

SCHEDULE 11

MEMBER LICENCE



PSGA Member Licence

By accessing, holding or using any Licensed Data on or after 1 April 2020, the Licensee accepts the terms of this PSGA Member Licence.

This Licence is made between:

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

Whereas:

- A OS has entered into an agreement with the Minister for the Cabinet Office as part of the Crown, acting through an expert committee of the Cabinet Office, the Geospatial Commission (**Cabinet Office**) in connection with the licensing of data and supply of services to the public sector in England and Wales and Scotland (the **Public Sector Geospatial Mapping Agreement** or **PSGA**).
- B The Licensee is a public sector body and, under the terms of the PSGA, is entitled to receive the data from OS on the terms of this Licence.
- C This Licence sets out the terms on which the Licensee may use the Datasets provided by OS. For the avoidance of doubt, this Licence does not set out terms governing the use of OS OpenData; such data is governed by the Open Government Licence.

Agreed Terms:

1 Definitions & interpretations

1.1 The following definitions apply in this Licence (including but not limited to the recitals and appendices to it):

AddressBase Datasets	means AddressBase, AddressBase Plus, AddressBase Premium, AddressBase Core, AddressBase Plus Islands and AddressBase Premium Islands.
Addressing Data	means any data contained within any Addressing Datasets.
Addressing Datasets	means ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2, the AddressBase Incremental Change Service (formally known as the National Land and Property Gazetteer) and the AddressBase Datasets and OS NGD Address.
Ancillary Rights	means the rights set out in Clauses 2.4, 2.7 and 9.4.1 c).

APIs	application programming interfaces allowing the creation of applications for access to OS Data.
Commencement Date	means 1 April 2020 (or, where later, the date on which the Licensee first accesses or uses Licensed Data).
Commercial Activity	has the meaning given to such term in Appendix 1.
Confidential Information	means any information that is marked or identified as confidential, including without limitation, "Personal Data", 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.
Contractor	means any contractor engaged by the Licensee or tendering to provide goods or services to the Licensee in connection with Licensed Data.
Contractor Licence	means a formal written agreement entered into between the Licensee and a Contractor in accordance with Clause 2.7.
Controller	shall have the meaning given in the Data Protection Legislation.
Core Business	has the meaning given to such term in Appendix 1.
Data Protection Legislation	means all applicable data protection and privacy legislation relating to Personal Data and all other legislation and regulatory requirements which apply to a party in force from time to time in the UK including but not limited to the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material but excluding "Personal Data".
Dataset	means any one of the products in digital form listed in Part A of Appendix 2.
Disclosure Requests	means requests for information relating to this Licence pursuant to FOIA or the Environmental Information Regulations.
Eligible Body	means a Public Body excluding the Excluded Bodies.
End Users	means Public Sector End Users, INSPIRE End Users, INSPIRE Relevant Body End Users and Public Sector Innovation End Users.
Environmental Information Regulations	means the <i>Environmental Information Regulations 2004</i> or the <i>Environmental Information (Scotland) Regulations 2004</i> (as applicable) together with any guidance and/or codes of practice issued by the applicable Information Commissioner- in relation to such regulations.
Excluded Bodies	means: <ul style="list-style-type: none"> a) any body whose geographic remit is wholly or mainly in Northern Ireland; b) save where Cabinet Office and OS otherwise agree, any public or private limited company (including but not limited to whether limited by shares or guarantee); c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the <i>Housing and Regeneration Act 2008</i>; d) any registered social landlord within the meaning of Part 2 of the <i>Housing (Scotland) Act 2010</i>; e) any body notified by the Authority in writing to OS as being ineligible for membership of the PSGA further to an agreement between the Cabinet Office and Scottish Ministers; and

	f) any other body as may be agreed by OS and Cabinet Office from time to time.
Feature	means any feature represented in a Topographic Dataset, including without limitation any line, polygon, symbol or text.
Feature Attribution	means the characteristics associated with a Feature (subject to the Specification of the relevant Topographic Dataset).
FOIA	means the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under those Acts as may be applicable from time to time together with any guidance and/or codes of practice issued by the relevant Information Commissioner in relation to such legislation.
Free to Use Data	<p>means Data created by the Licensee:</p> <p>a) using a Topographic Dataset as a source to infer the position of the Data the Licensee creates; or</p> <p>b) which copies in part a Feature (and “copy in part” means, for the purpose of this definition, where the Data created partially coincides with a Feature in the source Topographic Dataset),</p> <p>in each case provided that the Data:</p> <p>i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;</p> <p>ii) does not represent a Feature or Feature Attribution in the source Topographic Dataset;</p> <p>iii) is not a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and</p> <p>iv) can be used independently of the OS Data,</p> <p>and in each case only to the extent that the Data created incorporates IPR owned by OS and/or which is licensed by OS from the Keeper of Public Records. For information purposes only, examples of Free to Use Data are published on the OS Website.</p>
Independent Controller	where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller (each as defined in the Data Protection Legislation) because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data.
Infrastructure Body	<p>means:</p> <p>a) a body which falls within the definition of ‘utility’ in Regulation 2 of the Utilities Contracts Regulations 2006 or Regulation 2 of the Utilities Contracts (Scotland) Regulations 2006;</p> <p>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</p> <p>c) any other entity as may be agreed by OS and Cabinet Office from time to time as being an infrastructure body, as published on the OS Website.</p>
Independent Advisory Group	means the independent advisory group to be established by OS and Cabinet Office which will comprise one representative of OS and Cabinet Office and representatives of such other parties as OS and Cabinet Office agree, and which will act in accordance with terms of reference to be agreed between Cabinet Office and OS.
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 but not limited to copyright, utility models, rights to inventions, patent, trade mark, design right, database rights, rights in computer software, trade secrets, goodwill, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered that subsist now or in the future and including but not limited to applications for registration of any of them.
Land-Line Data	as defined in paragraph 1.1 of Part B of Appendix 2.
Licence	means this licence agreement and all Appendices to it.
Licensed Data	means products (and associated documentation) either listed in Part A of Appendix 2 as amended from time to time or created by the Licensee pursuant to Clause 2.3 and/or Clause 2.4 using or in conjunction with products (and associated documentation) listed in Part A of Appendix 2.
Licensed Use	means the Licensee's permitted use of Licensed Data in accordance with Clause 2.2.
Login Details	means any unique login details (such as user names and passwords) as are notified to the Licensee by OS from time to time, for the purpose of the Licensee accessing any on-line ordering system, including but not limited to the login credential described in Clause 4.3.2.
Member	means any Eligible Body which has entered into a licence with OS on the same terms as this Licence, and whose licence has not expired, nor been terminated or suspended.
One Scotland Licence	means a licence entered into pursuant to the One Scotland Mapping Agreement, under which OS provided those products (with coverage of Scotland plus a 2km buffer zone extending into England along the length of the England/Scotland border) identified with an asterisk in the table in paragraph 4.2.4 of Part 2 of Schedule 2.1 to the PSGA to Eligible Bodies in Scotland, under the terms published at https://www.ordnancesurvey.co.uk/business-government/licensing-agreements/one-scotland-mapping-agreement .
One Scotland Mapping Agreement	means the agreement between OS and Scottish Ministers, with an effective date of 1 April 2013, as varied from time to time.
Open Derived Data	means any Data released by the Licensee in accordance with Clause 2.5.
Open Government Licence or OGL	means the terms set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ .
Open Identifiers	means any TOIDS, UPRNs and USRNs contained in the Licensed Data.
Open Identifiers Policy	means the policy relating to Open Identifiers set out in the OS Website, as may be amended from time to time.
OS Data	means Data which OS owns (or is licensed to OS from the Keeper of Public Records) or which OS licenses from a third party including, without limitation, Licensed Data.
OS Licence Manager	means OS's Licence Manager, who is identified in Clause 16.1.1, or as otherwise notified to the Licensee from time to time.
OS OpenData	means the datasets identified on our website https://www.ordnancesurvey.co.uk/business-government/products?Licence/agreement=0/154/168/171 which are owned by or licensed to OS and are licensed under the Open Government Licence.
OS Website	means the website http://www.os.uk or such other website as OS determines from time to time.
OSCAR Data	means as defined in paragraph 2.1 of Part B of Appendix 2.
Personal Data	has the meaning given in the Data Protection Legislation.
Pricing and Licensing Team	means a business unit within OS comprising experts in relation to OS's pricing and licensing framework.

