

One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey

- (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) Scottish Ministers, whose address is St Andrew's House, Regent Road, EDINBURGH, EH1 3DG (**Scottish Ministers**).

Background:

- A Ordnance Survey is the national mapping agency of Great Britain and is a limited liability company wholly owned by Government.
- B Scottish Ministers are a Crown body responsible for the exercise of statutory and other functions relating to the devolved administration of Scotland, in accordance with the *Scotland Act 1998* and other legislation.
- C This document describes the terms under which Ordnance Survey will supply spatial and related data to meet the needs of the devolved administration in Scotland and to facilitate the systematic and effective use of geographic information in the development and delivery of policy and services to the benefit of the people in Scotland.

Terms of the Agreement:

1 Definitions and interpretations

- 1.1 The following expressions shall have the following meanings:

Expression	Meaning
Additional Public Bodies	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 Appendix 4 (Additional Public Bodies).
Agreement	means this agreement between Ordnance Survey and Scottish Ministers but, for the avoidance of doubt, shall not include the Member Licences.
Change Only Updates	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.
Commencement Date	means 1 April 2013.

Community Council	means a community council established pursuant to the <i>Local Government (Scotland) Act 1973</i> (c.65).
Confidential Information	means any information that relates to Ordnance Survey's affairs and which is clearly designated as being confidential or which ought reasonably to be considered to be confidential, which is acquired by Scottish Ministers in anticipation of or as a result of this Agreement. This excludes information which is in the public domain other than through the breach of any duty of confidentiality.
CPI	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.
Data	means the Ordnance Survey products in digital form listed or referred to in Part 1 of Appendix 1 (Specification), as may be amended and/or updated from time to time in accordance with this Agreement.
Dataset	means any one of the products in digital form listed or referred to in Part 1 of Appendix 1 (Specification), as may be amended and/or updated from time to time in accordance with this Agreement.
Dataset Specification	means the specification made available via the Ordnance Survey website and the OS OpenData website as at 1 April 2013, for those Datasets listed or referred to in Parts A and B of Part 1 of Appendix 1 (Specification) respectively, and as amended from time to time by Ordnance Survey in its discretion.
Download Service	means a service provided by Ordnance Survey enabling the downloading by Members of Data pursuant to Part 3 of Appendix 1 (Specification).
Eligible Body	means: <ul style="list-style-type: none"> 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 (i) the Excluded Bodies, and (ii) any Infrastructure Body, and b) any Additional Public Bodies.
Enquiry	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.
Environmental Information Regulations	means the <i>Environmental Information (Scotland) Regulations 2004</i> and the <i>Environmental Information Regulations 2004</i> together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or the Department for Constitutional Affairs and/or the Department for the Environment, Food and Rural Affairs, Scottish Government or other relevant government department in relation to such regulations.

Error Report

means any (i) TellOS 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:

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

Excluded Body

means:

- a) any body whose geographic remit is wholly or mainly in England, Wales and/or Northern Ireland,
- b) save where the body is listed in Appendix 4 (Additional Public Bodies), any public or private limited company (including whether limited by shares or guarantee),
- c) any registered social landlord within the meaning of Part 2 of the *Housing (Scotland) Act 2010*, and
- d) any other body as may be agreed by Ordnance Survey and Scottish Ministers from time to time.

FOIA

means the *Freedom of Information Act 2000* and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner and/or the Department for Constitutional Affairs or other relevant government department in relation to such legislation.

FOISA

means the *Freedom of Information (Scotland) Act 2002* and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Scottish Information Commissioner and/or the Scottish Government or other relevant government department in relation to such legislation.

Infrastructure Body

means:

- a) a body which falls within the definition of 'utility' in Regulation 2 of the *Utilities Contracts Regulations 2016* or Regulation 2 of the *Utilities Contracts (Scotland) Regulations 2016*;
- 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 *Communications Act 2003*; or
- c) any other entity as may be agreed by the parties from time to time as being an infrastructure body, as published on Ordnance Survey's website.

IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licence Terms	means the terms set out or referred to in Appendix 2 (Licence Terms), being the terms under which Ordnance Survey will license the Data to Members.
Management Group	means the body which will represent the interests of Members. Management Group members will be appointed by the Spatial Information Board (a body established by Scottish Government) to reflect the OSMA membership, consulting with and taking into account the views of Ordnance Survey as to the identity of such group members. The Management Group will advise the Spatial Information Board on the strategic management of this Agreement and seek to ensure, through dialogue with Ordnance Survey, effective delivery against this Agreement. Ordnance Survey will be invited to attend Management Group meetings but will not be formal group members. The Management Group, together with Ordnance Survey, will engage with public sector stakeholders to gain feedback on the performance of this Agreement and proposals for any changes to this Agreement.
Member	means an Eligible Body which has entered into a Member Licence, and whose licence has not expired, nor been terminated or suspended.
Member Licence	means a licence entered into between an Eligible Body and Ordnance Survey on the Licence Terms.
Ordnance Survey Agreement Manager	means the person who will undertake the day to day management of the Agreement on behalf of Ordnance Survey, as notified by Ordnance Survey to Scottish Ministers in writing from time to time. The holder of this position will also be Ordnance Survey's nominated representative.
OS OpenData Commercial Agreement	means the Agreement concerning the provision of mapping data (OS OpenData) to the public by Ordnance Survey between Ordnance Survey and the Secretary of State for Business, Energy and Industrial Strategy and dated 30 March 2010.
OS OpenData Datasets	means those Datasets referred to in Part B of Part 1 of Appendix 1 (Specification).
Physical Media Service	means the supply of Data by Ordnance Survey to Members as described in Part 3 of Appendix 1 (Specification).
Quarterly Report	has the meaning ascribed thereto in Clause 6.6.
Request for Information	shall have the meaning set out in the FOIA or the FOISA or the Environmental Information Regulations as applicable.
Scottish Ministers Contract Manager	means the person who will undertake the day to day management of the Agreement on behalf of Scottish Ministers, as notified by Scottish Ministers to Ordnance Survey in writing from time to time. The holder of this position will also be Scottish Ministers' Management Group nominated representative.
Service Levels	means those Service Levels set out in Part 5 of Appendix 1 (Specification).
Services	means the Supply Services and the Support Services, each as set out in the Specification.
Specification	means the specification set out in Appendix 1 (Specification).

Supply Services	are the services described in Part 2 of Appendix 1 (Specification).
Support Services	has the meaning ascribed thereto in Part 3 of Appendix 1 (Specification).
TellOS	means an error and omissions reporting online tool known as TellOS, currently being piloted amongst Members, or any updated version or replacement of such tool.
Term	means the period commencing on 1 April 2013 and terminating on 31 March 2023, save where either extended or terminated early, in each case in accordance with Clause 5 below.
Tier 1 Member	means a Member excluding Community Councils and, save for Mountain Rescue Scotland, search and rescue organisations.
Tier 2 Member	means any Member who is not a Tier 1 Member.
Updates	means a supply to Members of Data which has been changed or modified or the addition to existing or known information.
Working Day	means any day other than a Saturday, Sunday or public holiday in England or Wales or in Scotland or an Ordnance Survey privilege holiday.
Year	means a period of 12 months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date and Year 1 shall mean the first such period of 12 months, Year 2 shall mean the following period of 12 months, and so on.

1.2 In this Agreement, unless the context otherwise requires, references to a party are to a party to this Agreement, and references to a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Datasets and services to be included

2.1 During the Term Ordnance Survey will make available the Data to each Member on the Licence Terms.

2.2 Scottish Ministers will engage in discussions with Ordnance Survey to facilitate the provision by the Members of up-to-date geographic information to improve the currency of Ordnance Survey's data.

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:

2.3.1 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

2.3.2 Ordnance Survey loses the right to license such data; or

2.3.3 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 perform the Services in accordance with the Specification.

- 2.5 Where any Data ceases to be provided pursuant to Clause 2.3 Ordnance Survey shall, within 60 calendar days of the date of cessation refund to Scottish Ministers such proportion of the payments as shall be agreed between Ordnance Survey and Scottish Ministers, both acting reasonably, in respect of that Data for the unelapsed period from the effective date of cessation to the following 31 March and the Annual Fee shall be adjusted accordingly.

3 Licensing arrangements

- 3.1 Scottish Ministers shall enter into a Member Licence for their own use of Datasets provided by Ordnance Survey under this Agreement. Scottish Ministers also agree to use their best endeavours to procure that each of the Members complies with that Member's Member Licence at all times.

