

OS Channel Partner Programme Terms

These terms and conditions (including the Addendum and each Appendix to the Addendum) (these **Terms**) sets out the terms on which Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**we, us, our, OS**) makes the OS Channel Partner Programme available to its licensed partners including you, the person or entity entering into these Terms in accordance with its terms (**you, your**).

YOUR ENTRY INTO THESE TERMS IS COMPLETELY VOLUNTARY AND IF YOU DECIDE NOT TO ENTER INTO THESE TERMS, NONE OF YOUR RIGHTS OR OBLIGATIONS UNDER THE MAIN TERMS SHALL BE AFFECTED IN ANY WAY WHATSOEVER.

1 Preconditions

1.1 Your entry into these Terms is subject to the following:

- 1.1.1 your acceptance of these Terms by way of, and in accordance with, the ‘click to accept’ process we make available to you;
- 1.1.2 at the time of such entry, you being party to a current Framework Contract (Partners) and one or more Partner Contract thereunder (the **Main Agreement**);
- 1.1.3 your prior compliance in all respects with the terms of the Main Agreement (in particular, but without limitation, with regards to the payment of royalties and compliance with the OS Branding Guidelines (as defined below)); and
- 1.1.4 where applicable in accordance with these Terms, your acceptance of your Tier allocation (where **Tier** means, as applicable, the Associate Tier, Premium Tier and Strategic Tier described in paragraphs 3 and 4 below).

2 These Terms

- 2.1 In consideration of the mutual covenants contained in these Terms, and subject to paragraph 1 and to you fulfilling the applicable qualifying criteria set out in paragraph 3 to our satisfaction, we shall endeavour to provide you with those benefits applicable to you as set out in paragraph 4.
- 2.2 The OS Channel Partner Programme is **voluntary** and therefore it is not mandatory to accept these Terms in order to be a licensed partner under any of the Main Agreements.
- 2.3 Nothing in these Terms, or the non-acceptance of these Terms, is intended to affect any terms of the Main Agreement (including, without limitation, with regards to the payment and amount of royalties and terms relating to the then current branding guidelines available on the OS website (the **OS Branding Guidelines**)).
- 2.4 In the event of conflict between these Terms and the terms of the Main Agreement, the terms of the Main Agreement shall prevail.

3 Qualifying criteria for each Tier

3.1 The qualifying criteria for each Tier are shown below. In accordance with this paragraph 3, not all criteria applicable to a particular Tier are required to be met in order for you to be able to qualify for such Tier.

Criteria	Description	Category	Tier
Programme Level Revenue	Achievement of required annual revenue targets under the Main Agreement during the any of the previous two contract year (where applicable).	Revenue	Revenue target of: <ul style="list-style-type: none"> • >£400,000 for the Strategic Tier • >£100,000 for the Premium Tier • No set requirement for Associate Tier

Valid Website	Your website must feature either: <ul style="list-style-type: none"> • OS products; and/or • products that you have developed with the benefit of OS products. 	Engagement	All
Active Transactions	Incurred an OS royalty under the Main Agreement in the preceding contract year (where applicable).	Engagement	All
Sales and Marketing Activity	At least one sales and/or marketing campaign relating to OS data agreed with an OS Channel Sales Manager (CSM) or an OS Senior Channel Marketing Manager, such campaign to take place in the forthcoming contract year.	Engagement	Strategic Tier Premium Tier
Joint Business Plan and Quarterly Business Review	Completion of a joint business plan, approved by OS CSMs, to be reviewed / refreshed quarterly.	Engagement	Strategic Tier Premium Tier
Basic Level Sales Training	Have staff within your organisation that have completed any recommended basic level sales training from the Enablement Scheme or have previously accessed basic level sales training from OS.	People	Associate Tier
OS Product Champions	Your organisation needs to have a named individual acting as an 'OS Product Champion' who is actively driving OS products sales and is the 'go to' person for OS within your organisation.	People	Strategic Tier Premium Tier
Technical Training	Have staff within your organisation that have completed any recommended technical training from the Enablement Scheme or have previously accessed technical training from OS.	People	<ul style="list-style-type: none"> • Strategic Tier – at least two named individuals • Premium Tier – at least one named individual
OS Product Training	Have OS product trained salespeople within your organisation that have completed any recommended product training from the Enablement Scheme or have previously accessed product training from OS.	People	<ul style="list-style-type: none"> • Strategic Tier – at least two named individuals. • Premium Tier – at least one named individual
Strategic Value	Can provide evidence of: <ul style="list-style-type: none"> • promoting OS data into commercial markets / PSGA members; and/or • enabling OS data use into key markets; and/or • being seen as market experts. 	Strategic	Strategic Tier Premium Tier