Pricing and Trading Group	means OS's corporate governance group (which is a sub-group of the OS Board) concerned with the development and operation of corporate pricing, licensing and trading arrangements.
Principal Contact	means the Member's PSGA Principal Contact, as notified to OS from time to time.
PSMA Member Licence	means a licence entered into between OS and public sector organisations pursuant to the agreement concerning the provision of mapping data to the public sector by OS between Cabinet Office and OS, dated 4 August 2010, under which OS provided those products identified with a hash symbol in paragraph 4.2.4 of Part 2 of Schedule 2.1 of the PSGA to Eligible Bodies in England and Wales, under the terms published at https://www.ordnancesurvey.co.uk/documents/licensing/psma-member-licence.pdf .
Public Body	means: <ul style="list-style-type: none"> a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the Public Contracts Regulations 2015 or Regulation 2(1) of the Public Contracts (Scotland) Regulations 2015, excluding any Infrastructure Body; and/or b) a Council constituted pursuant to section 2 of the Local Government etc. (Scotland) Act 1994; and/or c) any other entity as may be agreed by OS and Cabinet Office from time to time as being a public body, as published on the OS Website.
Public Sector Innovation Licence	has the meaning ascribed thereto in Appendix 1.
Public Sector Innovation End User	means a person entering into a Public Sector Innovation Licence with the Licensee.
Public Sector End User	has the meaning ascribed thereto in Appendix 1.
Public Sector Licensing Guidance	means the area of the OS Website that provides support to the public sector community on public sector licensing, as may be amended by OS from time to time.
Public Sector Geospatial Agreement or PSGA	has the meaning ascribed thereto in Recital (A) of this Licence.
Royal Mail Data	has the meaning ascribed thereto in Appendix 1.
Specification	means, subject to any exceptions set out in Part 2 of Schedule 2.1 to the PSGA, the specification of any Licensed Data made available via the OS Website as may be updated from time to time in accordance with the PSGA.
Standard Form Contractor Licence	means the suggested form of Contractor Licence available on the OS Website (see https://www.ordnancesurvey.co.uk/business-government/licensing-agreements/public-sector-licences-contractors-end-users) and applicable to this Licence.
Style Guide	means the then current version of the style guide available on the OS Website including but not limited to electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
Term	means the period from and including the Commencement Date to the earlier date of (i) the expiry or termination of the PSGA; or (ii) the termination of this Licence.
Topographic Dataset	means any of the following OS Data licensed by the Licensee (whether under this Licence or, in the case of Land-Form PROFILE® or OS Terrain® 5, under another (direct or indirect) licence): <ul style="list-style-type: none"> 1:10 000 Scale Raster 1:25 000 Scale Colour Raster

	<p>1:50 000 Scale Colour Raster</p> <p>OS MasterMap® Integrated Transport Network™ Layer</p> <p>OS MasterMap® Topography Layer</p> <p>OS VectorMap® Local</p> <p>Land-Line Data</p> <p>OSCAR Data</p> <p>Land-Form PROFILE®</p> <p>OS Terrain® 5</p> <p>OS MasterMap® Highways Network Layer</p> <p>OS MasterMap Sites Layer</p> <p>OS MasterMap Water Network Layer</p> <p>OS MasterMap GreenSpace</p> <p>OS Detailed Path Network</p> <p>OS NGD Buildings: Building Features</p> <p>OS NGD Water: Water Features</p> <p>OS NGD Water: Water Network</p> <p>OS NGD Land: Land Features</p> <p>OS NGD Land Use: Land Use Features</p> <p>OS NGD Structures: Structure Features</p> <p>OS NGD Transport: Transport Features</p> <p>OS NGD Transport: Transport Network</p> <p>excluding any IPR in such OS Data which OS licenses from a third party.</p>
Trade Mark(s)	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.
Updates	means updates, revisions and modifications to Licensed Data that OS may provide (or provide access to) from time to time.
Withdrawn Datasets	means Land-Line Data, OSCAR Data, ADDRESS-POINT, OS MasterMap Address Layer 2, 1:10 000 Scale Raster Data, and OS MasterMap Integrated Transport Network Layer.
Working Day	means any day other than a Saturday, Sunday, public holiday in England or Wales or OS privilege holiday.

1.2 In this Licence, unless the context otherwise requires:

1.2.1 words in the singular include the plural and vice versa;

1.2.2 references to: a) a Clause or Appendix are to a clause or appendix of this Licence; b) a party are to a party to this Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Grant of licence

2.1 Licence

2.1.1 Subject to Clause 2.1.6, this Licence shall come into force on the Commencement Date and shall continue during the Term.

2.1.2 In consideration of the mutual covenants and obligations in this Licence together with the payment of £1 by the Licensee to OS (receipt of which is hereby acknowledged), OS hereby grants the Licensee a non-exclusive, non-transferable, revocable licence for Licensed Data (subject to any longer right to use Licensed Data expressly referred to in this Licence) during the Term solely for and to the extent permitted by:

- a) the Licensed Use; and
- b) the Ancillary Rights.

In addition, OS also grants the Licensee the right to benefit from the Open Identifiers Policy.

2.1.3 The Licensee may not use Licensed Data in any way or for any purpose other than as expressly set out in this Clause 2.

2.1.4 Apart from the Licensee, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under this Licence.

2.1.5 This Licence does not give the Licensee any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as permitted by the Licensee's Licensed Use and Ancillary Rights.

2.1.6 It is a condition precedent to this Licence coming into force that the Licensee is an Eligible Body.

2.2 Licensed Use

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

2.3 Licensee's Data

2.3.1 Where the Licensee creates Data using or in conjunction with Licensed Data and such Data:

- c) does not incorporate or infringe any IPR in the Licensed Data; and
- d) can be used independently of the Licensed Data;

such Data shall not be subject to the terms of this Licence. Examples of Data that this Clause applies to may be found in the Public Sector Licensing Guidance.

2.4 Free to Use Data

2.4.1 Subject to Clauses 2.4.2 to 2.4.4 inclusive, OS hereby grants the Licensee a non-exclusive, royalty-free, perpetual licence to use and sub-license IPR in Free to Use Data that are owned by OS or licensed to OS by the Keeper of Public Records.

2.4.2 Notwithstanding anything within this Licence to the contrary, the Licensee's use of the Free to Use Data shall not be subject to the terms of this Licence other than the terms contained in this Clause 2.4.

2.4.3 The licence granted in Clause 2.4.1 shall entitle neither the Licensee nor the Licensee's sub-licensees to (and the Licensee shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature Attribution or any Feature in any Topographic Dataset (or any substitution of such Feature Attribution or Feature).

2.4.4 The Licensee shall acknowledge the copyright and the source of the Free to Use Data by including the following attribution statement whenever it reproduces Free to Use Data:

'© Crown copyright and database rights [year of issue] OS'

The Licensee shall include the same acknowledgement requirement in any sub-licences of the Free to Use Data that it grants, and a requirement that any further sub-licences do the same.

2.4.5 Where the Licensee is in doubt as to whether or not something constitutes Free to Use Data, the Licensee shall contact OS for guidance.

2.5 Open Release of Derived Data

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

- a) the Derived Data has been created in order to deliver the Licensee's Core Business, and its release does not constitute a Competing Activity or Commercial Activity;

- b) whilst the Derived Data may incorporate IPR in the Licensed Data created by copying Features and/or Feature Attribution in part or whole, the Derived Data shall not include a substantial quantity of Features or Feature Attribution from the Licensed Data used to create it;
 - c) the Derived Data is released independently of the Licensed Data used to create it or any other Licensed Data (for example, the Derived Data must not be released with Licensed Data as a contextual backdrop);
 - d) the Derived Data is openly released on the terms of the OGL and published via data.gov.uk; and
 - e) the Licensee notifies OS of such release in the manner described in the Public Sector Licensing Guidance.
- 2.5.2 In relation to Clause 2.5.1 b), in considering the meaning of ‘substantial quantity’, the following factors may be relevant:
- a) the total quantity of the relevant Features or Feature Attribution in the underlying Licensed Data, by reference to Great Britain as a whole or any of England, Scotland or Wales, and
 - b) whether the Derived Data is capable of forming part of a series of connected datasets, whether it was created by the Licensee or other PSGA Members, using Licensed Data.
- Examples of Derived Datasets that include (and do not include) a substantial quantity of Features or Feature Attribution may be found in the Public Sector Licensing Guidance.
- 2.5.3 The provisions of Clause 2.5.1 do not apply to the extent that Derived Data has been created using Royal Mail Data (as defined in Appendix 1) or any other third party data.
- 2.5.4 Where the Licensee is in doubt as to whether or not the provisions of Clause 2.5.1 will apply to the release of any Derived Data, the Licensee shall contact OS for guidance.
- 2.5.5 In the event that OS considers that the provisions of Clause 2.5.1 have not been met in relation to particular Derived Data, and/or in the reasonable opinion of OS the release may constitute a Competing Activity, OS may require the Licensee not to release the Derived Data under this Clause 2.5, or to cease any such release with immediate effect and the Licensee shall comply with such instructions immediately (notwithstanding the fact that it may disagree with OS’s opinion, in which event it may raise a dispute in accordance with Clause 2.5.6).
- 2.5.6 In the event that OS considers that the provisions of Clause 2.5.1 have not been met in relation to particular Derived Data or the Licensee does not agree with (i) guidance provided under Clause 2.5.4, or (ii) OS requiring the Derived Data not be released under Clause 2.5.5, either party may notify the other in writing that it intends to refer the matter to the Independent Advisory Group. Following receipt of such notification, the parties shall discuss how to and shall seek to resolve the matter. Where a resolution cannot be agreed within 20 Working Days of notification, the Licensee may refer the matter to the Independent Advisory Group for review and recommendation, and the relevant provisions of Clause 2.6.2 c) will apply.

