

# OSMA 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 (**we, us, our OS**); and
  - (2) [Name] whose principal place of business is at [address] (**Licensee, you, your**).
- together, the **parties**

## Background:

- A OS is Britain's mapping agency. OS licenses a range of mapping products to businesses, local and central government bodies, and consumers subject to Crown copyright (as defined below).
- B OS and Scottish Ministers have entered into the One Scotland Mapping Agreement, intended to provide a framework for allowing use of OS data (and data derived therefrom) by licensed public sector bodies in Scotland. Under that Agreement, Scottish Ministers have made payment on behalf of you and the other Eligible Bodies so that you and the Eligible Bodies may use certain Licensed Data during the Term.
- C You are one of the Eligible Bodies and you wish to use OS Data during the Term. You and OS therefore agree to enter into this Licence in order to license certain OS Data to you.

## Agreed Terms:

### 1 Definitions & interpretations

<b>AddressBase Datasets</b>	means AddressBase®, AddressBase® Plus and AddressBase® Premium.
<b>Addressing Datasets</b>	means OS MasterMap® Address Layer, ADDRESS-POINT® and the AddressBase Datasets, and <b>Addressing Data</b> shall mean any data contained within any such Addressing Datasets.
<b>Ancillary Rights</b>	means the rights set out in Clauses 2.4, 2.6 and 8.4.1 c).
<b>Commencement Date</b>	means the later of: <ol style="list-style-type: none"> <li>a) the date on which we: <ol style="list-style-type: none"> <li>i) first receive a signed hard copy of your validly completed Member Licence Acceptance Form; or</li> <li>ii) confirm receipt of your validly completed on-line Member Licence Acceptance Form (where you complete such form via any on-line acceptance system operated by us), and</li> </ol> </li> <li>b) 1 April 2013.</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.
<b>Contractor</b>	means any contractor engaged by you or tendering to provide goods or services to you in connection with the Licensed Data.

<b>Contractor Licence</b>	means a formal written agreement entered into between you and a Contractor in accordance with Clause 2.6.
<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 FOISA 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 and INSPIRE Relevant Body End Users.
<b>English/Welsh Authority</b>	means a body licensed to use OS Data pursuant to the PSMA or such other agreement as we may specify from time to time.
<b>Environmental Information Regulations</b>	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 Commissioners 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 England, Wales and/or Northern Ireland,</li> <li>b) save where Scottish Ministers and OS otherwise agree, any public or private limited company (including whether limited by shares or guarantee),</li> <li>c) any registered social landlord within the meaning of Part 2 of the <i>Housing (Scotland) Act 2010</i>; and</li> <li>d) any other body as may be agreed by OS and Scottish Ministers from time to time.</li> </ul>
<b>Expiry Date</b>	means the day immediately preceding the tenth anniversary of the effective date of the One Scotland Mapping Agreement, save that where the term of the One Scotland Mapping Agreement is extended pursuant to clause 5.1 thereof, the Expiry Date shall be deemed to be extended to the same extent.
<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>FOISA</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 either Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation.

**Free to Use Data**

means Data created by you:

- a) using a Topographic Dataset as a source to infer the position of the Data you create; or
- 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:
  - i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;
  - ii) does not represent a Feature or Feature Attribution in the source Topographic Dataset;
  - iii) is not a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and
  - iv) can be used independently of the OS Data,and in each case only to the extent that the Data created incorporates IPR owned by us and/or which is licensed by us from the Controller of Her Majesty's Stationery Office. For information purposes only, examples of Free to Use Data are published on our Website.

**Geographic Liaison Officer**

means your principal contact for this Licence, as notified to us from time to time.

**Infrastructure Body**

means:

- a) a body which falls within the definition of 'utility' in Regulation 2 of the *Utilities Contracts Regulations 2012* or Regulation 2 of the *Utilities Contracts (Scotland) Regulations 2012*;
- 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 us and Scottish Ministers from time to time as being an infrastructure body, as published on our Website.

**Independent Advisory Group**

means the group to be established, and which will act, in accordance with terms of reference to be agreed between Scottish Ministers, OS and The National Archives (for the Controller of Her Majesty's Stationery Office, Queen's Printer and Queen's Printer of Scotland), which group will, for the avoidance of doubt, include one representative from and appointed by each of Scottish Ministers, The National Archives and OS, provided that the OS representative shall sit in an advisory capacity only.

**INSPIRE End User**

has the meaning ascribed thereto in Appendix 1.

**INSPIRE Relevant Body End User**

has the meaning ascribed thereto in Appendix 1.

**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.

**Joint Initiative**

means a specific project whereby two or more public authorities (including you and at least one English/Welsh Authority) co-operate to achieve the successful completion of an initiative, which directly results in each authority fulfilling its own statutory obligations.

**Licensed Data**

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 you using or in conjunction with Licensed Data.

<b>Licensed Use</b>	means your 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 you by us from time to time, for the purpose of your 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 us 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 Member Licence Acceptance Form in the form issued by us.
<b>One Scotland Mapping Agreement or OSMA</b>	means an agreement entered into between (1) OS and (2) Scottish Ministers, with a commencement date of 1 April 2013, for the supply by us to Scottish Ministers of certain Licensed Data for the use and benefit of the Members.
<b>OS Agreement Manager</b>	means our principal contact for this Licence, as notified to you from time to time and who, as at the Commencement Date, shall be Dominic Cuthbert, OS, Lochside House, 3 Lochside Way, Edinburgh Park, EDINBURGH EH12 9DT; email <a href="mailto:dominic.cuthbert@os.uk">dominic.cuthbert@os.uk</a> .
<b>OS Data</b>	means Data (including Licensed Data) which we own or which we license from a third party (including the Crown).
<b>OSMA Member Licence</b>	means a licence between an eligible public sector body and OS pursuant to the OSMA.
<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>Open Government Licence</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>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 our corporate governance group (which is a sub-group of our Operating Board) concerned with the development and operation of corporate pricing, licensing and trading arrangements.
<b>PSMA</b>	means the agreement concerning the provision of mapping data to the public sector by OS between The Secretary of State for Business, Innovation and Skills and OS, dated 4 August 2010.
<b>PSMA Member</b>	means a public sector body which is party to a PSMA Member Licence.
<b>PSMA Member Licence</b>	means a licence between an eligible public sector body and OS pursuant to the PSMA.
<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 3 of the <i>Public Contracts Regulations 2006</i> or Regulation 3 of the <i>Public Contracts (Scotland) Regulations 2012</i>, excluding any Infrastructure Body; and/or</li> <li>b) any other entity as may be agreed by us and Scottish Ministers from time to time as being a public body, as published on our Website.</li> </ul>
<b>Public Sector End User</b>	has the meaning ascribed thereto in Appendix 1.
<b>Public Sector (Scotland) End User Licence</b>	has the meaning ascribed thereto in Appendix 1.
<b>Public Sector (Scotland) End User Licence – INSPIRE Relevant Body</b>	has the meaning ascribed thereto in Appendix 1.

