Public Sector (Scotland) Innovation Licence

This Licence will take effect on You accessing (e.g. by viewing or download) the Development Data.

**Background:**

The Development Data has been created using OS data. This Licence is entered into pursuant to Our licence with OS, to set out the terms upon which You, the Developer, are licensed to use the Development Data.

Parties

This Licence is made between [insert name] (**We/Us/Our**) and the person or organisation who accesses the Development Data (**You/Your**).

By accessing (e.g. by viewing or downloading) the Development Data, You agree to be bound by these terms and conditions, which form the agreement between You and Us (**Licence**).

In this Licence:

**Development Data** means the data provided by Us to You under the terms of this Licence; and

**OS** means 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.

The relationship between You and Us

This Licence shall commence on the date You access the Development Data and shall continue for a period of 3 months (the **Term**).

Obligations on You and Us

We grant You a non-exclusive, non-transferable, revocable licence to use, copy, adapt and merge the Development Data during the Term solely for the purposes of (a) developing, evaluating and testing it as part of Your own products and/or services, and demonstrating those products and/or services to third parties, and/or (b) using the Development Data (for the purpose of evaluating it) as a business tool for the ordinary internal day to day activities involved in the administration and running of Your business or organisation. In the event that you wish to use the Development Data for any purpose beyond that permitted by this Licence, you should contact [OS Customer Services](https://www.ordnancesurvey.co.uk/contact/) via the form at the following link: <https://www.ordnancesurvey.co.uk/contact/>.

In this Licence **demonstrating** and **demonstration** mean displaying Your products and/or services to potential customers, investors or agents on Your own equipment. Neither term includes loading any of the Development Data onto any potential customer’s, investor’s or agent’s system or equipment or providing them with copies of the Development Data or any part of it.

Provided You have first entered into a written sub-contractor’s licence (which includes terms and conditions that are substantially similar to, no less onerous than and not inconsistent with the terms and conditions of this Licence), You shall be permitted to pass the Development Data to Your sub-contractor for the purposes as set out in Clauses 3.1 and 3.2.

Your obligations

Save as permitted under Clause 3, You have no other rights to use the Development Data.

You will provide technological and security measures to ensure that all Development Data which You or sub-contractors acting on Your behalf hold or are responsible for is physically and electronically secure from unauthorised use or access.

You will ensure that You (and any sub-contractor acting on Your behalf) observe the restrictions on the use of the Development Data set out in this Licence.

You shall not infringe or breach the intellectual property rights in the Development Data and you shall also notify Us as soon as You become aware of, or suspect, any infringement or other breach by You or any other third party of the intellectual property rights in the Development Data. You agree to co-operate and give Us and/or OS all reasonable assistance in pursuing or dealing with any such infringement or breach.

You agree not to tamper with or remove any copyright, trade mark, trade mark symbol or other proprietary notices contained in the Development Data.

You shall not be entitled to assign, transfer or novate rights and obligations under this Licence.

You will ensure that You and any third parties acting on Your behalf show and prominently display the appropriate intellectual property right acknowledgement on all Development Data and/or products and/or services.

Without limiting Clause 4.1, You are not licensed to:

pass any of the Development Data to any third party not directly involved in the development, evaluation, testing or demonstration (as defined in Clause 3.2) of such products and/or services; or

use the Development Data to recreate any of OS’s products, any part of such products or any similar or substantially equivalent products; or

commercially exploit, sell, license or distribute the Development Data or any products or services incorporating the Development Data.

Licence fees

There is no charge for the supply of the Development Data for the Term.

Auditing

Throughout the Term You will maintain accurate, complete and detailed records relating to this Licence.

Upon giving reasonable notice, We and/or OS and/or Our (or OS’s) representatives have the right to inspect Your compliance with this Licence and to take copies of any necessary records. We will pay for Our representatives and OS; You will, at Your expense, make appropriate employees and facilities available to provide reasonable assistance.

Termination

We may terminate this Licence immediately if You breach any of its terms; You are subject to any insolvency, bankruptcy, or administration proceedings (or anything analogous); You cease to do business; or by giving You 30 days’ written notice for any other reason.

Termination or expiry of this Licence will not affect Our or Your accrued rights and remedies.

From the date of expiry or termination, the licence granted in Clause 3.1 terminates and You and sub-contractors acting on Your behalf will immediately cease use of the Development Data and destroy and delete all copies of the same. If requested by Us, You shall provide Us with a sworn statement signed by Your authorised executive that You (and Your sub contractors) have complied with this Clause 7.3.

Clauses 6.2, 7.2, 7.3, 7.4, 8, 9, 10, 12 and 13 will survive the expiry or termination of this Licence.

Liability

The Development Data is provided ‘as is’ and without any warranty or condition express or implied, statutory or otherwise as to its quality, accuracy or fitness for purpose. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Development Data are hereby excluded to the fullest extent permitted by law.

Subject to Clause 8.3, under no circumstances shall 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 of, or lack of performance of the Development Data. The above-mentioned includes, but is not limited to, loss or damage related to lost earnings, profits, business, goodwill, data or software.

Neither You nor We exclude our respective liability to the other under this Licence for fraud, and for personal injury or death caused by either of our negligence and that of our respective employees and authorised subcontractors and agents.

Confidentiality and Data Protection

The parties to this Licence will take all reasonable steps to ensure that any material or information identified by either party to be confidential (**Confidential Information**), which the other party has possession or knowledge of in connection with this Licence, will not be disclosed to others, in whole or in part, without the prior written permission of the other party. Neither party will have the obligation to maintain the confidentiality of any data or information which (i) was in the receiving party's lawful possession prior to receipt from the other party, (ii) is later lawfully obtained by the receiving party from a third party having no obligation of confidentiality to the other party, (iii) is available to the public through no act or failure of the receiving party, (iv) is readily available in the public domain, or (v) is independently developed by the receiving party. The receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the other party, upon the other party's request.

We agree to process any of your personal data in accordance with the *Data Protection Act 1988* and You hereby agree to Us sharing your personal data, such as your name, address and email address collected at account registration, with OS for the purposes of monitoring your compliance with this Licence.

Changing this Licence

This Licence sets out the entire agreement and understanding between You and Us in respect of the subject matter of this Licence.

The waiving (which must be in writing) on a particular occasion by either of us of any rights under this Licence does not imply that other rights are waived.

We reserve the right to make changes to the terms of this Licence at any time upon notification by email or by posting changes on our website.

Notices

All notices under this Licence shall be in writing and shall be sent by email or posted on our website.

Governing law and jurisdiction

This Licence will be governed by and construed in accordance with Scots law and we both agree to submit to the exclusive jurisdiction of the Scottish courts.

Rights of Third Parties

Subject to Clause 13.2, a person who is not a party to this Licence has no right as a third party to enforce or enjoy the benefit of any term of this Licence.

You acknowledge the interest of OS in relation to the Development Data and the parties hereby confer upon OS the right to enforce the terms of this Licence and pursue any claims pursuant to this Licence as if it is was the licensor.