2.6 Exemptions Process

- 2.6.1 Where none of Clauses 2.3, 2.4 or 2.5 applies, but the Licensee considers it is unable to achieve its objectives in accordance with its Licensed Use under Appendix 1, the Licensee may request that Derived Data be licensed on the terms of the OGL or as if it were Free to Use Data. Each request must:
- a) be made in writing and delivered to OS using the online contact form at <https://www.ordnancesurvey.co.uk/contact-us> or in writing to PSGA enquiries, Customer Services, Explorer House, Adanac Drive, Southampton, SO16 0AS, in each case marked ‘Derived Data Exemption Request’;
 - b) be made in the manner described in the Public Sector Licensing Guidance, and shall include:
 - (i) the name of the relevant Licensed Data product from which the Derived Data has been produced;
 - (ii) the area of coverage of the Derived Data and of the relevant Licensed Data product from which the Derived Data has been produced;

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

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

- f) where there is clear precedent, OS shall inform the Licensee as to whether it has approved (either with or without conditions) or declined the request within 15 Working Days. The Licensee may appeal the decision in writing (detailing its reasons) within 15 Working Days of receipt of the decision;
- g) where there is not clear precedent, or where an appeal is made in accordance with Clause 2.6.2a), OS will refer the request to its Pricing and Trading Group for consideration. Following such consideration, and within 20 Working Days of receiving a Compliant Request or an appeal pursuant to Clause 2.6.2a), OS shall inform the Licensee that it has either:
 - (i) approved (either with or without conditions) the request; or
 - (ii) declined the request.
- h) the Licensee shall be entitled, within 20 Working Days of being informed of the above decision, to inform Ordnance Survey that it wishes to appeal the decision, in which case Ordnance Survey shall, within 5 Working Days, refer the Compliant Request to the Independent Advisory Group for consideration;
- i) within 20 Working Days of receiving a Compliant Request pursuant to Clause 2.6.2 c), the Independent Advisory Group shall make a written recommendation to OS's Chief Executive as to (i) whether the request should be approved (either with or without conditions) or declined, or (ii) the issue referred to it under Clause 2.5.6, in each case containing details justifying such recommendation.
- j) within 20 Working Days of receiving a referral pursuant to Clause 2.6.2 c) above, OS's Chief Executive shall, having given due consideration to such recommendation, decide in his or her absolute discretion whether to approve (either with or without conditions) or decline the request, and inform the Licensee of the decision. The Licensee acknowledges and agrees that the OS Chief Executive shall have sole discretion in relation to the decision under this Clause 2.6.2 e), which shall not be subject to the Dispute Resolution Procedure set out in Clause 19.
- k) where, at the relevant stage in the process set out in Clause 2.6.2 a) to e) above, OS or the Independent Advisory Group reasonably considers that it requires further information, OS shall forthwith request (whether on its own behalf or on behalf of the Independent Advisory Group) such further information in writing from the Licensee (a '**Further Information Request**'), and the relevant timescale shall be extended by the period of time commencing on the date of the Further Information Request and ending on the date of receipt by OS of the further information requested.

2.7 Contractor Use

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

- a) the same level of restrictions included in this Licence are applied to the Contractor;
- b) any applicable rights reserved in this Licence in relation to Licensed Data for the benefit of OS are reserved in the same way as set out in this Licence;
- c) any applicable obligations imposed on the Licensee in this Licence are imposed on the Contractor;

- d) save as otherwise expressly provided in this Licence, any right for the Contractor to use Licensed Data shall terminate automatically on termination or expiry of this Licence;
 - e) OS shall have no liability to any Contractor in respect of Licensed Data or this Licence; and
 - f) OS has rights to enforce directly the terms of the agreement between the Licensee and the Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999* and the applicability of such Act shall not be excluded in the Contractor Licence.
- 2.7.2 Subject to provisions equivalent to Clauses 9.4.1 c), 9.4.2 and 9.4.3, the Licensee may permit each of its Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 9.4.1 c).
- 2.7.3 It is hereby agreed between the parties that the Standard Form Contractor Licence fulfils the requirements of Clauses 2.7.1 and 2.7.2. Where the Licensee ensures that the Contractor executes a licence in such form before the Contractor has access to any Licensed Data (and the Licensee maintains it in force), the Licensee will be deemed to have complied with Clause 2.7.1.
- 2.7.4 The Licensee may grant its Contractors the right to supply and receive copies of the Licensed Data in a digital form to and from its other Contractors provided that:
- l) both Contractors are licensed by the Licensee for the Licensed Data being supplied and/or received;
 - m) the goods or services which each Contractor is providing, or tendering to provide to the Licensee shall each form part of a larger project or related series of works required by the Licensee;
 - n) each Contractor uses copies of Licensed Data supplied by another Contractor solely for the purpose of providing or tendering to provide goods or services to the Licensee as part of the Licensee's Licensed Use;
 - o) the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with the Licensee;
 - p) 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
 - q) a Contractor shall, prior to supplying any Licensed Data to another Contractor, obtain the Licensee's written confirmation that i) the other Contractor is licensed by the Licensee for the Licensed Data being supplied, and ii) the goods or services which each Contractor is providing, or tendering to provide, to the Licensee each forms part of a larger project or related series of works required by the Licensee.
- 2.7.5 The Licensee may provide Licensed Data in paper form only (referred to in this Clause 2.7 as **Paper Copies**) to a Contractor, without the requirement to enter into a Contractor Licence with such Contractor, provided that the Licensee ensures that:
- a) the Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Licensee with goods or services for the Licensee's Licensed Use;
 - b) the Paper Copies only cover an area that is proportionate to the goods or services that the Contractor is engaged to provide;
 - c) subject to Clause 2.7.6, the Contractor is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
 - d) the Contractor destroys or returns to the Licensee all such Paper Copies immediately upon i) its completion of the tender or provision of goods or services referred to in Clause 2.7.5 a) or ii) expiry or termination of this Licence, whichever is the sooner, and provides, at the Licensee's request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
 - e) neither the Licensee nor the Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
 - f) the Paper Copies are clearly marked in accordance with Clause 6.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Licensee of the goods or services it is engaged to provide.

- 2.7.6 The Licensee shall be entitled to permit its Contractor to supply Paper Copies to any third party provided that the Contractor ensures that:
- a) such third party is engaged to provide:
 - a) all or part of the works that the Contractor is engaged to provide to the Licensee (referred to in this Clause 2.7.6 as the **Works**);
 - b) part of a larger project (which also includes the Works); or
 - c) works which, together with the Works, are part of a series of works required by the Licensee,
 and uses the Paper Copies solely for the purpose of providing i), ii) or iii) above to the Licensee for the Licensee's Licensed Use;
 - b) such third party agrees to comply with terms no less onerous than those set out in Clause 2.7.5 b) to f) with respect to its use of Paper Copies under paragraph a) above. For the purposes of this Clause, references in Clause 2.7.5 b) to f) to:
 - a) **Licensee** shall mean 'Licensee's Contractor';
 - b) **Contractor** shall mean the third party to whom Paper Copies are supplied under this Clause; and
 - c) **Licence** shall mean the Contractor Licence.
- 2.7.7 The Licensee shall be jointly and severally liable with any third party to whom the Licensee is entitled to disclose Licensed Data under this Licence, including, without limitation, any Contractor, for the act or omission of that third party and the Licensee shall enforce the terms of any relevant agreement, including, without limitation, any Contractor Licence, up to and including obtaining judgment in court and taking such other action as OS may request in respect of any breach.

3 Addressing Datasets and Withdrawn Datasets

- 3.1 The Addressing Datasets and Withdrawn Datasets are subject to the additional specific terms in Appendix 3 and Part B of Appendix 2, as applicable.
- 3.2 The Licensee shall, and shall ensure that its Contractors and End Users shall, comply with all restrictions in relation to the Addressing Datasets contained in Appendix 3.

4 Licensee's obligations

- 4.1 The Licensee shall:
- 4.1.1 not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;
 - 4.1.2 use its best endeavours to use adequate technological and security measures, including but not limited to measures OS may reasonably recommend from time to time, to ensure that all Licensed Data and Login Details which OS provides to the Licensee and/or which the Licensee holds or is responsible for are secure from unauthorised use or access; and
 - 4.1.3 notify OS as soon as the Licensee suspects any infringement of OS's IPR or any unauthorised use of the Licensee's Login Details and give OS all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.
- 4.2 OS reserves the right to charge the Licensee, and the Licensee shall pay within 30 days of receipt of invoice, a reasonable amount (to be determined in OS's reasonable discretion) for Data supply:
- 4.2.1 using (only where expressly agreed by OS) 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 8.2.1 of Part 2 of Schedule 2.1 to the PSGA; and/or
 - 4.2.2 where the data is supplied further to a Member's request for a duplicate supply of data (which includes supply of data already supplied to such Member, whether in the same or a different format) on a physical medium.

