

# 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) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS (**Ordnance Survey**); and
- (2) The Secretary of State for Business, Energy and Industrial Strategy whose office is located at 1 Victoria Street, LONDON, SW1H 0ET (**BEIS**).

**Whereas:**

- A Ordnance Survey is the national mapping agency of Great Britain and is a limited liability company wholly owned by Government.
- B BEIS 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 BEIS 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>Expression</b>	<b>Meaning</b>
<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>CPI</b>	means the Consumer Prices Index Summary published monthly by the Office for National Statistics or, failing such publication, such other index or adjustments to the Index as the parties may agree in writing;
<b>Data</b>	means the Ordnance Survey products in digital form listed or referred to 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 or referred to 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 or referred to 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);
<b>Digimap for Schools Agreement</b>	means the agreement of the same name between Ordnance Survey and JISC Services Limited;
<b>Digimap Mapstream Agreement</b>	means the Mapstream Service for Schools Agreement between Ordnance Survey and EDINA (the national datacentre which is part of the University of Edinburgh);
<b>Disclosure Requests</b>	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;
<b>Download Service</b>	means a service provided by Ordnance Survey enabling the downloading by Members of Data pursuant to Part 3 of Schedule 1 (Specification);
<b>Eligible Body</b>	means <ul style="list-style-type: none"> <li>a) a body which falls within the definition of “contracting authority” in Regulation 2(1) of the Public Contracts Regulations 2015, excluding (i) the Excluded Bodies, and (ii) any Infrastructure Body, and</li> <li>b) any Additional Public Bodies;</li> </ul>
<b>Employee Liabilities</b>	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;
<b>Enquiry</b>	means any recorded communication to Ordnance Survey from a Member (including emails, web forms and letters) concerning any of the Services, Datasets and other rights contained in the Member Licence. For the avoidance of doubt, this includes any OS OpenData Datasets as supplied by Ordnance Survey;
<b>Error Report</b>	means any (i) Telios submission, or (ii) Enquiry submitted by a Member to Ordnance Survey pursuant to the Member Licence, in each case concerning any inability of a Member fully to utilise any Data supplied under this Agreement, including for example: <ul style="list-style-type: none"> <li>• the Data does not appear to do what is expected;</li> <li>• not receiving the correct Dataset and/or geographical extent requested;</li> <li>• the supply of damaged/defective media or corrupt Data</li> <li>• possible missing Data;</li> <li>• possible missing features; or</li> <li>• possible incorrect features in the Data;</li> </ul>

<b>Excluded Bodies</b>	means: <ul style="list-style-type: none"> <li>a) any body whose geographic remit is wholly or mainly in Scotland and/or Northern Ireland,</li> <li>b) save where Ordnance Survey and BEIS otherwise agree, any public or private limited company (including whether limited by shares or guarantee),</li> <li>c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the Housing and Regeneration Act 2008, and</li> <li>d) and any other body as may be agreed by Ordnance Survey and BEIS from time to time;</li> </ul>
<b>Formats</b>	means those formats set out in Part 2 of Schedule 1 (Specification);
<b>Geographic Information</b>	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;
<b>GI Customer Group (or GICG)</b>	means the group established by BEIS, 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: <ul style="list-style-type: none"> <li>a) a body which falls within the definition of 'utility' in Regulation 2 of the <i>Utilities Contracts Regulations 2006</i> or Regulation 2 of the <i>Utilities Contracts (Scotland) Regulations 2006</i>;</li> <li>b) a body which is a provider of a 'Public Electronic Communications Network' as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the <i>Communications Act 2003</i>; or</li> <li>c) any other entity as may be agreed by OS and BEIS from time to time as being an infrastructure body, as published on the OS Website;</li> </ul>
<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 or referred to 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 referred to 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>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>Service Report</b>	means the report to be provided by Ordnance Survey in accordance with Clause 11.4;
<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>TellOS</b>	means an error and omissions reporting online tool known as Tell OS, currently being piloted amongst Members, or any updated version or replacement of such tool;
<b>Term</b>	means ten (10) Years commencing on the Commencement Date;

<b>Tier 1 Members</b>	means:
	<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>
	save only that the total number of such Tier 1 Members shall not exceed 1500;
<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;
<b>Year</b>	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 <b>Year 1</b> shall mean the first such period of twelve (12) months, <b>Year 2</b> 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 Member Licence.
- 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. BEIS 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, OS<sup>1</sup> or 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 BEIS 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 BEIS pursuant to Clause 4.1 and Schedule 3 (Payment Provisions) are exclusive of VAT. BEIS 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 an annual cap of £300,000, BEIS 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, BEIS'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

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<sup>1</sup> Note that OS is licensed to use and re-use Crown intellectual property rights under the Crown Rights Agreement.



- 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 BEIS's liability in relation to payment of the Annual Fee (and any interest thereon).

## **6 TUPE**

- 6.1 BEIS 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 BEIS 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 BEIS in respect of any part of the Annual Fee which has been paid by BEIS 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) BEIS 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), BEIS and Ordnance Survey will take into account the views of the GI Customer Group in agreeing any variation.

10.3 The parties will comply with Schedule 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 BEIS 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 BEIS 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.

BEIS 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", "Public Sector End User Licence" and "Public Sector Innovation Licence" by reference to documents made available on the Ordnance Survey website, at the following link <https://www.ordnancesurvey.co.uk/business-and-government/help-and-support/public-sector/guidance/licences.html>. 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 BEIS Agreement Manager or the Ordnance Survey Agreement Manager shall include such an authorised deputy.
- 11.4 Ordnance Survey shall keep BEIS and the GI Customer Group regularly informed by way of a monthly written bulletin (which, once per year (in the report for March), will include a comparison of that year's performance as against the previous year's performance) of the progress and development of the Data and the levels and types of Data and Services provided, to enable BEIS and the GI Customer Group to monitor the progress of the Agreement. Periodically these bulletins will also feature overall trends to assist the parties in any consideration of potential developments in and/or changes to the Data.
- 11.5 Ordnance Survey shall consult with BEIS in good faith prior to suspending or terminating any Member Licence pursuant to clause 4.4.2 or 4.4.3 of such Member Licence.

## **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 BEIS 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 BEIS 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 Competition and Markets Authority 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 (i) declared ineffective pursuant to a challenge brought under or pursuant to the Public Contracts Regulations 2006 or 2015, or (ii) terminated by BEIS pursuant to regulation 73(1) or (3) of the Public Contracts Regulations 2015, such declaration or termination 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 BEIS. For the avoidance of doubt, the losses and liabilities in respect of which BEIS 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 or 2015, provided that BEIS's liability to reimburse Ordnance Survey, either on a declaration of ineffectiveness pursuant to such a challenge or on a termination pursuant to regulation 73(1) or (3) of the Public Contracts Regulations 2015, 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. Both parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any proceedings issued by either party in connection with this Agreement.

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

**20        Signing**

Signed for and on behalf of **Ordnance Survey Limited**

Having read and understood this Agreement signed for  
and on behalf of **The Secretary of State for Business,  
Energy and Industrial Strategy**

<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 of this Schedule 1 (Specification);
- the OS OpenData Datasets will be available as pre-defined areas as specified in Schedule 1 to the OS OpenData Commercial Agreement; and
- the publication schedule for each new edition of the OS OpenData Datasets will be as specified in Schedule 1 to the OS OpenData Commercial Agreement.

For the avoidance of doubt, to the extent that the published specification for any Dataset is inconsistent with Table 1 or the OS OpenData Commercial Agreement in any way, Table 1 and the OS OpenData Commercial Agreement 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<sup>1</sup>

ADDRESS-POINT®<sup>2</sup>

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

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

National Land and Property Gazetteer<sup>2</sup>

1:10 000 Scale Raster<sup>3</sup>

OS VectorMap® Local

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

Code-Point®

Code-Point® with polygons

AddressBase®

AddressBase® Plus

AddressBase® Premium

OS MasterMap Highways Network Layer<sup>4</sup>

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<sup>1</sup> From the Highways Equivalency Date (see footnote 4 below), this Dataset will be licensed for two more years (on a dual-running basis), following which it will be withdrawn. Following the date of withdrawal, this Dataset will be licensed on a residual rights basis in accordance with paragraph 5 of Part B to Appendix 2 of the Member Licence.

<sup>2</sup> These Datasets will only be licensed until 31 October 2014 (after which residual rights will apply in accordance with paragraph 4 of Part B to Appendix 2 of the Member Licence). Subject to footnote 3 on the following page, no new orders or extensions to existing coverage for these Datasets will be possible on and following 1 April 2014.

<sup>3</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. Following such date, residual rights will apply in accordance with paragraph 3 of Part B to Appendix 2 of the Member Licence.

<sup>4</sup> This Dataset will be licensed under the Member Licence from the date on which it is available in the Core online ordering system (as described in Part 3 below), so that Members are able to evaluate the Dataset. With effect from a date to be agreed between the parties (the **Highways Equivalency Date**), such date to be the date on which the parties are confident that this Dataset has equivalent functionality to OS MasterMap Integrated Transport Network Layer in all material respects, the two year process of replacing OS MasterMap Integrated Transport Network Layer with OS MasterMap Highways Network Layer will begin. To be clear, until the Highways Equivalency Date, Members will have the same rights to use the OS MasterMap Highways Network Layer as they have for the other Core OS Datasets, notwithstanding that the purpose of any such use will be to evaluate the Dataset. Following the Highways Equivalency Date, the reference to a purpose of evaluation will no longer apply. It is envisaged that the Highways Equivalency Date will be in spring 2017; should the Highways Equivalency Date not have occurred prior to 31 December 2017, OS MasterMap Highways Network Layer will no longer be licensed under the Member Licence, and OS will instead make the Dataset available to Members under standard evaluation terms, until the Highways Equivalency Date (at which point the Dataset will be licensed under the Member Licence). (Note that references in this Agreement to the OS MasterMap Highways Network Layer include the Roads, Routing and Asset Management and Paths themes.)

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

<b>OS Dataset</b>	<b>Supply Extent<sup>1</sup></b>	<b>Publication frequency<sup>2</sup></b>	<b>Months of publication</b>
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)	3 monthly	April, July, October, January
ADDRESS-POINT®	N/A	N/A	N/A
OS MasterMap® Address Layer	N/A	N/A	N/A
OS MasterMap® Address Layer 2	N/A	N/A	N/A
National Land and Property Gazetteer	N/A	N/A <sup>3</sup>	N/A
1:10 000 Scale Raster	N/A	N/A	N/A
OS VectorMap® Local	5km grid squares	3 monthly	Jan, Apr, Jul, Oct
1:25 000 Scale Raster	10km grid squares	3 monthly	June, Sep, Dec, Mar
1:50 000 Scale Raster	20km grid squares	3 monthly	June, Sep, Dec, Mar
Code-Point®	GB	3 monthly	Feb, May, Aug, Nov
Code-Point® with Polygons	GB	3 monthly	Jan, Apr, Jul, Oct
AddressBase®	GB, England, Scotland, Wales or User-Defined	6 weekly <sup>3</sup>	As published on website
AddressBase® Plus	GB, England, Scotland, Wales or User-Defined	6 weekly <sup>3</sup>	As published on website
AddressBase® Premium	GB, England, Scotland, Wales or User-Defined	6 weekly <sup>3</sup>	As published on website
OS MasterMap Highways Network Layer <sup>4</sup>	GB, England, Scotland, Wales or User-Defined	Monthly	Monthly

<sup>1</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 geo-chunks (as set out in paragraph 3.3 (a)).

<sup>2</sup> For the avoidance of doubt, Change Only Updates will only be available for those Datasets where specified in the relevant Dataset Specification.

<sup>3</sup> Following the withdrawal of the National Land and Property Gazetteer on 31 October 2014, those Members which are a party to the Data Co-operation Agreement with GeoPlace LLP ("Contributing Authorities") will be entitled to continue to receive daily, weekly or monthly updates, in DTF 7.3 format, of certain elements of AddressBase Premium which are equivalent to the data received prior to such date; this is known as the AddressBase Incremental Change Service. Data Co-operation Agreement means, for the purposes of this footnote, the agreement of the same name under which GeoPlace LLP and individual Local Authorities provide services to each other related to addressing information.

<sup>4</sup> See footnote 4 on previous page.



## Part B – OS OpenData Datasets

Those Datasets set out in Schedule 1 of the OS OpenData Commercial Agreement.

## Part 2 – Formats

### A – Core Datasets

Products	GML	ESRI Shapefile	MapInfo Mid/Mif	MapInfo TAB	TIFF (LZW Comp)	TIFF (Uncomp)	TIFF (Group 3 Comp)	TIFF (Group 4 Comp)	Bit map (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
AddressBase® Plus	Yes	x	x	x	x	x	x	x	x	Yes	x	x	x
AddressBase® Premium	Yes	x	x	x	x	x	x	x	x	Yes	x	x	X
OS MasterMap Highways Network Layer	Yes	X	X	X	X	X	X	X	X	X	X	X	X

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

### B – OS OpenData Datasets

The Formats will be as set out in Schedule 1 of the OS OpenData Commercial Agreement.

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

## Part 3 – Supply Services

### 1 Ordering and Fulfilment

Ordnance Survey will make the Data available, 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.

## **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 from Ordnance Survey.

- Core Datasets – the Core online ordering mechanism will enable Members to select any Core Dataset specific supply options (eg. data formats, data supply mechanism, data refresh/update options).
- OS OpenData Datasets – the OS OpenData online ordering mechanism will enable Members to select any OS OpenData Dataset as set out in Schedule 1 of the OS OpenData Commercial Agreement.

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 mechanisms. 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 Core 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 The OS OpenData online ordering mechanism enables Members to select any of the OS OpenData Datasets. The parties acknowledge that, with effect from a date to be notified by Ordnance Survey (expected to be c. 2017), the OS OpenData Datasets will only be available from the OS OpenData pages on the Ordnance Survey website (which will be linked to from the Core online ordering mechanism and from the public sector webpages on the Ordnance Survey website). From such time, paragraph 2.2 above will only apply in relation to the Core online ordering mechanism.

### **3 Data Fulfilment**

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

Users' Dataset orders placed through the Core online ordering mechanism will be fulfilled by the supply method selected by a user from an option or options appropriate (as determined by Ordnance Survey) to the format, geography, coverage and update schedule selected by the user.