- 3.2 Ordnance Survey agrees that it will:

- 3.2.1 grant to Members for the Term, a non-exclusive, non-transferable, revocable licence to use, copy and adapt the Datasets on the terms of the Member Licence; and
- 3.2.2 provide the Datasets on the terms of the Member Licence.

4 Payments

- 4.1 In consideration of the Members' entitlement to receive the Datasets and Services in accordance with this Agreement and the Member Licences, Scottish Ministers will pay to Ordnance Survey in advance an annual global fee (the Annual Fee) calculated and payable in accordance with this Clause 4 and Appendix 3 (Payment Provisions). The Annual Fee is exclusive of VAT.
- 4.2 Ordnance Survey will submit an invoice within six (6) weeks of the Commencement Date of this Agreement, and within two (2) weeks of (i) each anniversary of the Commencement Date, and (ii) 1st October in each year during the Term, requiring payment of the applicable part of the Annual Fee.
- 4.3 Scottish Ministers will pay all Ordnance Survey invoices in full, including VAT and any other applicable taxes at the rate prevailing at the date of the invoice, within 30 calendar days of the date of receipt of each invoice.
- 4.4 Payment should 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.
- 4.5 If Scottish Ministers fail to pay any sum by the due date then, for such period as that sum remains outstanding Ordnance Survey reserves the right not to supply Members with any further Datasets and/or Services, and to withhold further access to such Datasets and/or Services.

5 Term and Termination

- 5.1 This Agreement will continue until 31 March 2023, unless prior to such date it is:
- 5.1.1 extended by mutual agreement between the parties; or
- 5.1.2 terminated in accordance with Clause 5.2, 5.3, 5.4 or 6.7.

- 5.2 This Agreement may be terminated immediately by one party on giving written notice:
- 5.2.1 if the other party is in material breach of any of the terms of this Agreement and such breach is incapable of being remedied;
 - 5.2.2 if the other party is in material breach of any of the terms of this Agreement and the breach, being remediable, is not remedied within 30 calendar days from the date of a written request to do so; or
 - 5.2.3 if at any time 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 the Datasets.
- 5.3 Ordnance Survey may terminate this Agreement immediately on giving written notice if Scottish Ministers disclose Confidential Information or authorise use of Ordnance Survey's IPR to an unauthorised third party, otherwise than in accordance with this Agreement.
- 5.4 This Agreement may be terminated by mutual consent of the parties at any time before expiry of the Term.
- 5.5 On termination of this Agreement prior to expiry of the Term, Ordnance Survey shall, save where Ordnance Survey has terminated the Agreement as a result of any default by Scottish Ministers, within 60 calendar days of the date of termination refund to Scottish Ministers the payments paid by Scottish Ministers to Ordnance Survey in respect of the unelapsed period from the effective date of termination to the following 31 March.

6 Management of the Agreement and Dispute Resolution

- 6.1 Liaison between Ordnance Survey, Scottish Ministers and the members will be arranged through the Management Group and Ordnance Survey meeting regularly and also at the specific request of either party. Day to day management of the Agreement will be undertaken by the Ordnance Survey Agreement Manager and the Scottish Ministers Contract Manager.
- 6.2 Any disputes arising under this agreement that cannot be resolved by the parties may be referred to the Management Group for discussion between that Group and Ordnance Survey. For the avoidance of doubt, a dispute shall only be deemed to have been resolved by this process where the nominated representatives of each of Scottish Ministers and Ordnance Survey agree.
- 6.3 If the parties fail to resolve the dispute under the process at Clause 6.2, or if either party reasonably considers that the dispute is of such importance and urgency that it will not be resolved quickly enough in that way, the dispute will be considered by a senior representative of Scottish Ministers and the Chief Executive and Director General of Ordnance Survey.
- 6.4 If the dispute remains unresolved after consideration in accordance with Clause 6.3 hereof, it may be referred (jointly by both parties or separately by either party), to the Minister of the Department of Business, Energy and Industrial Strategy and to the relevant Scottish Minister for determination.
- 6.5 In the event that a dispute is not resolved within a reasonable period after having followed the process set out in this Clause 6 or, in exceptional cases, where the nature and urgency of the dispute is such that in the reasonable opinion of either party following the process set out in Clause 6 would be unreasonable, either party may refer the dispute to the Scottish courts.
- 6.6 For the avoidance of doubt, any discussion of an issue that is conducted under the process set out in this Clause 6 may, where applicable, continue in parallel with the same issue being dealt with in accordance with the process set out in paragraph 13.2 of Appendix 1 of any Member Licence, but the parties acknowledge and agree that the outcome of any process conducted under such paragraph 13.2 shall be final and conclusive and take precedence over the outcome of any discussions of the same issue conducted under this Clause 6.