- 4.3 Access to Licensed Data
- 4.3.1 The Licensee may only request delivery of Licensed Data by placing an order through the on-line ordering system described in Clause 4.3.2, or any replacement of such system from time to time.
- 4.3.2 The Licensee's registered users will have access to an on-line ordering system. Each Licensee will nominate a '**Principal Contact**' who will receive a login 'credential' (email address/password combination). Principal Contacts will be able to administer the user community for their organisation, including but not limited to adding, blocking, unblocking and deleting individual user accounts and the assignment of rights. In addition to registered users from within a Licensee's own organisation, each Licensee will, subject to entering into a Contractor Licence, be entitled to provide their Contractors with access to the on-line ordering system..
- 4.3.3 OS shall be entitled to assume that where the on-line ordering system is accessed using the Licensee's Login Details, such access is authorised by the Licensee.
- 4.3.4 The Licensee may request delivery of Licensed Data via the options made available to the Licensee at the point of order; such options will include accessing the data via specified APIs. The Licensee acknowledges that (i) it may need to enter into additional terms in order to access such APIs, (ii) variations to this Licence may need to be made to reflect such additional terms, and (iii) the APIs may provide access to Licensed Data from various Datasets, as opposed to a complete Dataset.
- 4.3.5 The Licensee acknowledges that OS cannot be held responsible for any postal service delays in delivering any physical media.
- 4.4 Relevant Local Authority Authority Updates Supply Obligations – English and Welsh authorities only
- 4.4.1 In this Clause 4.4, the following expressions shall have the following meanings:
- Authority Updates** has the meaning ascribed thereto in the Data Co-operation Agreement;
- Data Co-operation Agreement** means the agreement between GeoPlace LLP and Relevant Local Authorities, as amended from time to time;
- GeoPlace LLP** means the limited liability partnership with registered number OC359627, and whose registered office is at Explorer House, Adanac Drive, Southampton, SO16 0AS;
- Relevant Local Authority** means a Licensee who is also a party to, and which has licensing and supply obligations pursuant to the Data Co-operation Agreement.
- 4.4.2 In the event that a Relevant Local Authority:
- a) does not enter into a Data Co-operation Agreement (or any replacement of such agreement) in the form presented by GeoPlace LLP, within 30 days of being requested to do so by GeoPlace LLP; or
- b) fails to perform any obligation under the Data Co-operation Agreement (or any replacement of such agreement) including, without limitation, failing to supply GeoPlace LLP with Authority Updates,
- such event shall be deemed to be a material breach of this Licence by the Licensee and OS shall be entitled to exercise its suspension rights under Clause 9.1 of this Licence.
- 4.4.3 In the event that a Relevant Local Authority (i) fails to remedy a breach described in Clause 4.4.2 a) or b) above (as applicable) within 30 days of the date of OS providing notice of suspension pursuant to Clause 9.1, or (ii) exercises any voluntary right of termination which may exist in the Data Co-operation Agreement, OS shall be entitled to exercise its general termination rights under Clause 9.2 of this Licence in relation to such Relevant Local Authority.

5 Data Protection

- 5.1 Each party shall be an independent Controller for the purpose of their respective obligations under the Data Protection Legislation and processing any shared Personal Data, which shall include the name, business contact number(s), business or other e-mail address and business postal address of the OS Licence Manager and the Principal Contact to enable business communications for the purpose of managing and administering this Licence.
- 5.2 The Licensee warrants that the Licensee, and any Contractor and any other third party contracted to the Licensee, shall comply with the Data Protection Legislation, including without limitation, implementing appropriate technical and organisational measures to protect the confidentiality of Personal Data.

- 5.3 Any material breach of the Data Protection Legislation by the Licensee or any Contractor or any third party contracted to the Licensee, shall entitle OS to terminate this Licence with immediate effect in accordance with Clause 9.2.1.
- 5.4 The Licensee shall indemnify OS against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by OS in relation to any breach or alleged breach by OS of the Data Protection Legislation to the extent such loss results from the Licensee's breach of paragraph 5.2. Nothing in this Licence shall limit or exclude the Licensee's liability to OS under this indemnity.
- 5.5 OS shall process the Principal Contact's Personal Data in compliance with Data Protection Legislation and in accordance with the OS Privacy Policy, published on the OS Website. The Licensee acknowledges that OS may share the Principal Contact's contact details with the Cabinet Office for the purpose of the Cabinet Office contacting the Principal Contact in relation to administering this Licence where required under the PSGA.

6 Trade Marks and rights acknowledgement

- 6.1 The Licensee shall ensure that acknowledgements of copyright and database right ownership are included in copies of Licensed Data in the manner described in the Public Sector Licensing Guidance.
- 6.2 The Licensee shall not use any Trade Marks except where it wishes to acknowledge OS or particular Licensed Data when exercising Public Sector Use rights under Appendix 1.
- 6.3 The Licensee agrees and acknowledges that it has no right to sub-license the right to use Trade Marks and it shall not do so.
- 6.4 The Licensee agrees and acknowledges that if it is entitled to use a Trade Mark it shall apply it in accordance with the Style Guide.
- 6.5 The Licensee shall ensure that any use of the name OS, Ordnance Survey and any other Trade Mark includes the ® or ™ symbol as shown in relation to such Trade Mark in Appendix 2 or the Style Guide.
- 6.6 The Licensee shall not tamper with or remove any Trade Mark symbols or notices.

7 Variation

- 7.1 Subject to Clause 7.2, 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.
- 7.2 OS shall be entitled at any time to amend this Licence where such amendments have been agreed between OS and Cabinet Office or where OS has given Cabinet Office notice of any such amendments in accordance with the PSGA. All such amendments shall become incorporated into this Licence on the date which OS shall specify in a written notice to the Licensee.
- 7.3 Any amendments which may be made to the form of the Contractor Licence or the Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or the Public Sector Innovation Licence shall be incorporated by the Licensee without delay into any Contractor Licence or Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or Public Sector Innovation Licence executed by the Licensee's Contractors and end users and shall be enforced by the Licensee.

8 Auditing

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

8.3 The Licensee will (and shall procure that its Contractors and/or third parties will) comply with reasonable measures stipulated by OS as a result of any audit carried out pursuant to this Clause 8.

9 Suspension, termination and expiry

9.1 Suspension

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

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

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

9.2 General termination rights

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

- 9.2.1 the Licensee is in material breach of any term of this Licence (which, for the avoidance of doubt, shall include the Licensee's failure to comply with paragraph 13.3 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;
- 9.2.2 the Licensee is in persistent breach of this Licence;
- 9.2.3 the Licensee ceases to carry on business or to be an Eligible Body;
- 9.2.4 the Licensee discloses Confidential Information of OS or uses or authorises use of OS's IPR (or IPR licensed by OS) outside the scope permitted by this Licence;
- 9.2.5 OS loses the right to administer Crown copyright and/or Crown database right in respect of Licensed Data; or
- 9.2.6 the level of Licensee's liability in connection with this Licence referred to in Clause 10.3 is exceeded.

9.3 Automatic expiry of this Licence

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

9.4 Effects of termination or expiry of this Licence

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

- g) any accrued rights and remedies will not be affected;
- h) the Licensee shall within 30 days of such termination or expiry destroy (or at OS's option return) all Licensed Data under this Licence, in any media, which the Licensee holds or for which the Licensee is responsible (including any Licensed Data embedded in any other material) and provide, at the request of OS, a sworn statement by a duly authorised person that the Licensee no longer holds any Licensed Data (or Login Details) other than in accordance with Clause 9.4.1 c);
- i) except in the event of termination by OS under any of Clauses 9.2.1 to 9.2.6 and subject to Clauses 9.4.2 and 9.4.3, the Licensee may retain Licensed Data in an archive following termination or expiry of this Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party, to comply with National Audit Office requirements or to respond to a parliamentary question (or a question in the National Assembly for Wales (anticipated to be renamed as the Welsh Parliament) or Scottish Parliament), in each case regarding the Licensee's use of such Licensed Data during the term of this Licence;
- j) the Licensee shall cease to be entitled to use any Login Details in order to access the on-line ordering service; and

- k) the Licensee shall terminate any Contractor Licence or Public Sector End User Licence or Public Sector End User Licence – INSPIRE Relevant Body or Public Sector Innovation Licence with immediate effect.

9.4.2 The Licensee's rights under Clause 9.4.1 c) are subject to the following requirements:

- l) insofar as they relate to Addressing Datasets, they are subject to the provisions of Appendix 3;
- m) the Licensee shall not disclose Licensed Data retained under Clause 9.4.1 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;
- n) the Licensee shall store such Licensed Data separately from any other OS Data which the Licensee holds; and
- o) subject to Clause 10.1, OS shall have no liability in respect of the Licensee's use of such Licensed Data following termination or expiry of this Licence.

9.4.3 OS may terminate the Licensee's right under Clause 9.4.1 c) at any time in the event that:

- p) the Licensee uses or discloses the relevant Licensed Data other than strictly in accordance with Clause 9.4.1 c);
- q) the Licensee breaches any surviving term of this Licence; and
- r) one of the events in Clauses 9.2.3 to 9.2.5 occurs,

in which event the Licensee shall comply with an obligation equivalent to Clause 9.4.1 b) in respect of such Licensed Data.