Users' Dataset orders placed through the OS OpenData online ordering mechanism will be fulfilled from the options selected by a user from the option or options available (as determined by Ordnance Survey) appropriate to the format, geography and coverage.

#### **3.2 Physical Media Service**

In relation to orders placed through the Core online ordering mechanism, (a), (b) and (c) below apply.

- (a) The 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 CPI no more frequently than annually (and, for the avoidance of doubt, where Ordnance Survey does not vary the figure to reflect CPI in any year or years, it shall be entitled to vary the figure to reflect CPI 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 2016:

- Customer orders will be despatched by any courier as may be appointed by Ordnance Survey from time to time;
- Alternatively, at a Member's request, customer orders may be despatched by an alternative carrier, 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.

Orders placed through the OS OpenData online ordering mechanism will be fulfilled on the physical media option as described on the OS OpenData webpages.

#### **3.3 Electronic Transfer Mechanisms**

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

- (a) Download Service

All Datasets are 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 Datasets supplied by the Download Service are only supplied in geo-chunks.

- (b) FTP

OS MasterMap Topography Layer, OS MasterMap ITN + RRI Layers, AddressBase, AddressBase Plus and AddressBase Premium 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 the support provided to Members by Ordnance Survey under this Part 4.

For all Members (Tier 1 and Tier 2), the access to this support will be primarily through the Ordnance Survey website and the helpdesk. In addition to the Website and Helpdesk Support, Ordnance Survey will provide Additional Support Services.

Tier 1 Members will also have access to Relationship Management Support and Technical Support Services to be clear, Tier 2 Members will not have access to such services.

In respect of these Support Services, where it is found that an issue is the direct result of the in-house development and use of Ordnance Survey data by a Member, Ordnance Survey will endeavour to support the Member in the resolution of that issue through the Technical Support Services. However, Ordnance Survey will not provide Support Services in relation to issues that are clearly identified as related to third party applications and soft/hardware issues (although Ordnance Survey will, where reasonable to do so, facilitate contact between the Member and the third party).

The support available to Members through each of these Services is outlined below.

### **1 Website Support**

The Website Support will comprise:

- The Ordnance Survey corporate website, which will include Product and other corporate information;
- A dedicated public sector area, which will facilitate Members' ability to "self-help" themselves;
- Access to a dedicated secure Members' area. This will include, for example, on-line ordering and fulfilment environments and other community information.

The above resources will, between them, include information on the Datasets available and their usage, licensing guidance, basic technical support and community information (including, for example, membership applications, news bulletins, forums, case studies, reports and contact information for other Members (subject to the consent of the relevant other Members).

### **2 Helpdesk Support**

Where a Member wants support for a specific enquiry that has not been answered through the Website Support, they will be able to contact a dedicated public sector helpdesk. In addition to written contact (e.g. by email or web forms), the helpdesk will be open on Working Days to receive telephone calls between 08.30 and 17.30.

The helpdesk will endeavour to provide a response to that enquiry to the Member's satisfaction, using Ordnance Survey's knowledge base.

If the helpdesk is unable to resolve that issue, where appropriate, it will be escalated to an appropriate second level of support, which may include any of Ordnance Survey's business areas. All enquiries will be managed in accordance with the service levels at Part 5 of this Schedule 1.

As necessary, the helpdesk will also facilitate requests for meetings with Tier 1 Members by Ordnance Survey's Relationship Managers and Technical Support operatives.

Measuring Member satisfaction will be managed through Ordnance Survey's internal quality assurance processes, as supported by direct feedback from Members and customer surveys. Any resultant action plans will be incorporated into the Service Reports.

### **3 Additional Support Services**

In addition to the Website and Helpdesk Support Services outlined above, Ordnance Survey will provide the following services to all Members.

### **3.1 Agreement Management**

The Ordnance Survey Agreement Manager acts as the principle liaison between the stakeholders (that is BEIS, GICG and Ordnance Survey) and has overall responsibility to ensure Ordnance Survey delivers the core requirements and obligations of the Agreement. This means, the ability for all Members to place orders for Datasets and have them fulfilled; the delivery of the appropriate supporting licensing framework and the provision of the Support Services.

The Ordnance Survey Agreement Manager will work closely with:

- The BEIS Agreement Manager and Head of PSMA Secretariat to ensure that all Ordnance Survey Support Service personnel and Product owners are regularly kept informed and made aware of the requirements of the Agreement as they are updated.
- Relationship Management and Technical Support Services to ensure that new government policy is tracked and PSMA data is clearly seen to be delivering value to Members, underpinning wider government policy and service delivery. This includes work to ensure that Return on Investment (RoI) and policy supporting case studies are created to promote best practice use of geographic information and demonstrate RoI to Government; such work will include supporting the ongoing development of the PSMA Value Model and other forms of value evidence.
- Ordnance Survey partner organisations to communicate market requirements and influence service development.

### **3.2 Contract Management**

Ordnance Survey will appoint an Ordnance Survey Contract Manager, who will have the responsibility for the day to day management of the Agreement, ensuring the contractual obligations are being met and the continual smooth running and delivery of the Support Services.

The Ordnance Survey Contract Manager will:

- Work closely with relevant areas of Ordnance Survey to understand their operating environments, seeking and agreeing improvements and the reporting of the Agreement's performance against the Service Levels and or the provision of other management information. For example, membership levels and products being supplied, and ensuring those reports and other information are appropriately and timely communicated to the relevant stakeholders.
- Work jointly with BEIS, ensuring that new applications are properly assessed as to their entitlement for membership, including making recommendations where necessary, against the agreed eligibility criteria.
- As the needs of the membership evolves, work closely with all the Support Services and other Ordnance Survey business areas to ensure that, between them, they are continually able to provide authoritative support and guidance, technical advice and clarification on the terms and conditions of the Agreement that, where possible, both resolves a particular issue to that Member's satisfaction and works towards improving the customer experience for other Members; for example, working with Ordnance Survey's Pricing and Licensing Team to manage the Exemption Process (as described in clause 2.6 of the Member Licence) and the guidance available on the website.

### **3.2 Communications Support**

Ordnance Survey will provide Communications Support for the PSMA. This support will include activities that enable Members to be more able to "self-help" themselves, for example, by the use of webinars, audio-visual tutorials, forums, etc. and with a view to bringing together the public sector community sharing best practice and communicating updates.

This support also includes the publication of bulletins and newsletters, as and when required to all Members, 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 usage and associated applications and any other issues as jointly agreed by the parties.

Each year, Ordnance Survey will work jointly with and support BEIS and the GI Customer Group with their annual PSMA conference and regional PSMA events.

### **3.3 Data Fulfilment Service**

The Data Fulfilment Service exists to govern all data fulfilment and licence implementation by Ordnance Survey.

To support the PSMA, this support includes: setting up the customer account records, receiving membership approval, enabling access to the on-line ordering environment, capturing and processing each Dataset order, ensuring all Dataset orders are fulfilled in a timely manner.

## **4 Relationship Management and Technical Support Services**

Relationship Management and Technical Support services will be delivered to Tier 1 Members only.

Access to these Services will be primarily via the helpdesk. Where required, they will work closely with the helpdesk and other Ordnance Survey units to resolve any support issues to the Tier 1 Member's satisfaction.

Meetings with Tier 1 Members will be either be individual, group, or through conferences. A meeting may be face to face or facilitated by using communication technologies such as interactive voice and/or video internet meetings.

The primary objectives of the Relationship Management and Technical Support Services will be to assist Tier 1 Members in:

- **Getting started with the data**  
Aimed at identifying and encouraging eligible organisations to join this Agreement and facilitating greater use of the PSMA within existing Member organisations. Will consist of support to new Principal Contacts (as described in paragraph 2.2 of Part 3 above) and/or end users and will be aimed at helping a new Member understand what is available under this Agreement. For example, this could consist of advice and guidance on the products and services available, demonstration of Datasets, advice and guidance on tools and service platforms available and answers to basic licensing questions. More technical advice could include support and advice on formats, ordering of data, styling and loading of data and usage of data;
- **Understanding and using the Data – including product and data migration**  
Aimed at helping Members understand and realise the benefits of using the Data in their core operations and services. For example, this could include detailed product and services demonstrations within their business and user environments, discussions and workshops. On-site training could be delivered, and include advice and guidance on detailed technical issues such as: researching and replicating Member data issues; helping Members manage and maintain their data holdings and working with system suppliers. As new Datasets are introduced, will also help Members with the movement from an old or legacy data product to a new product or format, or movement of data from a legacy or current system to a new environment;
- **Maximising the value of the data and GIS**  
Aimed at helping Members with new initiatives involving usage of the Data and GIS, in extension of service and operations. It will involve helping Members understand the data context of their user requirement and explore how Data and related technologies can help. May include limited data cleansing, data modelling, and data analytics and data visualisation. May also include support in the carrying out of GI reviews. An important outcome will be the creation of White/Green papers and case studies to illustrate the value of geographic data at the centre of government policy and to improve public service delivery. *When being requested by the Member, this support will be delivered to a maximum of 5 man days per assignment;*

- **Underpinning government policy and operations**

- Aimed at engaging across Member organisations to create partnerships with senior stakeholders and directors. Will identify, research and track policy and champion the adoption of geographic information to underpin government policy and improve public service delivery. For example, this could include working with Members to: provide return on investment and policy supporting case studies (which will be used within the Value Model), create and promote best practice use of geographic information. Work with partner organisations to communicate market requirements, influence product development and pricing and licensing to meet policy and Members' needs as they change;

Any 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 Customer 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	<p>Ordnance Survey shall ensure that 99% of Datasets specified by Members via the core online ordering mechanisms are dispatched or (where appropriate) made available online to Members within 10 Working Days of receipt of a valid order.</p> <p>From Year 7, this Service Level will change to 5 Working Days.</p>	To ensure that Data is delivered within the agreed timescales	<p>Any instances where Ordnance Survey has not dispatched data within this timeframe will result in Ordnance Survey:</p> <ul style="list-style-type: none"> <li>• explaining to the affected 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>• reporting the failure, resolution and any changes to processes in the next Service Report.</li> </ul>
Supply of Data updates	<p>Ordnance Survey shall ensure that 99% of Change Only Updates, Updates and annual resupplies of Datasets ordered via the core online ordering mechanisms are available to Members to order in accordance with Part 3 of Schedule 1 (Specification).</p> <p>For OS MasterMap and AddressBase Datasets, this is within 15 Working Days of the publication date as shown on the Ordnance Survey website.</p>	To ensure that Updates are delivered within the agreed timescales	<p>Any instances where Ordnance Survey has not dispatched data within this timeframe 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 Service Report for the GI Customer Group.</li> </ul>

Activity	Service Level	Aim	Measurement criteria
	For all other Datasets, this is within 15 Working Days of the last Working Day of the specified month of publication for that relevant Dataset.		
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, 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).	To ensure the Ordnance Survey is responsive to resolving all Error Reports	<p>Any instances where Ordnance Survey has not resolved Error Reports within the timetable set out will result in Ordnance Survey:</p> <ul style="list-style-type: none"> <li>• explaining to the affected Member why the Service Level was not met;</li> <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>• reporting the failure, resolution and any changes to processes in the next Service Report.</li> </ul>



Activity	Service Level	Aim	Measurement criteria
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 99.5% of the Core Service Hours in each Year. Core Service Hours shall comprise the period from 08:00 to 18:00 on each Working Day, excluding any Planned Maintenance Period. A Planned Maintenance Period shall mean any period no greater than one hour's duration of which BEIS and all Members have been given at least one week's advance notice. Ordnance Survey will provide evidence of uptime statistics to demonstrate availability/usage.	To ensure that Members have access to a regularly updated website	Any instances where Ordnance Survey has not met the 99.5% availability level in any Year will result in Ordnance Survey: <ul style="list-style-type: none"> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• reporting the failure, resolution and any changes to processes in the next Service Report.</li> </ul>
Enquiries – resolution	Ordnance Survey to resolve 98% of the clearly identified Enquiries to the Member's reasonable satisfaction within 5 Working Days of receipt of the Enquiry, save that if, on submission of the Enquiry, Ordnance Survey reasonably considers that the Enquiry cannot be resolved within 5 Working Days, the Member will be notified accordingly and will, at the same time, be given a proposed timetable for the resolution of the Enquiry (and, for the avoidance of doubt, Ordnance Survey shall, having reached agreement with the Member as to the timetable, resolve the Enquiry within such timetable).	To ensure Ordnance Survey is responsive to resolving all Enquiries	Any instances where Ordnance Survey has not resolved Enquiries within the timetable set out will result in Ordnance Survey: <ul style="list-style-type: none"> <li>• amending business processes, as appropriate, to limit likelihood of the same instance reoccurring;</li> <li>• reporting the failure, resolution and any changes to processes in the next Service Report.</li> </ul>

## **Schedule 2      Licence Terms**

### **Part A – OS OpenData Licence Terms**

As can be found by following the link at the following webpage: <https://www.ordnancesurvey.co.uk/business-and-government/licensing/using-creating-data-with-os-products/os-opendata.html>.

### **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).

# PSMA Member Licence

## This Agreement is made between:

- (1) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**OS**); and
- (2) Licensee (**Licensee**).

## Whereas:

- A OS has entered into an agreement with the Secretary of State for Business, Energy and Industrial Strategy (**BEIS**) in connection with the licensing of data and supply of services to the public sector in England and Wales (the **Public Sector Mapping Agreement** or **PSMA**).
- B The Licensee is a public sector body and, under the terms of the PSMA, is entitled to receive the data from OS on the terms of this Licence.
- C This Licence sets out the terms on which the Licensee may use the Datasets provided by OS. For the avoidance of doubt, this Licence does not set out terms governing the use of OS OpenData; such data is governed by the Open Government Licence.

