

**DATED** **2010**

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**The Secretary of State for Business, Innovation and Skills,  
acting through Ordnance Survey** **(1)**

**and**

**The Secretary of State for Business, Innovation and Skills** **(2)**

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**AGREEMENT**

**concerning the provision of mapping data to  
the public sector by Ordnance Survey**

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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 Explorer House, Adanac Drive, SOUTHAMPTON, United Kingdom, SO16 0AS (“**Ordnance Survey**”); and
- (2) **THE SECRETARY OF STATE FOR BUSINESS, INNOVATION AND SKILLS**, whose office is located at 1 Victoria Street, LONDON, SW1H 0ET (“**BIS**”).

**WHEREAS:**

- (A) Ordnance Survey is the national mapping agency of Great Britain and is a Crown body, government executive agency and trading fund.
- (B) BIS is a Crown body, responsible for the exercise of statutory and other functions.
- (C) Government has determined to enter into a relationship with Ordnance Survey to provide digital data and services to Government which will be made available for use by the whole public sector in England and Wales free at the point of use.
- (D) BIS now agrees to pay, and Ordnance Survey agrees to make available certain digital data and services, each as specified in this Agreement.
- (E) The parties acknowledge that this Agreement is intended to deliver significant efficiency savings and improvements in public service delivery for the benefit of UK citizens and businesses, in particular by:
  - (a) encouraging and enabling wider use by the public sector and development of geographic information to ensure the public sector’s current and future requirements are met, including fostering best practice and innovation in the use of geographic information by the public sector;
  - (b) increasing the public sector’s access to, and use of, Ordnance Survey’s definitive national geographic data, and data derived from it;
  - (c) establishing an effective and collaborative relationship, focussed on realising the public sector’s strategic objectives, between those parts of the public sector that require geographic data and Ordnance Survey; and

- (d) delivering increasing value for money to the public sector by encouraging the effective use of geographic information to drive efficiency and by establishing a strategic and efficient relationship with the Ordnance Survey.
- (F) The parties further acknowledge that this Agreement concerns the supply and licensing of nationally consistent high-quality data to the public sector that Ordnance Survey, as the national mapping agency, is uniquely positioned to provide. The public sector and the wider economy also benefit from a broad range of value-added services and specialised data provided by the private sector. Public sector customers will continue to require these services so it is important that this market is encouraged to thrive. It is intended that this Agreement will provide a platform on which private sector suppliers can build their products, solutions and services in order to help the public sector achieve its strategic objectives.

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:

<b>Additional Public Bodies</b>	means any bodies which the parties agree from time to time are to be treated as Eligible Bodies, including, at the date of this Agreement, those bodies listed in Schedule 8;
<b>AddressBase Datasets</b>	means AddressBase, AddressBase Plus and AddressBase Premium;
<b>Agreement Manager</b>	means, for each party, the person named in Schedule 6 (Agreement Managers), subject to the provisions of Clause 11;
<b>Annual Fee</b>	has the meaning ascribed thereto in paragraph 1 of Schedule 3 (Payment Provisions);
<b>Change Only Updates</b>	means the provision to Members (who have been supplied with such Dataset previously) of only that Geographic Information in the Dataset which has been created, edited or deleted since the date that Dataset was last updated;
<b>Commencement Date</b>	means 1 April 2011;

<b>Confidential Information</b>	means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, information in or relating to the Data), 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 <b>Confidential</b> means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);
<b>Consequential Loss</b>	means any of the following: <ul style="list-style-type: none"> <li>(a) loss of profit;</li> <li>(b) loss of revenue;</li> <li>(c) loss of use of any asset;</li> <li>(d) loss of productivity or production;</li> <li>(e) loss of goodwill or reputation; or</li> <li>(f) any indirect or consequential loss;</li> </ul>
<b>Data</b>	means the Ordnance Survey products in digital form listed in Part 1 of Schedule 1 (Specification), as may be amended and/or updated from time to time in accordance with this Agreement;
<b>Dataset</b>	means any one of the products in digital form listed in Part 1 of Schedule 1 (Specification), as may be amended and/or updated from time to time in accordance with this Agreement;
<b>Dataset Specification</b>	means the specification made available via the Ordnance Survey website and the OS OpenData website as at the date of signature of this Agreement, for those Datasets listed in Parts A and B of Part 1 of Schedule 1

(Specification) respectively, subject to any exceptions to such published specification as are set out in Schedule 1 (Specification);

**Digimap for Schools Agreement** means the agreement between Ordnance Survey and JISC Content Procurement Company Limited, with an effective date of 21 June 2010;

**Digimap Mapstream Agreement** means the agreement between Ordnance Survey and EDINA (the national datacentre which is part of the University of Edinburgh), which is intended to come into effect on 1 August 2010;

**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 from time to time;

**Discovery Level Metadata** has the meaning ascribed to such term in Ordnance Survey's policy (to be published prior to the Commencement Date) on this subject;

**Download Service** means a service provided by Ordnance Survey enabling the downloading by Members of Data pursuant to Part 3 of Schedule 1 (Specification).

**Eligible Body** means

- (a) a body which falls within the definition of "contracting authority" in Regulation 3 of the Public Contracts Regulations 2006, excluding (i) the Excluded Bodies, and (ii) any Infrastructure Body, and
- (b) any Additional Public Bodies;

**Employee Liabilities** means, in relation to an employee, any costs and/or liabilities arising out of or in connection with the employment of that employee or the termination of such employment including, without limitation, any contractual entitlements in respect of salary, wages, or other emoluments, employer's national insurance contributions, pay as you earn tax deductions, pension contributions or payments and any settlements, awards,

costs or penalties arising in connection with any dispute between that employee (or trades union representing that employee) and his/her employer and/or arising out of or in connection with the termination of employment of that employee;

**Error Report**

means any written (in an email, fax or letter) report or enquiry submitted by a Member to Ordnance Survey in accordance with this Agreement concerning any inability of a Member fully to utilise any Data supplied under this Agreement, including for example:

- the Data does not appear to do what is expected;
- not receiving the correct Dataset and/or geographical extent requested;
- the supply of damaged/defective media or corrupt Data
- possible missing Data;
- possible missing features; or
- possible incorrect features in the Data;

**Excluded Bodies**

means the following entities: any body whose geographic remit is wholly or mainly in Scotland and/or Northern Ireland, and any other body as may be agreed by the parties from time to time;

**Formats**

means those formats set out in Part 2 of Schedule 1 (Specification);

**Geographic Information**

means information about objects or physical features that are associated with locations on the Earth's surface including but not limited to their location, identification and description;

**GI Group**

means the group established by BIS, as constituted in accordance with Schedule 5;

<b>GLA Agreement</b>	means the Licence Agreement for Mapping and/or Data Products and/or other Services dated 1 April 2005 between Ordnance Survey, the Greater London Authority, the London Development Agency and Transport for London;
<b>Infrastructure Body</b>	means a body which falls within the definition of “utility” in Regulation 2 of the Utilities Contracts Regulations 2006 and any other entity as may be agreed by Ordnance Survey and BIS as being a utility from time to time;
<b>IPR</b>	means copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them;
<b>Legislation</b>	means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;
<b>Legislation Change</b>	means a change in the Legislation;
<b>Licence Terms</b>	means the terms set out in Schedule 2 (Licence Terms), being the terms under which Ordnance Survey will license the Data to Members;
<b>Member</b>	means an Eligible Body which has entered into a Member Licence;
<b>Member Licence</b>	means a licence entered into between an Eligible Body and Ordnance Survey on the Licence Terms;
<b>MSA</b>	means the Agreement for the Provision of Mapping Services between Local Government Information House and Ordnance Survey, with an effective date of 1 April 2005;
<b>NHS Digital Mapping Agreement</b>	means the NHS Digital Mapping Agreement between the NHS Information Centre for Health and Social Care and Dotted Eyes Limited with an effective date of 30 April



2008;

<b>OS OpenData Commercial Agreement</b>	means the Agreement concerning the provision of mapping data (OS OpenData) to the public by Ordnance Survey between the parties and dated 30 March 2010;
<b>OS OpenData Datasets</b>	means those Datasets set out in Part B of Part 1 of Schedule 1 (Specification);
<b>PGA</b>	means the Pan Government Agreement for the provision of geographic data between the Secretary of State for Communities and Local Government, acting through the Department for Communities and Local Government and Ordnance Survey, which commenced on 1 April 2009 and was terminated as of 1 April 2011;
<b>Physical Media Service</b>	means the supply of Data by Ordnance Survey to Members as described in Part 3 of Schedule 1 (Specification);
<b>Quarterly Report</b>	means the report to be provided by Ordnance Survey in accordance with Clause 11.4;
<b>RPIX</b>	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;
<b>Schools</b>	means any state, public or independent school in England or Wales which is properly authorised as a School by the Department for Education (or its successor) and has a unique DCSF Reference Number (or its Department for Education equivalent). For the avoidance of doubt, Academies funded by the Department for Education (or its successor) also qualify as a School but European schools and further education institutions are not included in the definition of Schools;
<b>Service Levels</b>	means those Service Levels set out in Part 5 of Schedule 1 (Specification);
<b>Services</b>	means the Supply Services and the Support Services, each as set out in the Specification;

<b>Specification</b>	means the specification set out in Schedule 1 (Specification);
<b>Supply Services</b>	are the services described in Part 3 of Schedule 1 (Specification);
<b>Support Services</b>	has the meaning ascribed thereto in Part 4 of Schedule 1 (Specification);
<b>Teachers Training Establishment</b>	means an institution in England or Wales accredited as a provider of teacher training courses by the Training and Development Agency for Schools or by the Higher Education Funding Council for Wales, or their successors;
<b>Term</b>	means ten (10) Years commencing on the Commencement Date;
<b>Tier 1 Members</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) Members who were supplied with Ordnance Survey data under the PGA or the MSA or the GLA Agreement, or who were signatories to the NHS Digital Mapping Agreement,</li> <li>(b) Members who are both (i) supplied with GB, national or regional coverage, and (ii) whose remit is GB, national or regional, and</li> <li>(c) any other Member as may be agreed by the parties from time to time,</li> </ul> <p>save only that the total number of such Tier 1 Members shall not exceed 1500;</p>
<b>Tier 2 Members</b>	means any Member who is not a Tier 1 Member;
<b>Updates</b>	means a supply to Members of Data which has been changed or modified or the addition to existing or known information;
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England or Wales, save only that where referred to in Schedule 1 (Specification), Working Days shall, in addition, exclude Ordnance Survey privilege holidays;

**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.

## **2 Ordnance Survey's Obligations**

- 2.1 Subject to Clause 2.3, Ordnance Survey shall, with effect from the Commencement Date, make the Data available to Eligible Bodies on such Eligible Bodies entering into the Licence Terms. Ordnance Survey shall provide Eligible Bodies with a facility enabling them to click accept the Licence Terms.
- 2.2 Ordnance Survey shall use its reasonable endeavours to make the AddressBase Datasets available under the Member Licence set out in Part B of Schedule 2 (Licence Terms), on or before 1 October 2011. BIS shall use all reasonable endeavours to assist Ordnance Survey, and shall cooperate with all reasonable requests for such assistance by Ordnance Survey, in relation to the proposed creation of the AddressBase Datasets.
- 2.3 Ordnance Survey shall be entitled to cease making Data (or, for the avoidance of doubt, any part of such Data) available with immediate effect, where rights or data in such Data (or, for the avoidance of doubt, any part of such Data) are 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 Data 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.