9.4.4 The provisions of this Licence intended to survive termination or expiry, including without limitation, Clauses 1, 2.4, 2.7.7, 3, 4.1, 7.2, 8, 9.4, 10, 12, 13.2, 14, 15, 17, 18 and 19, shall continue in full force and effect notwithstanding termination or expiry of this Licence.

10 Liabilities

10.1 Nothing in this Licence shall exclude or limit either party's liability for:

- 10.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
- 10.1.2 fraud or fraudulent misrepresentation.

10.2 Neither party will be liable to the other in contract, tort (including but not limited to 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 10.2 nor any other provision of this Licence shall:

- 10.2.1 prevent OS from recovering from the Licensee i) all amounts lawfully due in respect of all infringements and breaches of IPR by the Licensee, and/or ii) all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by OS in relation to any breach by OS of competition law to the extent such loss results from the Licensee's breach of paragraph 13 of Appendix 1,
- 10.2.2 prevent either party recovering from the other in respect of breaches of the other party's Confidential Information, or
- 10.2.3 limit the amount OS is entitled to recover under Clause 10.6.

10.3 Subject to Clauses 10.1 and 10.2, where a claim arises under or in connection with the terms of this Licence, the total and aggregate liability of each party for all claims made (whether in contract, tort (including but not limited to negligence) or otherwise) during the Term under or in connection with this Licence will not at any time exceed £440,000.

10.4 OS excludes to the fullest extent permissible by law all warranties, conditions, representations or terms, whether implied by, or expressed in, common law or statute including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of the Licensed Data.

10.5 The Licensee is responsible for all use of Licensed Data obtained (including but not limited to by a third party) using the Licensee's Login Details.

10.6 Subject to Clause 10.1, OS shall have no liability in respect of the Licensee's or any of the Licensee's sub-licensees' use of Free to Use Data or Open Derived Data and the Licensee will indemnify OS and keep OS indemnified from and against all costs, expenses, damages, losses or liabilities incurred or suffered by OS arising out of any third party dispute or claim in connection with the Free to Use Data or Open Derived Data (including, without limitation, and product liability claim).

11 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.

12 Confidentiality and FOI

12.1 The parties agree:

12.1.1 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;

12.1.2 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 12;

12.1.3 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

12.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the Environmental Information Regulations), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 12 or with the other's prior written consent.

12.2 The obligations in this Clause 12 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.

12.3 Both parties acknowledge that the other may receive Disclosure Requests.

12.4 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 3 (consultation with third parties) of the code of practice issued under section 45 (or 60 in relation to the *Freedom of Information (Scotland) Act 2002 (in relation to which the relevant section is section 7 of Part 2)*) of the FOIA (or, as the case may be, any code of practice issued under powers contained in the Environmental Information Regulations), each party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the other party. Each party acknowledges that it is for the party receiving the Disclosure Request to determine whether or not such information should be disclosed.

13 Assignment, subcontracting and sublicensing

13.1 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.

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

14 Entire agreement

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

15 Waiver

15.1 The waiver on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.

15.2 No delay in exercising any right under this Licence shall constitute a waiver of such right.

16 Notices

16.1 Any notice under this Licence shall be given by prepaid first class post, recorded delivery, email or by hand to the following contact details:

16.1.1 for OS: PSGA, Customer Services, OS, Explorer House, Adanac Drive, Southampton, SO16 0AS, United Kingdom; E-mail: <mailto:helpdesk@os.uk>

16.1.2 for the Licensee: to the Principal Contact, at the address and email details which the Licensee has submitted to OS (or in the absence of such details to the Licensee at the address of the Licensee's registered office or principal place of business),

16.1.3 or such other contact details as either party shall notify to the other in writing.

16.2 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 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.

17 Contracts (Rights of Third Parties) Act 1999

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

18 Jurisdiction and governing law

18.1 This Licence will be governed by and construed in accordance with the law of England and Wales. Subject to Clause 19, both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence.

19 Dispute resolution procedure

19.1 Nothing in this Dispute Resolution Procedure shall relieve the Licensee or OS from any obligation arising under or in connection with this Licence or affect the resolution of any dispute, difference or question between the Licensee and OS arising out of or in connection with this Licence (a **Matter**) and as to which either party's decision is under this Licence to be final and conclusive (a **Reserved Matter**). Reserved Matters shall specifically include i) all disputes relating to Competing Activities which are to be determined under paragraph 13.2 of Appendix 1, and ii) decisions under the Open Release provisions or the Exemptions process (set out in Clauses 2.5 and 2.6) which are to be made by the Chief Executive of OS under Clause 2.6.2 e). For the avoidance of doubt, this Clause 19.1 shall not restrict either party's ability to commence court proceedings in respect of any Matter (save for any Reserved Matters specified above).

19.2 Subject to Clause 19.1, where any Matter cannot be resolved between the Licensee and OS either of them shall be entitled, by written notice to the other, to refer the Matter to a senior representative of the Licensee and of OS in accordance with Clause 19.4 below.

19.3 Except as strictly required to preserve the legal rights of the Licensee or of OS (as the case may be), neither the Licensee nor OS shall commence court proceedings until the process set out in Clauses 19.2 to 19.9 has been concluded, provided nothing in this Clause shall prevent either party seeking interim relief or other judicial relief at any time if in its judgment such action is necessary to prevent irreparable damage.

- 19.4 Where a notice of referral has been given pursuant to Clause 19.2, a senior representative of the Licensee (Senior Civil Servant or a person of equivalent authority) and a senior representative of OS (a director) (each a **Senior Representative**) shall meet within 15 Working Days from, but excluding, the date when the recipient receives the notice of referral, to endeavour to resolve the Matter. Each Senior Representative may be accompanied to such meeting by such other person or persons (not to exceed three, unless otherwise agreed by the parties) as that Senior Representative considers appropriate. Where agreed between the Licensee and OS, the Senior Representatives shall have had neither direct operational involvement in the Matter nor direct involvement in any previous negotiations in relation to the Matter.
- 19.5 Where the Senior Representatives agree a resolution to the Matter, the Senior Representatives shall record such agreement in writing and the agreed written resolution shall be treated as binding upon the Licensee and OS.
- 19.6 Where the Senior Representatives are unable to agree a resolution to the Matter either party (the 'Requestor') may request that the other party (the **Recipient**) enter into a process of mediation or early neutral evaluation in a further effort to resolve the Matter (a **Request**). Any Request shall:
- 19.6.1 be made in writing;
 - 19.6.2 specify which of the two processes the Requestor wishes to use; and
 - 19.6.3 propose in outline the procedure to be adopted for the specified process, including but not limited to provision as to timing, sharing of costs and volume of documentation, having regard to the sum in issue and the complexity of the Matter.
- 19.7 The Recipient shall, within 15 Working Days from, but excluding, the date it receives the Request:
- 19.7.1 determine whether it considers it appropriate to use the specified process in an effort to resolve the Matter; and
 - 19.7.2 send written notice of its determination to the Requestor. If the Recipient's determination is that it does not consider it appropriate to use the specified process, the Recipient shall give in its written notice brief reasons for that determination.
- 19.8 If the Recipient's determination pursuant to Clause 19.7 is that it is appropriate to use the specified process, the written notice sent pursuant to Clause 19.7 shall:
- 19.8.1 state which, if any, of the Requestor's outline proposals for the procedure are acceptable to the Recipient; and
 - 19.8.2 to the extent that the Recipient is unable to agree to such outline proposals, state its outline proposals in respect of the procedure, having regard to the sum in issue and the complexity of the Matter. Such written notice may also contain proposals as to any matter that the Recipient considers ought to have been dealt with in the outline proposals in the Request, but that were not so dealt with.
- 19.9 Where the Recipient's determination under Clause 19.7 is that it is appropriate to use the specified process, the Licensee and OS shall use reasonable endeavours to conclude an agreement to operate the specified process.

20 Electronic Commerce (EC Directive) Regulations 2002

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

Appendix 1 Licensed Use Public Body

1 Licensed Use

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

2 Definitions

2.1 In this Appendix 1:

- 2.1.1 **Commercial Activity** means any activity which involves or is intended to involve Financial Gain.
- 2.1.2 **Competing Activity** means where the Licensee uses Licensed Data under this Licence in an activity which:
 - a) competes with or substitutes an activity of a third party that is licensed for Licensed Data;
 - b) is reasonably likely to compete with or substitute an activity of a third party that is licensed or to be licensed for Licensed Data; or
 - c) competes with or substitutes or is reasonably likely to compete with or substitute the products and/or services of OS (such products and/or services to be notified by OS to the Licensee from time to time).
- 2.1.3 **Core Business** means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.
- 2.1.4 **Educational 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.
- 2.1.5 **Educational Body** means any School, HFE Institution or Teachers' Training Establishment.
- 2.1.6 **Educational Use** means use for the purposes of teaching, learning, research or study by a School, Teachers' Training Establishment or an HFE institution.
- 2.1.7 **Emergency Service** means any person, body or entity (other than the Licensee) involved in responding immediately to an Emergency Situation.
- 2.1.8 **Emergency Situations** means unforeseen acts or events (beyond the Licensee's reasonable control) requiring the Licensee to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); pandemic, terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.
- 2.1.9 **Emergency Use** means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.
- 2.1.10 **Financial Gain** means any revenue or credit received which exceeds the Licensee's incremental costs of supplying or making available to a recipient any copy of any Licensed Data. Financial Gain does not include any receipts from Statutory Charges.
- 2.1.11 **HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority.
- 2.1.12 **INSPIRE End User** means a person entering into a Public Sector End User Licence – INSPIRE with the Licensee 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 Regulations 2009/3157.
- 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.

