

Charity Partnership Agreement

2023-2025

This agreement is made between:

Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**OS**, or **We**); and **[name]**, [a registered charity] [a CIC] [a CIO] (number **[number]**), whose principal address is at **[address]** (**[name]**, or **You**).

Background:

OS is Great Britain's mapping agency. We believe in giving back and making a positive difference to the local community, in particular through partnering with charities in support of fantastic charitable causes.

[name] [a registered charity] [a CIC] [a CIO] is a charity that **[description of activities of the charity]**. **[name]**'s work extends to **[further description that aligns with OS criteria]**.

Following a successful application process which included an OS employee vote, OS is delighted to appoint **[name]** as its corporate Charity Partner 2023-2025.

We are delighted to be collaborating with You over the next two years, with the potential to extend the collaboration for one further year, in support of **[name]**'s charitable goals. OS aims to raise as much funds as possible to donate to **[name]** through a variety of OS employee fundraising initiatives and activities. Further, We anticipate that our employees will give generously of their time and skills to **[name]**, through activities such as corporate volunteer days and other volunteering projects, particularly mapping related ones.

The purpose of this written document is to set out terms and conditions that will apply to our relationship over the coming years, essentially what we can each expect from the other.

1 Monetary Donations

- 1.1 OS is committed to raising as much money as possible to be donated to **[name]**, albeit there is no guaranteed sum.
- 1.2 OS will update **[name]** regularly on the amount of money being raised. OS will confirm the final total amount raised and transfer this to **[name]**'s nominated bank account near the end of the agreement, unless otherwise agreed.
- 1.3 The monies raised by OS and any gifts in kind provided are freely donated by OS to **[name]**. It is not anticipated that any monetary donations or gifts in kind under this agreement will attract VAT. In the unlikely scenario that any VAT is payable, the total amount donated will be calculated as inclusive of VAT.
- 1.4 **[name]** agrees to use the money donated by OS to contribute towards the costs of **[insert description here]**. If the amount donated by OS exceeds such costs, then **[name]** agrees to use such surplus towards initiatives **[insert further description here which aligns with OS criteria]**.

2 Contributions by OS

- 2.1 OS agrees to:
 - carry out fundraising initiatives aimed at raising funds among OS employees, through a variety of events, activities and initiatives;

- promote opportunities for OS employees to be involved in volunteering projects or activities for [name] such as through corporate volunteer days, mentoring and other activities;
- host opportunities for [name] to attend OS's headquarter premises to raise the profile of the charity to OS employees, including training and / or awareness raising presentations, where agreed by OS;
- subject to availability and at OS's discretion, provide [name] with access to and use of meeting rooms at OS's headquarter premises, for [name]'s 'Annual General Meeting', and for other [name] team meetings at least once per month; and
- provide geospatial support or resources to [name] where appropriate, including mapping related information and tools, in support of agreed projects. (Any OS licensed data or tools made available by OS to [name] will be subject to separate terms and conditions of use).

3 Communication

- 3.1 Ongoing dialogue and regular review of how the collaboration is going is expected to be key to maintaining its success, as well as to identify even more opportunities for OS and [name] to collaborate.
- 3.2 It is expected that the parties will meet regularly to discuss, share and review progress. Each organisation will share details of key contacts that are appointed for this purpose.
- 3.3 [name] agrees to let OS know at the earliest opportunity about any corporate volunteering day opportunities or other initiatives / activities that our employees may get involved in.
- 3.3 If any concerns or conflicts of interest arise, the key contacts should discuss these with each other and see if any arrangements can be made to rectify matters.

4 Use of Branding and Acknowledgements

- 4.1 To acknowledge the charity partnership, OS grants to [name] a non-exclusive licence to use the names OS, Ordnance Survey and the OS logos on [name]'s official website, social media channels, official publications or other materials. These names and logos are protected by copyright and trade mark registrations owned by OS and therefore any use of them by You must fully comply with our branding guidelines which We shall make available to You.
- 4.2 Equally, [name] grants to OS a non-exclusive licence to use its name(s) and associated logos on its websites, social media channels, official publications and other materials to acknowledge the charity partnership. You agree to supply OS with a copy of any branding guidelines, which You require Us to adhere to.
- 4.3 Apart from providing an acknowledgement as set out above, no further use of the other party's logos, name or branding is permitted without the other party's prior written consent.
- 4.4 Each party will retain ownership of its intellectual property rights ('IPR'). Nothing in this agreement will affect or transfer the ownership of its IPR to the other party.

5 Data Protection

- 5.1 Any personal data shared for the purposes of this agreement, including the names and email addresses of key contacts, staff members and volunteers, must be in compliance with the Data Protection Act 2018, the EU General Data Protection Regulation 2016 and associated laws ('Data Protection Law').
- 5.2 Each party will process personal data received in accordance with their privacy policy. OS's privacy policy is available via the following link: <https://www.ordnancesurvey.co.uk/governance/policies/privacy>. [name] will supply OS with a copy of its Privacy Policy.

6 Policies and Procedures

- 6.1 Where applicable, [name] will share its health and safety, visitor and any safeguarding policies and procedures with OS.
- 6.2 [name]'s staff must comply with OS's health and safety policies and procedures on OS's premises, and all reasonable directions of OS in respect of any use of OS's facilities.

7 Duration and Ending the Agreement

- 7.1 On signature, this agreement will be deemed to have started on 3 April 2023 and will continue for 2 years until 31 March 2025 ("Initial Term"), unless it's terminated earlier, or extended by agreement.
- 7.2 The parties are at liberty to extend this collaboration for 1 year upon the same terms and conditions subject to OS providing [name] with 1 months' written notice prior to the end of the Initial Term.

- 7.3 We hope that our collaboration will continue for the full 2 year period, but if either party would like to terminate this agreement earlier for any reason, then it shall provide at least 1 month’s written notice to the other.
- 7.4 OS reserves the right to terminate this agreement on notice with immediate effect if [name] : (a) engages in any corrupt, immoral or illegal practices (including under the Bribery Act 2010); (b) engages in any conduct that will impair the image, reputation or goodwill of OS; or (c) fails to comply with the matters set out in clauses 4, 5, 6, and 8.1, and does not remedy such failure within 14 days of a written request by OS to do so, or such failure cannot be remedied.

8 General

- 8.1 The parties agree to keep confidential all information that would be reasonably regarded as being of a confidential nature and not to disclose it to any third party, other than to its professional advisors or as may be required by law (including the Freedom of Information Act 2000), or as may be agreed between the parties.
- 8.2 Neither party shall be liable to the other for any delay or failure to perform any of its obligations or responsibilities arising due to causes beyond its reasonable control. If such circumstances arise, then the affected party will inform the other and use reasonable endeavours to overcome such limitations. The parties may agree to extend the agreement owing to such circumstances.
- 8.3 Nothing in this agreement shall limit or exclude any party’s liability that cannot be limited or excluded by applicable law, including without limitation, liability for death or personal injury caused by its negligence or fraud. Neither party shall be liable for any consequential losses.
- 8.4 Although there is a partnership in name, this is in name only, and nothing in this agreement is intended to create any legal partnership or joint venture between the parties, nor create any ‘agency’ relationship, or authorise any party to make or enter any commitments for or on behalf of any other party.
- 8.5 [name] shall not be entitled to assign or sub-licence the benefit of this agreement, or any rights under it, without OS’s prior written consent.
- 8.6 This agreement contains the entire understanding between the parties relating to its subject matter.
- 8.7 This agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.

9 Signing

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

Having read and understood this Agreement signed for and on behalf of [name]

Signature

Name

Title

Date

Signature

Name

Title

Date