- 6.7 Ordnance Survey shall keep Scottish Ministers regularly informed by way of a written report every 3 months, to enable Scottish Ministers to monitor the progress of the Agreement (the Quarterly Report). In addition, Ordnance Survey will provide a report to Scottish Ministers on an annual basis (the Annual Report) for the same purpose. The content and format of the Quarterly Report and the Annual Report will be agreed by the parties.
- 6.8 The parties agree to carry out a joint review of the agreement at the end of Year 4 and Year 7. It is intended that the reviews will commence no more than 30 days prior to, and be completed no later than 30 days following, the start of Years 5 and 8. The focus of the reviews will be agreed by the parties, but (without limitation) may include pricing, suggested changes to the Licence Terms and the Datasets, developments in relation to Open Data, service levels and resulting value for money. Where either of the parties requires changes to be made following on from the review, and these changes are not agreed within a period of 60 days commencing with the end of the review, that party shall be entitled to terminate the Agreement by written notice of not less than 12 months given to the other party, provided that such notice cannot be given later than 90 days following the start of Years 5 and 8. For the avoidance of doubt, until termination the terms of this Agreement shall continue in full force and effect.

7 Ownership of Datasets

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

8 Confidentiality

- 8.1 Except to the extent set out in this Clause 8 or where disclosure is expressly permitted elsewhere in this Agreement, Scottish Ministers shall not disclose the Confidential Information to any other person without the prior written consent of Ordnance Survey, and shall immediately notify Ordnance Survey if they suspect or become aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information.
- 8.2 Clause 8.1 shall not apply to the extent that (a) disclosure is made in accordance with the FOISA, the FOIA or the Environmental Information Regulations pursuant to Clause 9 (Freedom of Information) or is otherwise required by reason of a court order to which Scottish Ministers are subject, (b) the information was obtained from a third party without obligation of confidentiality, or (c) the information is independently developed without access to the Confidential Information.
- 8.3 Scottish Ministers shall not use or copy any Confidential Information other than for the purposes of this Agreement. Subject to Clauses 8.1 and 8.2, Scottish Ministers may only disclose Confidential Information to their own personnel who need to know the information to enable performance of their obligations under this Agreement.
- 8.4 If Scottish Ministers are required by law (except the FOISA, the FOIA or the Environmental Information Regulations) to make a disclosure of Confidential Information, Scottish Ministers shall as soon as reasonably practicable notify Ordnance Survey of the Confidential Information to which the requirement for disclosure would apply (and, when practicable, consult with Ordnance Survey as to the steps that may reasonably be taken to avoid or limit disclosure) and the full circumstances of the required disclosure including the relevant law and/or regulatory body requiring such disclosure.
- 8.5 Scottish Ministers shall (and shall procure that their sub-contractors shall) implement security practices against any unauthorised copying, use, disclosure (whether that disclosure is oral, in writing or in any other form), access and damage or destruction of Confidential Information.

- 8.6 Unless Scottish Ministers are required by law to keep any copies of Confidential Information, they shall, upon request, and in any event on termination of the whole or part of this Agreement or expiry of this Agreement, promptly return the Confidential Information and all physical and written records containing Confidential Information to Ordnance Survey or, if requested by Ordnance Survey, destroy or delete the same in a manner specified and promptly certify that it has completed such destruction or deletion and/or complied with such obligation to return, as applicable.
- 8.7 The obligations with respect to Confidential Information disclosed under this Agreement shall survive either expiry or termination of this Agreement and will continue for as long as the information remains confidential.