### **3 Property in Data**

- 3.1 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the IPR in the Data and Services provided by Ordnance Survey under this Agreement. All Data licensed under this Agreement and/or the Member Licences remain the property of the Crown (or, where applicable, Ordnance Survey's suppliers) and any Member's use or possession of any Data does not give it ownership of the Data.

### **4 Payment**

- 4.1 BIS shall pay the Annual Fee to Ordnance Survey in accordance with this Clause 4 and Schedule 3 (Payment Provisions). The parties acknowledge that the Annual Fee properly represents the commercial price of the provision of Data and Services in accordance with this Agreement.
- 4.2 All sums payable by BIS pursuant to Clause 4.1 and Schedule 3 (Payment Provisions) are exclusive of VAT. BIS will pay VAT and any other applicable taxes at the rate prevailing at the date of invoice.
- 4.3 Payment shall be made without deduction or set off. Ordnance Survey reserves the right to charge interest at two per cent (2%) per annum above the base rate of National Westminster Bank plc, calculated and applied daily on any outstanding balances until payment is received.
- 4.4 The parties acknowledge that the Annual Fee includes an amount in relation to the licensing of Schools and Teachers Training Establishments, notwithstanding that Schools and Teachers Training Establishments shall not, in themselves, be Eligible Bodies (nor therefore capable of being Members), but shall instead be licensed pursuant to the Digimap for Schools Agreement or the Digimap Mapstream Agreement, or such other agreement as replaces either of such agreements from time to time.

### **5 Liability**

- 5.1 Subject to Clause 5.4, 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 5.4, neither party shall have a claim against the other for any misrepresentation.
- 5.3 Subject to Clause 5.4, BIS 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 any use of OS OpenData Datasets by Members or third parties, provided that this indemnity 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.
- 5.4 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.
- 5.5 Subject to Clause 5.4, Ordnance Survey's annual liability in any Year (or, in relation to the period prior to the Commencement Date, such period) in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall not include Consequential Loss and shall in no event exceed an amount equal to ten per cent (10 %) of the Annual Fee paid or payable for such Year (or such period).
- 5.6 Subject to Clause 5.4, BIS's annual liability:
- (a) in respect of the indemnity in Clause 6 shall be unlimited;
  - (b) in relation to any termination pursuant to Clause 17.4 shall not exceed the Annual Fee for the Year in which such termination takes effect; and
  - (c) in any Year (or, in relation to the period prior to the Commencement Date, such period) in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall not include Consequential Loss and shall in no event exceed an amount equal to ten per cent (10%) of the Annual Fee paid or payable for such Year (or such period),

provided that nothing in this Clause 5.6 shall limit BIS's liability in relation to payment of the Annual Fee (and any interest thereon).

## **6 TUPE**

- 6.1 BIS will indemnify Ordnance Survey against any Employee Liabilities incurred or suffered by Ordnance Survey in relation to any claim made at any time by any person who claims to have become an employee of or have rights against Ordnance Survey by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 including any Employee Liabilities arising out of any dismissal carried out within three (3) months of the transfer of that person to Ordnance Survey or within three (3) months of Ordnance Survey being aware of that transfer or alleged transfer.

## **7 Duration**

- 7.1 Subject to Clause 7.3, 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 varied by the parties on mutual agreement. It is envisaged that, between the end of Year 7 and the end of Year 8, the parties will enter into discussions with a view to extending the Term of this Agreement by a period of five or ten years.
- 7.3 The following provisions shall come into effect on the date of signature hereof: Clauses 1, 2.2, 3, 5, 6, 7, 8.3, 9, 10, 12, 13.3 and 14 to 19.

## **8 Termination**

- 8.1 Either party may terminate this Agreement by giving at least twelve (12) months' written notice to the other party in the following circumstances:
- (a) the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy; or
  - (b) the other party 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 Notwithstanding Clause 8.1, Ordnance Survey may terminate this Agreement by giving at least thirty (30) days' written notice to BIS where any sum

payable under this Agreement is not paid within ninety (90) days of its due date for payment in accordance with this Agreement.

**8.3** Ordnance Survey may terminate this Agreement (in relation only to those parts of this Agreement affected by the loss) on at least one week's notice (where reasonably practicable) in the event that Ordnance Survey loses the right to administer Crown Copyright (as defined in section 163 of the Copyright, Designs and Patents Act 1988) in respect of all or any part of the Data.

**8.4** Either party may terminate this Agreement for any reason by giving at least twelve (12) months' written notice to the other party, which notice:

- (a) must expire on an anniversary of the Commencement Date, and
- (b) may not be effective prior to the end of Year 7.

## **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) the obligation to pay the Annual Fee shall cease and, for the avoidance of doubt, Ordnance Survey shall refund BIS in respect of any part of the Annual Fee which has been paid by BIS and which relates to any unelapsed period, except to the extent that OS has incurred any costs in providing the Services which are not able to be avoided (including, for the avoidance of doubt, any one-off costs (to the extent they have not been amortised as at the date of termination) such as development of the supply platform and amendments to existing business systems);
- (c) those provisions of this Agreement which expressly or by their nature are intended to survive the expiry or termination of this Agreement shall so survive, including for the avoidance of doubt Clauses 1, 5, 6, 9, 14, 15 and 19; and
- (d) BIS shall use its reasonable endeavours to procure that Members comply with their obligations on termination of their Member Licences in relation to the return or destruction of data.

- 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 **Variation**

- 10.1 Subject to Clause 10.3 and Schedule 7 (Changes to Agreement), 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 Subject to Clause 10.3 and Schedule 7 (Changes to Agreement), BIS and Ordnance Survey will take into account the views of the GI Group in agreeing any variation.

- 10.3 The parties will comply with Schedules 5 (GI Group Principles) and 7 (Changes to Agreement).

- 10.4 Notwithstanding Clauses 10.1 to 10.3, Ordnance Survey has the right to make changes to the Agreement or the Member Licences, including to the Data and/or the Services, where such changes are:

- (a) necessary to comply with a Legislation Change or the requests or requirements of any third party from whom any rights or data in such Data are sourced provided that, where practicable, Ordnance Survey has served BIS with a minimum of six months' written notice of such changes, such notice not to be served prior to the first anniversary of the Commencement Date, and provided that Ordnance Survey consults with BIS in relation to such changes during such period, or
- (b) changes relating to the OS OpenData Datasets and are made in accordance with the OS OpenData Commercial Agreement.

BIS may terminate the affected part of this Agreement with immediate effect within five (5) Working Days of the expiry of such notice period if it deems (acting reasonably) that such changes to the Data and/or the Services are unacceptable. In relation to any Legislation Change only, if the Legislation Change was reasonably foreseeable by Ordnance Survey as at the date of this Agreement, Ordnance Survey is not entitled to make any changes to the Annual Fee due to the implementation of such a change. For the avoidance of doubt, Clauses 10.1 to 10.3 are subject to this Clause 10.4.



- 10.5** The Member Licence set out in Part B of Schedule 2 (Licence Terms) defines “Standard Form Contractor Licence” and “End User Licence” by reference to documents made available on the Ordnance Survey website. Such documents shall be in the form set out in Schedules 9 and 10 hereof, respectively. For the avoidance of doubt, any change to such documents shall be subject to the provisions of Clauses 10.1 to 10.4.

**11** **Management of Agreement**

- 11.1** Each party appoints the persons named in Schedule 6 (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 and the Member Licences. Either party may, by further written notice to the other party, amend the authority of its Agreement Manager or appoint a new Agreement Manager.
- 11.2** 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 and the Member Licences.
- 11.3** 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 BIS Agreement Manager or the Ordnance Survey Agreement Manager shall include such an authorised deputy.
- 11.4** Ordnance Survey shall keep BIS and the GI Group regularly informed by way of a written report every three months (to be dispatched by Ordnance Survey within twenty (20) Working Days of the end of each three month period) of the progress and development of the Data and the levels and types of Data and Services provided, together with a summary of Ordnance Survey's performance under the Agreement, to enable BIS and the GI Group to monitor the progress of the Agreement. Periodically this report will also feature overall trends of Members' emerging requirements to assist the parties in any consideration of potential developments in and/or changes to the Data.

## **12     Warranties**

### **12.1     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;
- (b)     it has and, throughout the Term, shall continue to have all necessary rights in and to the Data or any other materials made available by Ordnance Survey and/or its sub-contractors to BIS as are necessary to perform Ordnance Survey's obligations under this Agreement. For the avoidance of doubt, this Clause 12.1(b) is subject to Clause 2.3; and
- (c)     it is able to grant licences on the Licence Terms.

### **12.2     BIS 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.

## **13     Competition law issues**

**13.1**     The parties recognise the need to comply with relevant competition law, including provisions of the Competition Act 1998 and the EC Treaty. In particular, to the extent that sections 18 and 19 of the Competition Act 1998 and/or Article 82 of the EC Treaty apply, the parties recognise that Ordnance Survey is obliged not to discriminate between competing service providers if that discrimination places a service provider at a competitive disadvantage, unless such discrimination is objectively justifiable (for example, by differences in the cost to Ordnance Survey of supplying the service providers involved).

- 13.2** The Licence Terms include provisions enabling Ordnance Survey and Members to identify circumstances in which a proposed use of the Data by a Member is likely to constitute an activity which competes with an activity of a third party and, where necessary, to amend a proposed activity or to enter a separate appropriate licence.
- 13.3** The parties to this Agreement agree to co-operate in good faith, where appropriate, to assist in resolving competition law issues, while recognising that the relevant Member Licence provides the primary mechanism for doing so. Whilst the parties agree to use reasonable endeavours to resolve competition law or other regulatory issues under the mechanism in the relevant Member Licence, the parties recognise that Ordnance Survey may remain subject to third party claims in relation to competition law or subject to regulatory action that may be taken by bodies such as the Office of Fair Trading and the Office of Public Sector Information, and that ultimately Ordnance Survey may determine in its absolute discretion how to resolve competition law or other regulatory issues which result, or which Ordnance Survey considers are likely to result in such third party action.

#### **14 Confidentiality**

- 14.1** 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.
- 14.2** The obligations of confidentiality in this Clause 14 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 date of this Agreement; 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.

**15 Freedom of Information**

- 15.1** Each party acknowledges that the other may receive Disclosure Requests.
- 15.2** 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.
- 15.3** The decision of the Consulting Party regarding anything in this Clause 15 shall be final and conclusive and shall not be subject to Clause 16.

**16 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 (Dispute Resolution Procedure).

**17 General**

- 17.1** 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.