## Agreed Terms:

### 1 Definitions & interpretations

<b>AddressBase Datasets</b>	means AddressBase, AddressBase Plus and AddressBase Premium.
<b>Addressing Datasets</b>	means ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2, the National Land and Property Gazetteer <sup>1</sup> and the AddressBase Datasets. Addressing Data shall mean any data contained within any such Addressing Datasets.
<b>Ancillary Rights</b>	means the rights set out in Clauses 2.4, 2.7 and 8.4.1 c).
<b>BEIS</b>	has the meaning ascribed thereto in Recital (A) at the front of this Licence.
<b>Commencement Date</b>	means the later of: <ol style="list-style-type: none"> <li>a) the date on which OS: <ol style="list-style-type: none"> <li>i) first receives a signed hard copy of the Licensee's validly completed Member Licence Acceptance Form; or</li> <li>ii) confirms receipt of the Licensee's validly completed on-line Member Licence Acceptance Form (where the Licensee completes such form via any on-line acceptance system operated by OS); and</li> </ol> </li> <li>b) 1 April 2011.</li> </ol>
<b>Competing Activity</b>	has the meaning given to such term in Appendix 1.
<b>Confidential Information</b>	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of this Licence.

<sup>1</sup> Now known as the AddressBase Incremental Change Service.

<b>Contractor</b>	means any contractor engaged by the Licensee or tendering to provide goods or services to the Licensee in connection with Licensed Data.
<b>Contractor Licence</b>	means a formal written agreement entered into between the Licensee and a Contractor in accordance with Clause 2.7.
<b>Data</b>	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
<b>Dataset</b>	means any one of the products in digital form listed in Part A of Appendix 2.
<b>Disclosure Requests</b>	means requests for information relating to this Licence pursuant to FOIA or the Environmental Information Regulations.
<b>Eligible Body</b>	means a Public Body excluding the Excluded Bodies.
<b>End Users</b>	means Public Sector End Users, INSPIRE End Users, INSPIRE Relevant Body End Users and Public Sector Innovation End Users.
<b>Environmental Information Regulations</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.
<b>Excluded Bodies</b>	means: <ul style="list-style-type: none"> <li>a) any body whose geographic remit is wholly or mainly in Scotland and/or Northern Ireland,</li> <li>b) save where BEIS and OS otherwise agree, any public or private limited company (including whether limited by shares or guarantee),</li> <li>c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the <i>Housing and Regeneration Act 2008</i>, and</li> <li>d) any other body as may be agreed by OS and BEIS from time to time.</li> </ul>
<b>Feature</b>	means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
<b>Feature Attribution</b>	means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
<b>FOIA</b>	means the <i>Freedom of Information Act 2000</i> , the <i>Freedom of Information (Scotland) Act 2002</i> and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation.

<b>Free to Use Data</b>	<p>means Data created by the Licensee:</p> <ul style="list-style-type: none"> <li>a) using a Topographic Dataset as a source to infer the position of the Data the Licensee creates; or</li> <li>b) which copies in part a Feature (copying in part meaning where the Data created partially coincides with a Feature in the source Topographic Dataset), in each case provided that the Data: <ul style="list-style-type: none"> <li>i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;</li> <li>ii) does not represent a Feature or Feature Attribution in the source Topographic Dataset;</li> <li>iii) is not a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and</li> <li>iv) can be used independently of the OS Data,</li> </ul> </li> </ul> <p>and in each case only to the extent that the Data created incorporates IPR owned by OS and/or which is licensed by OS from the Controller of Her Majesty's Stationery Office. For information purposes only, examples of Free to Use Data are published on the OS Website.</p>
<b>Highways Equivalency Date</b>	has the meaning ascribed thereto in footnote 4 of Appendix 2.
<b>Infrastructure Body</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) a body which falls within the definition of 'utility' in Regulation 2 of the <i>Utilities Contracts Regulations 2006</i> or Regulation 2 of the <i>Utilities Contracts (Scotland) Regulations 2006</i>;</li> <li>b) a body which is a provider of a 'Public Electronic Communications Network' as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the <i>Communications Act 2003</i>; or</li> <li>c) any other entity as may be agreed by OS and BEIS from time to time as being an infrastructure body, as published on the OS Website.</li> </ul>
<b>Independent Advisory Group</b>	means the group to be established, and which will act, in accordance with terms of reference to be agreed between BEIS, OS and The National Archives, which group will, for the avoidance of doubt, include one representative from and appointed by each of BEIS, The National Archives and OS, provided that the OS representative shall sit in an advisory capacity only.
<b>INSPIRE End User</b>	has the meaning ascribed thereto in Appendix 1.
<b>INSPIRE Relevant Body End User</b>	has the meaning ascribed thereto in Appendix 1.
<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>Licensed Data</b>	means products in digital form listed in Part A of Appendix 2 as amended from time to time (and associated documentation), including, subject to Clauses 2.3 and 2.4, Data created by the Licensee using or in conjunction with Licensed Data.
<b>Licensed Use</b>	means the Licensee's permitted use of Licensed Data in accordance with Clause 2.2.

<b>Login Details</b>	means any unique login details (such as user names and passwords) as are notified to the Licensee by OS from time to time, for the purpose of the Licensee accessing any on-line ordering system, including for the avoidance of doubt the login credential described in Clause 4.3.2.
<b>Member</b>	means any Eligible Body which has entered into a licence with OS on the same terms as this Licence, and whose licence has not expired, nor been terminated or suspended.
<b>Member Licence Acceptance Form</b>	means the confirmation of membership in the form issued by OS.
<b>One Scotland Licence</b>	means a licence entered into pursuant to the One Scotland Mapping Agreement.
<b>One Scotland Mapping Agreement</b>	means the agreement between OS and Scottish Ministers, with an effective date of 1 April 2013, as varied from time to time.
<b>One Scotland Member</b>	means any body which is a party to an extant One Scotland Licence with OS pursuant to the One Scotland Mapping Agreement.
<b>Open Derived Data</b>	means any data released by the Licensee in accordance with Clause 2.5.
<b>Open Government Licence or OGL</b>	means the terms set out at <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/">http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</a> .
<b>OS Data</b>	means Data which OS owns (or is licensed to OS from the Controller of Her Majesty's Stationery Office) or which OS licenses from a third party including, without limitation, Licensed Data.
<b>OS Licence Manager</b>	means OS's Licence Manager, who is identified in Clause 15.1.1, or as otherwise notified to the Licensee from time to time.
<b>OS OpenData</b>	means the datasets identified on our website ( <a href="http://www.os.uk/business-and-government/products/opendata-products-grid.html">http://www.os.uk/business-and-government/products/opendata-products-grid.html</a> ) which are owned by or licensed to OS and are licensed under the Open Government Licence.
<b>OS Website</b>	means the website <a href="http://www.os.uk">http://www.os.uk</a> or such other website as OS determines from time to time.
<b>Pricing and Licensing Team</b>	means a business unit within OS comprising experts in relation to OS's pricing and licensing framework.
<b>Pricing and Trading Group</b>	means OS's corporate governance group (which is a sub-group of the OS Board) concerned with the development and operation of corporate pricing, licensing and trading arrangements.
<b>Principal Contact</b>	means the Member's PSMA Principal Contact, as notified to OS from time to time.
<b>Public Body</b>	means: <ul style="list-style-type: none"> <li>a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the <i>Public Contracts Regulations 2015</i> or Regulation 2(1) of the <i>Public Contracts (Scotland) Regulations 2015</i>, excluding any Infrastructure Body; and/or</li> <li>b) a Council constituted pursuant to section 2 of the <i>Local Government etc. (Scotland) Act 1994</i>; and/or</li> <li>c) any other entity as may be agreed by OS and BEIS from time to time as being a public body, as published on the OS Website.</li> </ul>
<b>Public Sector Innovation Licence</b>	has the meaning ascribed thereto in Appendix 1.
<b>Public Sector Innovation End User</b>	means a person entering into a Public Sector Innovation Licence with the Licensee.
<b>Public Sector End User</b>	has the meaning ascribed thereto in Appendix 1.

<b>Public Sector Licensing Guidance</b>	means the area of the OS Website that provides support to the public sector community on public sector licensing, as may be amended by OS from time to time.
<b>Public Sector Mapping Agreement or PSMA</b>	has the meaning ascribed thereto in Recital (A) at the front of this Licence.
<b>Specification</b>	means, subject to any exceptions set out in Schedule 1 to the PSMA, the specification of any Licensed Data made available via the OS Website as may be updated from time to time in accordance with the PSMA.
<b>Standard Form Contractor Licence</b>	means the suggested form of Contractor Licence available on the OS Website (see <a href="https://www.ordnancesurvey.co.uk/business-and-government/help-and-support/public-sector/guidance/licences.html">https://www.ordnancesurvey.co.uk/business-and-government/help-and-support/public-sector/guidance/licences.html</a> ) and applicable to this Licence.
<b>Style Guide</b>	means the then current version of the style guide available on the OS Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
<b>Term</b>	means the period between the Commencement Date and the expiry or earlier termination of the PSMA, subject to earlier termination of this Licence.
<b>Topographic Dataset</b>	<p>means any of the following OS Data licensed by the Licensee (whether under this Licence or, in the case of Land-Form PROFILE® or OS Terrain® 5, under another (direct or indirect) licence):</p> <p>1:10 000 Scale Raster  1:25 000 Scale Colour Raster  1:50 000 Scale Colour Raster  OS MasterMap® Integrated Transport Network™ Layer  OS MasterMap® Topography Layer  OS VectorMap® Local  Land-Line Data (as defined in paragraph 1.1 of Part B of Appendix 2)  OSCAR Data (as defined in paragraph 2.1 of Part B of Appendix 2)  Land-Form PROFILE®  OS Terrain® 5  OS MasterMap® Highways Network Layer</p> <p>excluding any IPR in such OS Data which OS licenses from a third party.</p>
<b>Trade Mark</b>	means the trade marks (both registered and unregistered) of OS, specified in Part A of Appendix 2 of this Licence and/or the Style Guide.
<b>Updates</b>	means updates, revisions and modifications to Licensed Data that OS may provide (or provide access to) from time to time.
<b>Withdrawn Datasets</b>	means Land-Line Data and OSCAR Data, as defined in paragraphs 1.1 and 2.1 respectively of Part B of Appendix 2.
<b>Working Day</b>	means any day other than a Saturday, Sunday, public holiday in England or Wales or OS privilege holiday.

- 1.1 In this Licence, unless the context otherwise requires:
- 1.1.1 words in the singular include the plural and vice versa;
  - 1.1.2 references to: a) a Clause or Appendix are to a clause or appendix of this Licence; b) a party are to a party to this Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

## **2 Grant of licence**

### **2.1 Licence**

- 2.1.1 This Licence shall come into force on the Commencement Date. In consideration for the mutual covenants and obligations in this Licence and the payment and licensing obligations between OS and BEIS in the PSMA together with the payment of £1 by the Licensee to OS (receipt of which is hereby acknowledged), OS grants the Licensee a non-exclusive, non-transferable, revocable licence for Licensed Data for the Term solely for and to the extent permitted by:
- a) the Licensed Use; and
  - b) the Ancillary Rights.
- 2.1.2 The Licensee may not use Licensed Data in any way or for any purpose other than as set out in this Clause 2.
- 2.1.3 Apart from the Licensee, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under this Licence.
- 2.1.4 This Licence does not give the Licensee any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by the Licensee's Licensed Use and Ancillary Rights.

### **2.2 Licensed Use**

The Licensee's Licensed Use shall be the use in accordance with Appendix 1.

### **2.3 Licensee's Data**

- 2.3.1 Where the Licensee creates Data using or in conjunction with Licensed Data and such Data:
- a) does not incorporate or infringe any IPR in the Licensed Data; and
  - b) can be used independently of the Licensed Data;
- such Data shall not be subject to the terms of this Licence. Examples of Data that this Clause applies to may be found in the Public Sector Licensing Guidance.

### **2.4 Free to Use Data**

- 2.4.1 Subject to Clauses 2.4.2 to 2.4.5, OS grants the Licensee a non-exclusive, royalty-free, perpetual licence to use and sub-license IPR in Free to Use Data that are owned by OS or licensed to OS by the Controller of Her Majesty's Stationery Office.
- 2.4.2 Notwithstanding anything within this Licence to the contrary, the Licensee's use of the Free to Use Data shall not be subject to the terms of this Licence other than the terms contained in this Clause 2.4.
- 2.4.3 The licence granted in Clause 2.4.1 shall entitle neither the Licensee nor the Licensee's sub-licensees to (and the Licensee shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature).
- 2.4.4 The Licensee must acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement:
- '© Crown copyright and database rights [year of issue] OS'*
- The Licensee shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that it grants, and a requirement that any further sub-licences do the same.
- 2.4.5 Where the Licensee is in doubt as to whether or not something constitutes Free to Use Data, the Licensee shall contact OS for guidance.

### **2.5 Open Release of Derived Data**

- 2.5.1 In order to support the Government's Transparency Agenda, OS agrees that the Licensee may openly release certain Data derived by the Licensee from Licensed Data (for the purposes of this Clause 2.5 and 2.6, 'Derived Data') provided that such release meets the following conditions:



- a) the Derived Data has been created in order to deliver the Licensee's Core Business, and its release does not constitute a Competing Activity or Commercial Activity;
- b) whilst the Derived Data may incorporate IPR in the Licensed Data by copying Features and/or Feature Attribution in part or whole, the Derived Data shall not include a substantial quantity of Features or Feature Attribution from the Licensed Data used to create it;
- c) the Derived Data is released independently of the Licensed Data used to create it or any other Licensed Data (for example, the Derived Data must not be released with Licensed Data as a contextual backdrop);
- d) the Derived Data is openly released on the terms of the OGL and published via data.gov.uk; and
- e) the Licensee notifies OS of such release in the manner described in the Public Sector Licensing Guidance.

2.5.2 In relation to Clause 2.5.1 b), in considering the meaning of 'substantial quantity', the following factors may be relevant:

- a) the total quantity of the relevant Features or Feature Attribution in the underlying Licensed Data, by reference to Great Britain as a whole or any of England, Scotland or Wales, and
- b) whether the Derived Data is capable of forming part of a series of connected datasets, whether created by the Licensee or other PSMA Members or One Scotland Members, using Licensed Data.

Examples of Derived Datasets that include (and do not include) a substantial quantity of Features or Feature Attribution may be found in the Public Sector Licensing Guidance.

