over the first seven (7) Years of the Term.

2 Calculation of Service Fee

2.1 The Service Fee for Year 1 is £4,064,000.00, calculated as:

- Avoidable costs £2,532,000.00;
- Incremental supply costs £975,000.00;
- Transition costs £557,000.00 (ie the first 12 months amortisation of the total transition costs of £3,900,000.00).

2.2 In Years subsequent to Year 1 the Service Fee will be calculated using the following formula:

$$SF_{\text{new}} = (A - T^P) \times 0.975 \times (1 + I) + T$$

where:

SF_{new} is the Service Fee for the Year in question.

A is the prior year's Service Fee.

I is the inflation factor, being RPIX as defined in paragraph 4 below and calculated using the figure for September in the prior year, expressed as a decimal.

T is a fixed sum of £557,000 in respect of Transition Costs, provided that T shall be zero in Years 8, 9 and 10.

T^P is the value of T in the previous Year

3 Hard Media

3.1 Anticipated volumes of Hard Media supply are estimated to result in incremental expenditure by Ordnance Survey of £200,000.00 per annum. To the extent that such volumes and/or costs are exceeded, CLG shall, subject to paragraph 3.2 below, reimburse Ordnance Survey in respect of all its costs attributable to such excess (the "Hard Media Excess Costs"), such costs to be set out in a report (accompanied by an invoice) provided by Ordnance Survey within sixty (60) days of the end of each Year, and payable by CLG within 30 days of submission of such report.

- 3.2 To the extent that, for any Year, the sum of the Hard Media Excess Costs, the Product Fee and the Service Fee (for the purposes of this paragraph 3.2 only, the "Total Costs") exceeds £20 million, CLG shall be entitled to refuse to reimburse Ordnance Survey for such Hard Media Excess Costs. If, in Ordnance Survey's reasonable opinion, the Total Costs for any current Year are likely to exceed £20 million for such Year, Ordnance Survey shall be entitled forthwith to cease supply of Hard Media internationally and, if necessary, within the United Kingdom (or, in Ordnance Survey's discretion, to charge the end user for the postage applicable to such supply). Prior to taking any such action, Ordnance Survey shall inform CLG in writing of its intention.
- 3.3 CLG shall have a right of access at all reasonable times to such documents as it may require which are owned, held or otherwise within the control of Ordnance Survey which relate to the costs of the supply of Hard Media (including costs relating to postage and packing thereof) and Ordnance Survey shall provide to CLG such assistance and such oral and/or written information and explanation as may be required in relation thereto, solely for the purposes of auditing the report provided by Ordnance Survey pursuant to paragraph 3.1 above.

4 Definitions

RPIX means the index published monthly by the Office for National Statistics in table RP05 (All Items Retail Price Index (RPI) excluding Mortgage Interest Payments (RPIX)) or failing such publication such other index or adjustments to the Index as the Parties may agree in writing.

Schedule 7

User Group Terms of Reference

CLG's objectives in agreeing the initial scope and any subsequent variations to the specification of the Products and Services is to make a range of data sets including topographic mapping at medium and low scales, geographic names, postcodes, streets, and administrative boundaries available for free use and commercial re-use by all.

To ensure the Products remain relevant and continue to fulfil the objectives, it is envisaged that the Products will be reviewed periodically by a group of experts appointed by CLG Ministers (who shall consult with and take into account the views of Ordnance Survey as to the individuals who shall be appointed to the group) (**User Group**). The User Group will review Ordnance Survey service delivery and end user usage levels quarterly. The User Group will periodically review the continued suitability of the specification and delivery mechanisms for the Products in meeting Government's objectives and in light of continued developments and innovations in the market place. The User Group will make recommendations to CLG Ministers for changes in scope or specification. CLG will agree the terms of any changes with Ordnance Survey in accordance with the agreement.

The Products and Services are derived from Ordnance Survey's data capture and information processing business processes and IT systems. The business processes and systems and capture mechanisms also support Ordnance Survey's other commercial and competitive products, and in many instances are part of an integrated business model. As a result, changes in business processes and IT systems may be required to enable Ordnance Survey to maintain the market leading brand and product portfolio it has established, and these changes may result in changes to the Products and Services.

CLG accepts this is a natural part of Ordnance Survey's business model, and results from Ordnance Survey's presence in fast moving and competitive consumer and technology led markets. CLG and the User Group will work with Ordnance Survey to agree product and service substitutions proposed by Ordnance Survey, including consulting on material changes proposed by Ordnance Survey, such that:

- a) Ordnance Survey is able to maintain an efficient and competitive business model, business processes and IT systems; and
- b) CLG is able to maintain the Products as a substantial, relevant and reliable set of products and services to provide topographic mapping at medium and low scales, geographic names, postcodes, streets, and administrative boundaries available for free use and commercial re-use by all.

In proposing and agreeing to such changes, Ordnance Survey and CLG will give due consideration to:

- c) Government's objectives to make the Products and Services available for free; and
- d) Government's objective that Ordnance Survey and others, including private sector businesses and developers, will innovate around these Products and Services to add further value and thereby to deliver increased social and economic welfare for citizens and the UK economy.

Schedule 8

Licence Principles

Government's requirements are for the Products to be made available under a licence that:

- a) is consistent with Creative Commons
- b) is interoperable with the licence on data.gov.uk
- c) facilitates full and unfettered use and re-use of data sets by all parties for private and commercial use and re-use.