- INSPIRE Relevant Body End User Purpose** means a specific project or activity required to deliver or support the delivery of the INSPIRE Relevant Body End User’s public tasks that may have an impact on the environment, and that has been specified in and which is permitted by the Public Sector End User Licence – INSPIRE Relevant Body. This INSPIRE Relevant Body End User Purpose shall not permit the INSPIRE Relevant Body End User to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties, save where expressly permitted in writing by OS.
- 2.1.17 **Public Sector Innovation Licence** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website and applicable to this Licence.
- 2.1.18 **Public Sector End User** means a person entering into a Public Sector End User Licence with the Licensee.
- 2.1.19 **Public Sector End User Licence** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website (<https://www.ordnancesurvey.co.uk/business-and-government/help-and-support/public-sector/guidance/licences.html>) and applicable to this Licence.
- 2.1.20 **Public Sector End User Licence – INSPIRE** means the licence of the same name (the term of which shall not exceed the Term) available on the OS Website and applicable to this Licence.
- 2.1.21 **Public Sector End User Licence – INSPIRE Relevant Body** means the bespoke licence of the same name (the term of which shall not exceed the Term) available, where appropriate on a case by case basis, on request from OS.
- 2.1.22 **Qualifying Licensed Data** means Licensed Data which is either:
- a) OS MasterMap Topography Layer, OS NGD Buildings: Building Features, OS NGD Water: Water Features, OS NGD Structures: Structure Features and OS NGD Transport: Transport Features; or
 - b) AddressBase, AddressBase Plus, AddressBase Premium, AddressBase Plus Islands, AddressBase Premium Islands and / or OS NGD Address 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).
- 2.1.23 **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.
- 2.1.24 **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.
- 2.1.25 **Statutory Charge** means charges which the Licensee is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensee is subject.
- 2.1.26 **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.

For the avoidance of doubt, references to Licensed Data in paragraphs 4 to 13 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by OS or licensed to OS (whether by the Keeper of Public Records or another third party), provided that this paragraph is subject to paragraph 2.3.

- 2.3 Where paragraphs 7, 9, 10 and 12 refer to Licensed Data, such reference is limited to Data created using Licensed Data to the extent that the Data created incorporates IPR owned by OS or licensed to OS (whether by the Keeper of Public Records or another third party).

3 Business Use

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

4 Public Sector Use

4.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver the Licensee's Core Business.

Public Sector Use does not entitle the Licensee to make available or to provide Licensed Data to third parties, save as follows:

- 4.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 5;
- 4.2.2 in accordance with the 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;
- 4.2.7 where the Licensee makes Licensed Data available for public viewing (whether by way of the internet or otherwise), in either hard copy form and/or as a raster file, or as a copy protected vector file, where such display forms part of the Licensee's Core Business and the Licensee complies with the obligations in paragraph 11; and
- 4.2.8 in accordance with the Innovation End User Licensing provisions in paragraph 12.

Public Sector Data Sharing

5.1 Public Sector Data Sharing is the supply to any third party (including but not limited to Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies, Public Bodies, Educational Bodies and (solely to the extent the Licensed Data concerned is Qualifying Licensed Data) other non-Public Body third parties of copies of any Licensed Data. (For the avoidance of doubt, in this paragraph 5, Public Body means an organisation which is licensed for Public Sector Use.)

5.2 Public Sector Data Sharing is subject to the following conditions:

- 5.2.1 Sharing Party means the third party to whom Licensed Data is supplied or Infrastructure Body, Public Body, Educational Body or non-Public Body third party from whom Licensed Data is received pursuant to this paragraph 5;
- 5.2.2 subject to paragraphs 1.5, 2.5, 3.5, 4.5 and 5.5 of Part B of Appendix 2, both the Licensee and the Sharing Party must be licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied and/or received;
- 5.2.3 save where the Sharing Party is a Member¹ (and, prior to 1 July 2020, in relation to Members who were previously licensed under the One Scotland Licence, is licensed under its One Scotland Licence for the same area of coverage of the same Licensed Data being supplied), the Licensee shall obtain written confirmation from the third party to whom the Licensee supplies Licensed Data that the third party is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of the same Licensed Data being supplied;
- 5.2.4 the use of the Licensed Data the Licensee receives from an Infrastructure Body, Public Body, Educational Body or non-Public Body third party shall be governed by the terms of this Licence;
- 5.2.5 the supply by the Licensee to a third party is to support delivery of or to deliver the Licensee's Core Business;
- 5.2.6 save where both the Licensee and the Sharing Party are licensed for the relevant Licensed Data under this Licence and a PSGA Member Licence, the Licensee shall maintain a written record of:
 - a) the names and addresses of Sharing Parties from whom the Licensee receives or to whom the Licensee supplies Licensed Data;
 - b) the Licensed Data which was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties; and
 - c) when the Licensed Data was received by the Licensee from and/or supplied by the Licensee to the Sharing Parties,

¹ Note that a list of PSGA Members is published on the OS Website.

and the Licensee shall retain the written record until it ceases to use the Licensed Data and no longer retains an archive of it in accordance with Clause 9.4.1(c). Upon the written request of OS the Licensee shall provide a copy of that written record to OS; and

- 5.2.7 subject to Clause 10.1, OS shall have no liability to the Licensee or the Sharing Party in respect of the Licensed Data received from and/or supplied to a Sharing Party.

End User Licensing

- 6.1 The Licensee may supply copies of Licensed Data to Public Sector End Users solely to enable such Public Sector End Users to use the data to respond to, or interact with the Licensee to deliver or support the delivery of the Licensee's Core Business.
- 6.2 Subject to paragraph 6.7, where the Licensee supplies copies of Licensed Data under paragraph 6.1, it shall do so on the terms of the Public Sector End User Licence.
- 6.3 The Public Sector End User Licence shall be entered into by a Public Sector End User prior to accessing the Licensed Data.
- 6.4 In making Licensed Data available under this paragraph 6, the Licensee shall comply with the watermarking obligation in paragraph 11.1.2 b) and shall ensure the Licensed Data includes the Licensee's licence number pre-fixed or suffixed with the letters 'EUL'.
- 6.5 In the event of any infringement or breach of the IPR of OS (or IPR licensed to OS) by any party which OS reasonably believes may have accessed such IPR from the Licensee's End User Licensing, the Licensee will, on request from OS, use its best endeavours to assist OS with investigating, pursuing and/or remedying any such infringement or breach, including, in particular, identifying relevant Internet Protocol addresses, details of what Licensed Data has been supplied, dates of supply, identity of Public Sector End User, the method by which a Public Sector End User Licence was entered into, and terminating any relevant Public Sector End User Licence where requested by OS.
- 6.6 The Licensee agrees:
- 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 the Licensee wishes to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;
- 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 its End User Licensing activities and to report the same to OS, in accordance with any guidelines issued by OS from time to time;
- 6.6.4 to use reasonable endeavours to terminate all Public Sector End User Licences with effect from the date of expiry or termination of this Licence.
- 6.7 Where the Licensee is 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, the Licensee shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:
- 'You are permitted to use this data solely to enable you to respond to, or interact with, the organisation which has provided you with the data. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.'*

INSPIRE End User Licensing

- 7.1 Where the Licensee is required to make available Licensed Data in order to comply with its obligations under the INSPIRE Regulations, it may supply copies of Licensed Data to INSPIRE End Users for the INSPIRE End User Purpose.
- 7.2 Where the Licensee supplies copies of Licensed Data under paragraph 7.1, it shall do so on the terms of the Public Sector End User Licence - INSPIRE.

- 7.3 Save where the Licensed Data is made available by way of an API, the Public Sector 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 the Licensee shall ensure that the Public Sector End User Licence - INSPIRE terms are clearly drawn to the INSPIRE End User's attention prior to being given access to the Licensed Data, by means of a link to the Public Sector 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 End User Licence - INSPIRE. In addition, the Licensee will ensure that a link to the Public Sector 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 an API, and/or (ii) in vector format, the Licensee 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) the Licensee's 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 APIs, the Licensee 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 the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 7 as 'background' or otherwise.
- 7.7 Where the Licensee, under this paragraph 7, makes the Licensed Data available within an API:
- 7.7.1 the url containing the Public Sector End User Licence – INSPIRE must be included within the API metadata, and must also be returned by GetCapabilities; and
- 7.7.2 where practicable, the Licensee shall ensure that the Public Sector 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 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 End User Licence – INSPIRE.
- 7.8 The Licensee's obligation in clause 8.2 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 the Licensee to capture and collect the names and contact details of INSPIRE End Users.