9 Freedom of Information

- 9.1 Each party acknowledges that the other party is subject to the FOISA and/or the FOIA and the Environmental Information Regulations and shall assist and cooperate with the other party to enable compliance with FOISA, FOIA and the Environmental Information Regulations.
- 9.2 Each party acknowledges that the party that has received a Request for Information shall be responsible for determining whether any Confidential Information and/or any other information is required to be disclosed pursuant to a Request for Information and that such party is entitled, and may be required, to disclose information without obtaining consent from the other.
- 9.3 Each party shall ensure that after it has been notified of a Request for Information it shall retain all information which is the subject of that request for disclosure until the request has been determined and can no longer be the subject of review or appeal as the case may be, and shall permit the other to inspect such records as requested from time to time.
- 9.4 Without prejudice to Clause 9.2, where a party receives a Request for Information that relates to Confidential Information of the other party (referred to in this Clause 9.4 as the Receiving Party), the Receiving Party shall, where practicable:
- 9.4.1 before making any disclosure of the requested information and as soon as reasonably practicable after receiving the Request for Information, notify the other party of the receipt of the Request for Information and of the nature and extent of the information covered by the Request for Information;
 - 9.4.2 reasonably consider any representations made in good time by the other party as to whether the FOISA, FOIA or Environmental Information Regulations do not apply to the requested information, as to whether and on what basis the requested information may be covered by an exemption in the FOISA, FOIA or Environmental Information Regulations and, where relevant, as to the application of the public interest test before reaching a decision on whether to disclose the requested information; and
 - 9.4.3 notify the other party if the Receiving Party makes a decision to disclose the requested information.
- 9.5 The Receiving Party shall not be obliged to notify the other party in accordance with Clause 9.4 where the Receiving Party has already decided that it does not intend to disclose the requested information but shall notify the other party if the refusal of the request is the subject of an appeal to the Information Commissioner, Scottish Information Commissioner or the court.

10 Warranties

- 10.1 Ordnance Survey will provide the warranty set out in the Member Licences, but otherwise excludes, to the fullest extent permissible by law, all warranties, conditions, representations or terms, whether implied by, or expressed in, common law or statute.

11 Liability

- 11.1 Except for the payments due under Clause 4 above or in relation to breaches of Clause 8, neither Scottish Ministers nor Ordnance Survey will be liable to the other in contract, delict (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.
- 11.2 Nothing in this Agreement shall have the effect of excluding or limiting the liability of either party for:
- 11.2.1 breach of duty (or that of employees or agents of either party in the course of their engagement in connection with this Agreement) to the extent it is in respect of death or personal injury; or
 - 11.2.2 fraud.

12 Variation

- 12.1 Subject to Clause 12.2 below, no variation to this Agreement or to any Member Licence shall be effective unless agreed in writing by Ordnance Survey and Scottish Ministers.
- 12.2 Ordnance Survey may vary this Agreement or any Member Licence on serving written notice on Scottish Ministers where such variation:
- 12.2.1 is required by law,
 - 12.2.2 is a requirement imposed by a supplier to Ordnance Survey of any element of any of the Data and/or Services, or
 - 12.2.3 relates to the OS OpenData Datasets and is made in accordance with the OS OpenData Commercial Agreement.

If Scottish Ministers do not want to accept the variation, Scottish Ministers shall be entitled to terminate the supply of the relevant Datasets and Services under this Agreement within 30 calendar days of having received notice of the variation.

- 12.3 For the avoidance of doubt, Clauses 12.1 and 12.2 shall survive termination or expiry of this Agreement and shall continue to apply until all Member Licences agreed pursuant to this Agreement cease to have any application.

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 Treaty on the Functioning of the European Union (**Treaty**). In particular, to the extent that sections 18 and 19 of the *Competition Act 1998* and/or Article 102 of the 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 Assignment/Transfer

- 14.1 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.
- 14.2 Other than as provided in Clause 14.1 neither party shall be entitled to assign, transfer, delegate or novate this Agreement, nor any of its rights and/or obligations under it.

15 Notices

- 15.1 Any notice required to be given for the purposes of this Agreement shall be given in writing by sending the notice by either prepaid first class post, recorded delivery or delivery by hand.
- 15.2 Any notice for Ordnance Survey shall be sent to the following contact details:

Ordnance Survey Agreement Manager, Ordnance Survey, Conference House, 152 Morrison Street,
The Exchange, EDINBURGH, EH3 8EB
- 15.3 Any notice for Scottish Ministers shall be sent to the following contact details:

Scottish Ministers Contract Manager, Scottish Government, Area 3-G, Victoria Quay, EDINBURGH, EH6 6QQ

16 Jurisdiction and governing law

- 16.1 This Agreement will be governed by and construed in accordance with Scots law. Subject to Clause 13.3, both parties submit to the exclusive jurisdiction of the Scottish courts in respect of any proceedings issued by either party in connection with this Agreement.