<b>Scottish Ministers</b>	means the Crown body responsible for the exercise of statutory and other functions relating to the devolved administration of Scotland, in accordance with <i>the Scotland Act 1998</i> and other legislation.
<b>Specification</b>	means the specification of any Licensed Data as set out in the OSMA.
<b>Standard Form Contractor Licence</b>	means the suggested form of Contractor Licence available on our Website from time to time and applicable to this Licence.
<b>Style Guide</b>	means the then current version of the style guide available on our Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
<b>Term</b>	means the period of time between the Commencement Date and Expiry Date (subject to earlier termination in accordance with the provisions of this Licence).
<b>Topographic Dataset</b>	<p>means any of the following OS Data licensed by you (whether under this Licence or, in the case of Land-Form PROFILE, OS Terrain 5 or OS MasterMap Sites Layer, 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 Sites Layer</p> <p>excluding any IPR in such OS Data which we license 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>Update</b>	means updates, revisions and modifications to Licensed Data that we may provide (or provide access to) from time to time.
<b>Website</b>	means the website <a href="http://www.os.uk">http://www.os.uk</a> or such other website as we determine 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 or public holiday in England or Wales or an 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.
<b>2</b>	<b>Grant of Licence</b>
2.1	<b>Licence</b>
2.1.1	<p>This Licence shall come into force on the Commencement Date. In consideration of the acceptance by you of the terms of this Licence offered by us and for the mutual covenants and obligations in this Licence, we grant you a non-exclusive, non-transferable, revocable licence for Licensed Data for the Term solely for and to the extent permitted by:</p> <p>a) the Licensed Use; and</p>

b) the Ancillary Rights.

2.1.2 You may use the Licensed Data as set out in Clause 2.1.1, but not otherwise.

2.1.3 Apart from you, 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 you any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by your Licensed Use and Ancillary Rights.

## 2.2 Licensed Use

Your Licensed Use shall be the use in accordance with Appendix 1.

## 2.3 Your Data

2.3.1 Where you create 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 on our Website.

## 2.4 Free to Use Data

2.4.1 Subject to Clauses 2.4.2 to 2.4.5, we grant you a non-exclusive, royalty-free, perpetual licence to use and sub-license IPR in Free to Use Data that are owned by us or licensed to us by the Controller of Her Majesty's Stationery Office.

2.4.2 Notwithstanding anything within this Licence to the contrary, your 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 you nor your sub-licensees to (and you 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 Subject to Clause 9.1, we shall have no liability in respect of your or any of your sub-licensees' use of Free to Use Data and you will indemnify us and keep us indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us arising out of any third party dispute or claim in connection with the Free to Use Data (including, without limitation, any product liability claim).

2.4.5 You 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'.*

You shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that you grant, and a requirement that any further sub-licences do the same.

2.4.6 Where you are in doubt as to whether or not something constitutes Free to Use Data, you shall contact us for guidance.

## 2.5 Exemptions Process

2.5.1 You may, in accordance with this Clause 2.5.1, request that certain Data derived by you from Licensed Data (for the purposes of this Clause 2.5, 'Derived Data') be licensed on the Open Government Licence Terms or as if it were Free to Use Data pursuant to Clause 2.4 above. Each request must:

a) be made in writing and delivered to us by email to [osma@os.uk](mailto:osma@os.uk) or in writing to OSMA Enquiries, Customer Services, Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS, in each case marked 'Derived Data Exemption Request';

b) be made in the form of the template to be provided by us from time to time, and shall include, without limitation:

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 us from time to time; and
- iv) a detailed description, to our reasonable satisfaction, of the precise purpose for which the Derived Data has been and is expected to be used, and by whom.

2.5.2 Where your request complies with the conditions set out at Clause 2.5.1 a) and b) above (a **Compliant Request**), we shall determine whether or not to approve the request in accordance with the process set out below.

- a) The OS Licence Manager shall, within 5 Working Days of receipt by us of the Compliant Request in accordance with Clause 2.5.1 a) above, refer it to the Pricing and Licensing Team for consideration.
- b) Within 10 Working Days of its receiving a Compliant Request, the Pricing and Licensing Team shall:
  - i) where there is clear precedent, inform the OS Licence Manager as to whether it has approved (either with or without conditions) or declined the request, in which case the OS Licence Manager shall inform you of the decision within 5 Working Days. In the event that you wish to appeal the decision of the Pricing and Licensing Team, you shall do so, within 15 Working Days of receipt of the decision, in writing (detailing the reasons for your appeal) to the OS Licence Manager, who shall refer the appeal to our Pricing and Trading Group for consideration; or
  - ii) where there is not clear precedent, refer the request to our Pricing and Trading Group for consideration.
- c) Within 20 Working Days of receiving a Compliant Request further to Clause 2.5.2 b) ii) or an appeal pursuant to Clause 2.5.2 b) i), the Pricing and Trading Group shall either:
  - i) inform the OS Licence Manager that it has approved (either with or without conditions) the request, in which case the OS Licence Manager shall inform you of such decision within 5 Working Days, or
  - ii) refer the request to the Independent Advisory Group for consideration.
- d) Within 20 Working Days of receiving a Compliant Request further to Clause 2.5.2 c) ii) above, the Independent Advisory Group shall make a written recommendation as to whether the request should be approved (either with or without conditions) or declined, containing details justifying such recommendation, to our Director General.
- e) Within 20 Working Days of receiving a recommendation pursuant to Clause 2.5.2 d) above, our 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 OS Licence Manager of such decision. The OS Licence Manager shall inform you of the decision within 5 Working Days of receipt of the Director General's decision. You acknowledge and agree that our Director General shall have sole discretion in relation to the decision under this Clause 2.5.2 e), which shall not be subject to the Dispute Resolution Procedure set out in Clause 18.
- f) Where, at the relevant stage in the process set out in Clause 2.5.2 a) to e) above, the Pricing and Licensing Team, Pricing and Trading Group, Independent Advisory Group or Director General reasonably considers that it requires further information in relation to the request (or an appeal pursuant to Clause 2.5.2 b) i)), we shall forthwith request such further information in writing from you (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 us of the further information requested.