3.2 Your Tier allocation will be reviewed by us on an ongoing basis. We will give you a minimum notice period of 3 months of any changes in your Tier status provided that any such changes shall be subject to agreement between you and us. If you and we fail to come to such agreement, your participation in the OS Channel Partner Programme shall be deemed to be terminated with immediate effect as from the expiry of the notice period given to you in accordance with this paragraph.

3.3 To qualify for the **Associate Tier**, you must meet each of the following criteria (as applicable as per table above):

- Valid Website.
- Active Transactions.

- Basic Level Sales Training.

3.4 To qualify for the **Premium Tier**, you must meet all the applicable Associate Tier requirements as well as a minimum of two of the following category requirements:

Revenue

- Programme Level Revenue (at least £100,000 in either of the previous two contract years).

Engagement

- Sales and Marketing Activity.
- Joint Business Plan and Quarterly Business Review.

People

- OS Product Champions.
- Technical Training (at least one named individual).
- OS Product Training (at least one named individual).

Strategic

- Strategic Value.

3.5 To qualify for the **Strategic Tier**, you must meet all the applicable Associate Tier and Premium Tier requirements as well as:

3.5.1 the following revenue requirement:

- Programme Level Revenue (at least £400,000 in either of the previous two contract years); and

3.5.2 at least one of following category requirements:

People

- Technical Training (at least two named individuals)
- OS Product Training (at least two named individuals)

Strategic

- Strategic Value

3.6 The above is summarised in the table below:

		Strategic	Premium	Associate
Revenue	Programme Level Revenue	>£400,000	>£100,000	
Engagement	Valid Website	All Tiers		
	Active Transactions	All Tiers		
	Sales and Marketing Activity	Y	Y	
	Joint Business Plan and Quarterly Business Review	Y	Y	
People	Basic Level Sales Training			Y
	OS Product Champions	Y	Y	
	OS Product Training	2	1	
	Technical Training	2	1	
Strategic	Strategic Value	Y	Y	

4 Tier Benefits

4.1 OS shall endeavour to deliver each of the following benefits subject to the applicable Tiering:

4.1.1 **Associate Tier Benefits** which comprise the following (subject to availability of the applicable module(s) referred to below):

Associate Tier Benefits	Description
Access to the Enablement Scheme; modules 1+2+4	Formal technical and sales training programmes to support partner lifecycle. Enablement Scheme modules: 1. 'Onboard and Discover' 2. 'Delivery and Deep Dive' 4. Ongoing knowledge transfer
Access to the Insight Scheme	Connecting Associate Tier members to OS resources to support with innovation, product development and testing.
Access to OS campaign collateral	

4.1.2 **Premium Tier Benefits** which comprise all the benefits available under the Associate Tier together with the following (subject to availability of the applicable Module):

Premium Tier Benefits	Description
Access to the Enablement Scheme; module 3	Enablement Scheme modules: 3. 'Advanced' and 'bespoke' sales and OS product training.
Dedicated OS account managers	Premium Tier Members will be allocated a dedicated account manager.
Dedicated technical support	We will work closely with the OS Consultancy and Technical Services (C&TS) team to provide technical support and consultancy to partners.
Case Studies	Premium Tier Members will have the ability to request. Approval is not guaranteed.
Social media promotion	Premium Tier Members will have the ability to request. Approval is not guaranteed.
Use of OS HQ for events	Premium Tier Members will have the ability to request. Facilities/room only is free of charge, additional fees (e.g. for catering) may apply. Approval is not guaranteed.
Use of OS sales resources for events	Premium Tier Members will have the ability to request. Approval is not guaranteed.
Presales Support	Premium Tier Members will have the ability to request presales support. Approval is not guaranteed.
Partner led campaign collateral	

4.1.3 **Strategic Tier Benefits** which comprise all the benefits available under the Associate Tier and the Premium Tier together with the following (subject to availability of the applicable Module):

Strategic Tier Benefits	Description
Marketing support/co-funding	Strategic Tier Members will be able to apply for co-op funding for campaigns. Allocation of funds is not guaranteed.
Scheduled access to OS Board Members	Strategic Tier Members may be, but are not guaranteed to be, invited to group and individual meetings with one or more OS Board Members.