2.5.3 The provisions of Clause 2.5.1 do not apply to the extent that Derived Data has been created using Royal Mail Data (as defined in Appendix 1) or any other third party data.

2.5.4 Where the Licensee is in doubt as to whether or not the provisions of Clause 2.5.1 will apply to the release of any Derived Data, the Licensee shall contact OS for guidance.

2.5.5 In the event that OS considers that the provisions of Clause 2.5.1 have not been met in relation to particular Derived Data, and/or in the reasonable opinion of OS the release may constitute a Competing Activity, OS may require the Licensee not to release the Derived Data under this Clause 2.5, or to cease any such release with immediate effect.

2.5.6 In the event that OS considers that the provisions of Clause 2.5.1 have not been met in relation to particular Derived Data or the Licensee does not agree with (i) guidance provided under Clause 2.5.4 or (ii) OS requesting the Derived Data not be released under Clause 2.5.5, either party may notify the other in writing that it intends to refer the matter to the Independent Advisory Group and the parties shall then discuss how to resolve the matter. Where a resolution cannot be agreed within 20 Working Days of notification or, in cases where the Licensee refuses to cease release under Clause 2.5.5, immediately, either OS or the Licensee may then refer the matter to the Independent Advisory Group for review and recommendation, and the relevant provisions of Clause 2.6.2 c) will apply.

## 2.6 Exemptions Process

2.6.1 Where none of Clauses 2.3, 2.4 or 2.5 applies, and where the Licensee considers it is unable to achieve its objectives in accordance with its Licensed Use under Appendix 1, the Licensee may request that Derived Data be licensed on the terms of the OGL or as if it were Free to Use Data. Each request must:

- a) be made in writing and delivered to OS by email to psma@os.uk or in writing to PSMA enquiries, Customer Services, Explorer House, Adanac Drive, Southampton, SO16 0AS, in each case marked 'Derived Data Exemption Request';
- b) be made in the manner described in the Public Sector Licensing Guidance, and shall include:
  - i) the name of the relevant Licensed Data product from which the Derived Data has been produced;
  - ii) the area of coverage of the Derived Data and of the relevant Licensed Data product from which the Derived Data has been produced;

- iii) a representative sample of the Derived Data in question, in an industry standard format as is reasonably specified by OS from time to time; and
- iv) a detailed description, to OS's reasonable satisfaction, of the precise purpose for which the Derived Data has been and is expected to be used, and by whom.

2.6.2 Where the Licensee's request complies with the conditions set out at Clause 2.6.1 a) and b) above (a 'Compliant Request'), OS shall determine whether or not to approve the request in accordance with the process set out below.

- a) Where there is clear precedent OS shall inform the Licensee as to whether it has approved (either with or without conditions) or declined the request within 15 Working Days. The Licensee may appeal the decision in writing (detailing its reasons) within 15 Working Days of receipt of the decision.
- b) Where there is not clear precedent, or where an appeal is made in accordance with Clause 2.6.2 a), OS will refer the request to its Pricing and Trading Group for consideration. Following such consideration, and within 20 Working Days of receiving a Compliant Request or an appeal pursuant to Clause 2.6.2 a), OS shall inform the Licensee that it has either:
  - i) approved (either with or without conditions) the request, or
  - ii) declined the request.

The Licensee shall be entitled, within 20 Working Days of being informed of the above decision, to inform Ordnance Survey that it wishes to appeal the decision, in which case Ordnance Survey shall, within 5 Working Days, refer the Compliant Request to the Independent Advisory Group for consideration.

- c) Within 20 Working Days of receiving a Compliant Request further to Clause 2.6.2 b) ii), or a referral under Clause 2.5.6, the Independent Advisory Group shall make a written recommendation as to (i) whether, in relation a referral further to Clause 2.6.2 b) ii), the request should be approved (either with or without conditions) or declined, or (ii) the issue referred to it under Clause 2.5.6, in each case containing details justifying such recommendation, to OS's Chief Executive and Director General.
- d) Within 20 Working Days of receiving a recommendation pursuant to Clause 2.6.2 c) above, OS's Chief Executive and Director General shall, having given due consideration to such recommendation, decide in his or her absolute discretion whether to approve (either with or without conditions) or decline the request, and inform the Licensee of the decision. The Licensee acknowledges and agrees that the OS Chief Executive and Director General shall have sole discretion in relation to the decision under this Clause 2.6.2 d), which shall not be subject to the Dispute Resolution Procedure set out in Clause 18.
- e) Where, at the relevant stage in the process set out in Clause 2.6.2 a) to d) above, OS or the Independent Advisory Group reasonably considers that it requires further information in relation to the request (or an appeal pursuant to Clause 2.6.2 a) or 2.5.5), OS shall forthwith request (whether on its own behalf or on behalf of the Independent Advisory Group) such further information in writing from the Licensee (a 'Further Information Request'), and the relevant timescale shall be extended by the period of time commencing on the date of the Further Information Request and ending on the date of receipt by OS of the further information requested.

## 2.7 Contractor Use

2.7.1 The Licensee may permit its Contractors, for the purposes of providing, or tendering to provide, the Licensee with goods or services, to use Licensed Data for the Licensee's Licensed Use (and/or to use the Licensee's Login Details for the purpose of accessing the Licensed Data via any on-line ordering system), provided that the Licensee ensures, in a Contractor Licence that:

- a) the applicable restrictions included in this Licence are applied to the Contractor;

- b) any applicable rights reserved in this Licence in relation to Licensed Data for the benefit of OS are reserved;
  - c) any applicable obligations imposed on the Licensee in this Licence are imposed on the Contractor;
  - d) save as provided in this Licence, any right for the Contractor to use Licensed Data shall terminate automatically on termination or expiry of this Licence;
  - e) OS shall have no liability to any Contractor in respect of Licensed Data or this Licence; and
  - f) OS has rights to enforce directly the terms of the agreement between the Licensee and the Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 2.7.2 Subject to provisions equivalent to Clauses 8.4.1 c), 8.4.2 and 8.4.3, the Licensee may permit its Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 8.4.1 c).
- 2.7.3 The Standard Form Contractor Licence fulfils the requirements of Clauses 2.7.1 and 2.7.2. Where the Licensee ensures that the Contractor executes a licence in such form before the Contractor has access to any Licensed Data (and the Licensee maintains it in force), the Licensee will be deemed to have complied with Clause 2.7.1.
- 2.7.4 The Licensee may grant its Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from its other Contractors provided that:
- a) both Contractors are licensed by the Licensee for the Licensed Data being supplied and/or received;
  - b) the goods or services which each Contractor is providing, or tendering to provide to the Licensee shall each form part of a larger project or related series of works required by the Licensee;
  - c) each Contractor uses copies of Licensed Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to the Licensee as part of the Licensee's Licensed Use;
  - d) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with the Licensee;
  - e) a Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Contractor; and
  - f) a Contractor shall, prior to supplying any Licensed Data to another Contractor, obtain the Licensee's written confirmation that i) the other Contractor is licensed by the Licensee for the Licensed Data being supplied, and ii) the goods or services which each Contractor is providing, or tendering to provide, to the Licensee each forms part of a larger project or related series of works required by the Licensee.
- 2.7.5 The Licensee may provide Licensed Data in paper form only (referred to in this Clause 2.7 as **Paper Copies**) to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that the Licensee ensures that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Licensee with goods or services for the Licensee's Licensed Use;
  - b) the Paper Copies only cover an area that is proportionate to the goods or services that the Contractor is engaged to provide;
  - c) subject to Clause 2.7.6, the Contractor 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;
  - d) the Contractor destroys or returns to the Licensee all such Paper Copies immediately upon i) its completion of the tender or provision of goods or services referred to in Clause 2.7.5 a) or ii) expiry or termination of this Licence, whichever is the sooner, and provides, at the Licensee's request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;

- e) neither the Licensee nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
  - f) the Paper Copies are clearly marked in accordance with Clause 5.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Licensee of the goods or services it is engaged to provide.
- 2.7.6 The Licensee shall be entitled to permit its Contractor to supply Paper Copies to any third party provided that the Contractor ensures that:
- a) such third party is engaged to provide:
    - i) all or part of the works that the Contractor is engaged to provide to the Licensee (referred to in this Clause 2.7.6 as the **Works**);
    - ii) part of a larger project (which also includes the Works); or
    - iii) works which, together with the Works, are part of a series of works required by the Licensee,

and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to the Licensee for the Licensee's Licensed Use;
  - b) such third party agrees to comply with terms no less onerous than those set out in Clause 2.7.5 b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 2.7.5 b) to f) to:
    - i) **Licensee** shall mean 'Licensee's Contractor';
    - ii) **Contractor** shall mean the third party to whom Paper Copies are supplied under this Clause; and
    - iii) **Licence** shall mean the Contractor Licence.
- 2.7.7 The Licensee shall be jointly and severally liable with any third party to whom the Licensee is entitled to disclose Licensed Data under this Licence, including, without limitation, any Contractor, for the act or omission of that third party and the Licensee shall enforce the terms of any relevant agreement, including, without limitation, any Contractor Licence, up to and including obtaining judgment in court and taking such other action as OS may request in respect of any breach.

### **3 Addressing Datasets and Withdrawn Datasets**

- 3.1 The Addressing Datasets, Withdrawn Datasets, 1:10 000 Scale Raster and OS MasterMap Integrated Transport Network Layer are subject to the additional specific terms in Appendix 3 and Part B of Appendix 2, as applicable.
- 3.2 The Licensee shall, and shall ensure that its Contractors and End Users shall, comply with all restrictions in relation to the Addressing Datasets contained in Appendix 3.

### **4 Licensee's obligations**

- 4.1 The Licensee 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, including measures OS may reasonably recommend from time to time, to ensure that all Licensed Data and Login Details which OS provides to the Licensee and/or which the Licensee holds or is responsible for are secure from unauthorised use or access; and
  - 4.1.3 notify OS as soon as the Licensee suspects any infringement of OS's IPR or any unauthorised use of the Licensee's Login Details and give OS all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.
- 4.2 OS reserves the right to charge the Licensee, and the Licensee shall pay within 30 days of receipt of invoice, a reasonable amount (to be determined in OS's reasonable discretion) for data supply:

- 4.2.1 using external Hard Disk Drive where the order's data volume could be supplied more reasonably using an alternative physical medium. Any such charge shall be in accordance with paragraph 3.2(a) of Part 3 of Schedule 1 to the PSMA; and/or
- 4.2.2 where the data is supplied further to a Member's request for a duplicate supply of data (which includes supply of data already supplied to such Member, whether in the same or a different format) on a physical medium.

#### 4.3 Access to Licensed Data

- 4.3.1 The Licensee may only request delivery of Licensed Data by placing an order through the on-line ordering system described in Clause 4.3.2, or any replacement of such system from time to time.
- 4.3.2 The Licensee's registered users will have access to an on-line ordering system. Each Licensee 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 Licensee's own organisation, each Licensee will be entitled to nominate one email address from outside of the Licensee's organisation to receive electronic delivery of data via the on-line ordering system, provided that such email address is the email address of a third party which has been appointed as a Contractor under Clause 2.7 of this Licence.
- 4.3.3 OS shall be entitled to assume that where the on-line ordering system is accessed using the Licensee's Login Details, such access is authorised by the Licensee.
- 4.3.4 The Licensee may request delivery of Licensed Data via the options made available to the Licensee at the point of order, subject to the following restrictions:
  - a) only a limited number of OS MasterMap Datasets are available for delivery by File Transfer Protocol (**FTP**) and only where the size of the Licensed Data ordered is less than 400MB; and
  - b) Licensed Data may be delivered on hard disk where the size of the order is greater than 50GB.
- 4.3.5 OS cannot be held responsible for any postal service delays in delivering any physical media.

#### 4.4 Relevant Local Authority Dataset Supply Obligations

- 4.4.1 In this Clause 4.4, the following expressions shall have the following meanings:

**Authority Dataset** means the Relevant Local Authority's Local Land and Property Gazetteer and/or Local Street Gazetteer which, as at 25 January 2011, are compiled and maintained by the Relevant Local Authority for its area in accordance with the MSA National Dataset Licence;

**Data Co-operation Agreement** means the agreement to be entered into by GeoPlace LLP and Relevant Local Authorities, on substantially the terms of, and to replace, the MSA National Dataset Licences, as amended from time to time;

**GeoPlace LLP** means the limited liability partnership with registered number OC359627, and whose registered office is at Explorer House, Adanac Drive, Southampton, SO16 0AS;

**LGIH** means Local Government Information House Limited;

**MSA National Dataset Licences** means the existing contractual relationship between LGIH and local authorities, for the supply by local authorities to LGIH of Authority Datasets; and

**Relevant Local Authority** means a Licensee who is also a party to, and which has licensing and supply obligations pursuant to Part 1 of Schedule 2 of, the MSA National Dataset Licence (or is a party to the Data Co-operation Agreement).

- 4.4.2 In the event that a Relevant Local Authority:

- a) does not enter into an extension of the MSA National Dataset Licence (extending such licence until 1 April 2012) (or any subsequent extension that may be required) in the form presented by LGIH within 30 days of being requested to do so by LGIH; or

- b) does not enter into a Data Co-operation Agreement (or any replacement of such agreement) in the form presented by LGIH or GeoPlace LLP, within 30 days of being requested to do so by LGIH or GeoPlace LLP; or
- c) fails to perform any obligation under either of the agreements referred to in Clause 4.4.2 a) or b) (or any replacement of either agreement) including, without limitation, failing to supply LGIH or GeoPlace LLP with updates to the Relevant Local Authority's Authority Datasets;

such event shall be deemed to be a material breach of this Licence by the Licensee and OS shall be entitled to exercise its suspension rights under Clause 8.1 of this Licence.

- 4.4.3 In the event that a Relevant Local Authority (i) fails to remedy any breach described in any of Clauses 4.4.2 a) to c) above (as applicable) within 30 days of the date of OS providing notice of suspension pursuant to Clause 8.1, or (ii) exercises any voluntary right of termination which may exist in the Data Co-operation Agreement, OS shall be entitled to exercise its general termination rights under Clause 8.2 of this Licence in relation to such Relevant Local Authority.