**Contractor Use**

- 2.6.1 You may permit your Contractors, for the purposes of providing, or tendering to provide, you with goods or services, to use Licensed Data for your Licensed Use (and/or to use your Login Details for the purpose of accessing the Licensed Data via any on-line ordering system), provided that you ensure, 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 our benefit are reserved;
  - c) any applicable obligations imposed on you 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) we shall have no liability to any Contractor in respect of Licensed Data or this Licence; and
  - f) we have rights as a third party to enforce directly the terms of the agreement between you and the Contractor.
- 2.6.2 Subject to provisions equivalent to Clauses 8.4.1 c), 8.4.2 and 8.4.3, you may permit your Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 8.4.1 c).
- 2.6.3 The Standard Form Contractor Licence fulfils the requirements of Clauses 2.6.1 and 2.6.2. Where you ensure that the Contractor executes a licence in such form before the Contractor has access to any Licensed Data (and you maintain it in force), you will be deemed to have complied with Clause 2.6.1.
- 2.6.4 You may grant your Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from your other Contractors provided that:
- a) both Contractors are licensed by you for the Licensed Data being supplied and/or received;
  - b) the goods or services which each Contractor is providing, or tendering to provide to you shall each form part of a larger project or related series of works required by you;
  - 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 you as part of your Licensed Use;
  - d) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with you;
  - 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 your written confirmation that i) the other Contractor is licensed by you for the Licensed Data being supplied, and ii) the goods or services which each Contractor is providing, or tendering to provide, to you each forms part of a larger project or related series of works required by you.
- 2.6.5 You may provide Licensed Data in paper form only (referred to in this Clause 2.6 as 'Paper Copies') to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that you ensure that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, you with goods or services for your 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 2.6.6, 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 you all such Paper Copies immediately upon i) its completion of the tender or provision of goods or services referred to in Clause 2.6.5 a) or ii) expiry or termination of this Licence, whichever is the sooner, and provides, at your request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
  - e) neither you 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 you of the goods or services it is engaged to provide.
- 2.6.6 You shall be entitled to permit your 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 you (referred to in this Clause 2.6.6 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 you, and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to you for your Licensed Use;
  - b) such third party agrees to comply with terms no less onerous than those set out in Clause 2.6.5 b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 2.6.5 b) to f) to:
    - i) **you** shall mean your 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.
- 2.6.7 You shall be jointly and severally liable with any third party to whom you are entitled to disclose Licensed Data under this Licence, including, without limitation, any Contractor, for the act or omission of that third party and you 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 we may request in respect of any breach.

## 2.7 Rights to use data under a Joint Initiative

- 2.7.1 Where you are engaged in a Joint Initiative, you shall, notwithstanding that you are not licensed for the relevant underlying OS Data under Clause 2.1 above, be entitled to use for your Business Use (as defined in Appendix 1) OS Data (or, for the avoidance of doubt, data derived from such OS Data) in each case which is supplied to you by any English/Welsh Authority under the terms of its licence with OS (**Joint Initiative Data**), solely to the extent necessary to fulfil any cross border element of the Joint Initiative (**Joint Initiative Rights**).
- 2.7.2 The Joint Initiative Rights shall be subject to the following conditions:
- a) upon completion of the Joint Initiative or, if earlier, the termination or expiry of this Licence, you shall promptly destroy all Joint Initiative Data or return it to the relevant English/Welsh Authority;
  - b) you may not hold the Joint Initiative Data for longer than twelve (12) months consecutively, without our written consent; and
  - c) you shall keep a written record of all Joint Initiatives pursuant to which you receive any Joint Initiative Data, including a record of the Joint Initiative Data received.

- 2.7.3 Where we consider, in our discretion, that you are receiving Joint Initiative Data under a significant number of Joint Initiatives, we reserve the right to terminate your right to use Joint Initiative Data under this Clause 2.7, and to require that you enter into alternative licensing arrangements in respect of such data, which may include bilateral licensing on our standard pricing and terms.

### **3 Addressing Datasets, Withdrawn Datasets, OS MasterMap® Networks – Water Layer and 1:10 000 Scale Raster**

- 3.1 The Addressing Datasets, Withdrawn Datasets, OS MasterMap® Networks – Water Layer and (from 31 March 2014), 1:10 000 Scale Raster, are subject to the additional specific terms in Appendix 3 and Part B of Appendix 2, as applicable.
- 3.2 You shall, and shall ensure that your Contractors and End Users shall, comply with all restrictions in relation to the Addressing Datasets contained in Appendix 3.

### **4 Your obligations**

- 4.1 You 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 your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend from time to time, to ensure that all Licensed Data and Login Details which we provide to you and/or which you hold or are responsible for are secure from unauthorised use or access; and
  - 4.1.3 notify us as soon as you suspect any infringement of our IPR or any unauthorised use of your Login Details and give us all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.
- 4.2 We reserve the right to charge you, and you shall pay within 30 days of receipt of invoice, a reasonable amount (to be determined in our 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 3.3 (a) of Part 3 of Appendix 1 to the OSMA; and/or
  - 4.2.2 where the data is supplied further to your request for a duplicate supply of data (which includes supply of data already supplied to you, whether in the same or a different format) on a physical medium.
- 4.3 **Access to Licensed Data**
- 4.3.1 You 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 Your registered users will have access to an on-line ordering system. You 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 your own organisation, you will be entitled to nominate one email address from outside of your 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 2.6 of this Licence.
  - 4.3.3 We shall be entitled to assume that where the on-line ordering system is accessed using your Login Details, such access is authorised by you.
  - 4.3.4 You may request delivery of Licensed Data via the options made available to you at the point of order, subject to the following restrictions:
    - a) only a limited number of OS MasterMap Datasets, together with the AddressBase Datasets, are available for delivery by File Transfer Protocol (**FTP**) and only where the size of the Licensed Data ordered is less than 400MB (or such other size as may be specified by us from time to time); and

- b) Licensed Data may be delivered on hard disk where the size of the order is greater than 50GB.
- 4.3.5 We cannot be held responsible for any postal service delays in delivering any physical media.
- 4.3.6 If you are, immediately prior to the Commencement Date, directly licensed by us under another agreement, you shall be obliged to retain your existing Dataset holdings licensed under such agreement, provided that such Datasets are also licensed under this Licence. For the avoidance of doubt, as of the Commencement Date, such holdings will be licensed under the terms of this Licence.