17 Entire Agreement

- 17.1 This Agreement and the relevant Member Licence constitute the entire agreement with regard to Scottish Ministers' and any Member's entitlement to use and access the Datasets and Services.

18 Signing

IN WITNESS WHEREOF these presents consisting of this and the preceding 11 pages together with the 4 Appendices annexed hereto are subscribed for the parties as follows:

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

Witness	Authorised Signatory
.....
Witness Name	Full Name of Signatory
.....
Witness Address	Date of Signing
.....
.....	Place of Signing
.....

For and on behalf of **Scottish Ministers**

Witness	Authorised Signatory
.....
Witness Name	Full Name of Signatory
.....
Witness Address	Date of Signing
.....
.....	Place of Signing
.....

Appendix 1 Specification

This is Appendix 1 referred to in the foregoing One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey dated on or about 1 April 2013.

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 Datasets¹

OS MasterMap® Topography Layer

OS MasterMap® Integrated Transport Network™ (ITN) Layer, Road Routing Information (RRI) Theme and Urban Paths Theme²

ADDRESS-POINT®³

OS MasterMap® Address Layer³

AddressBase®

AddressBase® Plus

AddressBase® Premium

1:10 000 Scale Raster⁴

OS VectorMap® Local

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

Code-Point®

Code-Point® with polygons

OS MasterMap® Networks – Water Layer⁵

Land-Line® Data⁵

OSCAR® Data⁵

OS MasterMap® Highways Network Layer⁶

Table 1 – Core OS Datasets Supply Extents and Publication Frequency

OS Dataset	Supply Extent⁷	Publication frequency⁸	Months of publication
OS MasterMap [®] Topography Layer	User-Defined	6 weekly	As published on website
OS MasterMap [®] ITN Layer (Road Network)	User-Defined	6 weekly	As published on website
OS MasterMap [®] ITN RRI Theme	User-Defined	6 weekly	As published on website
OS MasterMap [®] ITN Urban Paths Theme	Scotland (Urban Areas Only)	Quarterly	April, July, October, January
OS MasterMap [®] Networks – Water Layer	User-Defined	6 weekly	As published on website
ADDRESS-POINT [®]	NA	NA	NA
OS MasterMap [®] Address Layer	NA	NA	NA
1:10 000 Scale Raster	NA	NA	NA
OS VectorMap [®] Local	5km grid squares	3 monthly	Jan, Apr, Jul, Oct
1:25 000 Scale Raster	10km grid squares	Quarterly	June, Sep, Dec, Mar
1:50 000 Scale Raster	20km grid squares	Quarterly	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 [®]	Scotland or User-Defined	6 weekly	As published on website
AddressBase [®] Plus	Scotland or User-Defined	6 weekly	As published on website
AddressBase [®] Premium	Scotland or User-Defined	6 weekly	As published on website
OS MasterMap [®] Highways Network Layer	User-Defined	Monthly	Monthly

- 1 In relation to the Core OS Datasets, save where a lesser extent is specified, Members will be licensed for the geographic area of Scotland together with a two kilometre buffer zone extending into England along the length of the England/Scotland border. Note that whilst it may be possible for a Member to order and access data for a wider coverage than that for which it is licensed under the Member Licence, if it does so it will be liable to pay fees for such access on a commercial basis, and will be required to enter into a commercial licence to enable it to use such data. Note in particular that although Code-Point and Code-Point with Polygons are supplied on a GB basis, Members are only licensed for the geographic area of Scotland together with a two kilometre buffer zone extending into England along the length of the England/Scotland border.
- 2 From the Highways Equivalency Date (see footnote 6 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 6 of Part B to Appendix 2 of the Member Licence.
- 3 ADDRESS-POINT[®] and OS MasterMap[®] Address Layer will only be licensed until 31 October 2014 (after which residual rights will apply in accordance with paragraph 5 of Part B to Appendix 2 of the Member Licence) (set out in Part B of Appendix 2 (Licence Terms)). No new orders or extensions to existing coverage for these Datasets will be possible on and following 1 April 2014.
- 4 1:10 000 Scale Raster will be licensed (on a dual-running basis) until 31 March 2014 only, to assist with migration to OS VectorMap[®] Local. Up until and following such date, the licensing will be subject to specific terms set out in Part B of Appendix 2 to the Member Licence set out in Part B of Appendix 2 (Licence Terms).
- 5 Subject to specific terms set out in Part B of Appendix 2 to the Member Licence set out in Part B of Appendix 2 (Licence Terms).