## **5 Trade Marks and rights acknowledgement**

- 5.1 The Licensee must ensure that acknowledgements of copyright and database right ownership are included in copies of Licensed Data in the manner described in the Public Sector Licensing Guidance.
- 5.2 The Licensee may not use any Trade Marks except where it wishes to acknowledge OS or particular Licensed Data when exercising Public Sector Use rights under Appendix 1.
- 5.3 The Licensee has no right to sub-license the right to use Trade Marks.
- 5.4 If the Licensee is entitled to use a Trade Mark, it shall apply it in accordance with the Style Guide.
- 5.5 The Licensee shall ensure that any use of the name OS, Ordnance Survey and any other Trade Mark includes the ® or ™ symbol as shown in relation to such Trade Mark in Appendix 2 or the Style Guide.
- 5.6 The Licensee will not tamper with or remove any Trade Mark symbols or notices.

## **6 Variation**

- 6.1 Subject to Clause 6.2, no variation or purported variation of any provision of this Licence shall be effective unless it is in writing, refers specifically to this Licence and is duly executed by each party.
- 6.2 OS shall be entitled at any time to amend this Licence where such amendments have been agreed between OS and BEIS or where OS has given BEIS notice of any such amendments in accordance with the PSMA. All such amendments shall become incorporated into this Licence on the date which OS shall specify in a written notice to the Licensee.
- 6.3 Any amendments which may be made to the form of the Contractor Licence or the Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or the Public Sector Innovation Licence shall be incorporated by the Licensee without delay into any Contractor Licence or Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or Public Sector Innovation Licence executed by the Licensee's Contractors and end users and shall be enforced by the Licensee.

## **7 Auditing**

- 7.1 The Licensee shall provide evidence of compliance with its obligations under this Licence, if so requested by OS.
- 7.2 Subject to any express contrary provision in Appendix 1, the Licensee will maintain accurate and complete records of its Licensed Use and, in particular, those instances where Licensed Data is provided to a third party as permitted by the Licensee's Licensed Use (such records to include the names and addresses of such third parties, the Licensed Data supplied and the date of each such supply). OS and/or its representatives have the right on reasonable notice during business hours to enter the Licensee's premises to inspect and audit the Licensee's systems, operations and all supporting documentation to ensure the Licensee's compliance with this Licence and to take copies of any necessary records. The Licensee shall, at its expense, make appropriate employees and facilities available to provide OS with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 7.3 The Licensee will comply with reasonable measures stipulated by OS as a result of any audit.

## **8 Suspension, termination and expiry**

### **8.1 Suspension**

8.1.1 In the event the Licensee is in breach of this Licence, OS may on notice to the Licensee with immediate effect suspend:

- a) the Licensee's Login Details and access to any on-line or other ordering service which may be made available by OS from time to time for the purpose of providing access to Licensed Data;
- b) the provision and licensing of Updates;
- c) any resupply of Licensed Data; and/or
- d) the Licensee's access to any other services provided by OS under or in relation to this Licence or the PSMA,

in each case until such breach has been remedied to the satisfaction of OS. This right is without prejudice to any other rights OS has under this Licence or at law.

### **8.2 General termination rights**

OS may terminate this Licence with immediate effect by giving the Licensee notice in writing in the event that:

- 8.2.1 the Licensee is in material breach of any term of this Licence (which, for the avoidance of doubt, shall include the Licensee's failure to comply with paragraph 14.3 of Appendix 1) and such breach is either incapable of being remedied or is not remedied within 30 days of a written request to do so;
- 8.2.2 the Licensee is in persistent breach of this Licence;
- 8.2.3 the Licensee ceases to carry on business or to be an Eligible Body;
- 8.2.4 the Licensee discloses Confidential Information of OS or uses or authorises use of OS's IPR (or IPR licensed by OS) outside the scope permitted by this Licence;
- 8.2.5 OS loses the right to administer Crown copyright and/or Crown database right in respect of Licensed Data; or
- 8.2.6 the Licensee's cap on liability referred to in Clause 9.3 is exceeded.

### **8.3 Automatic expiry of this Licence**

This Licence shall expire automatically without notice in the event that the PSMA is terminated or expires.

### **8.4 Effects of termination or expiry of this Licence**

8.4.1 In the event of termination or expiry of this Licence:

- a) any accrued rights and remedies will not be affected;
- b) the Licensee shall within 30 days of such termination or expiry destroy (or at OS's option return) all Licensed Data under this Licence, in any media, which the Licensee holds or for which the Licensee is responsible (including any Licensed Data embedded in any other material) and provide, at the request of OS, a sworn statement by a duly authorised person that the Licensee no longer holds any Licensed Data (or Login Details) other than in accordance with Clause 8.4.1 c);
- c) except in the event of termination by OS under any of Clauses 8.2.1 to 8.2.6 and subject to Clauses 8.4.2 and 8.4.3, the Licensee may retain Licensed Data in an archive following termination or expiry of this Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party, to comply with National Audit Office requirements or to respond to a parliamentary question (or a question in the National Assembly for Wales), in each case regarding the Licensee's use of such Licensed Data during the term of this Licence;
- d) the Licensee shall cease to be entitled to use any Login Details in order to access the on-line ordering service; and

- e) the Licensee shall terminate any Contractor Licence or Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or Public Sector Innovation Licence with immediate effect.
- 8.4.2 The Licensee's rights under Clause 8.4.1 c) are on condition that:
- a) insofar as they relate to Addressing Datasets, they are subject to the provisions of Appendix 3;
  - b) the Licensee shall not disclose Licensed Data retained under Clause 8.4.1 c) 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;
  - c) the Licensee must store such Licensed Data separately from any other OS Data which the Licensee holds; and
  - d) subject to Clause 9.1, OS shall have no liability in respect of the Licensee's use of such Licensed Data following termination or expiry of this Licence.
- 8.4.3 OS may terminate the Licensee's right under Clause 8.4.1 c) at any time in the event that:
- a) the Licensee uses or disclose the relevant Licensed Data other than strictly in accordance with Clause 8.4.1 c);
  - b) the Licensee breaches any surviving term of this Licence; and
  - c) one of the events in Clauses 8.2.3 to 8.2.5 occurs,
- in which event the Licensee shall comply with an obligation equivalent to Clause 8.4.1 b) in respect of such Licensed Data.
- 8.4.4 The provisions of this Licence intended to survive termination or expiry, including without limitation, Clauses 1, 2.4, 2.7.7, 3, 4.1, 6.2, 7, 8.4, 9, 11, 12.2, 13, 14, 16, 17 and 18 shall continue in full force and effect, notwithstanding such termination or expiry.

## 9 Liabilities

- 9.1 Nothing in this Licence shall exclude or limit either party's liability for:
- 9.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
  - 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Neither party will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts or for any special, indirect or consequential losses or damages, provided that neither this Clause 9.2 nor any other provision of this Licence shall:
- a) prevent OS from recovering from the Licensee i) all amounts lawfully due in respect of all infringements and breaches of IPR by the Licensee, and/or ii) all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by OS in relation to any breach by OS of competition law to the extent such loss results from the Licensee's breach of paragraph 14 of Appendix 1,
  - b) prevent either party recovering from the other in respect of breaches of the other party's Confidential Information, or
  - c) limit the amount OS is entitled to recover under Clause 9.6.
- 9.3 Subject to Clauses 9.1 and 9.2, where a claim arises under or in connection with the terms of this Licence, the total and aggregate liability of each party for all claims made (whether in contract, tort (including negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £340,000.
- 9.4 OS excludes to the fullest extent permissible by law all warranties, conditions, representations or terms, whether implied by, or expressed in, common law or statute including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of the Licensed Data.
- 9.5 The Licensee is responsible for all use of Licensed Data obtained using the Licensee's Login Details.



- 9.6 Subject to Clause 9.1, OS shall have no liability in respect of the Licensee's or any of the Licensee's sub-licensees' use of Free to Use Data or Open Derived Data and the Licensee will indemnify OS and keep OS indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by OS arising out of any third party dispute or claim in connection with the Free to Use Data or Open Derived Data (including, without limitation, and product liability claim).

## **10 Events outside a party's control**

Save for any obligation to make payment, neither party will be responsible for any delay or failure in carrying out obligations under this Licence if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other of any such likelihood as soon as possible. The affected party shall be allowed a reasonable extension of time to carry out its obligations in these circumstances.

## **11 Confidentiality and FOI**

### **11.1 The parties agree:**

- 11.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Licence;
- 11.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 11;
- 11.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
- 11.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the Environmental Information Regulations), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 11 or with the other's prior written consent.

### **11.2 The obligations in this Clause 11 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.**

### **11.3 Both parties acknowledge that the other may receive Disclosure Requests.**

### **11.4 Subject to the application of any relevant exemption(s) and, where applicable, the public interest test, both parties further acknowledge that the other may be obliged to disclose information pursuant to such a Disclosure Request. Where a party consults the other 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), each party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the other party. Each party acknowledges that it is for the party receiving the Disclosure Request to determine whether or not such information should be disclosed.**

## **12 Assignment, subcontracting and sublicensing**

### **12.1 Except as provided in this Licence, or as otherwise agreed from time to time, neither party may assign, subcontract or sublicense their rights and obligations under this Licence without the prior written consent of the other party, such consent not to be unreasonably withheld.**

### **12.2 OS is entitled to assign, transfer, novate, subcontract or sublicense the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of the activities or functions of OS to any other entity, to the entity to which such activities or functions have been transferred. The Licensee agrees to the assumption of the obligations of OS under this Licence by that entity and, if required, shall enter into an agreement to this effect.**

### **13 Entire agreement**

This Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.

### **14 Waiver**

- 14.1 The waiver on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.
- 14.2 No delay in exercising any right under this Licence shall constitute a waiver of such right.

### **15 Notices**

- 15.1 Any notice under this Licence shall be given by prepaid first class post, recorded delivery, email, fax or by hand to the following contact details:
  - 15.1.1 for OS: Graham Hughes, OS, Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, United Kingdom; E-mail: [graham.hughes@os.uk](mailto:graham.hughes@os.uk)
  - 15.1.2 for the Licensee: to the Principal Contact, at the address, email and fax details which the Licensee has submitted to OS (or in the absence of such details to the Licensee at the address of the Licensee's registered office or principal place of business),
  - 15.1.3 or such other contact details as either party shall notify to the other in writing.
- 15.2 Any notice sent by prepaid first class post or recorded delivery shall be deemed to have been served 2 business days after posting. Any notice sent by fax shall be deemed to have been served on the next business day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next business day following sending, provided that it is not returned to the sender undelivered. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4 00 pm on a business day, or on the next business day if received after 4 00 pm.

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

A person who is not a party to this Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.

### **17 Jurisdiction and governing law**

- 17.1 This Licence will be governed by and construed in accordance with the law of England and Wales. Subject to Clause 18, both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence.

### **18 Dispute resolution procedure**

- 18.1 Nothing in this Dispute Resolution Procedure shall relieve the Licensee or OS from any obligation arising under or in connection with this Licence or affect the resolution of any dispute, difference or question between the Licensee and OS arising out of or in connection with this Licence (a **Matter**) and as to which either party's decision is under this Licence to be final and conclusive (a **Reserved Matter**). Reserved Matters shall specifically include i) all disputes relating to Competing Activities which are to be determined under paragraph 14.2 of Appendix 1, and ii) decisions under the Open Release provisions or the Exemptions process (set out in Clauses 2.5 and 2.6) which are to be made by the Chief Executive and Director General of OS under Clause 2.6.2 d). For the avoidance of doubt, this Clause 18.1 shall not restrict either party's ability to commence court proceedings in respect of any Matter (save for any Reserved Matters specified above).
- 18.2 Subject to Clause 18.1, where any Matter cannot be resolved between the Licensee and OS either of them shall be entitled, by written notice to the other, to refer the Matter to a senior representative of the Licensee and of OS in accordance with Clause 18.4 below.
- 18.3 Except as strictly required to preserve the legal rights of the Licensee or of OS (as the case may be), neither the Licensee nor OS shall commence court proceedings until the process set out in Clauses 18.2 to 18.9 has been concluded, provided nothing in this Clause shall prevent either party seeking interim relief or other judicial relief at any time if in its judgment such action is necessary to prevent irreparable damage.

- 18.4 Where a notice of referral has been given pursuant to Clause 18.2, a senior representative of the Licensee (Senior Civil Servant or a person of equivalent authority) and a senior representative of OS (a director) (each a **Senior Representative**) shall meet within 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, unless otherwise agreed by the parties) as that Senior Representative considers appropriate. Where agreed between the Licensee and OS, the Senior Representatives shall have had neither direct operational involvement in the Matter nor direct involvement in any previous negotiations in relation to the Matter.
- 18.5 Where the Senior Representatives agree a resolution to the Matter, the Senior Representatives shall record such agreement in writing and the agreed written resolution shall be treated as binding upon the Licensee and OS.
- 18.6 Where the Senior Representatives are unable to agree a resolution to the Matter either party (the 'Requestor') may request that the other Party (the **Recipient**) enter into a process of mediation or early neutral evaluation in a further effort to resolve the Matter (a **Request**). Any Request shall:
- 18.6.1 be made in writing;
  - 18.6.2 specify which of the two processes the Requestor wishes to use; and
  - 18.6.3 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.
- 18.7 The Recipient shall, within 15 Working Days from, but excluding, the date it receives the Request:
- 18.7.1 determine whether it considers it appropriate to use the specified process in an effort to resolve the Matter; and
  - 18.7.2 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.
- 18.8 If the Recipient's determination pursuant to Clause 18.7 is that it is appropriate to use the specified process, the written notice sent pursuant to Clause 18.7 shall:
- 18.8.1 state which, if any, of the Requestor's outline proposals for the procedure are acceptable to the Recipient; and
  - 18.8.2 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.
- 18.9 Where the Recipient's determination under Clause 18.7 is that it is appropriate to use the specified process, the Licensee and OS shall use reasonable endeavours to conclude an agreement to operate the specified process.

## **19 Electronic Commerce (EC Directive) Regulations 2002**

It is agreed that the provisions of Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this Licence.

# Appendix 1 Licensed Use Public Body

## 1 Licensed Use

- 1.1 The Licensee's Licensed Use of Licensed Data is:
- 1.2 Business Use (as set out in paragraph 3); and
- 1.3 Public Sector Use as set out in paragraph 4.