5 Tier allocation and registration

5.1 If you are a Programme Launch Partner (where **Programme Launch Partner** means a person that is a licensed partner as at the date of the launch of the OS Channel Partner Programme), you will be initially allocated a proposed Tier prior to the launch of the OS Channel Partner Programme. In such an event, OS will invite you to review and confirm this allocation, with an opportunity for discussion if required. Once your Tier allocation has been agreed, it will remain set subject to annual review of such allocation in accordance with paragraph 3.2.

5.2 If you are not a Programme Launch Partner and / or wish to register for the OS Channel Partner Programme after its launch, you will need to provide evidence for your required Tier against the list of Tier requirements through a formal discussion with the OS CSM.

6 Suspension and termination

6.1 We may terminate these Terms on at least 3 months' written notice.

6.2 Any event that would allow us to suspend or terminate your Main Agreement will entitle us to either suspend your access to the OS Channel Partner Programme or (as the case may be) terminate these Terms with immediate effect.

6.3 If the Main Agreement terminates or expires then these Terms will terminate with immediate effect.

6.4 To be clear, on termination or suspension of these Terms, all benefits provided to you under the OS Channel Partner Programme (including any right to use any OS branding in connection with the OS Channel Partner Programme) shall be suspended or (as the case may be) terminated with immediate effect.

7 Variation

7.1 We can vary these Terms on at least 3 months' written notice.

8 Intellectual Property Rights

8.1 Any branding materials provided to you in connection with these Terms are subject to the provisions of the Main Agreement relating to intellectual property rights.

9 Confidentiality

9.1 To be clear, the provisions in the Main Agreement relating to confidential information shall apply to these Terms.

9.2 Further to the above, and to be clear, the parties may agree for us to publish your Tiering on the OS Partner Portal, and OS shall not disclose this information in any other way unless you agree otherwise.

10 Notices

10.1 The provisions in the Main Agreement relating to the delivery and receipt of notices shall apply to these Terms.

11 Disputes, governing law and jurisdiction

11.1 Any disputes or disagreements relating to these Terms will be resolved as follows:

11.1.1 by discussion between the OS CSM and your nominated contact in relation to these Terms;

11.1.2 if no agreement is reached within 10 business days, the dispute shall be escalated for resolution to OS's Managing Director for National Mapping Services and a director (or equivalent) of your organisation; and

11.1.3 if no agreement is reached within a total of 30 business days after the first request for a discussion referred to in paragraph 11.1.1, the dispute may be referred to the English courts.

11.2 These Terms will be governed by and construed in accordance with English law and the parties to these Terms submit to the exclusive jurisdiction of the English courts.

The Addendum

Channel Market Development Fund

1 Definitions

Agreed Activities

means any external marketing campaign and / or sales initiative relating to products and / or services to be performed jointly by the parties under the Main Agreement. Such activities:

- a) must be approved by OS under paragraph 4.2;
- b) shall include, but are not limited to, the following:
 - i) events, including conferences and / or trade shows;
 - ii) promotional merchandise;
 - iii) advertising;
 - iv) telemarketing campaigns;
 - v) partner training; and / or
 - vi) webinars;
- c) shall exclude any Excluded Activities; and
- d) must align with the OS Branding Guidelines.

For clarity, at least 50% of all Agreed Activities must be dedicated to promoting our products. means:

Excluded Activities

- a) any travel, entertainment or any other personal expenses incurred by any person; and / or
- b) any non-marketing related expenses including, without limitation, capital expenses or the normal cost of business.

MDF Amount

means, in respect of any MDF Claim Form and subject to the terms of this Addendum, an amount equal to up to 50% of the value of any Agreed Activities specified in such MDF Claim Form.

MDF Claim Form

means a duly completed request, substantially in the form set out in Appendix 1 of this Addendum, for the payment of the MDF Amount for the Agreed Activities referred to in such request.

MDF Criteria

means our criteria for approving requests for payment of the MDF Amount contained in any MDF Claim Form as we may publish on our website (as amended from time to time) at <https://www.ordnancesurvey.co.uk/documents/partners-secure/MDF-evaluation-criteria.pdf>.