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

- 5.1 You must ensure that
  - 5.1.1 acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide and, in addition;
  - 5.1.2 the following acknowledgement is included in a conspicuous position wherever data from Code-Point and/or Code-Point with Polygons is displayed or reproduced:  
*Contains National Statistics data © Crown copyright and database right 20nn; and*
  - 5.1.3 the following acknowledgement is included in a conspicuous position wherever data from any AddressBase Dataset is displayed or reproduced:  
*This product contains data created and maintained by Scottish Local Government.*
- 5.2 You may not use any Trade Marks except where you wish to acknowledge us or particular Licensed Data when exercising Public Sector Use rights under Appendix 1.
- 5.3 You have no right to sub-license the right to use Trade Marks.
- 5.4 If you are entitled to use a Trade Mark, you shall apply it in accordance with the Style Guide.
- 5.5 You 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 You 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 We shall be entitled at any time to amend this Licence where such amendments have been agreed between us and Scottish Ministers or where we have given Scottish Ministers notice of any such amendments in accordance with the OSMA. All such amendments shall become incorporated into this Licence on the date which we shall specify in a written notice to you.
- 6.3 Any such amendments which may be made to the form of the Contractor Licence or the Public Sector (Scotland) End User Licence or Public Sector (Scotland) End User Licence – INSPIRE Relevant Body shall be incorporated by you without delay into any Contractor Licence or Public Sector (Scotland) End User Licence or Public Sector (Scotland) End User Licence – INSPIRE Relevant Body executed by your Contractors and End Users and shall be enforced by you.

## **7 Auditing**

- 7.1 You shall provide evidence of compliance with your obligations under this Licence, if we so request.
- 7.2 Subject to any express contrary provision in Appendix 1, you will maintain accurate and complete records of your Licensed Use and, in particular, those instances where Licensed Data is provided to a third party as permitted by your 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). We and/or our representatives have the right on reasonable notice during business hours to enter your premises to inspect and audit your systems, operations and all supporting documentation to ensure your compliance with this Licence and to take copies of any necessary records. You shall, at your expense, make appropriate employees and facilities available to provide us with all reasonable assistance to enable such inspection, auditing and copying to take place.

7.3 You will comply with reasonable measures stipulated by us as a result of any audit.

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

### **8.1 Suspension**

8.1.1 In the event you are in breach of this Licence, we may on notice to you with immediate effect suspend:

- a) your Login Details and access to any on-line or other ordering service which may be made available by us 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) your access to any other services provided by us under or in relation to this Licence or the OSMA,

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

### **8.2 General termination rights**

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

- 8.2.1 you are in material breach of any term of this Licence (which, for the avoidance of doubt, shall include your failure to comply with paragraph 12.3 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 you are in persistent breach of this Licence;
- 8.2.3 you cease to carry on business or to be an Eligible Body;
- 8.2.4 you disclose Confidential Information of ours or use or authorise use of our IPR (or IPR licensed by us) outside the scope permitted by this Licence;
- 8.2.5 we lose the right to administer Crown copyright and/or Crown database right in respect of Licensed Data; or
- 8.2.6 your cap on liability referred to in Clause 9.8 is exceeded.

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

This Licence shall expire automatically without notice in the event that the OSMA 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) you shall within 30 days of such termination or expiry destroy (or at our option return) all Licensed Data under this Licence, in any media, which you hold or for which you are responsible (including any Licensed Data embedded in any other material) and provide, at our request, a sworn statement by a duly authorised person that you no longer hold any Licensed Data (or Login Details) other than in accordance with Clause 8.4.1 c);
- c) except in the event of termination by us under any of Clauses 8.2.1 to 8.2.6 and subject to Clauses 8.4.2 and 8.4.3, you 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, in each case regarding your use of such Licensed Data during the term of this Licence;
- d) you shall cease to be entitled to use any Login Details in order to access the on-line ordering service; and
- e) you shall terminate any Contractor Licence or Public Sector (Scotland) End User Licence or Public Sector (Scotland) End User Licence – INSPIRE Relevant Body with immediate effect.

- 8.4.2 Your 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) you 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) you must store such Licensed Data separately from any other OS Data which you hold; and
  - d) subject to Clause 9.6, we shall have no liability in respect of your use of such Licensed Data following termination or expiry of this Licence.
- 8.4.3 We may terminate your right under Clause 8.4.1 c) at any time in the event that:
- a) you use or disclose the relevant Licensed Data other than strictly in accordance with Clause 8.4.1 c);
  - b) you breach 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 you 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, 2.6.7, 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 We shall ensure that Licensed Data substantially conforms to the relevant Specification. If it does not so conform and you notify us within 30 days of receipt, then we will rectify the non-conformance so that the rectified Licensed Data substantially conforms to the relevant Specification so long as that non-conformance has not been caused by:
- a) any modification or addition not performed or authorised by us; or b) any of your computer software or equipment. We may not complete this until the next Update following such notification. Rectification under this clause shall be your and our sole and exclusive remedy and liability respectively for Licensed Data which does not conform to the relevant Specification. If we are unable to rectify the relevant non-conformance, you or we may terminate this Licence by notice in writing with immediate effect.
- 9.2 We warrant that we are able to grant the licences included in this Licence.
- 9.3 Licensed Data has not been created for your or any particular customer's requirements. It is your responsibility to ensure that Licensed Data is fit for your intended use or purpose. You acknowledge that if you do not take Updates then, over time, the operation, functionality and accuracy of Licensed Data are likely to degrade and fail to meet the current relevant Specification. Subject to Clause 9.6, we shall not be liable to you for any loss you suffer to the extent it would have been avoided had you not failed or delayed in using or adopting any Updates made available to you.
- 9.4 We exclude, to the fullest extent permissible by law all implied or express warranties, except those stated in this Clause 9.
- 9.5 We accept no responsibility or liability whether in contract, delict (including negligence) or otherwise for any loss or damage of whatsoever nature arising from any use of our Website or from any interruption or failure of any electronic transmission of Licensed Data.
- 9.6 Nothing in this Licence shall have the effect of excluding or limiting the liability of either party for:
- 9.6.1 breach of duty (or that of your or our employees or agents in the course of their engagement in connection with this Licence) to the extent it is in respect of death or personal injury; or
  - 9.6.2 fraud.
- 9.7 Neither party 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, provided that neither this Clause 9.7 nor any other provision of this Licence shall:

- a) prevent us from recovering from you i) all amounts lawfully due in respect of all infringements and breaches of IPR by you, and/or ii) all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach by you of competition law to the extent such loss results from your breach of paragraph 12 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 we are entitled to recover under Clause 2.4.4.

9.8 Subject to Clauses 9.6 and 9.7, 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, delict (including negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £280,000.00.

9.9 You are responsible for all use of Licensed Data obtained using your Login Details.

## **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 FOISA 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) or paragraph 53 (Consultation with the UK Government and non-devolved public bodies) of the codes of practice issued under section 45 of the *Freedom of Information Act 2000* or section 60 of the *Freedom of Information (Scotland) Act 2002*, respectively (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 We are 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 our activities or functions to any other entity, to the entity to which such activities or functions have been transferred. You agree to the assumption of our obligations under this Licence by that entity and, if required, shall enter into an agreement to this effect.

## **13 Entire agreement**

- 13.1 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 us: to the OS Licence Manager;
  - 15.1.2 for you: to the Geographic Liaison Officer, at the address, email and fax details which you have submitted to us (or in the absence of such details to you at the address of your 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 Third Party Rights**

- 16.1 A person who is not a party to this Licence has no right 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 Scots law. Subject to Clause 18, both parties submit to the exclusive jurisdiction of the Scottish courts in respect of any proceedings issued by either party in connection with this Licence.

## **18 Dispute Resolution Procedure**

- 18.1 We both undertake to use all reasonable endeavours to avoid disputes in relation to this Licence and to act constructively and rapidly in order to seek resolution of any dispute which may arise, without, where practicable, disruption to the business of either of us.
- 18.2 Subject to Clauses 18.3 to 18.6 below, the means and the order of seeking resolution of disputes in relation to the Licence shall be:
- 18.2.1 by discussion between the Geographic Liaison Officer and the OS Licence Manager, which failing;

- 18.2.2 by reference to the Management Group, which will use its best endeavours to resolve the dispute on behalf of the Member by discussions with OS, which failing;
- 18.2.3 by discussion between an appropriate director of ours and a director or equivalent of yours, neither of whom will have had any previous direct involvement with the matter under dispute, which failing;
- 18.2.4 by discussion between a director or equivalent of yours, a senior representative of Scottish Ministers and our Director General.

For the avoidance of doubt, a dispute shall only be deemed to have been resolved pursuant to Clause 18.2.2 or 18.2.4 above where you and we agree that it has been resolved.

- 18.3 In the event that the importance and urgency of the dispute is such that either you or we consider that any of the steps mentioned in Clause 18.2 should be omitted in favour of one or more of the subsequent steps in that Clause the dispute may immediately be referred to that level.
- 18.4 In the event that this dispute is not resolved within a reasonable period after having followed the process set out in Clause 18.2 hereof or, in exceptional cases, where the nature and urgency of the dispute is such that in the reasonable opinion of either you or us following the process set out in Clause 18.2 would be unreasonable, either party may refer the dispute to the Scottish courts.
- 18.5 We reserve the right to refer disputes involving Confidential Information, Intellectual Property Rights and debt to the Scottish courts immediately.
- 18.6 Nothing in this Clause 18 shall relieve you or us from any obligation arising under or in connection with this Licence or affect the resolution of any dispute, difference or question between you and us 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 12.2 of Appendix 1, and ii) decisions under the Exemptions process (set out in Clause 2.5) which are to be made by our Director General under Clause 2.5.2 e). For the avoidance of doubt, this Clause 18.6 shall not restrict either party's ability to commence court proceedings in respect of any Matter (save for any Reserved Matters specified above).



**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.

IN WITNESS WHEREOF these presents consisting of this and the preceding 16 pages together with the 3 Appendices annexed hereto are subscribed for the parties as follows:

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

**Witness** ..... **Authorised Signatory** .....

**Witness Name** ..... **Full Name of  
Authorised Signatory** .....

**Witness Address** ..... **Date of Signing** .....

.....

..... **Place of Signing** .....

For and on behalf of **[insert name of the Licensee]**

**Witness** ..... **Authorised Signatory** .....

**Witness Name** ..... **Full Name of  
Authorised Signatory** .....

**Witness Address** ..... **Date of Signing** .....

.....

..... **Place of Signing** .....

# Appendix 1 Licensed Use – Public Body

## 1 Licensed Use

- 1.1 Your 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 you use 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 our products and/or services (such products and/or services to be notified by us to you 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 you) involved in responding immediately to an Emergency Situation.
  - 2.1.8 **Emergency Situations** means unforeseen acts or events (beyond your reasonable control) requiring you 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 your 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 a Public Sector End User Licence - INSPIRE with you for the INSPIRE End User Purpose.
  - 2.1.13 **INSPIRE End User Purpose** means the INSPIRE End User using the data for personal, non-commercial use.
  - 2.1.14 **INSPIRE Regulations** means the *INSPIRE (Scotland) Regulations 2009/440*.