- 6 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.)
- 7 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) in Part 3).
- 8 For the avoidance of doubt, Change Only Updates will only be available for those Datasets where specified in the relevant Dataset Specification.

Part B – OS OpenData Datasets

Those datasets set out in Schedule 1 to the OS OpenData Commercial Agreement.

Part 2 – Formats

A – Core OS Datasets

Products	GML	ESRI Shapefile	MapInfo Mid/Mif	MapInfo TAB	TIFF (LZW Comp)	TIFF (Uncomp)	TIFF (Group 3 Comp)	TIFF (Group 4 Comp)	Bitmap (Uncomp)	CSV	NTF	TIFF (Packbits)
OS MasterMap® Topography Layer	Yes	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
ADDRESS-POINT®	x	x	x	x	x	x	x	x	x	Yes	Yes	x
OS MasterMap® Address Layer	Yes	x	x	x	x	x	x	x	x	x	x	x
1:10 000 Scale Raster (Col)	x	x	x	x	Yes	Yes	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
1:25 000 Scale Colour Raster	x	x	x	x	Yes	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
Code-Point®	x	x	x	x	x	x	x	x	x	Yes	Yes	x
Code-Point® with polygons	x	Yes	Yes	Yes	x	x	x	x	x	x	x	x
OS VectorMap® Local	Yes	x	x	x	Yes	x	x	x	x	x	x	x
AddressBase®	Yes	x	x	x	x	x	x	x	x	Yes	x	x
AddressBase® Plus	Yes	x	x	x	x	x	x	x	x	Yes	x	x
AddressBase® Premium	Yes	x	x	x	x	x	x	x	x	Yes	x	x
OS MasterMap® Networks - Water Layer	Yes	Yes	x	Yes	x	x	x	x	x	x	x	X
OS MasterMap® Highways Network Layer	Yes	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 to 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 by way of:

- an online ordering mechanism, 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 mechanism. 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 (save, for the avoidance of doubt, for any data licensed otherwise than under the Licence Terms) from Ordnance Survey.

- Core Datasets – the Core online ordering mechanism will enable Members to select any Core Dataset specific supply options (e.g. 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 to the OS OpenData Commercial Agreement.

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

2.2 Service Registration

Members' registered users will have access to the online ordering mechanisms. Each Member will nominate a 'Geographic Liaison Officer' who will receive a login 'credential' (email address/password combination). Geographic Liaison Officers 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 Appendix 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; and
- Order Confirmation and Status Messaging informing users and Geographic Information Officers 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 1 April 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 the 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) 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 Quarterly Report.

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 Scottish Ministers, 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 Scottish Ministers Contract Manager 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 Scottish government policy is tracked and OSMA data is clearly seen to be delivering value to Members, underpinning wider Scottish 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 Scottish Ministers.
- 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 Scottish Ministers, 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 OSMA. 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.

3.3 Data Fulfilment Service

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

To support the OSMA, 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; where requested by a Tier 1 Member, Ordnance Survey will meet with such member at least once a year via one of these methods. 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 OSMA within existing Member organisations. Will consist of support to new Geographic Liaison Officers (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 case studies to illustrate the value of geographic data at the centre of Scottish 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 the parties to identify any desired changes to the Dataset Specifications, service delivery, etc. The Service Levels will evolve by agreement of the parties as (a) the Datasets within the Agreement are varied in accordance with the Agreement, or (b) to reflect changing emphasis.