MDF Programme

means the Channel Market Development Fund, being a programme pursuant to which we make available a resource to members of the OS Channel Partner Programme whereby we will, subject to the terms of this Addendum, support Agreed Activities by making funding available of up to the MDF Amount.

MDF Request Form

means a duly completed request from you for the activities specified in such form to qualify for funding under the MDF Programme as Agreed Activities, such request being substantially in the form set out in the following link(s) (as amended from time to time):

- a) if you are an Associate Tier member: <https://www.ordnancesurvey.co.uk/partner-portal/partner-programme/marketing/market-development-fund/mdf-associate-application>; and

- b) if you are a Premium Tier member or a Strategic Tier member:
<https://www.ordnancesurvey.co.uk/partner-portal/partner-programme/marketing/market-development-fund/mdf-application>.

OS Branding Guidelines

means the branding guidelines that we make available on our website (as amended from time to time) at https://brandguide.os.uk/co-branding?&_ga=2.231416095.1861204694.1693910538-1094415272.1692778912#/co-branding-guidelines-for-licensed-partners-1.

2 The MDF Programme

- 2.1 This Addendum sets out the terms upon which we make funding under the MDF Programme available to you.

3 Obligations with regards to the MDF Programme

- 3.1 Both parties shall use commercially reasonable efforts to perform their respective obligations in order to deliver the Agreed Activities in accordance with the applicable Request.
- 3.2 All Agreed Activities must be completed within one year of us approving such Agreed Activities in accordance with paragraph 4.2.

4 Approval of Agreed Activities

- 4.1 If you wish to for any activity to qualify for funding under the MDF Programme as an Agreed Activity, you must first submit to us an MDF Request Form.
- 4.2 We shall, following our receipt of a MDF Request Form, review such MDF Claim Form and by no later than 10 working days following such receipt notify you as to whether or not (at our sole discretion) each of the proposed activities specified in such MDF Request Form meet the applicable MDF Criteria and are therefore (to the extent such activities do meet the MDF Criteria in accordance with his paragraph 4.2 and subject to paragraph 4.3) approved by us as being Agreed Activities.
- 4.3 You agree to us conducting further credit checks on you following any approval given by us under paragraph 4.2 and, to be clear, any such approval is subject to you passing such credit checks.

5 Payment of the MDF Amount

- 5.1 If you wish to receive payment from us of any of the MDF Amount in respect of any Agreed Activities then, subject to the terms of this Addendum, within 30 days of completion of the Agreed Activity, you shall provide to us (via your account manager):
- 5.1.1 an MDF Claim Form relating to that Agreed Activity; and
- 5.1.2 copies of all paid invoices issued to you in respect of such Agreed Activity.
- 5.2 Promptly following receipt of the MDF Claim Form we shall:
- 5.2.1 calculate the MDF Amount due to you based on the information provided in such MDF Claim Form; and
- 5.2.2 notify you of the calculated MDF Amount; and
- 5.2.3 provide to you a purchase order of the value of the MDF Amount notified to you under paragraph 5.2.2.
- 5.3 Within 30 days of your receipt of the purchase order provided to you under paragraph 5.2.3, you shall provide to us an invoice for the MDF Amount specified within such purchase order. Subject to our receipt of such invoice, we shall pay to you the MDF Amount specified in such invoice within 30 days of the invoice date.

6 Uses of the MDF Amount

- 6.1 You may only use the MDF Amount towards the payment of invoices for Agreed Activities.
- 6.2 To be clear:
- 6.2.1 none of the MDF Amount may be used for any Excluded Activities; and

6.2.2 our agreement to fund any Agreed Activity does not create any direct obligation to directly pay any provider(s) of such Agreed Activity.

7 Audit

- 7.1 You shall maintain accurate and complete records related to all Agreed Activities. You shall promptly provide evidence of your compliance with this Addendum if we so request.
- 7.2 We shall have the right to exercise our audit rights under the Main Agreement to verify your utilisation of any MDF Amount paid to you under this Addendum.

8 Suspension / Termination

- 8.1 We shall have the right to suspend or terminate your rights under this Addendum in the event that either you breach the terms of this Addendum or any event occurs that would allow us to suspend or terminate your Main Agreement.

Appendix

MDF Claim Form

To: Ordnance Survey Limited (OS)

From: [name] (the Company)

Date: [Date]

Details of Agreed Activity	Run Date	Final Cost
Total Final Cost		

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Partner Signature