

DATED March 31, 2020 | 21:38 BST 20

(1) CABINET OFFICE

and

(2) ORDNANCE SURVEY LIMITED

AGREEMENT

relating to

Public Sector Geospatial Agreement



Government Legal Department

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THIS AGREEMENT is made on March 31, 2020 | 21:38 BST

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BETWEEN:

- (1) **THE MINISTER FOR THE CABINET OFFICE AS PART OF THE CROWN**, acting through an expert committee of the **CABINET OFFICE, THE GEOSPATIAL COMMISSION**, having its primary place of business at 100 Parliament Street, London SW1A 2HQ (the “**Authority**”); and
- (2) **ORDNANCE SURVEY LIMITED** a company registered in England and Wales under company number 09121572 whose registered office is at Explorer House, Adanac Drive, Nursling, Southampton, Hampshire, SO16 0AS (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

INTRODUCTION

- (A) The Authority is an impartial expert committee within the Cabinet Office, whose establishment was announced by Government in November 2017, and which has the aim of maximising the value of all UK government data linked to location, and to create jobs and growth in a modern economy. The Authority is the policy owner of the Public Task.
- (B) The Supplier acts as Great Britain’s national mapping service provider, and creates, maintains and disseminates consistent, definitive and authoritative geospatial and cartographic data and products of Great Britain in the national interest. The Supplier is one of six partner bodies of the Authority, which work together with each other and the Authority to help deliver the geospatial strategy of the UK. With effect from 1 April 2015, the Supplier has operated as a Government owned limited company, the entire issued share capital of which is held by the Secretary of State for Business, Energy & Industrial Strategy.
- (C) The Supplier and the Authority acknowledge that the Agreement not only replaces the PSMA and the OS OpenData Agreement and is intended to replace the OSMA, it also provides a new framework to define, govern and ensure delivery of the Public Task by the Supplier, reflecting the requirements of the public sector user base and Government’s requirements of the Supplier as the national mapping service provider to contribute to the economy.
- (D) The Parties expressly acknowledge that the public sector and the wider economy benefit from a broad range of value-added services and specialised data provided by the private sector. Public sector customers will continue to require these services so it is important that this market is encouraged to thrive. The Parties’ intention is that the Agreement will also provide a platform on which private sector suppliers can build their products, solutions and services in order to help the public sector achieve its strategic objectives.
- (E) This Agreement sets out the terms under which the Authority appoints the Supplier, and the Supplier agrees, to undertake work and services in accordance with the Agreement.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) any reference in this Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (f) the words “**including**”, “**other**”, “**in particular**”, “**for example**” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (g) references to “**writing**” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a recordable visible form, and expressions referring to writing shall be construed accordingly;
- (h) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (i) unless otherwise provided, references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and
- (j) references to this Agreement are references to this Agreement as amended from time to time.

- 1.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Agreement with a reference to the replacement hyperlink.
- 1.4 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Clauses and Schedule 1 (*Definitions*);
 - (b) Schedules 2.1 (*Services Description*) and 2.2 (*Performance Levels*) and their Annexes; and
 - (c) any other Schedules and their Annexes.
- 1.5 The Schedules and their Annexes form part of this Agreement.
- 1.6 In entering into this Agreement the Authority is acting as part of the Crown.

2 DUE DILIGENCE

- 2.1 The Supplier acknowledges that it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:
- (a) the Authority Requirements;
 - (b) the suitability of the Supplier's existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future operating environment requirements; and
 - (c) the operating processes and procedures and the working methods of the Authority.
- 2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any misinterpretation of the Authority Requirements.

3 WARRANTIES

- 3.1 The Authority represents and warrants that:
- (a) it has full capacity and authority to enter into and to perform this Agreement;
 - (b) this Agreement is executed by its duly authorised representative;
 - (c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement; and
 - (d) its obligations under this Agreement constitute its legal, valid and binding

obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).

3.2 The Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Agreement;
- (c) this Agreement is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
- (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Agreement;
- (f) its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- (h) all written statements and representations in any written submissions made by the Supplier within the 12 calendar months preceding the Effective Date and relating to the subject matter of this Agreement as part of the negotiation and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to the Authority in writing prior to the date of this Agreement;
- (i) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- (j) the Supplier has all necessary rights in and to the Third Party IPRs, the Supplier IPRs and any Deliverables or other materials made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by the Authority or, to the extent it does

not have all such necessary rights, the Supplier shall seek to procure and shall procure such rights;

- (k) Not Used;
 - (l) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
 - (m) save as disclosed by the Supplier and acknowledged by the Authority prior to the giving of these representations and warranties no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - (n) Not Used.
- 3.3 The representations and warranties set out in Clause 3.2 shall be deemed to be repeated by the Supplier on the Effective Date (if later than the date of signature of this Agreement) by reference to the facts then existing.
- 3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and save as disclosed by Schedule 14 (*Disclosure Items*) shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B - THE SERVICES

4 TERM

4.1 This Agreement shall:

- (a) come into force on the Effective Date, save for Clauses 1 (*Definitions and Interpretation*), 3 (*Warranties*), 4 (*Term*), 11 (*Governance*), 13 (*Change*), 21 (*Confidentiality*), 22 (*Transparency and Freedom of Information*), 24 (*Publicity and Branding*), 25 (*Limitations on Liability*), 37 (*Waiver and Cumulative Remedies*), 38 (*Relationship of the Parties*), 40 (*Severance*), 42 (*Entire Agreement*), 43 (*Third Party Rights*), 44 (*Notices*), 45 (*Disputes*) and 46 (*Governing Law and Jurisdiction*), which shall be binding and enforceable as between the Parties from the date of signature; and
- (b) unless terminated at an earlier date by operation of Law or in accordance with Clause 33 (*Termination Rights*), terminate on expiry of the Term.