Activity	Service Level	Aim	Measurement criteria
Supply of Data on request	Ordnance Survey shall ensure that 99% of Datasets specified by Members via the core online ordering mechanisms are dispatched or (where appropriate) made available online to Members within 10 Working Days of receipt of a valid order.	To ensure that Data is delivered within the agreed timescales	Any instances where Ordnance Survey has not dispatched data within this timeframe will result in Ordnance Survey: <ul style="list-style-type: none"> • explaining to the affected Member why the Service Level was not met; • amending business processes, as appropriate, to limit likelihood of the same instance reoccurring; • reporting the failure, resolution and any changes to processes in the next Quarterly Report.
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 system 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> <p>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.</p>	To ensure that Updates are delivered within the agreed timescales	Any instances where Ordnance Survey has not dispatched data within this timeframe will result in Ordnance Survey: <ul style="list-style-type: none"> • explaining to the Member why the Service Level was not met; • amending business processes, as appropriate, to limit likelihood of the same instance reoccurring; • recording the failure, resolution and any changes to processes in the next Quarterly Report.
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 Ordnance Survey is responsive to resolving all Error Reports	Any instances where Ordnance Survey has not resolved Error Reports within the timetable set out will result in Ordnance Survey: <ul style="list-style-type: none"> • explaining to the affected Member why the Service Level was not met; • explaining any individual instances where errors have not been resolved in the next scheduled supply; • amending business processes, as appropriate, to limit likelihood of the same instance reoccurring; • reporting the failure, resolution and any changes to processes in the next Quarterly Report.

Activity	Service Level	Aim	Measurement criteria
Website	<p>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 8.00am to 6.00pm on each Working Day, excluding any Planned Maintenance Period. A Planned Maintenance Period shall mean any period no greater than 1 day's duration of which Scottish Ministers 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.</p>	<p>To ensure that Members have access to a regularly updated website</p>	<p>Any instances where Ordnance Survey has not met the 99.5% availability level in any Year will result in Ordnance Survey:</p> <ul style="list-style-type: none"> • amending business processes, as appropriate, to limit likelihood of the same instance reoccurring; • reporting the failure, resolution and any changes to processes in the next Quarterly Report.
Enquiries – resolution	<p>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).</p>	<p>To ensure Ordnance Survey is responsive to resolving all Enquiries</p>	<p>Any instances where Ordnance Survey has not resolved Enquiries within the timetable set out will result in Ordnance Survey:</p> <ul style="list-style-type: none"> • amending business processes, as appropriate, to limit likelihood of the same instance reoccurring; • reporting the failure, resolution and any changes to processes in the next Quarterly Report.

Appendix 2 Licence Terms

This is Appendix 2 referred to in the foregoing One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey dated on or about 1 April 2013.

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 Appendix 1 (Specification).

Appendix 3 Payment Provisions

This is Appendix 3 referred to in the foregoing One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey dated on or about 1 April 2013.

1 Annual Fee

1.1 The Annual Fee in respect of Year 1 is £5,154,000.00 (five million, one hundred and fifty four thousand pounds).

1.2 For Years subsequent to Year 1, the Annual Fee will be calculated using the following formula:

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

Where:

A_{new} is the Annual Fee for the Year in question;

A is the prior Year's Annual Fee;

E is, in relation to the calculation for the Annual Fee in respect of:

- Years 2 and 3, 0.975 (representing an efficiency factor of 2.5%); and
- Years 4 to 10, 0.98 (representing an efficiency factor of 2% which the parties agree is the minimum efficiency factor which will apply in Years 4 to 10. It is acknowledged that such efficiency factor may be increased by mutual agreement of the parties);

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

1.3 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 Scottish Ministers within 30 days of such invoice.

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

Appendix 4 Additional Public Bodies

This is Appendix 4 referred to in the foregoing One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey dated on or about 1 April 2013.

- 1 Mountain Rescue Scotland
- 2 Forestry Commission (Scotland only)
- 3 Central Scotland Green Network Trust
- 4 James Hutton Institute (for the avoidance of doubt, excluding its commercial operations)
- 5 For the avoidance of doubt, the following organisations:
 - Audit Scotland
 - Bord na Gaidhlig
 - Highlands and Islands Enterprise
 - Local Government Boundary Commission for Scotland
 - Scottish Enterprise
 - Scottish Environment Protection Agency
 - Scottish Natural Heritage
 - Scottish Road Works Commissioner
 - Sport Scotland
 - Boundary Commission for Scotland
 - any Health Board
 - any Special Health Board
- 6 Scottish Water (for the avoidance of doubt, excluding its commercial operations)
- 7 Improvement Service Company, a company limited by guarantee registered in Scotland (company registration number SC287978) whose registered office is at C/O CMS Cameron McKenna LLP, Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN (for the avoidance of doubt, excluding its commercial operations)
- 8 Caledonian Maritime Assets Limited (for the avoidance of doubt, excluding its commercial operations)