- 17.2** 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.
- 17.3** 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.
- 17.4** In the event that this Agreement is declared ineffective pursuant to a challenge brought under or pursuant to the Public Contracts Regulations 2006, such declaration shall be deemed to be a termination by Ordnance Survey (which shall be deemed to have given the requisite notice) resulting from an irremediable breach by BIS. For the avoidance of doubt, the losses and liabilities in respect of which BIS shall be liable to reimburse Ordnance Survey shall include, but not be limited to, (a) any one-off costs associated with this Agreement such as development of the supply platform and amendments to existing business systems, (b) the difference between the Annual Fees and any revenue which Ordnance Survey secures from licensing public sector bodies under any agreements which replace this Agreement and the Member Licences, and (c) reasonable legal costs associated with any such challenge under the Public Contracts Regulations 2006, provided that BIS's liability to reimburse Ordnance Survey on a declaration of ineffectiveness pursuant to such a challenge shall not exceed the cap referred to in Clause 5.6(b).

**18** **Assignment and transfer**

- 18.1** Ordnance Survey shall be entitled to assign, transfer, delegate or novate the benefits and obligations of this Agreement to a government body to which Ordnance Survey's activities and functions have been transferred.

**18.2** Other than as provided in Clause 18.1, neither party shall be entitled to assign, transfer, delegate or novate this Agreement, nor any of its rights and/or obligations under it.

**19 Jurisdiction and Governing Law**

**19.1** This Agreement will be construed in accordance with English law. This Agreement is an intra-governmental agreement between two Crown bodies 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 Business, Innovation and Skills, acting through Ordnance Survey**

Signed for and on behalf of **The Secretary of State for Business, Innovation and Skills**

<b>Signature</b> .....	<b>Signature</b> .....
<b>Name</b> .....	<b>Name</b> .....
<b>Title</b> .....	<b>Title</b> .....
<b>Date</b> .....	<b>Date</b> .....

## **Schedule 1**

### **Specification**

#### **Part 1 - Data**

Each of the Datasets listed below will comply with the Dataset Specification for such Dataset. The exceptions to the specification published on the Ordnance Survey website and the OS OpenData website are as follows:

- the formats in which each Dataset will be available are as set out in Part 2 and paragraph 1 of Part 3 of this Schedule 1 (Specification);
- the OS OpenData Datasets will be available as pre-defined areas as detailed in Table 2 below;
- the publication schedule for each new edition of the OS OpenData Datasets will be as set out in Table 2 below; and
- on the date on which the AddressBase Datasets are first made available under the Member Licence, they will not include any coverage of Scotland. Ordnance Survey will use its reasonable endeavours to provide such coverage on or before 1 April 2012.

For the avoidance of doubt, to the extent that the published specification for any Dataset is inconsistent with Tables 1 or 2 in any way, Tables 1 and 2 shall have precedence.

#### **Part A - Core OS Datasets**

OS MasterMap® Topography Layer

OS MasterMap® Integrated Transport Network™ (ITN) Layer Road Routing Information (RRI) Theme and Urban Paths Theme

ADDRESS-POINT®<sup>1</sup>

OS MasterMap® Address Layer<sup>1</sup>

OS MasterMap® Address Layer 2<sup>1</sup>

National Land and Property Gazetteer<sup>1</sup>

1:10 000 Scale Raster<sup>2</sup>

OS VectorMap™ Local

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

Code-Point®

Code-Point® with polygons

AddressBase™<sup>3</sup>

AddressBase™ Plus<sup>3</sup>

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<sup>1</sup> These Datasets will, with effect from the date on which the AddressBase Datasets include coverage of Scotland (the "AddressBase Date"), only be licensed for a further two years from the AddressBase Date.

<sup>2</sup> 1:10 000 Scale Raster will be licensed (on a dual-running basis) until 31 March 2013 only, to assist with migration to OS VectorMap Local.

<sup>3</sup> Ordnance Survey will use its reasonable endeavours to make the AddressBase Datasets available on or before 1 October 2011. However, the parties acknowledge that this is subject to the cooperation of third parties and the agreement of any amendment to this Agreement required by Ordnance Survey (including, in particular, to the Member Licence set out at Part B of Schedule 2).

AddressBase™ Premium<sup>3</sup>

**Table 1 - Core OS Datasets Supply Extents and Publication Frequency**

OS Dataset	Supply Extent <sup>4</sup>	Publication frequency <sup>5</sup>	Months of publication
OS MasterMap® Topography Layer	User-Defined	6 weekly	As published on website
OS MasterMap® ITN Layer (Road Network)	User-Defined	6 weekly	As published on website
OS MasterMap® ITN RRI Theme	User-Defined	6 weekly	As published on website
OS MasterMap® ITN Urban Paths Theme	GB, England, Scotland or Wales (in each case, Urban Areas Only)	Quarterly	April, July, October, January
ADDRESS-POINT	GB, England, Scotland, Wales or GOR	3 monthly	February, May, August, November
OS MasterMap Address Layer	GB, England, Scotland, Wales or GOR or User-Defined	6 weekly	As published on website
OS MasterMap Address Layer 2	GB, England, Scotland, Wales or GOR or User-Defined	6 weekly	As published on website
National Land and Property Gazetteer	England, Wales, GOR or Local Authority Area <sup>6</sup>	6 weekly <sup>7</sup>	[tbc]
1:10 000 Scale Raster	5km grid squares	3 monthly	Staggered (linked to contract start date)
OS VectorMap™ Local	5km grid squares	3 monthly	Staggered (linked to contract start date)
1:25 000 Scale Raster	10km grid squares	6 monthly	May, Nov
1:50 000 Scale Raster	20km grid squares	Annual	June
Code-Point®	GB	3 monthly	Feb, May, Aug, Nov
Code-Point® with Polygons	GB	3 monthly	Jan, Apr, Jul, Oct
AddressBase™	GB, England,	6 weekly <sup>7</sup>	As published on

<sup>4</sup> Note that, notwithstanding that a Supply Extent may be listed in this Table as User-Defined (or where pre-defined extents are listed), it will, where it is supplied via the Download Service, only be supplied in 5km by 5km geo-chunks (as set out in paragraph 3.4 (a)).

<sup>5</sup> For the avoidance of doubt, Change Only Updates will only be available for those Datasets where specified in the relevant Dataset Specification.



	Scotland <sup>8</sup> , Wales or User-Defined		website
AddressBase <sup>TM</sup> Plus	GB, England, Scotland <sup>8</sup> , Wales or User-Defined	6 weekly <sup>7</sup>	As published on website
AddressBase <sup>TM</sup> Premium	GB, England, Scotland <sup>8</sup> , Wales or User-Defined	6 weekly <sup>7</sup>	As published on website

## Part B - OS OpenData Datasets

1:250 000 Scale Colour Raster

1:50 000 Scale Gazetteer

Boundary-Line<sup>TM</sup>

Land-Form PANORAMA<sup>®</sup>

Meridian<sup>TM</sup> 2

MiniScale<sup>®</sup>

OS Street View<sup>®</sup>

Strategi<sup>®</sup>

Code-Point<sup>®</sup> Open

OS Locator<sup>TM</sup>

OS VectorMap<sup>TM</sup> District

**Table 2 - OS OpenData Datasets Supply Extents and Publication Frequency**

OS OpenData Dataset	Supply Extent	Publication frequency	Months of publication
Miniscale <sup>®</sup>	GB only	12 monthly	January
1:250 000 Scale Colour Raster	GB only	12 monthly	June
OS Street View <sup>®</sup>	GB; England; Scotland; Wales; Grid Squares	6 monthly	April and October
Boundary-Line <sup>TM</sup>	GB only	6 monthly	May/June and October/November
1:50 000 Scale Gazetteer	GB only	12 monthly	June
Strategi <sup>®</sup>	GB only	12 monthly	January
Meridian <sup>TM</sup> 2	GB only	6 monthly	January and July
Land-Form PANORAMA <sup>®</sup>	GB only	Frozen set	N/A
Code-Point <sup>®</sup> Open	GB only	3 monthly	February, May, August, November
OS Locator <sup>TM</sup>	GB only	6 monthly	May and November
OS VectorMap <sup>TM</sup> District	GB; England; Scotland; Wales; Grid Squares	To be confirmed	March 2011

Part 2 - Formats

A - Core OS Datasets

Products	GML	ESRI Shapefile	MapInfo Mid/Mif	MapInfo TAB	TIFF (LZW Comp)	TIFF (Uncomp)	TIFF (Group 3 Comp)	TIFF (Group 4 Comp)	Bitmap (Uncomp)	CSV	NTF	Txt (pipe-limited)	TIFF (Packbits)
OS MasterMap® Topography Layer	Yes	x	x	x	x	x	x	x	x	x	x	x	x
OS MasterMap® Integrated Transport Network™ Layer with Road Routing Information and Urban Paths	Yes	x	x	x	x	x	x	x	x	x	x	x	x
ADDRESS-POINT	x	x	x	x	x	x	x	x	x	Yes	Yes	x	x
OS MasterMap Address Layer	Yes	x	x	x	x	x	x	x	x	x	x	x	x
OS MasterMap Address Layer 2	Yes	x	x	x	x	x	x	x	x	Yes	x	x	x
National Land and Property Gazetteer	x	x	x	x	x	x	x	x	x	Yes	x	x	x
1:10 000 Scale Raster (Col)	x	x	x	x	Yes	Yes	x	x	x	x	x	x	x
1:10 000 Scale Raster (B&W)	x	x	x	x	x	Yes	Yes	Yes	Yes	x	x	x	x
1:25 000 Scale Colour Raster	x	x	x	x	Yes	x	x	x	x	x	x	x	Yes
1:50 000 Scale Colour Raster	x	x	x	x	Yes	Yes	x	x	Yes	x	x	x	x
Code-Point®	x	x	x	x	x	x	x	x	x	Yes	Yes	x	x
Code-Point® with polygons	x	Yes	Yes	Yes	x	x	x	x	x	x	x	x	x
OS VectorMap™ Local	Yes	x	x	x	Yes	x	x	x	x	x	x	x	x
AddressBase™	Yes	x	x	x	x	x	x	x	x	Yes	x	x	x
	Yes	x	x	x	x	x	x	x	x	Yes	x	x	x

Products	GML	ESRI Shapefile	MapInfo Mid/Mif	MapInfo TAB	TIFF (LZW Comp)	TIFF (Uncomp)	TIFF (Group 3 Comp)	TIFF (Group 4 Comp)	Bitmap (Uncomp)	CSV	NTF	Txt (pipe-limited)	TIFF (Packbits)
AddressBase™ Plus													
AddressBase™ Premium	Yes	x	x	x	x	x	x	x	x	Yes	x	x	x

Note that appropriate world files will be available on the dedicated public sector website.