## 2 Definitions

### 2.1 In this Appendix 1:

- 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain.
- 2.1.2 **Competing Activity** means where the Licensee uses Licensed Data under this Licence in an activity which:
  - a) competes with or substitutes an activity of a third party that is licensed for Licensed Data;
  - b) is reasonably likely to compete with or substitute an activity of a third party that is licensed or to be licensed for Licensed Data; or
  - c) competes with or substitutes or is reasonably likely to compete with or substitute the products and/or services of OS (such products and/or services to be notified by OS to the Licensee from time to time).
- 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- 2.1.4 **Educational Body** means any School, HFE Institution or Teachers' Training Establishment.
- 2.1.5 **Educational Funding Authority** means any of the following, or their successors: Higher Education Funding Council for England; Higher Education Funding Council for Wales; Scottish Funding Council; Department for Employment and Learning; Skills Funding Agency and Young People's Learning Agency; and Department for Children, Education, Lifelong Learning and Skills within the Welsh Assembly Government.
- 2.1.6 **Educational Use** means use for the purposes of teaching, learning, research or study by a School, Teachers' Training Establishment or an HFE institution.
- 2.1.7 **Emergency Service** means any person, body or entity (other than the Licensee) involved in responding immediately to an Emergency Situation.
- 2.1.8 **Emergency Situations** means unforeseen acts or events (beyond the Licensee's reasonable control) requiring the Licensee to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.
- 2.1.9 **Emergency Use** means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.
- 2.1.10 **Financial Gain** means any revenue or credit received which exceeds the Licensee's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.
- 2.1.11 **HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority.
- 2.1.12 **INSPIRE End User** means a person entering into an INSPIRE End User Licence with the Licensee for the INSPIRE End User Purpose.
- 2.1.13 **INSPIRE End User Licence** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website and applicable to this Licence.

- 2.1.14 **INSPIRE End User Purpose** means the INSPIRE End User using the data for personal, non-commercial use.
- 2.1.15 **INSPIRE Regulations** means the INSPIRE Regulations 2009/3157.
- 2.1.16 **INSPIRE Relevant Body End User** means an institution or body of the European Union which requires Licensed Data for the purpose of its public tasks that may have an impact on the environment.
- 2.1.17 **INSPIRE Relevant Body End User Purpose** means a specific project or activity required to deliver or support the delivery of the INSPIRE Relevant Body End User's public tasks that may have an impact on the environment, and that has been specified in and which is permitted by the Public Sector End User Licence – INSPIRE Relevant Body. This INSPIRE Relevant Body End User Purpose shall not permit the INSPIRE Relevant Body End User to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties, save where expressly permitted in writing by OS.
- 2.1.18 **Joint Initiative** means a specific project whereby two or more public authorities (including the Licensee and at least one One Scotland Member) co-operate to achieve the successful completion of an initiative, which directly results in each authority fulfilling its own statutory obligations.
- 2.1.19 **Public Sector End User** means a person entering into a Public Sector End User Licence with the Licensee.
- 2.1.20 **Public Sector End User Licence** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website (<https://www.ordnancesurvey.co.uk/business-and-government/help-and-support/public-sector/guidance/licences.html>) and applicable to this Licence.
- 2.1.21 **Public Sector End User Licence – INSPIRE Relevant Body** means the bespoke licence of the same name (the term of which shall not exceed the Term) available, where appropriate on a case by case basis, on request from OS.
- 2.1.22 **Public Sector Innovation Licence** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website and applicable to this Licence.
- 2.1.23 **Qualifying Licensed Data** means Licensed Data which is either:
- a) OS MasterMap Topography Layer; or
  - b) AddressBase, AddressBase Plus and/or AddressBase Premium and in which the PAF Data solely comprises Cleansed Data (where PAF Data and Cleansed Data shall have the meanings given to them in Part A of Appendix 3).
- 2.1.24 **Royal Mail Data** means data or IPR owned by Royal Mail Group Limited or Royal Mail Group plc (or which Royal Mail Group Limited or Royal Mail Group plc licenses from a third party), which are incorporated in any of the Licensed Data.
- 2.1.25 **School** means a state, public or independent school in Great Britain which is properly authorised as a School by the Department for Education or the Scottish Government Education Department (or their successors) and has a unique DCSF Reference Number (or its Department for Education equivalent) or Scottish SEED number, and excludes European schools.
- 2.1.26 **Statutory Charge** means charges which the Licensee 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 Licensee is subject.
- 2.1.27 **Teachers' Training Establishment** means an institution in Great Britain 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.
- 2.1.28 **WFS** means a service provided by the Licensee in accordance with the standard protocol for serving over the internet georeferenced data that is generated by a map server using data from a GIS database or server.
- 2.1.29 **WMS** means a service provided by the Licensee in accordance with the standard protocol for serving over the internet georeferenced map images that are generated by a map server using data from a GIS database or server.

- 2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 4 to 14 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by OS or licensed to OS (whether by the Controller of Her Majesty's Stationery Office or another third party), provided that this paragraph is subject to paragraph 2.3.
- 2.3 Where paragraphs 8, 10, 11 and 13 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates IPR owned by OS or licensed to OS (whether by the Controller of Her Majesty's Stationery Office or another third party).

### **3 Business Use**

- 3.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Licensee's business.
- 3.2 Business Use does not entitle the Licensee to make available or to provide Licensed Data to third parties.

### **4 Public Sector Use**

- 4.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver the Licensee's Core Business.
- 4.2 Public Sector Use does not entitle the Licensee to make available or to provide Licensed Data to third parties, save as follows:
- 4.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 5;
  - 4.2.2 in accordance with the Joint Initiative Data Sharing provisions in paragraph 6;
  - 4.2.3 in accordance with the End User Licensing provisions in paragraph 7;
  - 4.2.4 in accordance with the INSPIRE End User Licensing provisions in paragraph 8;
  - 4.2.5 in accordance with the Emergency Situations Licensing provisions in paragraph 9;
  - 4.2.6 in accordance with the Pre-approved Supply to Licensed Third Party provisions in paragraph 10;
  - 4.2.7 in accordance with the INSPIRE Relevant Body End User Licensing provisions in paragraph 11;
  - 4.2.8 where the Licensee makes Licensed Data available for public viewing (whether by way of the internet or otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of the Licensee's Core Business and the Licensee complies with the obligations in paragraph 12; and
  - 4.2.9 in accordance with the Innovation End User Licensing provisions in paragraph 13.

### **5 Public Sector Data Sharing**

- 5.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies, Public Bodies, Educational Bodies and (solely to the extent the Licensed Data concerned is Qualifying Licensed Data) other non-Public Body third parties of copies of any Licensed Data. (For the avoidance of doubt, in this paragraph 5, Public Body means an organisation which is licensed for Public Sector Use.)
- 5.2 Public Sector Data Sharing is subject to the following conditions:
- 5.2.1 Sharing Party means the third party to whom Licensed Data is supplied or Infrastructure Body, Public Body, Educational Body or non-Public Body third party from whom Licensed Data is received pursuant to this paragraph 5;
  - 5.2.2 subject to paragraphs 1.5, 2.5, 3.5, 4.8 and 5.7 of Part B of Appendix 2, both the Licensee and the Sharing Party must be licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied and/or received;

- 5.2.3 save where the Sharing Party is a Member or a One Scotland Member<sup>2</sup> (and, in relation to the latter, is licensed under its One Scotland Licence for the same area of coverage of the same Licensed Data being supplied), the Licensee shall obtain written confirmation from the third party to whom the Licensee supplies Licensed Data that the third party is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied;
- 5.2.4 the use of the Licensed Data the Licensee receives from an Infrastructure Body, Public Body, Educational Body or non-Public Body third party shall be governed by the terms of this Licence;
- 5.2.5 the supply by the Licensee to a third party is to support delivery of or to deliver the Licensee's Core Business;
- 5.2.6 save where both the Licensee and the Sharing Party are licensed for the relevant Licensed Data under this Licence and a PSMA Member Licence or One Scotland Licence, the Licensee shall maintain a written record of:
  - a) the names and addresses of Sharing Parties from whom the Licensee receives or to whom the Licensee supplies Licensed Data;
  - b) the Licensed Data which was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties; and
  - c) when the Licensed Data was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties,

and the Licensee shall retain the written record until it ceases to use the Licensed Data and no longer retains an archive of it in accordance with Clause 8.4.1(c). Upon the written request of OS the Licensee shall provide a copy of that written record to OS; and
- 5.2.7 subject to Clause 9.1, OS shall have no liability to the Licensee or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

## 6 Joint Initiative Data Sharing

- 6.1 Where the Licensee is engaged in a Joint Initiative, the Licensee shall be entitled to provide such Licensed Data to the relevant One Scotland Member as is necessary to fulfil any cross border element of the Joint Initiative (**Joint Initiative Data**), provided that:
  - 6.1.1 the relevant One Scotland Member is licensed under a One Scotland Licence for the same Licensed Data (notwithstanding that such member is licensed for the geographic area of Scotland only) as is being supplied under this paragraph 6.1; and
  - 6.1.2 the Licensee shall keep, and provide to OS on request, a written record of all Joint Initiatives under which it provides any Joint Initiative Data, including a record of the Joint Initiative Data provided, the One Scotland Member to whom it was provided, the date on which it was provided, the date on which the Joint Initiative was completed or otherwise terminated and whether, on completion or termination of the Joint Initiative, the Joint Initiative Data was destroyed by the One Scotland Member or returned to the Licensee.

## 7 End User Licensing

- 7.1 The Licensee may supply copies of Licensed Data to Public Sector End Users solely to enable such Public Sector End Users to use the data to respond to, or interact with the Licensee to deliver or support the delivery of the Licensee's Core Business.
- 7.2 Subject to paragraph 7.7, where the Licensee supplies copies of Licensed Data under paragraph 7.1, it shall do so on the terms of the Public Sector End User Licence.
- 7.3 The Public Sector End User Licence shall be click accepted by a Public Sector End User prior to accessing the Licensed Data.

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<sup>2</sup> Note that a list of PSMA and OSMA Members is published on the OS Website.

- 7.4 In making Licensed Data available under this paragraph 7, the Licensee shall comply with the watermarking obligation in paragraph 12.1.2 b) and shall ensure the Licensed Data includes the Licensee's licence number pre-fixed or suffixed with the letters 'EUL'.
- 7.5 In the event of any infringement or breach of the IPR of OS (or IPR licensed to OS) by any party which OS reasonably believes may have accessed such IPR from the Licensee's End User Licensing, the Licensee will, on request from OS, use its best endeavours to assist OS with investigating, pursuing and/or remedying any such infringement or breach, including, in particular, identifying relevant Internet Protocol addresses, details of what Licensed Data has been supplied, dates of supply, identity of Public Sector End User, whether a Public Sector End User Licence has been click accepted or deemed accepted, and terminating any relevant Public Sector End User Licence where requested by OS.
- 7.6 The Licensee agrees:
- 7.6.1 only to make available Licensed Data under this paragraph 7 where there is a specific requirement to do so, and where that requirement cannot be reasonably met by an alternative, such as public data viewing under paragraph 4.2.8 or through alternative data (such as OS OpenData). For the avoidance of doubt, where the Licensee wishes to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;
  - 7.6.2 that any Licensed Data made available under this paragraph 7 shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
  - 7.6.3 to monitor its End User Licensing activities and to report the same to OS, in accordance with any guidelines issued by OS from time to time;
  - 7.6.4 to use reasonable endeavours to terminate all Public Sector End User Licences with effect from the date of expiry or termination of this Licence.
- 7.7 Where the Licensee is supplying hard copies of Licensed Data to Public Sector End Users solely for the purpose set out in paragraph 7.1, paragraphs 7.2 and 7.3 shall not apply and, instead, the Licensee shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:
- 'You are permitted to use this data solely to enable you to respond to, or interact with, the organisation which has provided you with the data. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.'*

## **8 INSPIRE End User Licensing**

- 8.1 Where the Licensee is required to make available Licensed Data in order to comply with its obligations under the INSPIRE Regulations, it may supply copies of Licensed Data to INSPIRE End Users for the INSPIRE End User Purpose.
- 8.2 Where the Licensee supplies copies of Licensed Data under paragraph 8.1, it shall do so on the terms of the INSPIRE End User Licence.
- 8.3 Save where the Licensed Data is made available by way of a WMS or WFS, the INSPIRE End User Licence shall either be click accepted by an INSPIRE End User prior to accessing the Licensed Data, or deemed to have been accepted by an INSPIRE End User. Where not made available via click acceptance the Licensee shall ensure that the INSPIRE End User Licence terms are clearly drawn to the INSPIRE End User's attention prior to being given access to the Licensed Data, by means of a link to the INSPIRE End User Licence together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the INSPIRE End User is deemed to have accepted the INSPIRE End User Licence. In addition, the Licensee will ensure that a link to the INSPIRE End User Licence is contained in the metadata, and that the metadata is made available with the Licensed Data.
- 8.4 Save where the Licensed Data is made available (i) by way of a WMS or WFS, and/or (ii) in vector format, the Licensee will:
- 8.4.1 include a background watermark to identify the source of the Licensed Data at scales of 1:10 000 or larger. The watermark must appear at least once and cover at least 10% of the map image reproduced; and
  - 8.4.2 ensure that the Licensed Data includes (i) the acknowledgement(s) required by paragraph 12.1.1, and (ii) the Licensee's licence number pre-fixed or suffixed with the letters 'EUL'.



- 8.5 Where the Licensed Data is made available in vector format, other than via WFS, the Licensee shall ensure that copy protection measures are used.
- 8.6 As stated in paragraph 2.3 above, in this paragraph 8, references to Licensed Data are limited to Data created by the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 8 as 'background' or otherwise.
- 8.7 Where the Licensee, under this paragraph 8, makes the Licensed Data available within a WMS and/or WFS:
- 8.7.1 the url containing the INSPIRE End User Licence must be included within the WMS and/or WFS metadata, and must also be returned by GetCapabilities; and
  - 8.7.2 where practicable, the Licensee shall ensure that the INSPIRE End User Licence terms are clearly drawn to the end user's attention prior to or at the same time as being given access to the Licensed Data, by means of a link to the INSPIRE End User Licence together with a statement in legible font in a conspicuous position that by using or accessing the Licensed Data the end user is deemed to have accepted the INSPIRE End User Licence.
- 8.8 The Licensee's obligation in clause 7.2 to maintain accurate and complete records of those instances where Licensed Data is provided to a third party shall, in the case of any supplies made pursuant to this paragraph 8, not require the Licensee to capture and collect the names and contact details of INSPIRE End Users.