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, the Licensee may provide Licensed Data to Emergency Services who are not licensed to use the same, to the extent required for, and for the purposes only of, Emergency Use.
- 8.2 Where the Licensee has provided Licensed Data to Emergency Services for Emergency Use, the Licensee shall within 60 days of such provision, provide OS with:
- 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 the Licensee for Emergency Use, the Licensee agrees to use its reasonable endeavours to assist OS in procuring that the Emergency Service concerned either destroys the data or returns it to OS and/or the Licensee.

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

- 9.1 The Licensee 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 OS under a Contract (as defined in the Framework Contract (Partners) (the **FC(P)**)) entered into pursuant to the FC(P) for the same area of coverage of the same Licensed Data being supplied;
 - 9.1.2 the Licensee must not charge any licensing or other fees or charges to the third party in relation to the Licensed Data, save for a one-off upfront payment in respect of administration expenses;
 - 9.1.3 the supply must be to support delivery of or to deliver the Licensee's Core Business (and the parties agree that supply of Licensed Data pursuant to this paragraph 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 the Licensee's IPR in the Licensed Data, granted on a worldwide, perpetual, royalty free, irrevocable, non-exclusive basis, and not containing any restrictions, including but not limited to 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, the Licensee may, as an alternative to entering into an FCP with OS and sub-licensing the relevant data to the third party in accordance with the FCP, request in writing that OS license the Licensed Data direct to the third party. Within 30 Working Days of receipt of such request, OS shall use reasonable endeavours to provide a side agreement to the Licensee, between OS, the Licensee and the third party. The Licensee shall arrange signature of the side agreement by the Licensee and the third party, and shall return the side agreement to OS. Following confirmation by OS of receipt of such signed side agreement, the Licensee shall be entitled to supply the relevant Licensed Data to the third party.

10 INSPIRE Relevant Body End User Licensing

- 10.1 INSPIRE Relevant Body End User Licensing is the supply by the Licensee, in accordance with its obligations under the INSPIRE Regulations 2009, of copies of Licensed Data to an INSPIRE Relevant Body End User which has entered into and adheres to the terms of a Public Sector End User Licence – INSPIRE Relevant Body for the INSPIRE Relevant Body End User Purpose.
- 10.2 In making Licensed Data available under this paragraph 10, the Licensee 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 the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be licensed under a Public Sector End User Licence – INSPIRE Relevant Body as 'background' or otherwise.
- 10.4 The Licensee will ensure that all Public Sector End User Licences – INSPIRE Relevant Body are terminated with effect from the date of expiry or termination of this Licence.

11 Licensee's Obligations

- 11.1 In addition to the Licensee's other obligations set out in the Licence, the Licensee shall ensure that:
- 11.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 6 of the Licence) are included on the Licensed Data and on any copies the Licensee or any Public Sector End User or INSPIRE End User produces;
 - 11.1.2 where the Licensee makes 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, the Licensee shall ensure that the phrase 'Use of this data is subject to terms and conditions' is set out (in legible font and in a conspicuous position) on the electronic copy of each mapping image presented on screen, and such phrase provides a clear hyperlink to a copy of the conditions set out in i) to iii) below:
 - i) *'You are granted a non-exclusive, royalty free, revocable licence solely to view the Licensed Data for non-commercial purposes for the period during which [insert name of Licensee] makes it available;*

- ii) *you are not permitted to copy, sub-license, distribute, sell or otherwise make available the Licensed Data to third parties in any form; and*
 - iii) *third party rights to enforce the terms of this licence shall be reserved to Ordnance Survey;*
- b) where the Licensee makes Licensed Data available by way of an API (save where using OS's own APIs, which is covered by c) below), to the extent that the Licensed Data comprises 1:10 000 Scale Raster, OS VectorMap Local, OS MasterMap Integrated Transport Network Layer, OS MasterMap Topography Layer, OS MasterMap Highways Network Layer, OS NGD Topography Data, OS NGD Transport: Transport Network, Land-Line or OSCAR, please see the guidance at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html> as to whether or not a background watermark to identify the source of the Licensed Data must be included. Where a watermark is required, it must appear at least once and cover at least 10% of the map image reproduced. For the avoidance of doubt, no watermarking is required where the Licensee makes Licensed Data available via electronic documents (e.g. a pdf), static internet image (i.e. a 'read only' raster format image which cannot be edited, manipulated, interrogated, geo-referenced or customised in any way or used within any geographical information system or comparable database or software system) or hard copy;
 - c) where the Licensee makes Licensed Data available via OS's own APIs, the Licensee must ensure that the OS API keys and urls which could be used by a third party as an alternative means of direct access to the service are obscured from the client view, so as not to enable such unauthorised access;
 - d) in relation to Licensed Data made available in hard copy form for members of the public to take away, the Licensee shall ensure that the following licence condition is set out in legible font and in a conspicuous position on the hard copy:
'You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form'; and
 - e) 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 d) above shall not apply; and
- 11.1.3 where the Licensee makes Licensed Data available, either under this Appendix 1 or Clause 2.7, by way of an API, the Licensee will comply with the guidance set out at <http://www.os.uk/business-and-government/public-sector/mapping-agreements/wms-and-wfs-guidance.html> and such other guidance as is notified to the Licensee or made available on the OS Website from time to time.

12 Innovation End User Licensing

- 12.1 The Licensee is permitted to license Licensed Data to third parties, provided that:
- 12.1.1 where the Licensee makes available Licensed Data under this paragraph 12, it shall do so on the terms of the Public Sector Innovation Licence;
 - 12.1.2 prior to making available Licensed Data to any third party under the Public Sector Innovation Licence, the Licensee will obtain (and retain records of) the names, addresses and email addresses of such third parties, together with the date of supply and details of the relevant Licensed Data;
 - 12.1.3 in making Licensed Data available under this paragraph 12, the Licensee shall comply with the acknowledgement and watermarking obligations in paragraphs 11.1.1 and 11.1.2 b);
 - 12.1.4 any Licensed Data made available under this paragraph 12 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;
 - 12.1.5 the Licensee will monitor its Innovation End User Licensing activities and report the same to OS, in accordance with reasonable guidelines issued by OS from time to time; and
 - 12.1.6 to the extent that any Licensed Data includes Royal Mail Data, the terms of Appendix 3 will apply.
- 12.2 As stated in paragraph 2.3 above, in this paragraph 12, references to Licensed Data are limited to Data created by the Licensee using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be licensed under a Public Sector Innovation Licence, as 'background' or otherwise.

13 Competing Activities and Commercial Activities

- 13.1 Nothing in this Appendix permits the Licensee or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 13.2 Where OS reasonably considers that the Licensee's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, OS may take such steps as it reasonably considers are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 13.3 below and/or suspending the licence granted under this Licence to the minimum extent necessary to prevent the Competing Activity or Commercial Activity. Where there is any dispute as to the existence of a Competing Activity, the decision of the Chief Executive of OS as to the existence of a Competing Activity shall be final and conclusive.
- 13.3 Where the Licensee's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Licensee shall either:
- 13.3.1 enter into a separate appropriate licence; or
 - 13.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to the reasonable satisfaction of OS.
- 13.4 The Licensee shall indemnify OS against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by OS in relation to any breach or alleged breach by OS of competition law to the extent such loss results from the Licensee's breach of paragraph 13. Nothing in this Licence shall limit or exclude the Licensee's liability to OS under this indemnity.

14 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 <https://www.ordnancesurvey.co.uk/documents/licensing/copy-maps-public-libraries.pdf>.

Appendix 2 Licensed Data

Part A – Licensed Data

From the Commencement Date, Licensees that were previously licensed under the One Scotland Licence or PSMA Member Licence will continue to be licensed for (and have access to) the same datasets, and with the same coverage, as under their One Scotland Licence or PSMA Member Licence, as applicable. With effect from a date to be notified to the Licensee by OS (the “Alignment Date”), which will be no later than 1 July 2020, such Licensees will be licensed for full coverage of the relevant datasets. (In relation to any Licensee that was not previously licensed under either a PSMA Member Licence or a One Scotland Licence, where such Licensee’s geographic remit is (i) wholly or mainly in Scotland it will be entitled to the same datasets and with the same coverage as if it had been previously licensed under the One Scotland Licence, and (ii) not wholly or mainly in Scotland, it will be entitled to the same datasets and with the same coverage as if it had been previously licensed under the PSMA Member Licence.)