### B - OS OpenData Datasets

Products	ESRI Shapefile	MapInfo Mid/Mif	MapInfo TAB	TIFF (LZW Comp)	TIFF (Uncomp)	TIFF (Packbits Comp)	Bitmap (Uncomp)	JPEG	CSV	NTF	DXF
Meridian™ 2	Yes	x	x	x	x	x	x	x	x	x	Yes
Strategi®	Yes	x	x	x	x	x	x	x	x	x	Yes
OS Street View®	x	x	x	Yes	x	x	x	x	x	x	x
1:50 000 Gazetteer	x	x	x	x	x	x	x	x	Yes	x	x
1:250 000 Colour Raster	x	x	x	Yes	x	x	x	x	x	x	x
Miniscale®	x	x	x	Yes	x	x	x	x	x	x	x
Boundary-Line™	Yes	x	x	x	x	x	x	x	x	x	x
Land-Form PANORAMA® (Contours)	x	x	x	x	x	x	x	x	x	x	Yes
Land-Form PANORAMA® (DTM)	x	x	x	x	x	x	x	x	Yes	Yes	x
OS VectorMap™ District (vector)	Yes	x	x	x	x	x	x	x	x	x	x
OS VectorMap™ District (raster)	x	x	x	Yes	x	x	x	x	x	x	x
Code-Point® Open	x	x	x	x	x	x	x	x	Yes	x	x
OS Locator™	x	x	x	x	x	x	x	x	Yes	x	x

Note that appropriate world files will be supplied with relevant raster Datasets.

### Part 3 - Supply Services

## **1 Expected timetable for delivery**

Ordnance Survey will make the Data available from 1 April 2011, in the Formats specified in Part 2 above, by way of:

- online ordering mechanisms, enabling Members to select and order the Data they require; and
- a fulfilment mechanism, enabling Members to receive the Data they have ordered via the ordering mechanisms. The fulfilment mechanism will make Data available either by way of the Download Service, Physical Media Service or FTP, as specified in paragraph 3 below.

In the event that, as at 1 July 2010, (a) any Member is supplied with a Dataset under the PGA or the MSA or the GLA Agreement in a format which is not specified in Part 2 above, and (b) such Member (the “Legacy Supply Member”) continues to be so supplied immediately prior to the Commencement Date of this Agreement, then Ordnance Survey will continue to supply such Dataset to such Legacy Supply Member (but, for the avoidance of doubt, not to any other Members) in such format (the “Legacy Collective Formats”) until a date to be agreed between Ordnance Survey and BIS, but which shall be no later than 31 March 2013 (the “Longstop Date”). Following the Longstop Date, all Datasets shall only be available for supply in the Formats specified in Part 2 above. Legacy Collective Formats shall be ordered from and supplied by Ordnance Survey under arrangements to be agreed between Ordnance Survey and the relevant Legacy Supply Member. The provisions of paragraphs 2 and 3 below shall not apply to the Legacy Collective Formats.

## **2 Online Ordering**

### **2.1 Summary**

All Members will have access to the Ordnance Survey online ordering mechanisms.

The online ordering mechanisms will be the only way for Members to order Data, and will enable Members to select any Dataset specific supply options (eg. data formats, data supply mechanism, data refresh/update options).

Assistance in the use of the online ordering mechanism will be provided as described in Part 4 below.

## 2.2 Service Registration

Subject to paragraph 2.4 below, Members' registered users will have access to the online ordering mechanism. Each Member will nominate a 'Principal Contact' who will receive a login 'credential' (email\_address/password combination). Principal Contacts will be able to administer the user community for their organisation, including adding, blocking, unblocking and deleting individual user accounts and the assignment of rights. In addition to registered users from within a Member's organisation, each Member will be entitled to nominate one email address from outside of the Member's organisation to receive electronic delivery of data via the online ordering system, provided that such email address is the email address of a third party which has been appointed as a Contractor (under clause 2.6 of the Member Licence set out in Part B of Schedule 2 (Licence Terms)) on behalf of the Member.

## 2.3 Capability Overview

The online ordering mechanism will provide a range of functionality to users including:

- Geospatial polygon import function (for importing user-defined areas to assist with ordering of Data);
- A Library where imported geospatial polygons and polygons created by users within the mechanism can be saved along with Ordnance Survey defined polygons, user-defined shopping basket contents and order history;
- Mapping and Item Definition Tools for the purpose of defining and saving a Dataset order for a defined geographical area;
- Shopping Basket and Check-out functionality to place a Dataset order for a defined geographical area;

- User Administration capabilities for managing an organisation's user base (mentioned above), including password management and contact information;
- Order Confirmation and Status Messaging informing users and Principal Contacts of order placement, order acceptance and order ready/despatch notification.

2.4 As at the Commencement Date, there will be two online ordering mechanisms: one for Core OS Datasets (the "Core Online Mechanism"), and one for OS OpenData Datasets (the "OS OpenData Portal"). Paragraphs 2.2 and 2.3 above only relate to the Core Online Mechanism. Ordnance Survey will use reasonable endeavours to make the OS OpenData Datasets available to Members under the Core Online Mechanism on or before 1 July 2011. Notwithstanding paragraphs 3.3(a) and (b) below, respectively, neither Hard Disk Drive nor despatch by a carrier other than Royal Mail will be options under the OS OpenData Portal.

### **3 Data Supply**

#### **3.1 Existing holdings**

Members of the PGA, MSA and GLA Agreement will be obliged to retain their existing Dataset holdings licensed under such agreements, provided that such Datasets are also licensed under their Member Licence pursuant to this Agreement. For the avoidance of doubt, as of 1 April 2011, such holdings will be licensed under the terms of this Agreement.

#### **3.2 Initial orders, resupplies and updates**

Users' Dataset orders will be supplied to the Member by the supply method selected by a user from an option or options appropriate (as determined by Ordnance Survey) to the format, geography and coverage selected by the user.

#### **3.3 Physical Media Service**

- (a) As of 1 April 2011, physical media options will be Digital Versatile Disk (DVD) and external Hard Disk Drive (HDD).

Ordnance Survey reserves the right to charge for data supply using HDD where the data volume associated with an order is less than that which could be supplied more reasonably using an alternative physical medium (i.e. DVD). If charged, HDD will be charged at £150.00 plus VAT per HDD supplied, provided that such figure may, in the discretion of Ordnance Survey, be varied to reflect RPIX no more frequently than annually (and, for the avoidance of doubt, where Ordnance Survey does not vary the figure to reflect RPIX in any year or years, it shall be entitled to vary the figure to reflect RPIX for such years retrospectively).

(b) Physical Media Delivery Specification

Ordnance Survey reserves the right to change the delivery method from time to time but, as from 1 April 2011:

- Customer orders will be despatched via the Royal Mail postal service (2nd Class mail);
- Alternatively customer orders may be despatched by an alternative carrier at a Member's request, subject to additional charge at the prevailing rate.

(c) Physical Media Re-Use Specification

Ordnance Survey promotes and encourages the re-use of HDD for subsequent data supply wherever possible. Where reasonable, Members shall return HDDs to Ordnance Survey (in return for a reasonable refund to be agreed between the Member and Ordnance Survey) to support this level of re-use.

### 3.4 Electronic Transfer Mechanisms

Electronic Transfer Mechanisms will comprise FTP (File Transfer Protocol) and a Download Service capability.

(a) Download Service

All Datasets, other than ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property

Gazetteer (and Change Only Updates of OS MasterMap Topography Layer and OS MasterMap ITN + RRI Datasets)<sup>9</sup> will be capable of being supplied by the Download Service, save only that in order to receive Data from the Download Service, the relevant Member's IT systems may require appropriate software to have been installed. OS MasterMap and AddressBase Data supplied by the Download Service will only be supplied in 5km by 5km geo-chunks.

(b) FTP

OS MasterMap Topography Layer, OS MasterMap ITN + RRI Datasets, OS MasterMap Address Layer, OS MasterMap Address Layer 2, AddressBase, AddressBase Plus and AddressBase Premium (and Change Only Updates of the National Land and Property Gazetteer) will, to the extent the order does not exceed 400 megabytes, be capable of being supplied by FTP.

#### **Part 4 - Support Services**

Support Services means Account Management Support Services, Technical Support Services and Additional Support Services, as described in paragraphs 1, 2 and 3 below, respectively.

In relation to the Support Services, note that where errors have resulted directly from the in-house development of Ordnance Survey data by a Member, Ordnance Survey will endeavour to support the Member in the resolution of the issue through the Technical Support Services. However, Ordnance Survey will not supply Support Services in relation to issues that are clearly related to third party applications and soft/hardware issues (although Ordnance Survey will, where reasonable for it to do so, facilitate contact between the Member and the third party).

#### **1 Account Management Support Services**

Account Management Support Services for Tier 1 and Tier 2 Members are as set out in paragraphs 1.1 and 1.2 below.

##### **1.1 Tier 1 Members**

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<sup>9</sup> Note that Change Only Updates of OS MasterMap Topography Layer and OS MasterMap ITN + RRI will be capable of being supplied by the Download Service on or before 1 July 2011.



- (a) An account manager will have overall responsibility for Ordnance Survey's delivery of management and support services to a Tier 1 Member. The level of account manager contact and support for Tier 1 Members will be dependent upon the individual level of requirements of the Tier 1 Member, as determined by Ordnance Survey.
- (b) The objectives of the account manager will include:
- engaging with and creating partnerships with senior stakeholders within Tier 1 Members to champion the adoption of geographic information to underpin government policy and improve public service delivery;
  - managing the relationship with Tier 1 Members and developing a strong understanding of their internal business processes and needs, linking those to Ordnance Survey's products and services and acting as their advocate when representing their needs within Ordnance Survey;
  - promoting the range of Ordnance Survey products, services, policies and developments to new and mature users within the Tier 1 Members.
- (c) The account manager will:
- offer each Tier 1 Member at least one meeting per annum (which will be either a face to face or a group meeting, or attendance by the account manager at a conference at which a number of Tier 1 Members are present);
  - ensure that Ordnance Survey provides authoritative product, service and licensing advice, and basic technical advice, and will lead Ordnance Survey's technical support team in supporting the Tier 1 Members in providing more complex product and process advice and training services; and
  - coordinate and work closely with the dedicated public sector helpdesk and other Ordnance Survey units to try to resolve issues to the Tier 1 Member's satisfaction.

## 1.2 Tier 2 Members

Support for Tier 2 Members will be “self-help” in nature, and will comprise:

- access to a dedicated public sector website, which will include moderated community support forum(s)/network(s);
- access to a dedicated public sector helpdesk;
- suggesting an appropriate Tier 1 Member which a Tier 2 Member may wish to approach as a “buddy”; and
- facilitating the development of a representative “user group” using new mediums to provide a broader support and reach to the Tier 2 Member community.

## 1.3 Notwithstanding paragraphs 1.1 and 1.2 above and paragraph 3 below, in any Year Ordnance Survey shall not be obliged to provide:

- (a) Account Management Support Services, or
- (b) Additional Support Services which do not relate to technical support (“Non Technical Additional Support Services”)

to the extent that in aggregate Ordnance Survey has spent in excess of 15 man years in providing the Account Management Services and the Non Technical Additional Support Services in such Year.

## 1.4 Any account management services not included in paragraphs 1.1 and 1.2 above shall not be provided under this Agreement or any Member Licence, save where specifically agreed in writing by Ordnance Survey.

## 2 Technical Support Services

Technical Support Services for Tier 1 and Tier 2 Members are as set out in paragraphs 2.1 and 2.2 below.