- 2.1.15 **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.
- 2.1.16 **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 (Scotland) 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 Licensed Data to third parties, save where expressly permitted in writing by us.
- 2.1.17 **Public Sector End User** means a person entering into a Public sector End User Licence with you.
- 2.1.18 **Public Sector (Scotland) End User Licence** means the licence of the same name (the term of which shall not exceed the Term) available on our OSMA webpages and applicable to this Licence.
- 2.1.19 **Public Sector (Scotland) End User Licence – INSPIRE** means the licence of the same name (the term of which shall not exceed the Term) available on our OSMA webpages and applicable to this Licence.
- 2.1.20 **Public Sector (Scotland) 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 us.
- 2.1.21 **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).
- 2.1.22 **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.
- 2.1.23 **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.
- 2.1.24 **Statutory Charge** means charges which you are 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 you are subject.
- 2.1.25 **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.
- 2.1.26 **WFS** means a service provided by you 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.
- 2.1.27 **WMS** means a service provided by you 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 12 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by us or licensed to us by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.
- 2.3 Where paragraphs 7, 9 and 10 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 us or licensed to us by the Controller of Her Majesty's Stationery Office.

### **3 Business Use**

- 3.1 Business Use is the use of Licensed Data solely for the internal administration and operation of your business.

3.2 Business Use does not entitle you 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 your Core Business.

4.2 Public Sector Use does not entitle you 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 End User Licensing provisions in paragraph 6;
- 4.2.3 in accordance with the INSPIRE End User Licensing provisions in paragraph 7;
- 4.2.4 in accordance with the Emergency Situations Licensing provisions in paragraph 8;
- 4.2.5 in accordance with the Pre-approved Supply to Licensed Third Party provisions in paragraph 9;
- 4.2.6 in accordance with the INSPIRE Relevant Body End User Licensing provisions in paragraph 10; and
- 4.2.7 where you make 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 your Core Business and you comply with the obligations in paragraph 11.

#### **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 and 2.5 of Part B of Appendix 2, both you 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 PSMA Member (and, in relation to the latter, is licensed under its PSMA Member Licence for the same area of coverage of the same Licensed Data being supplied), you shall obtain written confirmation from the third party to whom you supply 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 you receive 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 you to a third party is to support delivery of or to deliver your Core Business;
- 5.2.6 save where both you and the Sharing Party are licensed for the relevant Licensed Data under this Licence and an OSMA or PSMA Member Licence, you shall maintain a written record of:
  - a) the names and addresses of Sharing Parties from whom you receive or to whom you supply Licensed Data;
  - b) the Licensed Data which was received by you from and/or supplied by you to the Sharing Parties; and
  - c) when the Licensed Data was received by you from and/or supplied by you to the Sharing Parties,

and you shall retain the written record until you cease to use the Licensed Data and no longer retain an archive of it in accordance with Clause 8.4.1(c) . Upon our written request you shall provide a copy of that written record to us; and

- 5.2.7 subject to Clause 9.6, we shall have no liability to you or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

## **6 End User Licensing**

- 6.1 You may supply copies of Licensed Data to Public Sector End Users solely to enable Public Sector End Users to use the data to respond to, or interact with you to deliver or support the delivery of your Core Business.
- 6.2 Subject to paragraph 6.7, where you supply copies of Licensed Data under paragraph 6.1, you shall do so on the terms of the Public Sector (Scotland) End User Licence.
- 6.3 The Public Sector (Scotland) End User Licence shall be click accepted by a Public Sector End User prior to accessing the Licensed Data.
- 6.4 In making Licensed Data available under this paragraph 6, you shall comply with the watermarking obligation in paragraph 11.1.2 b) and shall ensure the Licensed Data includes your licence number pre-fixed or suffixed with the letters 'EUL'.
- 6.5 In the event of any infringement or breach of our IPR (or IPR licensed by us) by any party which we reasonably believe may have accessed such IPR from your End User Licensing, you will, on request from us, use your best endeavours to assist us 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 (Scotland) End User Licence has been click accepted or deemed accepted, and terminating any relevant Public Sector (Scotland) End User Licence where requested by us.
- 6.6 You agree:
- 6.6.1 only to make available Licensed Data under this paragraph 6 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 4.2.7 or through alternative data (such as OS OpenData). For the avoidance of doubt, where you wish to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;
- 6.6.2 that any Licensed Data made available under this paragraph 6 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;
- 6.6.3 to monitor your End User Licensing activities and to report the same to us, in accordance with any guidelines issued by us from time to time; and
- 6.6.4 to use reasonable endeavours to terminate all Public Sector (Scotland) End User Licences with effect from the date of expiry or termination of this Licence.
- 6.7 Where you are supplying hard copies of Licensed Data to Public Sector End Users solely for the purpose set out in paragraph 6.1, paragraphs 6.2 and 6.3 shall not apply and, instead, you 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.'

## **7 INSPIRE End User Licensing**

- 7.1 Where you are required to make available Licensed Data in order to comply with your obligations under the INSPIRE Regulations, you may supply copies of Licensed Data to INSPIRE End Users for the INSPIRE End User Purpose.
- 7.2 Where you supply copies of Licensed Data under paragraph 7.1, you shall do so on the terms of the Public Sector (Scotland) End User Licence - INSPIRE.

- 7.3 Save where the Licensed Data is made available by way of a WMS or WFS, the Public Sector (Scotland) End User Licence - INSPIRE 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 you shall ensure that the Public Sector (Scotland) End User Licence – INSPIRE terms are clearly drawn to the INSPIRE End User’s attention prior to their being given access to the Licensed Data, by means of a link to the Public Sector (Scotland) End User Licence - INSPIRE 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 Public Sector (Scotland) End User Licence - INSPIRE. In addition, you will ensure that a link to the Public Sector (Scotland) End User Licence – INSPIRE is contained in the metadata and that the metadata is made available with the Licensed Data.
- 7.4 Save where the Licensed Data is made available (i) by way of a WMS or WFS, and/or (ii) in vector format, you will:
- 7.4.1 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
  - 7.4.2 ensure that the Licensed Data includes (i) the acknowledgement(s) required by paragraph 11.1.1, and (ii) your licence number pre-fixed or suffixed with the letters ‘EUL’.
- 7.5 Where the Licensed Data is made available in vector format, other than via WFS, you shall ensure that copy protection measures are used.
- 7.6 As stated in paragraph 2.3 above, in this paragraph 7, references to Licensed Data are limited to Data created by you using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 7 as ‘background’ or otherwise.
- 7.7 Where, under this paragraph 7, you make the Licensed Data available within a WMS and/or WFS:
- 7.7.1 the url containing the Public Sector (Scotland) End User Licence – INSPIRE must be included within the WMS and/or WFS metadata, and must also be returned by GetCapabilities; and
  - 7.7.2 where practicable, you shall ensure that the Public Sector (Scotland) End User Licence – INSPIRE 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 Public Sector (Scotland) End User Licence – INSPIRE 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 Public Sector (Scotland) End User Licence – INSPIRE.
- 7.8 Your 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 7, not require you to capture and collect the names and contact details of INSPIRE End Users.
- 7.9 Paragraphs 6.5 to 6.6 above shall apply to any supply under this paragraph 7, with any necessary changes.
- 8 Emergency Situations Licensing**
- 8.1 In Emergency Situations, you 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.
- 8.2 Where you have provided Licensed Data to Emergency Services for Emergency Use, you shall within 60 days of such provision, provide us with:
- 8.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
  - 8.2.2 the format in which it was provided;
  - 8.2.3 the full correct name, address and contact details of the recipient Emergency Service;
  - 8.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
  - 8.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 8.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by you for Emergency Use, you agree to use your reasonable endeavours to assist us in procuring that the Emergency Service concerned either destroys the data or returns it to us and/or you.