OS MasterMap® Topography Layer

OS MasterMap® Sites Layer

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

OS MasterMap® Highways Road Network

OS MasterMap® Highways Road Network with Routing and Asset Management Information

OS MasterMap® Highways Path Network

OS Detailed Path Network⁴

OS MasterMap® Water Network Layer⁷

OS MasterMap® GreenSpace

ADDRESS-POINT®^{2 + 3}

OS MasterMap® Address Layer^{2 + 3}

OS MasterMap® Address Layer 2^{2 + 3}

National Land and Property Gazetteer^{2 + 3 + 8}

AddressBase®²

AddressBase® Plus²

AddressBase® Premium²

AddressBase® Core^{2 + 4}

AddressBase® Plus Islands^{2 + 4 + 5}

AddressBase® Premium Islands^{2 + 4 + 5}

² 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.

³ ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer are subject to the specific terms set out in Part B below.

⁴ These datasets will only be licensed and available from a date to be notified by OS to the Licensee, which will be no later than 1 July 2020.

⁵ Additional terms may apply in relation to the externalisation of these datasets, and copyright/database rights acknowledgements, where required by third party suppliers.

⁶ This dataset will not be available from the Commencement Date, but will be made available no later than 31 March 2023.

⁷ From the Commencement Date, this dataset will only be available to Licensees who were previously licensed under the One Scotland Licence, and for coverage of Scotland only. From a date to be notified by OS to the Licensee (which will be no later than 1 July 2020), this dataset will be available to all Members, with full GB coverage.

⁸ Following the withdrawal of the National Land and Property Gazetteer on 31 October 2014, various public sector bodies were licensed to continue to receive daily, weekly or monthly updates, in DTF format, of certain elements of AddressBase Premium which were equivalent to the National Land and Property Gazetteer data received prior to such date; this is known as the AddressBase Incremental Change Service, and this service remains available to those same bodies.

1:10 000 Scale Raster
OS VectorMap® Local
1:25 000 Scale Colour Raster
1:50 000 Scale Colour Raster
Code-Point®
Code-Point® with polygons
OS Emergency Services Gazetteer⁶
Land-Line® Data
OSCAR® Data

In addition, as of a date (expected to be on or around 29 September 2022) to be determined by OS and notified to the Licensee via the OS Website (the **NGD Go-Live Data**⁹):

OS NGD Address^{2,10}
OS NGD Administrative and Statistical Units¹¹
OS NGD Buildings
OS NGD Geographical Names
OS NGD Land
OS NGD Land Use
OS NGD Structures
OS NGD Transport
OS NGD Water

Part B – Dataset specific terms

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

1 Land-Line Data

- 1.1 **Land-Line Data** means OS Data known as Land-Line and Land-Line.Plus® limited to the Licensee's existing holdings of Land-Line and/or Land-Line.Plus.
- 1.2 No Land-Line Data (including but not limited to, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.
- 1.3 There is no Specification for Land-Line Data.
- 1.4 Land-Line Data is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 10.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of Land-Line Data or as a result of OS not supplying or updating Land-Line Data. This paragraph shall survive the termination or expiry of this Licence.
- 1.5 In relation to Public Data Sharing of Land-Line Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive Land-Line Data to and from the Sharing Party where, in the case of
 - 1.5.1 supply by the Licensee, the Sharing Party, and
 - 1.5.2 receipt by the Licensee, the Licensee,

⁹ It is possible that the OS NGD Datasets listed below will not all be made available on the same date, in which case there will be more than one NGD Go-Live Date; in this eventuality, this will be made clear on the OS Website.

¹⁰ This Dataset is subject to the specific terms set out in Part B below.

¹¹ Note that the Boundaries collection within this Theme is licensed under the OGL, rather than this Licence.

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

2 OSCAR Data

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

2.2 No OSCAR Data (including but not limited to, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.

2.3 There is no Specification for OSCAR Data.

2.4 OSCAR Data is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 10.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of OSCAR Data or as a result of OS not supplying or updating OSCAR Data. This paragraph shall survive the termination or expiry of this Licence.

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

2.5.1 supply by the Licensee, the Sharing Party, and

2.5.2 receipt by the Licensee, the Licensee,

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

3 1:10 000 Scale Raster Data

3.1 1:10 000 Scale Raster Data means OS Data known as 1:10 000 Scale Raster limited to the Licensee's holdings of 1:10 000 Scale Raster.

3.2 No 1:10 000 Scale Raster Data (including but not limited to, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.

3.3 There is no Specification for 1:10 000 Scale Raster Data.

3.4 1:10 000 Scale Raster Data is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 10.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of 1:10 000 Scale Raster Data or as a result of OS not supplying or updating 1:10 000 Scale Raster Data. This paragraph shall survive the termination or expiry of this Licence.

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

3.5.1 supply by the Licensee, the Sharing Party, and

3.5.2 receipt by the Licensee, the Licensee,

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

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

4.1 ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer will be deemed to mean the Licensee's holdings of the respective dataset.

4.2 No ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 or National Land and Property Gazetteer (including but not limited to, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.

4.3 There is no Specification for ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 and the National Land and Property Gazetteer.

4.4 ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data and National Land and Property Gazetteer Data are withdrawn products which are no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 10.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data or as a result of OS not supplying or updating any of such datasets. This paragraph shall survive the termination or expiry of this Licence.

4.5 In relation to Public Data Sharing of ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive ADDRESS-POINT Data, OS MasterMap Address Layer Data, OS MasterMap Address Layer 2 Data or National Land and Property Gazetteer Data, respectively, to and from the Sharing Party where, in the case of

4.5.1 supply by the Licensee, the Sharing Party, and

4.5.2 receipt by the Licensee, the Licensee,

is licensed for Business Use, Public Sector Use or Educational Use for the same area of coverage of any of the AddressBase Datasets as the ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2 or National Land and Property Gazetteer Data being supplied or received.

5 OS MasterMap Integrated Transport Network Layer

5.1 OS MasterMap Integrated Transport Network Layer will be deemed to mean the Licensee's holdings of such dataset.

5.2 No OS MasterMap Integrated Transport Network Layer (including but not limited to, for the avoidance of doubt, Updates thereto) will be supplied or delivered by OS.

5.3 There is no Specification for OS MasterMap Integrated Transport Network Layer.

5.4 OS MasterMap Integrated Transport Network Layer is a withdrawn product which is no longer maintained by OS and, for the avoidance of doubt, OS gives no warranty in respect of such data. Subject to Clause 10.1, OS shall have no liability for any loss or damages suffered by the Licensee as a result of any use, loss, deletion or destruction of OS MasterMap Integrated Transport Network Layer, or as a result of OS not supplying or updating any of such datasets. This paragraph shall survive the termination or expiry of this Licence.

5.5 In relation to Public Data Sharing of OS MasterMap Integrated Transport Network Layer under paragraph 5 of Appendix 1, paragraph 5.2.2 of Appendix 1 shall be varied such that the Licensee shall be entitled to supply and receive OS MasterMap Integrated Transport Network Layer, to and from the Sharing Party where, in the case of:

5.5.1 supply by the Licensee, the Sharing Party, and

5.5.2 receipt by the Licensee, the Licensee,

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

6 AddressBase Plus Islands and AddressBase Premium Islands and OSG NGD Address

6.1 AddressBase Plus Islands and AddressBase Premium Islands and OS NGD Address include data that has originated from Ordnance Survey of Northern Ireland, Isle of Man, States of Guernsey and States of Jersey and therefore, in addition to the obligations set out in clause 6, the Licensee shall include the following acknowledgements:

Ordnance Survey of Northern Ireland

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Isle of Man

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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:

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

Part B – Royal Mail Terms

1 General

1.1 The Addressing Datasets include Royal Mail's PAF Data (and OS MasterMap Address Layer 2 included Royal Mail's Multiple Residence Data (**MR Data**)). Subject to paragraph 2 below, the terms which govern the Licensee's use of PAF Data (or any MR Data) contained in the Addressing Datasets are those set out in the Licensee's PSL, save to the extent varied by this Licence. In the event of any conflict between the Licensee's PSL and this Licence, this Licence will take precedence.

2 The Licensee is only entitled to use Addressing Datasets to the extent it has entered into a PSL. If the Licensee's PSL terminates or expires, the Licensee's licence to use the Addressing Datasets under this Licence will terminate immediately.

Licensed Use and Ancillary Rights

3 The Licensee's Licensed Use of the PAF Data (and, for the purposes of this paragraph 3, PAF Data will include any MR Data) within Addressing Datasets will be the same as set out in Appendix 1 of this Licence, with the following exceptions:

3.1 in relation to the End User Licensing provisions, INSPIRE End User Licensing provisions, Innovation End User Licensing provisions and the Pre-approved Supply to Licensed Third Party provisions, the Licensee may only make PAF Data available under such provisions where the PAF Data comprises Cleansed Data;

3.2 in relation to the Public Sector Data Sharing provisions, the Licensee may only share PAF Data under such provisions where:

a) it is Cleansed Data; or

b) in relation to Created Data, the Sharing Party is a Member or a PSGA Member which is a party to a PSL, and the Licensee has obtained written confirmation from the Sharing Party that it has entered into a PSL. The Licensee's right to share Created Data with such Sharing Parties ceases in the event that the Sharing Party ceases to be bound by the PSL.

3.3 in relation to public viewing provisions (see paragraph 4.2.7 of Appendix 1):

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