### 2.1 Tier 1 Members

- (a) The objective of the Technical Support Services will be to assist Tier 1 Members in understanding, ordering, loading and using the Data.
- (b) The Technical Support Services will comprise:

- access to dedicated technical support via a named account manager or via the dedicated public sector helpdesk;
- creation of case studies to illustrate the value of geographic data at the centre of government policy and to improve public service delivery; and
- provision of technical content and a moderated community support forum within a dedicated public sector website.

## 2.2 Tier 2 Members

Technical Support Services for Tier 2 Members will comprise:

- provision of technical content and a moderated community support forum within a dedicated public sector website; and
- access to technical support via a dedicated public sector website.

## 2.3 Notwithstanding paragraphs 2.1 and 2.2 above, in any Year Ordnance Survey shall not be obliged to provide:

- (a) Technical Support Services, or
- (b) Additional Support Services which relate to technical support (“Technical Additional Support Services”)

to the extent that in aggregate Ordnance Survey has spent in excess of 16 man years in providing the Technical Support Services and the Technical Additional Support Services in such Year.

## 2.4 Any technical support services not included in paragraphs 2.1 and 2.2 above shall not be provided under this Agreement or any Member Licence, save where specifically agreed in writing by Ordnance Survey.

## 3 Additional Support Services

Ordnance Survey will, in addition to its corporate website, make available a specific affiliated micro-site (i.e. the dedicated public sector website) for the Members. Collectively the websites will offer all Members access to technical support, guidance, newsletters, case studies, Dataset portfolio, associated Dataset information, contact information for other Members (subject to the consent of the

relevant other Member), previous Quarterly Reports and other information, including frequently asked questions (FAQs), located either on the micro-site or the main Ordnance Survey website as appropriate.

Where an answer to a specific enquiry is required that has not been answered through the “self-help” environment, the Member will be able to contact a dedicated public sector helpdesk, either by e-mail, letter or telephone. The helpdesk will be open on Working Days to receive telephone calls between 08.30 and 17.30.

The helpdesk will also facilitate appointments for visits to Tier 1 Members by account managers and arrange technical support as necessary.

If the helpdesk is unable to resolve any individual issue, where appropriate it will escalate communication to one of the following to respond:

- a contract manager, for queries relating to the Member Licence;
- in relation to Tier 1 Members only, to such Member’s account manager, for regular communication about the Member’s business and basic technical requirements, explanations and demonstrations of Ordnance Survey products, coordination of other Ordnance Survey resources and ownership of issues escalated from the helpdesk;
- in relation to Tier 1 Members only, the technical support team for training and detailed business and product demonstrations, discussions and workshops; or
- other technical specialists for other detailed matters, such as data collection issues.

Ordnance Survey will publish a newsletter to all Members at least once every six months to ensure that each Member is kept informed of issues including enhancements to any Dataset, release schedules for updates to any Dataset, case studies of applications and any other issues as jointly agreed by the parties.

Ordnance Survey will cooperate with the GI Group to hold at least one event during each Year, with a view to bringing together the public sector community, sharing best practice and communicating updates.

Any additional support services not included above shall not be provided under this Agreement or any Member Licence, save where specifically agreed in writing by

Ordnance Survey.

### **Part 5 - Service Levels**

The Service Levels set out below do not, in the event they are not met, lead to service credits or give rise to a right to damages or to terminate the Agreement. Instead, the information collected against each will be used by Ordnance Survey and the GI Group to identify any desired changes to the Dataset Specifications, service delivery, etc.. The Service Levels will evolve by agreement of the parties as (a) the Datasets within the Agreement are varied in accordance with the Agreement, or (b) to reflect changing emphasis.

Activity	Service Level	Aim	Measurement criteria
Supply of Data on request	Ordnance Survey shall ensure that 99% of Datasets specified by Members via the online ordering mechanisms are dispatched or (where appropriate) made available online to Members within 15 Working Days of receipt of the order being submitted.	To ensure that Data is delivered within the agreed timescales	Any instances where Ordnance Survey has not dispatched data within this timeframe will result in Ordnance Survey: <ul style="list-style-type: none"> <li>• explaining to the Member why the Service Level was not met;</li> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>
Supply of Data updates	Ordnance Survey shall ensure that 99% of Change Only Updates, Updates and annual resupplies of Datasets are available to Members to order in accordance with Part 3 of Schedule 1 (Specification) within 15 Working Days of the last Working Day of the specified month for that relevant Dataset update for that Year.	To ensure that Updates are delivered within the agreed timescales	Any instances where Ordnance Survey has not dispatched data within this timeframe will result in Ordnance Survey: <ul style="list-style-type: none"> <li>• explaining to the Member why the Service Level was not met;</li> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>
Metadata	Discovery Level Metadata for each Dataset will be made available via the Ordnance Survey website and/or the OS OpenData website (on the relevant Dataset technical pages), in both HTML and XML	To ensure accurate and timely Metadata is delivered in support of the Base Data.	Any instances where Ordnance Survey has not published the Metadata with Base Data will result in Ordnance Survey: <ul style="list-style-type: none"> <li>• explaining to the</li> </ul>

Activity	Service Level	Aim	Measurement criteria
	formats, in accordance with Ordnance Survey's published policy.		<p>Member why the Service Level was not met;</p> <ul style="list-style-type: none"> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>
Error reports - receipt handling	<p>Ordnance Survey shall acknowledge 99% of each clearly identified Error Report submitted by a Member:</p> <p>(a) by 11am on the day the Error Report is submitted provided the Error Report is submitted before 9 am on a Working Day;</p> <p>(b) within 2 hours of the Error Report being submitted provided the Error Report is submitted after 9am but before 3pm on a Working Day; and</p> <p>(c) by 11am on the next Working Day after the Error Report is submitted if the Error Report is submitted after 3pm on a Working Day or at any time on a day which is not a Working Day.</p>	To ensure that Ordnance Survey acknowledges Member Error Reports	<p>Any instances where Ordnance Survey has not acknowledged Reports within the timetable set out will result in Ordnance Survey:</p> <ul style="list-style-type: none"> <li>• explaining to the Member why the Service Level was not met;</li> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>
Error reports - resolution	Ordnance Survey must resolve 98% of the clearly identified Error Reports to the Member's reasonable satisfaction within 5 Working Days of receipt of the Error Report, save that if, on submission of the Error Report,	To ensure the Ordnance Survey is responsive to resolving all Error Reports	<p>Any instances where Ordnance Survey has not resolved Reports within the timetable set out will result in Ordnance Survey:</p> <ul style="list-style-type: none"> <li>• explaining to the Member why the Service Level was not</li> </ul>

Activity	Service Level	Aim	Measurement criteria
	Ordnance Survey reasonably considers that the Error Report cannot be resolved within 5 Working Days of submission of the Error Report, the relevant Member will be notified accordingly and will, at the same time, be given a proposed timetable for the resolution of the Error Report (and, for the avoidance of doubt, Ordnance Survey shall, having reached agreement with the Member as to the timetable, resolve the Error Report within such timetable).		<p>met;</p> <ul style="list-style-type: none"> <li>• explaining any individual instances where errors have not been resolved in the next scheduled supply;</li> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>
Website	Ordnance Survey will provide a dedicated public sector website for use of the Members, in accordance with Part 4 of this Schedule 1 (Specification). The website should be available for 99% of the Working Days (and, for the avoidance of doubt, in this instance a Working Day shall comprise 24 hours) in each Year. Ordnance Survey will provide evidence of uptime statistics to demonstrate availability/usage.	To ensure that Members have access to a regularly updated website	<p>Any instances where Ordnance Survey has not met the 99% availability level in any Year will result in Ordnance Survey:</p> <ul style="list-style-type: none"> <li>• explaining to the Member why the Service Level was not met;</li> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• recording the failure, resolution and any changes to processes in the next Quarterly Report for the GI Group.</li> </ul>



## Schedule 2

### Licence Terms

#### Part A - OS OpenData Licence Terms

The Licence Terms set out in this Part A apply to the OS OpenData Datasets only.

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This licence governs your access to and use of OS OpenData™ made available at <https://www.ordnancesurvey.co.uk/opendatadownload/products.html> and at <http://data.ordnancesurvey.co.uk/> by The Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey (the ‘Licensor’ and ‘Information Provider’) under a delegation of authority.

It incorporates the Open Government Licence for public sector information (see below and <http://www.nationalarchives.gov.uk/doc/open-government-licence/>) which is varied by the following terms:

You must always use the following attribution statement to acknowledge the source of the information:

***Contains Ordnance Survey data © Crown copyright and database right [year]***

You must also use the following attribution statement where you use Code-Point® Open data:

***Contains Royal Mail data © Royal Mail copyright and database right [year].***

The same attribution statements must be contained in any sub-licences of the Information that you grant, together with a requirement that any further sub-licences do the same.

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



**Open Government Licence**  
for public sector information

delivered by  
**A The National Archives**

You are encouraged to use and re-use the Information that is available under this licence, the Open Government Licence, freely and flexibly, with only a few conditions.




#### Using information under this licence

Use of copyright and database right material expressly made available under this licence (the ‘Information’) indicates your acceptance of the terms and conditions below.

The Licensor grants you a worldwide, royalty-free, perpetual, non-exclusive licence to use the Information subject to the conditions below.

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

## You are free to:

-  copy, publish, distribute and transmit the Information;
-  adapt the Information;
-  exploit the Information commercially for example, by combining it with other Information, or by including it in your own product or application.

## You must, where you do any of the above:



acknowledge the source of the Information by including any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this licence;

If the Information Provider does not provide a specific attribution statement, or if you are using Information from several Information Providers and multiple attributions are not practical in your product or application, you may consider using the following:

Contains public sector information licensed under the Open Government Licence v1.0.



ensure that you do not use the Information in a way that suggests any official status or that the Information Provider endorses you or your use of the Information;



ensure that you do not mislead others or misrepresent the Information or its source;



ensure that your use of the Information does not breach the *Data Protection Act 1998* or the Privacy and Electronic Communications (EC Directive) Regulations 2003.

These are important conditions of this licence and if you fail to comply with them the rights granted to you under this licence, or any similar licence granted by the Licensor, will end automatically.



## Exemptions

This licence does not cover the use of:

- personal data in the Information;
- Information that has neither been published nor disclosed under information access legislation (including the Freedom of Information Acts for the UK and Scotland) by or with the consent of the Information Provider;
- departmental or public sector organisation logos, crests and the Royal Arms except where they form an integral part of a document or dataset;
- military insignia;
- third party rights the Information Provider is not authorised to license;
- Information subject to other intellectual property rights, including patents, trademarks, and design rights; and

- identity documents such as the British Passport.

### **No warranty**

The Information is licensed 'as is' and the Information Provider excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.

The Information Provider is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. The Information Provider does not guarantee the continued supply of the Information.

### **Governing Law**

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

### **Definitions**

In this licence, the terms below have the following meanings:

#### **'Information'**

means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this licence.

#### **'Information Provider'**

means the person or organisation providing the Information under this licence.

#### **'Licensor'**

means any Information Provider which has the authority to offer Information under the terms of this licence or the Controller of Her Majesty's Stationery Office, who has the authority to offer Information subject to Crown copyright and Crown database rights and Information subject to copyright and database right that has been assigned to or acquired by the Crown, under the terms of this licence.