Paragraphs 7.5 to 7.6 above shall apply to any supply under this paragraph 8, with any necessary changes.

## **9 Emergency Situations Licensing**

- 9.1 In Emergency Situations, the Licensee may provide Licensed Data to Emergency Services who are not licensed to use the same, to the extent required for, and for the purposes only of, Emergency Use.
- 9.2 Where the Licensee has provided Licensed Data to Emergency Services for Emergency Use, the Licensee shall within 60 days of such provision, provide OS with:
- 9.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
  - 9.2.2 the format in which it was provided;
  - 9.2.3 the full correct name, address and contact details of the recipient Emergency Service;
  - 9.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
  - 9.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 9.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by the Licensee for Emergency Use, the Licensee agrees to use its reasonable endeavours to assist OS in procuring that the Emergency Service concerned either destroys the data or returns it to OS and/or the Licensee.

## **10 Pre-approved Supply to Third Parties licensed under a Framework Contract (Partner)**

- 10.1 The Licensee may supply Licensed Data to a third party in accordance with paragraph 10.2, provided that the following conditions are fulfilled:
- 10.1.1 the third party must be licensed by OS under a Contract (as defined in the Framework Contract (Partners) (the **FC(P)**)) entered into pursuant to the FC(P) for the same area of coverage of the same Licensed Data being supplied;
  - 10.1.2 the Licensee must not charge any licensing or other fees or charges to the third party in relation to the Licensed Data, save for a one-off upfront payment in respect of administration expenses;
  - 10.1.3 the supply must be to support delivery of or to deliver the Licensee's Core Business (and the parties agree that supply of Licensed Data pursuant to this paragraph 10 shall be deemed not to be a Competing Activity or Commercial Activity); and

10.1.4 the supply shall be subject to a licence (whether express or implied) of any of the Licensee's IPR in the Licensed Data, granted on a worldwide, perpetual, royalty free, irrevocable, non-exclusive basis, and not containing any restrictions, including as to copying, distribution, transmission, adaptation or commercial exploitation (whether by sub-licensing, combining it with other data, or by including it in products or applications).

10.2 Subject to paragraph 10.1 above, the Licensee may, as an alternative to entering into an FCP with OS and sub-licensing the relevant data to the third party in accordance with the FCP, request in writing that OS license the Licensed Data direct to the third party. Within 30 Working Days of receipt of such request, OS shall use reasonable endeavours to provide a side agreement to the Licensee, between OS, the Licensee and the third party. The Licensee shall arrange signature of the side agreement by the Licensee and the third party, and shall return the side agreement to OS. Following confirmation by OS of receipt of such signed side agreement, the Licensee shall be entitled to supply the relevant Licensed Data to the third party.

## **11 INSPIRE Relevant Body End User Licensing**

11.1 INSPIRE Relevant Body End User Licensing is the supply by the Licensee, in accordance with its obligations under the INSPIRE Regulations 2009, of copies of Licensed Data to an INSPIRE Relevant Body End User which has entered into and adheres to the terms of a Public Sector End User Licence – INSPIRE Relevant Body for the INSPIRE Relevant Body End User Purpose.

11.2 In making Licensed Data available under this paragraph 11, the Licensee shall comply with the watermarking obligation in paragraph 12.1.2 b).

11.3 As stated in paragraph 2.3 above, in this paragraph 11, references to Licensed Data are limited to Data created by the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be licensed under a Public Sector End User Licence – INSPIRE Relevant Body as 'background' or otherwise.

11.4 The Licensee will ensure that all Public Sector End User Licences – INSPIRE Relevant Body are terminated with effect from the date of expiry or termination of this Licence.

## **12 Licensee's Obligations**

12.1 In addition to the Licensee's other obligations set out in the Licence, the Licensee shall ensure that:

12.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 5 of the Licence) are included on the Licensed Data and on any copies the Licensee or any Public Sector End User or INSPIRE End User produces;

12.1.2 where the Licensee makes Licensed Data publicly available in accordance with paragraph 4.2.8 above:

- a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Licensee shall ensure that the phrase 'Use of this data is subject to terms and conditions' is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in i) to iii) below:
  - i) *'You are granted a non-exclusive, royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which [insert name of Licensee] makes it available;*
  - ii) *you are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and*
  - iii) *third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey';*

- b) where the Licensee makes Licensed Data available by way of a WMS or WFS, to the extent that the Licensed Data comprises 1:10 000 Scale Raster, OS VectorMap Local, OS MasterMap Integrated Transport Network Layer, OS MasterMap Topography Layer, OS MasterMap Highways Network Layer, Land-Line or OSCAR, please see the guidance at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html> as to whether or not a background watermark to identify the source of the Licensed Data must be included. Where a watermark is required, it must appear at least once and cover at least 10% of the map image reproduced. For the avoidance of doubt, no watermarking is required where the Licensee makes Licensed Data available via electronic documents (e.g. a pdf), static internet image (i.e. a 'read only' raster format image which cannot be edited, manipulated, interrogated, geo-referenced or customised in any way or used within any geographical information system or comparable database or software system) or hard copy.;
  - c) in relation to Licensed Data made available in hard copy form for members of the public to take away, the Licensee shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:  
*'You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form';* and
  - d) for the avoidance of doubt, in relation to Licensed Data made available in hard copy form for members of the public to view, but not to take away, the obligation set out in paragraph 12.1.2 c) above shall not apply; and
- 12.1.3 where the Licensee makes Licensed Data available, either under this Appendix 1 or Clause 2.7, by way of a WMS or WFS, the Licensee will comply with the guidance set out at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html>.

### **13 Innovation End User Licensing**

- 13.1 The Licensee is permitted to license Licensed Data to third parties, provided that:
- 13.1.1 where the Licensee makes available Licensed Data under this paragraph 13, it shall do so on the terms of the Public Sector Innovation Licence;
  - 13.1.2 prior to making available Licensed Data to any third party under the Public Sector Innovation Licence, the Licensee will obtain (and retain records of) the names, addresses and email addresses of such third parties, together with the date of supply and details of the relevant Licensed Data;
  - 13.1.3 in making Licensed Data available under this paragraph 13, the Licensee shall comply with the acknowledgement and watermarking obligations in paragraphs 12.1.1 and 12.1.2 b);
  - 13.1.4 any Licensed Data made available under this paragraph 13 shall not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
  - 13.1.5 the Licensee will monitor its Innovation End User Licensing activities and report the same to OS, in accordance with reasonable guidelines issued by OS from time to time; and
  - 13.1.6 to the extent that any Licensed Data includes Royal Mail Data, the terms of Appendix 3 will apply.
- 13.2 As stated in paragraph 2.3 above, in this paragraph 13, references to Licensed Data are limited to Data created by the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be licensed under a Public Sector Innovation Licence, as 'background' or otherwise.

### **14 Competing Activities and Commercial Activities**

- 14.1 Nothing in this Appendix permits the Licensee or any person to use the Licensed Data for any Commercial Activities or Competing Activities.

- 14.2 Where OS reasonably considers that the Licensee's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, OS may take such steps as it reasonably considers are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 14.3 below and/or suspending the licence granted under this Licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Chief Executive and Director General of OS as to the existence of a Competing Activity shall be final and conclusive.
- 14.3 Where the Licensee's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Licensee shall either:
- 14.3.1 enter into a separate appropriate licence; or
  - 14.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to the reasonable satisfaction of OS.
- 14.4 The Licensee shall indemnify OS against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by OS in relation to any breach or alleged breach by OS of competition law to the extent such loss results from the Licensee's breach of paragraph 14. Nothing in this Licence shall limit or exclude the Licensee's liability to OS under this indemnity.

## **15 Public Libraries**

Notwithstanding any other provision of this Appendix 1, a public library which is licensed under this Licence shall be entitled to act in accordance with the guidance (as may be amended by OS from time to time) contained at the url <http://www.os.uk/oswebsite/licensing/copyright/public-libraries.html>.

## Appendix 2 Licensed Data

### Part A – Licensed Data

OS MasterMap® Topography Layer  
OS MasterMap® Integrated Transport Network™ (ITN) Layer, Road Routing Information (RRI) Theme and Urban Paths Theme<sup>3</sup>  
OS MasterMap Highways Network Layer<sup>4</sup>  
ADDRESS-POINT®<sup>5 + 6</sup>  
OS MasterMap® Address Layer<sup>5 + 6</sup>  
OS MasterMap® Address Layer 2<sup>5 + 6</sup>  
National Land and Property Gazetteer<sup>5 + 6</sup>  
AddressBase®<sup>5</sup>  
AddressBase® Plus<sup>5</sup>  
AddressBase® Premium<sup>5</sup>  
1:10 000 Scale Raster<sup>7</sup>  
OS VectorMap® Local  
1:25 000 Scale Colour Raster  
1:50 000 Scale Colour Raster  
Code-Point®  
Code-Point® with polygons  
Land-Line® Data  
OSCAR® Data

### Part B – Dataset specific terms

Where there is any conflict between the terms of this Part B of Appendix 2 and the rest of this Licence, this Part B of Appendix 2 shall take precedence

#### 1 Land-Line Data

- 1.1 Land-Line Data means OS Data known as Land-Line and Land-Line.Plus® limited to the Licensee's existing holdings of Land-Line and/or Land-Line.Plus.
- 1.2 No Land-Line Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.
- 1.3 There is no Specification for Land-Line Data.
- 1.4 Land-Line Data is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 9.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of OS not supplying or updating Land-Line Data. This paragraph shall survive the termination or expiry of this Licence.

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<sup>3</sup> From the Highways Equivalency Date (see footnote below), this Dataset will be licensed for two more years (on a dual-running basis), following which it will be withdrawn. Following the date of withdrawal, this dataset will be licensed on a residual rights basis in accordance with paragraph 5 of Part B to this Appendix 2.

<sup>4</sup> This Dataset will be licensed under this Licence from the date on which it is available in OS's online ordering system (known as OS Orders), so that Members are able to evaluate the Dataset. With effect from a date to be agreed between OS and BIS (the **Highways Equivalency Date**), such date to be the date on which OS and BIS are confident that this Dataset has equivalent functionality to OS MasterMap Integrated Transport Network Layer in all material respects, the two year process of replacing OS MasterMap Integrated Transport Network Layer with OS MasterMap Highways Network Layer will begin. To be clear, until the Highways Equivalency Date, Members will have the same rights to use the OS MasterMap Highways Network Layer as they have for the other Licensed Data, notwithstanding that the purpose of any such use will be to evaluate the Dataset. Following the Highways Equivalency Date, the reference to a purpose of evaluation will no longer apply. It is envisaged that the Highways Equivalency Date will be in spring 2017; should the Highways Equivalency Date not have occurred prior to 31 December 2017, OS MasterMap Highways Network Layer will no longer be licensed under the Member Licence, and OS will instead make the Dataset available to Members under standard evaluation terms, until the Highways Equivalency Date (at which point the Dataset will be licensed under the Member Licence).

<sup>5</sup> In addition to the other terms of this Licence, note that the Addressing Datasets are also subject to the terms set out in Appendix 3.

<sup>6</sup> ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer will be licensed under this Licence until 31 October 2014, to assist with migration to one or more of the AddressBase Datasets. Following such date, the licensing will be subject to the specific terms set out in Part B below.

<sup>7</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.

1.5 In relation to Public Data Sharing of Land-Line Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive Land-Line Data to and from the Sharing Party where, in the case of

1.5.1 supply by the Licensee, the Sharing Party, and

1.5.2 receipt by the Licensee, the Licensee,

is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of OS MasterMap Topography Layer (rather than of Land-Line Data) as the Land-Line Data being supplied or received.

## **2 OSCAR Data**

2.1 OSCAR Data means OS Data known as OSCAR Traffic-Manager® and OSCAR Asset-Manager® limited to the Licensee's existing holdings of OSCAR Traffic-Manager and/or OSCAR Asset-Manager.

2.2 No OSCAR Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.

2.3 There is no Specification for OSCAR Data.

2.4 OSCAR Data is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 9.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of OS not supplying or updating OSCAR Data. This paragraph shall survive the termination or expiry of this Licence.

2.5 In relation to Public Data Sharing of OSCAR Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive OSCAR Data to and from the Sharing Party where, in the case of

2.5.1 supply by the Licensee, the Sharing Party, and

2.5.2 receipt by the Licensee, the Licensee,

is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of OS MasterMap Integrated Transport Network Layer (rather than of OSCAR Data) as the OSCAR Data being supplied or received.

## **3 1:10 000 Scale Raster Data**

3.1 With effect from 1 April 2013, 1:10 000 Scale Raster Data means OS Data known as 1:10 000 Scale Raster limited to the Licensee's holdings of 1:10 000 Scale Raster as at 31 March 2013.

3.2 No 1:10 000 Scale Raster Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS on and following 1 April 2013 under this Licence.

3.3 As of 1 April 2013, there will be deemed, for the purposes of this Licence, to be no Specification for 1:10 000 Scale Raster Data.

3.4 Subject to Clause 9.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of OS not supplying or updating 1:10 000 Scale Raster Data, in each case on or following 1 April 2013. This paragraph shall survive the termination or expiry of this Licence.

3.5 In relation to Public Data Sharing of 1:10 000 Scale Raster Data under paragraph 5 of Appendix 1, on and following 1 April 2013, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive 1:10 000 Scale Raster Data to and from the Sharing Party where, in the case of

3.5.1 supply by the Licensee, the Sharing Party, and

3.5.2 receipt by the Licensee, the Licensee,

is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of OS VectorMap Local (rather than of 1:10 000 Scale Raster Data) as the 1:10 000 Scale Raster Data being supplied or received.