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

- 9.1 You may supply Licensed Data to a third party in accordance with paragraph 9.2, provided that the following conditions are fulfilled:
- 9.1.1 the third party must be licensed by us under a Contract (as defined in the Framework Contract (Partners) (the **FCP**)) entered into pursuant to the FCP for the same area of coverage of the same Licensed Data being supplied;
  - 9.1.2 you 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;
  - 9.1.3 the supply must be to support delivery of or to deliver your Core Business (and the parties agree that supply of Licensed Data pursuant to this paragraph 9 shall be deemed not to be a Competing Activity or Commercial Activity); and
  - 9.1.4 the supply shall be subject to a licence (whether express or implied) of any of your 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).
- 9.2 Subject to paragraph 9.1 above, you may, as an alternative to entering into an FCP with us and sub-licensing the relevant data to the third party in accordance with the FCP, request in writing that we license the Licensed Data direct to the third party. Within 30 Working Days of receipt of such request, we shall use reasonable endeavours to provide a side agreement to you, between us, you and the third party. You shall arrange signature of the side agreement by you and the third party, and shall return the side agreement to us. Following confirmation by us of receipt of such signed side agreement, you shall be entitled to supply the relevant Licensed Data to the third party.

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

- 10.1 INSPIRE Relevant Body End User Licensing is the supply by you, in accordance with your obligations under the INSPIRE Regulations, 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 (Scotland) End User Licence – INSPIRE Relevant Body for the INSPIRE Relevant Body End User Purpose.
- 10.2 In making Licensed Data available under this paragraph 10, you shall comply with the watermarking obligation in paragraph 11.1.2 b).
- 10.3 As stated in paragraph 2.3 above, in this paragraph 10, references to Licensed Data are limited to Data created by you 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 (Scotland) End User Licence – INSPIRE Relevant Body as ‘background’ or otherwise.
- 10.4 You will ensure that all Public Sector (Scotland) End User Licences – INSPIRE Relevant Body are terminated with effect from the date of expiry or termination of this Licence.

## **11 Your Obligations**

- 11.1 In addition to your other obligations set out in the Licence, you shall ensure that:
- 11.1.1 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 you or any End User produce;
  - 11.1.2 where you make Licensed Data publicly available in accordance with paragraph 4.2.7 above:
    - a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, you 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 your name] 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 you make 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, 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 you make 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, you 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 11.1.2 c) above shall not apply.

## **12 Competing Activities and Commercial Activities**

- 12.1 Nothing in this Appendix permits you or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 12.2 Where we reasonably consider that your proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, we may take such steps as we reasonably consider are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 12.3 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 our Director General as to the existence of a Competing Activity shall be final and conclusive.
- 12.3 Where your use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, you shall either:
- 12.3.2 enter into a separate appropriate licence; or
  - 12.3.3 amend your planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 12.4 You shall indemnify us against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach or alleged breach by us of competition law to the extent such loss results from your breach of paragraph 12. Nothing in this Licence shall limit or exclude your liability to us under this indemnity.

## **13 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<sup>1</sup>

Each of the Datasets listed below will comply with the Specification for such Dataset.

OS MasterMap® Topography Layer

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

ADDRESS-POINT®<sup>2+3</sup>

OS MasterMap® Address Layer<sup>2+3</sup>

AddressBase®<sup>2</sup>

AddressBase® Plus<sup>2</sup>

AddressBase® Premium<sup>2</sup>

1:10 000 Scale Raster<sup>4</sup>

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 Layer

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 your existing holdings of Land-Line and/or Land-Line.Plus (provided that this definition shall exclude any such data which covers any area outside Scotland).
- 1.2 No Land-Line Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by us.
- 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 us and, for the avoidance of doubt, we give no warranty in respect of such data. Subject to Clause 9.6, we shall have no liability for any loss or damages suffered by you as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of our not supplying or updating Land-Line Data. This paragraph shall survive the termination or expiry of this Licence.
- 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 you 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 you, the Sharing Party is, and
  - 1.5.2 receipt by you, you are,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.

<sup>1</sup> In relation to the Licensed Data listed below, save where otherwise specified, you 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 you to order and access data for a wider coverage than that for which you are licensed under the Member Licence, if you do so you will be liable to pay fees for such access on a commercial basis, and you will be required to enter into a commercial licence to enable you to use such data.

<sup>2</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>3</sup> ADDRESS-POINT and OS MasterMap Address Layer 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>4</sup> 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. Following such date, the licensing will be subject to the specific terms set out in Part B below.