#### **'Use'**

as a verb, means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes without limitation distributing, copying, adapting, modifying as may be technically necessary to use it in a different mode or format.

#### **'You'**

means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this licence.

### **About the Open Government Licence**

The Controller of Her Majesty's Stationery Office (HMSO) has developed this licence as a tool to enable Information Providers in the public sector to license the use and re-use of their Information under a common open licence. The Controller invites public sector bodies owning their own copyright and database rights to permit the use of their Information under this licence.

The Controller of HMSO has authority to license Information subject to copyright and database right owned by the Crown. The extent of the Controller's offer to license this Information under the terms of this licence is set out in the [UK Government Licensing Framework](#).

This is version 1.0 of the Open Government Licence. The Controller of HMSO may, from time to time, issue new versions of the Open Government Licence. However, you may continue to use Information licensed under this version should you wish to do so.

These terms have been aligned to be interoperable with any Creative Commons Attribution Licence, which covers copyright, and Open Data Commons Attribution License, which covers database rights and applicable copyrights.

Further context, best practice and guidance can be found in the [UK Government Licensing Framework](#) section on The National Archives website.

## **Part B - Member Licence**

The Member Licence set out in this Part B applies to those Datasets set out in Part A of Schedule 1 (Specification).

**Schedule 3**

**Payment Provisions**

**1 Annual Fee**

1.1 The Annual Fee in respect of Year 1 is £55,000,000.00 (fifty five million pounds).

1.2 The Annual Fee in respect of Year 2 (“AF2”) is calculated as follows:

$$AF2 = (55,000,000 \times (1+I)) - 2,000,000$$

1.3 The Annual Fee in respect of Year 3 (“AF3”) is calculated as follows:

$$AF3 = (AF2 \times (1+I)) - 2 \text{ million}$$

1.4 The Annual Fee in respect of Year 4 (“AF4”) is calculated as follows:

$$AF4 = (AF3 \times (1+I)) - 1 \text{ million}$$

1.5 Subject to paragraph 1.6, for Years subsequent to Year 4 the Annual Fee will be calculated using the following formula:

$$A_{\text{new}} = (A - (A \times (\frac{Op}{R}) \times E)) \times (1+I)$$

Where:

A<sub>new</sub> is the Annual Fee for the Year in question.

A is the prior Year’s Annual Fee

Op is the element of operating expenditure relevant to the corporate efficiency target in the prior financial year

R is the total trading revenue of Ordnance Survey in the prior financial year

E is 50% of the actual corporate efficiency achieved against Op in the previous financial year, expressed as a decimal and capped at a maximum of 0.025

I is the inflation factor, being CPI as defined in paragraph 2 below and calculated using the figure for September in the prior Year, expressed as a decimal.

- 1.6 The value of  $(A \times (\frac{Op}{R}) \times E)$  shall not, in the calculation of the Annual Fee for any of Years 5 to 10, exceed £1,000,000.00 (one million pounds) nor be less than £500,000.00 (five hundred thousand pounds).
- 1.7 Each of Op, R and E are subject to external audit shortly after the end of each financial year. The parties acknowledge that, as a result, Anew will not be finally determined by the date of the first of each Year's two invoices. The parties therefore agree that the first of each Year's invoices will be based on an estimated figure, and any required adjustments will be made in the second of each Year's invoices.
- 1.8 Ordnance Survey will invoice the Annual Fee in advance in two instalments (in April and October) each Year. The two instalments in each relevant Year shall, subject to any required adjustment pursuant to paragraph 1.7, be equal. Each invoice shall be due and payable by BIS within 30 days of such invoice.
- 1.9 The parties acknowledge that the Annual Fee is based on an assumption that the AddressBase Datasets would be made available with effect from the Commencement Date. Since the AddressBase Datasets will not be available with effect from such date, the parties may wish to meet to discuss whether a variation to the Annual Fee is appropriate and, if so, the amount of such variation. For the avoidance of doubt, no variation to the Annual Fee shall be made without the agreement of both parties.
- 1.10 For the avoidance of doubt, the Annual Fee does not include any royalties which may be due to Royal Mail.

## 2 CPI

CPI means the index published monthly by the Office for National Statistics in table CPI12 (CPI all items percentage change over 12 months) or failing such publication such other index or adjustments to the Index as the parties may agree in writing.

**Schedule 4**

**Dispute Resolution Procedure**

- 1 Where any dispute, difference or question between BIS and Ordnance Survey arising out of or in connection with this Agreement (a **Matter**) cannot be resolved between the BIS 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 BIS and of Ordnance Survey in accordance with paragraph 2 below.
- 2 Where a notice of referral has been given pursuant to paragraph 1, a senior representative of BIS (Grade PB1 (in the Senior Civil Service pay structure) 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.
- 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 BIS and Ordnance Survey.
- 4 Where the Senior Representatives are unable to agree a resolution to the Matter within ten (10) Working Days, then the parties may, at any time, agree to refer the Matter to the relevant Minister for resolution. In the event of such a referral, any process commenced pursuant to paragraph 5 shall cease.
- 5 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.
- 6 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.
- 7 If the Recipient's determination pursuant to paragraph 6 is that it is appropriate to use the specified process, the written notice sent pursuant to paragraph 6 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.
- 8 Where the Recipient's determination under paragraph 6 is that it is appropriate to use the specified process, BIS and Ordnance Survey shall use reasonable endeavours to conclude an agreement to operate the specified process.



**Schedule 5**

**GI Group Principles**

The GI Group will represent the interests of the public sector, advising BIS on strategic management of the Agreement. It will act as an intelligent and forward-thinking public sector customer for geographic data.

The GI Group has three key objectives:

- (a) to secure access to the geographic information the public sector requires from a dynamic, innovative and sustainable geographic information supply base (the “GI supply base” being the national mapping agency, Ordnance Survey, for this Agreement and the national mapping agency and other private sector geographic information providers for products and services outside this Agreement); and
- (b) to ensure that the GI supply base has incentives to continuously and sustainably improve the value for money of the geographic information data and services it provides to the public sector; and
- (c) to work collaboratively with Ordnance Survey with a view to maximising the utility of the data provided under this Agreement, whilst recognising the data supply and specification needs of the private sector, so that the data meets the public sector’s needs in terms of relevance and quality, enabling the public sector to achieve its strategic objectives and deliver value for money over the longer term.

It will be led by an independent chair, and other members (“Group Members”) will be employed in senior positions in the public sector. Group Members will be selected and appointed by BIS, provided that BIS shall consult with and take into account the views of Ordnance Survey as to the identity of such Group Members.

Group Members will represent the interests of the public sector as a whole, as opposed to individual constituencies. Ordnance Survey will be invited to attend GI Group meetings, but will not be formal Group Members. The GI Group will be supported by a small Secretariat.

The Secretariat will be separate from BIS's ownership function, with resources likely to be drawn from existing structures in the public sector. It will report to the Chair of the GI Group.

The GI Group, through its Group Members and the Secretariat, will engage with public sector stakeholders to provide feedback on the performance of the Agreement and proposals for changes to the Agreement.

**Schedule 6**

**Agreement Managers**

- 1 Ordnance Survey Agreement Manager:

**Strategic Development Manager**

Ordnance Survey

Adanac Drive

SOUTHAMPTON

United Kingdom

SO16 0AS

Tel:

Mobile:

Email:

- 2 BIS Agreement Manager:

BIS

1 Victoria Street

LONDON

SW1H 0ET

Tel:

Mobile:

Email:

**Schedule 7**

**Changes to Agreement**

**1 General principles**

**1.1 GI Group input into product and service development**

The GI Group will work closely with Ordnance Survey's Account and Product Management team to help inform the future requirements for Dataset Specifications and future service delivery platforms. This enhanced level of joint working will ensure that the collective requirements of the public sector are regularly and fully articulated and that the Data and Services delivered throughout the Term are able to evolve so as to remain relevant to the public sector's requirements for geographic information.

In particular:

- (a) during the first 12-24 months of the Agreement, the GI Group will undertake a thorough initial analysis of the public sector's requirements, looking over a period of 3 - 10 years into the future. It will work with Ordnance Survey to determine how the data provided under the Agreement might evolve over time to enable delivery of more effective and efficient public services. This activity may be repeated periodically as required;
- (b) the GI Group will periodically review the continued suitability of the Specification in meeting Government's objectives and in light of related developments and innovations in the market place.

The GI Group will make recommendations to BIS for any desired changes to the Specification. BIS will agree the terms of any changes with Ordnance Survey in accordance with the Agreement.

Where BIS makes requests for desired changes to the Agreement, Ordnance Survey will, where relevant, develop a proposed price for providing any additional data by taking into account such factors as the costs of production, a contribution to common costs and a reasonable rate of return. In addition Ordnance Survey will take into account any potential commercial opportunities associated with providing the same data to private sector users.

## 1.2 Ordnance Survey's business model

The Data and Services provided under the Agreement are delivered from Ordnance Survey's data specifications, data capture technologies and processes, data management systems and IT infrastructure. In addition to supporting this Agreement, these data specifications, processes, technologies, systems and infrastructure support Ordnance Survey's other commercial and competitive products and services, and in many instances are part of an integrated business model.

During the Term, Ordnance Survey will seek to (i) enhance and continuously improve all of its products and services in response to user feedback, (ii) develop new products and services in response to market demand, and (iii) withdraw those products and services for which there is no longer sufficient customer demand and where new products have been introduced.

BIS acknowledges that changes to data specifications, processes, technologies, systems and infrastructure 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 Data and Services. Such changes would be in response to customer demand and would be introduced following appropriate discussion with the GI Group.

BIS accepts that such changes are a natural part of Ordnance Survey's business model, and result from Ordnance Survey's presence in a fast moving and competitive market.

## 1.3 Ordnance Survey and GI Group - meetings

Ordnance Survey will seek to meet with the GI Group on a regular basis and use this group and its Secretariat as the conduit for all feedback on the current content, specification and delivery of the Data and Services included in the Agreement. In addition, Ordnance Survey will provide the GI Group with regular updates on new product developments and future plans relating to products and services (including the Data and Services, as well as other products and services which may be of interest to the GI Group and the public sector interests it represents).

**2     Category 1 Changes**

- 2.1     A **Category 1 Change** is any withdrawal or replacement of a Dataset or of the Download Service or Physical Media Service provided under this Agreement.
- 2.2     A Category 1 Change shall only be made by agreement between the parties, save for a Category 1 Change made by Ordnance Survey pursuant to Clause 2.3 of the Agreement. For the avoidance of doubt, such agreement may involve changes to other terms of this Agreement, including as to the Annual Fee. For the avoidance of doubt, where the parties are unable to agree a Category 1 Change, such a change shall not be referable to dispute resolution under Clause 16 or otherwise, unless the parties expressly agree to such a referral.