#### **4 ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer**

- 4.1 With effect from 1 November 2014, ADDRESS-POINT, OS MasterMap Address Layer and the National Land and Property Gazetteer will be deemed to mean the Licensee's holdings of the respective dataset as at 31 October 2014. With effect from the same date, subject to paragraph 4.2, OS MasterMap Address Layer 2 will be deemed to mean the Licensee's holdings of such dataset, provided that such holdings are, in relation to Royal Mail's Multiple Residence Data, limited to Cleansed Data (as such term is defined in Part A of Appendix 3, save that references in the definition to PAF will be deemed to mean Multiple Residence).
- 4.2 Where the Licensee does not wish its use of OS MasterMap Address Layer 2 data, on and following 1 November 2014, to be limited as set out in paragraph 4.1, the Licensee will be required to pay a royalty in respect of its use of the Multiple Residence Data, on the basis set out in version 3 of this Licence, provided that payments of such royalties will not be required for the period between 1 November 2014 and 31 March 2015. Note that the terms which govern the Licensee's use of Multiple Residence Data contained in OS MasterMap Address Layer 2 will be as set out in version 3 of this Licence (in particular, version 3 of Appendix 3 will apply), subject to this paragraph 4.
- 4.3 No ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 or National Land and Property Gazetteer (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS on and following 31 October 2014 under this Licence.
- 4.4 Save where otherwise agreed in writing, no ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data shall be supplied or delivered by OS to the Licensee where the Licensee was not licensed for use of such dataset as of 31 March 2014.
- 4.5 Without prejudice to paragraph 4.4 above, the Licensee will not be entitled to order new coverage of ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 or the National Land and Property Gazetteer on or following 1 April 2014.
- 4.6 As of 1 November 2014, there will be deemed, for the purposes of this Licence, to be no Specification for ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer.
- 4.7 Subject to Clause 9.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data or as a result of OS not supplying or updating any of such datasets, on or following 31 October 2014. This paragraph shall survive the termination or expiry of this Licence.
- 4.8 In relation to Public Data Sharing of ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data under paragraph 5 of Appendix 1, on and following 1 November 2014, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data, respectively, to and from the Sharing Party where, in the case of
- 4.8.1 supply by the Licensee, the Sharing Party, and
- 4.8.2 receipt by the Licensee, the Licensee,
- is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of any of the AddressBase Datasets as the ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 or National Land and Property Gazetteer Data being supplied or received.

#### **5 OS MasterMap Integrated Transport Network Layer**

- 5.1 On the date which is two years after the Highways Equivalency Date (in this paragraph 5, the 'Highways Migration Date'), OS MasterMap Integrated Transport Network Layer will be deemed to mean the Licensee's holdings of such dataset as at the Highways Migration Date.
- 5.2 No OS MasterMap Integrated Transport Network Layer (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS on and following the Highways Migration Date under this Licence.
- 5.3 Save where otherwise agreed in writing, no OS MasterMap Integrated Transport Network Layer shall be supplied or delivered by OS to the Licensee where the Licensee was not licensed for use of such dataset as at a date six months prior to the Highways Migration Date.

- 5.4 Without prejudice to paragraph 5.3 above, the Licensee will not be entitled to order new coverage OS MasterMap Integrated Transport Network Layer on or following a date which is six months prior to the Highways Migration Date.
- 5.5 As of the Highways Migration Date, there will be deemed, for the purposes of this Licence, to be no Specification for OS MasterMap Integrated Transport Network Layer.
- 5.6 Subject to Clause 9.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of OS MasterMap Integrated Transport Network Layer, or as a result of OS not supplying or updating any of such datasets, on or following the Highways Migration Date. This paragraph shall survive the termination or expiry of this Licence.
- 5.7 In relation to Public Data Sharing of OS MasterMap Integrated Transport Network Layer under paragraph 5 of Appendix 1, on and following the Highways Migration Date, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive OS MasterMap Integrated Transport Network Layer, to and from the Sharing Party where, in the case of
- 5.7.1 supply by the Licensee, the Sharing Party, and
- 5.7.2 receipt by the Licensee, the Licensee,
- is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of OS MasterMap Highways Network Layer as the OS MasterMap Integrated Transport Network Layer Data being supplied or received.



## Appendix 3 Addressing Datasets – Royal Mail terms

Where there is any conflict between the terms of this Appendix 3 and the rest of this Licence, this Appendix 3 shall take precedence.

### Part A – Definitions

In addition to the other definitions in this Licence, in this Appendix 3 the following words and phrases shall have the following meanings:

<b>Created Data</b>	data created as a result of Data Creation.
<b>Database Cleansing</b>	means the processing, using PAF® Data, of a database in existence prior to such processing which does not involve Data Creation (and Cleansed and Cleansed Data shall be read accordingly).
<b>Data Creation</b>	the use of PAF® Data or any data which is part of it, to create a new address record (or records) in a new (or existing) database.
<b>PAF® Data</b>	means Royal Mail's database known as PAF®, including the database known as the 'Alias File'.
<b>PSL</b>	means the Public Sector Licence governing the use of PAF Data available to be entered into by eligible public sector bodies and Royal Mail.
<b>Royal Mail</b>	means Royal Mail Group Limited.
<b>Substantially All Database</b>	means a database which on its own or as part of a related or connected database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland.

### Part B – Royal Mail Terms

#### 1 General

- 1.1 The Addressing Datasets include Royal Mail's PAF Data. Subject to paragraph 2 below, the terms which govern the Licensee's use of PAF Data contained in the Addressing Datasets are those set out in the Licensee's PSL, save to the extent varied by this Licence. In the event of any conflict between the Licensee's PSL and this Licence, this Licence will take precedence.
- 1.2 OS MasterMap Address Layer 2 includes Royal Mail's data known as Multiple Residence Data (**MR Data**). Subject to paragraph 4.2 of Part B of Appendix 2, no Royal Mail royalties will be payable by the Licensee in relation to any MR Data contained in OS MasterMap Address Layer 2. The Licensee's Licensed use of the PAF data with OS MasterMap Address Layer 2 will be the same as set out in Appendix 1 of this Licence, with the same provisos as set out in paragraphs 3 to 6 below (with the definition of PAF Data being deemed, for this purpose, to include MR Data).
- 2 If the Licensee's PSL terminates or expires, the Licensee's licence to use the Addressing Datasets under this Licence will terminate immediately. In the event that the Licensee has not entered into a PSL, the terms which govern the Licensee's use of PAF Data (and MR Data) contained in the Addressing Datasets are those set out in the version 3 of this Licence. For the avoidance of doubt, if the Licensee has not entered into a PSL, (i) the Addressing Datasets shall only fall within the definition of Licensed Data to the extent that such Addressing Data is held by/supplied to the Licensee, and in respect of which Royalties are paid pursuant to Part C of Appendix 3 of version 3 of this Licence, and (ii) Appendix 3 from version 3 of this Licence will apply, rather than Appendix 3 in this version 4 of the Licence.

#### Licensed Use and Ancillary Rights

- 3 The Licensee's Licensed Use of the PAF Data within Addressing Datasets will be the same as set out in Appendix 1 of this Licence, with the following exceptions:
  - 3.1 in relation to the End User Licensing provisions, INSPIRE End User Licensing provisions, Innovation End User Licensing provisions and the Pre-approved Supply to Licensed Third Party provisions, the Licensee may only make PAF Data available under such provisions where the PAF Data comprises Cleansed Data;

- 3.2 in relation to the Public Sector Data Sharing provisions, the Licensee may only share PAF Data under such provisions where:
- a) it is Cleansed Data; or
  - b) in relation to Created Data, the Sharing Party is a Member or a PSMA Member which is a party to a PSL, and the Licensee has obtained written confirmation from the Sharing Party that it has entered into a PSL. The Licensee's right to share Created Data with such Sharing Parties ceases in the event that the Sharing Party ceases to be bound by the PSL.
- 3.3 in relation to public viewing provisions (see paragraph 4.2.8 of Appendix 1):
- a) the Licensee is only licensed to make hard copies of PAF Data available where the PAF Data comprises Cleansed Data; and
  - b) no single use of PAF Data by way of online access may communicate to an end user information relating to more than 100 address records; and
- 3.4 in relation to Emergency Situations licensing, the Licensee may only make PAF Data available for use by Emergency Services for a period of 90 days, unless a longer period is agreed in writing by Royal Mail.
- 4 The Licensee may only make Cleansed Data available to third parties where:
- 4.1 such supply is not related to a service comprising the Database Cleansing of a third party's database and the supply of the resulting Cleansed third party's database back to them;
- 4.2 if such databases are Substantially All Databases:
- a) such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
  - b) the access is provided in the course of the Licensee's Core Business and is not carried on as a business in its own right, and
  - c) the provision includes a prominent notice that the relevant Cleansed database has been cleansed against PAF® Data.
- 5 Where any PAF Data is made available to a Contractor in accordance with this Licence, the Licensee will procure that Royal Mail has rights to enforce directly the terms of the Contractor Licence pursuant to the *Contracts (Rights of Third Parties) Act 1999*.
- 6 To avoid doubt, the Ancillary Rights will apply to any PAF Data included within the Addressing Datasets, with the exception of the rights set out in Clause 2.4.

## Schedule 3      Payment Provisions

### 1      Annual Fee

1.1      The Annual Fee in respect of Year 1 (**AF1**) 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      The Annual Fee in respect of Year 5 (**AF5**) is £55,568,318.

1.6      The Annual Fee in respect of Year 6 (**AF6**) will be calculated using the following formula:

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

Where:

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

A is the prior Year's Annual Fee.

E is 0.02, representing an efficiency factor of 2%.

I is the inflation factor, being CPI as defined in Clause 1.1 and calculated using the figure for September in the prior Year, expressed as a decimal.

1.7      The Annual Fee in respect of Year 7 (**AF7**) will be calculated using the following formula:

$$A_{\text{new}} = (A \times (1+I)) - (A \times E) - 250,000$$

Where A<sub>new</sub>, A, E and I have the meanings set out in paragraph 1.6 above.

1.8      The Annual Fee in respect of Year 8 (**AF8**) will be calculated using the following formula:

$$A_{\text{new}} = (A \times (1+I)) - (A \times E) - 750,000$$

Where A<sub>new</sub>, A, E and I have the meanings set out in paragraph 1.6 above.

1.9      The Annual Fee in respect of Year 9 (**AF9**) will be calculated using the following formula:

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

Where A<sub>new</sub>, A, E and I have the meanings set out in paragraph 1.6 above.

1.10      The Annual Fee in respect of Year 10 (**AF10**) will be calculated using the following formula:

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

Where A<sub>new</sub>, A, E and I have the meanings set out in paragraph 1.6 above.

1.11      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 be equal. Each invoice shall be due and payable by BEIS within 30 days of such invoice.

1.12      For the avoidance of doubt, the Annual Fee does not include any royalties which may be due to Royal Mail.

## Schedule 4      Dispute Resolution Procedure

- 1      Where any dispute, difference or question between BEIS and Ordnance Survey arising out of or in connection with this Agreement (a **Matter**) cannot be resolved between the BEIS 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 BEIS 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 BEIS (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) (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 BEIS 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, take proceedings in the courts in accordance with Clause 19, in which case, 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, BEIS and Ordnance Survey shall use reasonable endeavours to conclude an agreement to operate the specified process.

## Schedule 5      GI Customer Group Principles

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

The GI Customer 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.

The GICG's specific responsibilities include:

- advising Ministers;
- provision of oversight of this Agreement including reviewing and monitoring performance against and proposing changes to this Agreement, with a view to ensuring that the Agreement:
  - is aligned to public sector strategic objectives;
  - meets user needs;
  - drives efficiencies and increased productivity in the agreement;
  - provides a cost efficient and effective value for money service for the sector;
  - is affordable;
- conducting or commissioning consultation and/or research as required to analyse:
  - the needs and use of geographic information across the public sector;
  - how the public sector could use geographic information in different ways and/or more extensively to deliver more efficient and effective public services;
  - the future requirements of the public sector for core geographic data;
- proposing changes to the Agreement and where necessary supporting and contributing to the development of an appropriate business case, in response to the Group's analysis of future public sector needs;
- conducting or commissioning appropriate financial or technical scrutiny to ensure:
  - delivery of value for money in relation to the quality of services required;
  - efficiency;
- considering and endorsing proposals for changes within the Agreement as required;
- working with Ordnance Survey to ensure that the Agreement delivers geographic data of appropriate quality and in the required form to enable the public sector to realise its strategic objectives;
- promoting best practice use of geographic data across the public sector;
- ensuring adequate representation of the Agreement and contact with other related initiatives.

The GICG 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 appointed by the Chair and a senior BEIS official and are appointed in personal capacities for a fixed term of 3 years, which may be extended for a further 3 years.

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 Customer Group meetings, but will not be formal Group Members. The GI Customer Group will be supported by a small Secretariat.

The Secretariat will be separate from BEIS'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 Customer Group.

The GI Customer 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:

Graham Hughes  
Strategic Development Manager  
Ordnance Survey  
Adanac Drive  
SOUTHAMPTON  
United Kingdom  
SO16 0AS  
Tel: 02380 055897  
Mobile: 07917 244807  
Email: [graham.hughes@os.uk](mailto:graham.hughes@os.uk)

### 2 BEIS Agreement Manager:

Paul Riches  
**PSMA Liaison Manager**  
BEIS  
1 Victoria Street  
LONDON  
SW1H 0ET  
Tel: 020 7215 4538  
Email: [paul.riches@bis.gsi.gov.uk](mailto:paul.riches@bis.gsi.gov.uk)

# Schedule 7      Changes to Agreement

## **1      General principles**

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

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

Where BEIS 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.

BEIS 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 Customer Group.

BEIS 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 Customer Group – meetings**

Ordnance Survey will seek to meet with the GI Customer 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 Customer 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 Customer 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 BEIS and the GI Customer Group of the details of the change no less than 3 months prior to making such change. If (a) in the reasonable opinion of BEIS, a Category 2 Change notified by Ordnance Survey will have a significant impact on the Members as a whole, and (b) BEIS 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 BEIS 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 Customer Group for a period of three months prior to giving any formal notification to BEIS of the implementation of such change. Such formal notification will be made to BEIS 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, or
- as at 31 March 2016, is party to an extant Member Licence,

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.