## **2 OSCAR Data**

- 2.1 OSCAR Data means OS Data known as OSCAR Traffic-Manager® and OSCAR Asset-Manager® limited to your existing holdings of OSCAR Traffic-Manager and/or OSCAR Asset-Manager (provided that this definition shall exclude any such data which covers any area outside Scotland).
- 2.2 No OSCAR Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by us.
- 2.3 There is no Specification for OSCAR Data.
- 2.4 OSCAR Data is a withdrawn product which is no longer maintained by us and, for the avoidance of doubt, we give no warranty in respect of such data. Subject to Clause 9.6, we shall have no liability for any loss or damages suffered by you as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of our 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 you 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 you, the Sharing Party is, and
- 2.5.2 receipt by you, you are,
- 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 OS MasterMap Networks – Water Layer**

- 3.1 OS MasterMap Networks – Water Layer is being included within this Licence at the specific request of a number of Members, and is supplied to enable Members to provide feedback about the data (primarily water course link connectivity and attribution), and so that Members can evaluate OS MasterMap Networks – Water Layer in a live business environment.
- 3.2 Ordering and supply of OS MasterMap Networks – Water Layer will be on a basis notified by OS, including as to formats and coverage extents, from time to time.
- 3.3 The Licensed Use of OS MasterMap Networks – Water Layer will be evaluating, testing and demonstrating the capabilities of OS MasterMap Networks – Water Layer internally within your business, and includes using OS MasterMap Networks – Water Layer as a business tool for the ordinary day today activities involved in the administration and running of your organisation. In addition, you will be entitled to the Public Sector Data Sharing rights set out in paragraph 5 of Appendix 1, with any required changes. The only other provisions of Appendix 1 that apply to OS MasterMap Networks – Water Layer are paragraphs 11.1.1 and 12 (Competing Activities and Commercial Activities). For the avoidance of doubt, you will not be entitled to make OS MasterMap Networks – Water Layer available under either the public viewing rights (paragraph 4.2.7 of Appendix 1) or the End User Licensing provisions (paragraph 6 of Appendix 1).
- 3.4 None of Clauses 2.4 (Free to Use Data), 2.5 (Exemptions Process) nor 2.7 (Rights to use data under a Joint Initiative) shall apply to the OS MasterMap Networks – Water Layer.
- 3.5 The OS MasterMap Networks – Water Layer is provided ‘as is’ and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for purpose. All conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of OS MasterMap Networks – Water Layer are hereby excluded to the fullest extent permitted by law.
- 3.6 Subject to Clause 9.6, under no circumstances will we be liable for indirect, special or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use, or lack of performance, of OS MasterMap Networks – Water Layer. The above-mentioned includes, but is not limited to, loss or damage related to lost earnings, profits, business, goodwill, data or software.

## **4 1:10 000 Scale Raster**

- 4.1 With effect from 1 April 2014, 1:10 000 Scale Raster Data means OS Data known as 1:10 000 Scale Raster limited to your holdings of 1:10 000 Scale Raster as at 31 March 2014.
- 4.2 No 1:10 000 Scale Raster Data (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by us on and following 1 January 2014 under this Licence.

- 4.3 Save where otherwise agreed in writing, no 1:10 000 Scale Raster Data shall be supplied or delivered by us to you where you were not licensed for use of 1:10 000 Scale Raster Data immediately prior to the Commencement Date.
- 4.4 Without prejudice to paragraph 4.3 above, you will not be entitled to order new coverage of 1:10 000 Scale Raster Data on or following 1 July 2013.
- 4.5 As of 1 April 2014, there will be deemed, for the purposes of this Licence, to be no Specification for 1:10 000 Scale Raster Data.
- 4.6 Subject to Clause 9.6, we shall have no liability for any loss or damages suffered by you as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of our not supplying or updating 1:10 000 Scale Raster Data, on or following 1 April 2014 and 1 January 2014 respectively. This paragraph shall survive the termination or expiry of this Licence.
- 4.7 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 you shall be entitled to supply and receive 1:10 000 Scale Raster Data to and from the Sharing Party where, in the case of
- 4.7.1 supply by you, the Sharing Party, and
- 4.7.2 receipt by you, you,
- is/are 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.

## **5 ADDRESS-POINT and OS MasterMap Address Layer**

- 5.1 With effect from 1 November 2014, ADDRESS-POINT and OS MasterMap Address Layer mean, respectively, OS Data known as ADDRESS-POINT and OS MasterMap Address Layer limited to your holdings of ADDRESS-POINT and OS MasterMap Address Layer as at 31 October 2014.
- 5.2 No ADDRESS-POINT or OS MasterMap Address Layer (including, for the avoidance of doubt, Updates thereto) will be supplied or delivered by us on and following 31 October 2014 under this Licence.
- 5.3 Save where otherwise agreed in writing, no ADDRESS-POINT or OS MasterMap Address Layer Data shall be supplied or delivered by us to you where you were not licensed for use of ADDRESS-POINT or OS MasterMap Address Layer, respectively, as of 31 March 2014.
- 5.4 Without prejudice to paragraph 5.3 above, you will not be entitled to order new coverage of ADDRESS-POINT or OS MasterMap Address Layer on or following 1 April 2014.
- 5.5 As of 1 November 2014, there will be deemed, for the purposes of this Licence, to be no Specification for ADDRESS-POINT or OS MasterMap Address Layer.
- 5.6 Subject to Clause 9.6, we shall have no liability for any loss or damages suffered by you as a result of any use, loss, deletion or destruction of ADDRESS-POINT Data or OS MasterMap Address Layer Data or as a result of our not supplying or updating ADDRESS-POINT and OS MasterMap Address Layer, on or following 31 October 2014. This paragraph shall survive the termination or expiry of this Licence.
- 5.7 In relation to Public Data Sharing of ADDRESS-POINT Data and OS MasterMap Address Layer 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 you shall be entitled to supply and receive ADDRESS-POINT Data and OS MasterMap Address Layer Data, respectively, to and from the Sharing Party where, in the case of:
- 5.7.1 supply by you, the Sharing Party, and
- 5.7.2 receipt by you, you,
- is/are licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of any of the AddressBase Datasets (rather than of ADDRESS-POINT or OS MasterMap Address Layer Data) as the ADDRESS-POINT or OS MasterMap Address 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 <b>Cleansed</b> and <b>Cleansed Data</b> 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

#### General

- 1 The Addressing Datasets include Royal Mail's PAF Data. The terms which govern your use of PAF Data contained in the Addressing Datasets are those set out in your PSL, save to the extent varied by this Licence. In the event of any conflict between your PSL and this Licence, this Licence will take precedence.
- 2 If your PSL terminates or expires, your licence to use the Addressing Datasets under this Licence will terminate immediately.

#### Licensed Use and Ancillary Rights

- 3 Your 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 and the Pre-approved Supply to Licensed Third Party provisions, you 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, you 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 you have obtained written confirmation from the Sharing Party that it has entered into a PSL. Your 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 4.2.7 of Appendix 1):
    - a) you are 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, you 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 You 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 your 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, you 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.