**3     Category 2 Changes**

- 3.1     A **Category 2 Change** is any change to any Dataset Specification or to the Services which does not constitute a Category 1 Change (defined in paragraph 2.1 above).
- 3.2     Where, in the reasonable opinion of Ordnance Survey, a Category 2 Change will not have a significant impact (positive or negative) on the Members as a whole, then Ordnance Survey will notify BIS and the GI Group of the details of the change no less than 3 months prior to making such change. If (a) in the reasonable opinion of BIS, a Category 2 Change notified by Ordnance Survey will have a significant impact on the Members as a whole, and (b) BIS notifies Ordnance Survey in writing of such opinion within four weeks of the notification from Ordnance Survey, then paragraph 3.3 shall apply to such change, save only that Ordnance Survey shall be deemed to have commenced consultation with BIS on the date of Ordnance Survey's notification under paragraph 3.2.
- 3.3     Where, in the reasonable opinion of Ordnance Survey, a Category 2 Change is likely to have a significant impact (positive or negative) on the Members as a whole, then Ordnance Survey will consult with the GI Group for a period of three months prior to giving any formal notification to BIS of the implementation of such change. Such formal notification will be made to BIS no less than six months prior to such change being made.

**Schedule 8**

**Additional Public Bodies**

- 1 Search and Rescue contributor organisations listed below
  - Mountain Rescue England and Wales
  - British Cave Rescue Council
  - the Association of Lowland Search and Rescue
  - Royal National Lifeboat Institution
- 2 For the avoidance of doubt, any organisation which, as at 31 March 2011, is directly licensed by Ordnance Survey under the PGA, the MSA or the GLA Agreement, or which is a signatory to the NHS Digital Mapping Agreement, shall, to the extent it does not fall within limb (a) of the definition of Eligible Body, be deemed to be an Additional Public Body.

Schedule 9

Standard Form Contractor Licence

# Standard Form Contractor Licence

This Contractor Licence is made this                      day of                      20

**Between:**

- (1) [insert organisation name]  
of [insert address] (the **Licensor**);  
and  
  
(2) [insert organisation name]  
of [insert address] (the **Contractor**).

**Background**

The Licensor is licensed by Ordnance Survey under the PSMA Member Licence to use Licensed Data for its Licensed Use. This Standard Form Contractor Licence (**Contractor Licence**) is entered into pursuant to the PSMA Member Licence and sets out the terms upon which the Licensor sub-licenses Licensed Data to the Contractor to enable the Contractor to provide Works on the Licensor's behalf.

## 1 Definitions & Interpretation

Expression	Meaning
Addressing Multi-Contractor Agreement – Public Sector	means an agreement of the same name between the Contractor and Ordnance Survey.
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registrations of any of them.
Licensed Data	means particular Ordnance Survey Data that is both: <ul style="list-style-type: none"><li>(a) licensed by Ordnance Survey to the Licensor under the PSMA Member Licence; and</li><li>(b) either:<ul style="list-style-type: none"><li>(i) provided to the Contractor under Clause 5.1; or</li><li>(ii) which the Licensor notifies to the Contractor in writing is to be considered as Licensed Data for the purposes of Clause 5.3; or</li><li>(iii) where applicable, which the Contractor is licensed to use under the Addressing Multi-Contractor Agreement – Public Sector.</li></ul></li></ul>



<b>Licensed Use</b>	means the Licensor's permitted use of the Licensed Data under the PSMA Member Licence.
<b>Login Details</b>	means the unique identifiers assigned to the Licensor when it entered into the PSMA Member Licence enabling access to the On-Line Ordering Service.
<b>On-Line Ordering Service</b>	means the service accessed by entering the Licensor's Login Details where indicated on Ordnance Survey's Website.
<b>Ordnance Survey</b>	means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, whose principal place of business is at Explorer House, Adanac Drive, Southampton, UK, SO16 0AS.
<b>Ordnance Survey Data</b>	means Data which Ordnance Survey owns (or is covered by its delegation of authority from the Controller of Her Majesty's Stationery Office) or which it licenses from a third party including, without limitation, Licensed Data.
<b>PSMA Member Licence</b>	means the licence between Ordnance Survey and the Licensor which is entitled PSMA Member Licence.
<b>Style Guide</b>	means the then current version of the style guide available on Ordnance Survey's Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
<b>Term</b>	means the period specified in Clause 2.
<b>Third Party Contractor</b>	means a third party engaged and licensed by the Licensor pursuant to clause 2.6 of the PSMA Member Licence.
<b>Third Party Works</b>	means either: <ul style="list-style-type: none"> <li>(a) a tender by a Third Party Contractor to supply goods or services to the Licensor; or</li> <li>(b) the actual supply of goods or services to the Licensor by a Third Party Contractor.</li> </ul>
<b>Updates</b>	means the updates, revisions and modifications to Licensed Data which Ordnance Survey may provide (or provide access to) from time to time.
<b>Website</b>	means the website <a href="http://www.ordnancesurvey.co.uk">http://www.ordnancesurvey.co.uk</a> or such other website as Ordnance Survey determines from time to time.
<b>Works</b>	means either: <ul style="list-style-type: none"> <li>(a) a tender by the Contractor to supply goods or services to the Licensor; or</li> <li>(b) the actual supply of goods or services to the Licensor by the Contractor.</li> </ul>
1.1 In this Contractor Licence, unless the context otherwise requires:	Contractor Licence; and c) a statute or statutory provision
1.1.1 words in the singular include the plural and vice versa;	include any amendment, extension or re-enactment of such statute or provision.
1.1.2 references to: a) a Clause are to a clause of this Contractor Licence;	
b) a party are to a party to this	

**2 Term**

## Schedule 9 -Standard Form Contractor Licence

- 2.1 This Contractor Licence shall commence on the date at the beginning of this Contractor Licence or, in the absence of such date, the date on which the second party in time signs this Contractor Licence, and shall, unless terminated earlier in accordance with Clause 6, expire upon the Contractor completing the provision of the Works.
- 3 Grant of sub-licence**
- 3.1 In consideration of the Contractor providing the Works, the Licensor grants the Contractor, for the Term, a non-exclusive, non-transferrable, revocable sub-licence for Licensed Data, to use the Licensed Data for the Licensor's (and not the Contractor's) Licensed Use solely for the purpose of providing the Works. The Licensor shall notify the Contractor in writing of the terms of the Licensor's Licensed Use prior to or at the same time as the commencement of this Contractor Licence.
- 3.2 Apart from the Contractor, no person, firm or organisation (including without limitation any group company or affiliate) is granted any rights under this Contractor Licence.
- 3.3 This Contractor Licence does not give the Contractor the right to sub-license, distribute, sell or otherwise make available the Licensed Data to third parties other than:
- 3.3.1 as permitted by Clauses 5.3 and 5.4, and
- 3.3.2 where the Contractor is making the Licensed Data available to a third party on behalf of the Licensor pursuant to the Contractor's appointment by the Licensor as a data management services provider and, for the avoidance of doubt, only in accordance with the Licensor's Licensed Use.
- 4 Obligations of Contractor**
- 4.1 The Contractor shall:
- 4.1.1 not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;
- 4.1.2 use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all Licensed Data, Login Details and any other similar information (such as user names and passwords) which the Licensor provides the Contractor and which the Contractor holds or is responsible for are secure from unauthorised use or access;
- 4.1.3 notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR or any unauthorised use of Login Details

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- and any other similar information (such as user names and passwords) and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
- 4.1.4 ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide.
- 5 Access to Licensed Data**
- 5.1 Nothing in this Contractor Licence shall oblige the Licensor to provide the Contractor with Licensed Data (including any part or Update thereof). If, at the Licensor's discretion, it does provide (or provide access to) such Licensed Data, it shall only provide such Licensed Data necessary for the Contractor to provide the Works and shall do so at a time, frequency and on a medium of the Licensor's choosing.
- 5.2 Prior to or upon the Contractor receiving Licensed Data (whether from the Licensor or a Third Party Contractor pursuant to Clause 5.3), the Licensor will inform the Contractor in writing of the scope of the Licensor's Licensed Use.
- 5.3 The Contractor shall be entitled to supply and receive copies of the Licensed Data in a digital form to and from Third Party Contractors provided that:
- 5.3.1 both the Contractor and the Third Party Contractor are licensed by the Licensor for the Licensed Data being supplied and/or received;
- 5.3.2 the Works and the Third Party Works shall each form part of a larger project or related series of works required by the Licensor;
- 5.3.3 the Contractor uses the copies of the Licensed Data supplied by the Third Party Contractor solely for the purpose of providing the Works to the Licensor as part of the Licensor's Licensed Use;
- 5.3.4 the use by the Contractor of the Licensed Data supplied by the Third Party Contractor shall be governed by this Contractor Licence;
- 5.3.5 the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to a Third Party Contractor; and
- 5.3.6 the Contractor shall, prior to supplying any Licensed Data to a Third Party Contractor, obtain written confirmation from the Licensor that (a) the Third Party Contractor is licensed by the Licensor for the Licensed Data being supplied, and (b) the Works and the Third Party Works each form part of a larger project or related series of works required by the Licensor.
- 5.4 The Contractor shall be entitled to supply paper copies of the Licensed Data (to which it has access) (referred to in this Clause as 'Paper

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- Copies') to any third party provided that the Contractor ensures that:
- 5.4.1 such third party is engaged to provide:
- a) all or part of the Works;
  - b) part of a larger project (which also includes the Works); or
  - c) works which, together with the Works, are part of a series of works required by the Licensor;
- and uses the Paper Copies solely for the purpose of providing a) b) or c) above to the Licensor for its Licensed Use;
- 5.4.2 the Paper Copies supplied only cover an area that is proportionate to the amount of the Works that the third party is engaged to provide;
- 5.4.3 such third party is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
- 5.4.4 the Contractor recovers or procures the destruction of all such Paper Copies immediately upon (a) completion of the works provided by the third party as referred to in Clause 5.4.1 or (b) expiry or termination of this Contractor Licence, whichever is the sooner, and the Contractor shall provide, at the Licensor's request, a sworn statement by a duly authorised person that it has complied with this Clause;
- 5.4.5 the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 5.4.6 the Paper Copies supplied by the Contractor are clearly marked in accordance with Clause 4.1.4 and contain a statement stipulating that the recipient is permitted to use the Paper Copies solely for the purpose of assisting them with the delivery to the Licensor of the works they are engaged to deliver (as referred to in Clause 5.4.1 above).
- 6 Termination**
- 6.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party in writing.
- 6.2 This Contractor Licence will terminate automatically with immediate effect in the event that the PSMA Member Licence is terminated or expires.
- The Licensor will inform the Contractor of such termination as soon as practicable following such termination.
- 7 Effect of Termination or Expiry**
- 7.1 In the event of termination or expiry of this Contractor Licence:
- 7.1.1 the Contractor shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Licensed Data in any media which it holds or for which it is responsible (including any Licensed

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- Data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Licensed Data (or Login Details or similar details) other than in accordance with Clause 7.1.2;
- 7.1.2 subject to Clauses 7.2 and 7.3, the Contractor may retain Licensed Data in an archive following termination or expiry of this Contractor Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding the Contractor's use of such Licensed Data during the Term; and
- 7.1.3 the Contractor shall cease to be entitled to use any Login Details provided by Licensor in order to access the On-Line Ordering Service (or passwords or similar details provided in order to access any other on-line ordering service made available from time to time by Ordnance Survey).
- 7.2 The Contractor's rights under Clause 7.1.2 are on condition that:
- 7.2.1 they do not apply to Licensed Data including third party IPR;
- 7.2.2 the Contractor shall not disclose Licensed Data retained under Clause 7.1.2 to any regulator or other third party except to the extent necessary for the relevant purpose and in paper or read-only electronic format only;
- 7.2.3 the Contractor must store such Licensed Data separately from any other Ordnance Survey Data which the Contractor holds;
- 7.2.4 subject to Clause 11, neither the Licensor nor Ordnance Survey shall have any liability in respect of the Contractor's use of such Licensed Data following termination or expiry of this Contractor Licence; and
- 7.2.5 should any of the events listed below exist on termination / expiry of the Contractor Licence, no archive rights shall be granted under Clause 7.1.2:
- a) the Contractor is in breach of the Contractor Licence;
  - b) the Contractor has ceased to carry on business;
  - c) the Contractor is insolvent or threatened with insolvency or has undergone a change of control of its business other than for the purpose of a bona fide internal group restructuring; or
  - d) Ordnance Survey has lost the right to administer Crown copyright and/or Crown database right in respect of Licensed Data.
- 7.3 The Licensor and/or Ordnance Survey may terminate the Contractor's right under Clause 7.1.2 at any time in the event that the Contractor:
- 7.3.1 uses or discloses the relevant Licensed Data other than strictly in accordance with this Clause 7; or

- 7.3.2 breaches any surviving term of this Contractor Licence,
- in which event the Contractor shall comply with an obligation equivalent to Clause 7.1.1 in respect of such Licensed Data.
- 7.4 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 4.1.2, 4.1.3, 5.4.4, 6.2, 7, 9, 10, and 11 to 15) shall continue in full force and effect notwithstanding such termination or expiry.
- 8 Variation**
- 8.1 The Licensor shall be entitled to vary this Contractor Licence with immediate effect by giving notice in writing to the Contractor.
- 8.2 If the Contractor is not entitled to use specific Licensed Data as a result of the variation of this Contractor Licence in accordance with Clause 8.1, then this shall be treated as a termination in part in relation to that specific Licensed Data and the Contractor shall comply with an obligation equivalent to Clause 7.1.1 with respect to such Licensed Data.
- 9 Auditing**
- 9.1 Upon Ordnance Survey's or the Licensor's written request, the Contractor shall provide written evidence of compliance with its obligations under this Contractor Licence.
- 9.2 The Contractor shall maintain accurate and complete records of its use of the Licensed Data.
- Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the Contractor's compliance with this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 9.3 The Contractor will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.
- 10 Warranties**
- 10.1 The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.
- 11 Liabilities**
- 11.1 Nothing in this Contractor Licence shall exclude or limit either party's (or, if applicable, Ordnance Survey's) liability for:
- 11.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
- 11.1.2 fraud or fraudulent misrepresentation.

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11.2 The Contractor acknowledges that Ordnance Survey shall have no liability whatsoever in respect of its use of the Licensed Data.

11.3 Subject to clause 11.1, the Contractor will indemnify the Licensor against all and any loss, liability, costs (including without limitation legal costs), claims, damages or expenses suffered or incurred by the Licensor or for which the Licensor may become liable arising out of any breach by the Contractor of any of the provisions of this Contractor Licence or the use by the Contractor of the Licensed Data.

**12 Assignment, subcontracting and sublicensing**

12.1 Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this Contractor Licence.

**13 Waiver**

13.1 The waiver on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.

13.2 No delay in exercising any right under this Contractor Licence shall constitute a waiver of such right.

**14 Contracts (Rights of Third Parties) Act 1999**

14.1 Subject to Clause 14.2, a person who is not a party to this Contractor Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Contractor Licence.

14.2 Ordnance Survey shall be entitled to the benefit of the terms of this Contractor Licence and the rights to enforce such terms under the Contracts (Rights of Third Parties) Act 1999.

**15 Governing Law and Jurisdiction**

15.1 This Contractor Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

Having read and understood this Contractor Licence, signed for and on behalf of [Licensor]

Signature .....

Name .....

Title .....

Date .....

Having read and understood this Contractor Licence, signed for and on behalf of [Contractor]

Signature .....

Name .....

Title .....

Date .....

Schedule 10

End User Licence

# Public Sector End User Licence Agreement

This End User Licence is made on the                      day of                      20

(1) [insert organisation name]  
of [insert address] (the **Licensor**);

and

(2) [insert organisation name]  
of [insert address] (the **End User**).

## Background

The Licensor is a Public Body licensed by Ordnance Survey to use Supplied Data upon particular terms. This End User Licence is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data.

## 1 Definitions & Interpretation

<b>Commercial Activity</b>	means any activity which involves or is intended to involve Financial Gain.
<b>Competing Activity</b>	means an activity that has been determined as a competing activity, or is in the process of being reviewed, pursuant to the terms of the licence between Ordnance Survey and the Licensor.
<b>Financial Gain</b>	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data. Financial Gain does not include any receipts from Statutory Charges.
<b>End User Purpose</b>	means the purpose described in Appendix 2 to this End User Licence or if Appendix 2 has not been completed, the purpose communicated by the Licensor to the End User at the time that the Supplied Data has been made available to the End User or from time to time.
<b>IPR</b>	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
<b>Ordnance Survey</b>	means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey whose principal place of business is at Explorer House, Adanac Drive, Southampton, SO16 0AS.



<b>Statutory Charge</b>	means charges which the Licensor or End User is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensor or End User is subject.
<b>Style Guide</b>	means the then current version of the style guide available on Ordnance Survey's Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
<b>Supplied Data</b>	means the data provided by the Licensor to the End User as set out in Appendix 1.
<b>Term</b>	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between Ordnance Survey and the Licensor.
<b>Use</b>	means copying, using and/or amending whether in electronic or paper form, only to enable the End User to undertake the End User Purpose and Using shall have an equivalent meaning.
<b>Website</b>	means the website <a href="http://www.ordnancesurvey.co.uk">http://www.ordnancesurvey.co.uk</a> or such other website as Ordnance Survey determines from time to time.
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland.

- |  |   |
|--|---|
| <p>1.1 In this End User Licence, unless the context otherwise requires:</p> <p>1.1.1 words in the singular include the plural and vice versa;</p> <p>1.1.2 references to: a) a Clause or Appendix are to a clause or appendix of this End User Licence; b) a party are to a party to this End User Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.</p> <p><b>2 Licence</b></p> <p>2.1 In consideration of the payment by the End User to the Licensor of the sum of £1 (receipt of which is hereby acknowledged), the Licensor grants to the End User a non-exclusive, non-transferable licence (revocable pursuant to the</p> | <p>terms of this End User Licence) to Use Supplied Data for the End User Purpose for the Term.</p> <p>2.2 This Licence is limited specifically to the rights granted in Clause 2.1 and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in Clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for Commercial Activity and/or any Competing Activity.</p> <p><b>3 End User's Obligations</b></p> <p>3.1 The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.</p> |
|--|---|

- 3.2 The End User shall:
- a) ensure that the Supplied Data is not copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
  - b) ensure that it does not use the Supplied Data for any Commercial Activity and/or for a Competing Activity;
  - c) not use Supplied Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Supplied Data or any person;
  - d) use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all Supplied Data which the Licensor provides the End User and which the End User holds or is responsible for are secure from unauthorised use or access;
  - e) notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use;
  - f) ensure that any copy protection measures are not altered;
  - g) include a background watermark to identify the source of the Supplied
- Data on any electronic copies of the Supplied Data at map scales of 1 10 000 or larger scale. The watermark must appear at least once and cover at least 10% of the map image reproduced;
- h) ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Supplied Data in compliance with the Style Guide; and
  - i) ensure that any Use of the Supplied Data must show the appropriate trade mark notations, which shall be notified to the End User by the Licensor, and shall not tamper with or remove any of the trade mark symbols or notices which are shown on any Supplied Data.
- 3.3 This End User Licence does not give the End User the right to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.
- 3.4 The End User hereby assigns to the Licensor all present and future IPRs it owns in amendments or adaptations made to the Supplied Data or other original works produced in the course of undertaking the End User Purpose and irrevocably waives its moral rights.

#### **4 Termination**

4.1 Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing.

4.2 This End User Licence will terminate automatically with immediate effect in the event that the Licensor's licence with Ordnance Survey is terminated or expires.

The Licensor will inform the End User of such termination as soon as practicable following such termination.

4.3 In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data.

4.4 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 3.2 d) and e), 4.2 to 4.4, 5, 6, 8, 10, 11 and 12) shall continue in full force and effect notwithstanding such termination or expiry.

#### **5 Limitation**

5.1 Subject to Clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including

without limitation negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:

- a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- b) any loss of goodwill or reputation;
- c) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.

5.2 Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

5.3 The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.

5.4 Subject to Clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the Supplied Data.

#### **6 Indemnity**

6.1 The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey in respect of any loss or damage and

against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the End User relating to this Licence or from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

- 6.2 The Licensor shall notify the End User as soon as practicable and in any event within 10 Working Days of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

## **7 Variation**

- 7.1 The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.
- 7.2 If the End User is not entitled to use specific Supplied Data as a result of the variation of this End User Licence in accordance with Clause 7.1, then this shall be treated as a termination in part in relation to that specific Supplied Data and the End User shall comply with an obligation equivalent to Clause 4.3 with respect to such Supplied Data.

## **8 Auditing**

- 8.1 Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence

of compliance with its obligations under this End User Licence.

- 8.2 The End User shall maintain accurate and complete records of its use of the Supplied Data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

- 8.3 The End User will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.

## **9 Assignment, subcontracting and sublicensing**

- 9.1 Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this End User Licence.

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

- 10.1 Subject to Clause 10.2, a person who is not a party to this End User Licence has no right under the

Contracts (Rights of Third Parties)  
Act 1999 to enforce or enjoy the  
benefit of any term of this End User  
Licence.

- 10.2 Ordnance Survey shall be entitled to  
the benefit of the terms of this End  
User Licence and the rights to  
enforce such terms under the  
Contracts (Rights of Third Parties)  
Act 1999.

## 11 Waiver

- 11.1 The waiver on a particular occasion  
by either party of rights under this  
End User Licence does not imply that

other rights will be waived.

- 11.2 No delay in exercising any right  
under this End User Licence shall  
constitute a waiver of such right.

## 12 Governing Law and Jurisdiction

- 12.1 This End User Licence is governed by  
the law of England and Wales and  
both parties submit to the exclusive  
jurisdiction of the English courts.

Having read and understood this End User  
Licence, signed for and on behalf of  
[Licensor]

Signature .....

Name .....

Title .....

Date .....

Having read and understood this End User  
Licence, signed for and on behalf of [End  
User]

Signature .....

Name .....

Title .....

Date .....

## **Appendix 1 to the End User Licence**

### **Supplied Data**

## **Appendix 2 to the End User Licence**

### **End User Purpose**