4.2 The Parties agree that this Agreement replaces the PSMA, and is anticipated to replace the OSMA, as described in Paragraphs 4.3 to 4.6 below. The Parties agree that:

- (a) the PSMA will terminate on 31 March 2020 in accordance with the separate termination agreement agreed between the Parties;
- (b) the OS OpenData Agreement will expire on 31 March 2020; and
- (c) the Greenspace Scotland Agreement will terminate on 31 March 2020.

4.3 It is the intention of Scottish Government and the Authority for this Agreement to replace the OSMA, and govern the provision of the Member Services to the Scottish public sector. As such, this Agreement contains a number of provisions relating to the provision of Member Services to the Scottish public sector (the “**Scottish Provisions**”).

4.4 The Authority and Scottish Government intend to enter into a Memorandum of Understanding relating to the Scottish public sector being within the scope of the Agreement (the “**Memorandum of Understanding**”). This Memorandum of Understanding will set out a range of elements, including the financial arrangements (between Scottish Government and the Authority) for meeting the costs associated with the inclusion of the Scottish public sector within this Agreement, as well as the governance arrangements necessary to ensure that the Scottish public sector is appropriately represented within the decision making processes of the Agreement. Scottish Government and the Authority are aiming to have agreed the Memorandum of Understanding no later than 15 May 2020.

4.5 The Parties agree that the Scottish Provisions will not be effective pending the agreement of the Memorandum of Understanding. During such period, the OSMA will remain in force, and will govern the access to and licensing of the Supplier’s data by, and provision of support to, the Scottish public sector, with the Supplier being obliged to continue to meet its obligations under OSMA (including in relation to the OSMA Member Licences), rather than its obligations contained in the Scottish Provisions.

4.6 Where the Authority and Scottish Government notify the Supplier in writing, on or

prior to 15 May 2020, that they have agreed the Memorandum of Understanding, the Scottish provisions will become effective on the second Working Day following such notification. Where the Authority has not notified the Supplier in writing that it has agreed the Memorandum of Understanding on or prior to 15 May 2020, or where the Authority notifies the Supplier in writing prior to such date that it no longer intends to reach such agreement, the consequences will be dealt with via Schedule 8.2 (Change Control Procedure).

- 4.7 The Parties have agreed that the Supplier will provide some of the Year Zero Services as commissioned by the Authority before the Effective Date and the provisions of Schedule 13 (Year Zero Services) shall govern the provision, standard and payment of the Year Zero Services. Following the Effective Date the Year Zero Services shall be treated as Services to be provided pursuant to the terms of this Agreement.

5 SERVICES

Standard of Services

- 5.1 The Supplier shall provide the Services from and including the Effective Date unless another commencement date is specified in the Outline Delivery Plan and/or Schedule 2.1 (*Services Description*) in respect of a particular Service, which shall be the date for commencement of that Service if so specified.
- 5.2 The Supplier shall ensure that the Services:
- (a) comply in all respects with the Services Description; and
 - (b) are supplied in accordance with the provisions of this Agreement.
- 5.3 The Supplier shall:
- (a) perform its obligations under this Agreement, including in relation to the supply of the Services, in accordance with:
 - (i) all applicable Law;
 - (ii) Good Industry Practice;
 - (iii) the Standards;
 - (iv) the Baseline Security Requirements;
 - (v) the Quality Plan; and
 - (vi) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(v); and
 - (b) deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.
- 5.4 In the event that the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(v), the Supplier shall immediately notify the Authority Representative in writing of such inconsistency and the Authority

Representative shall, as soon as practicable, notify the Supplier which requirement the Supplier shall comply with.

Public Task

- 5.5 The Supplier shall deliver the Public Task. This Agreement sets out the contractual framework between the Authority and the Supplier through which the Supplier will deliver the Public Task and the Authority pays the Supplier in relation to the delivery of the Public Task.

Members

- 5.6 This Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Member Services by the Supplier to Members.
- 5.7 The Authority appoints the Supplier as a provider of the Member Services and, subject to Members entering and complying with the terms of a Member Licence, the Supplier shall be obliged to provide such Member Services to Members during the Term.
- 5.8 Subject to Members entering and complying with the terms of a Member Licence, Members may at their absolute discretion and from time to time order the Member Services from the Supplier in accordance with Schedule 2.1 (*Services Description*) during the Term. The Parties acknowledge and agree that the Members have the right to order the Member Services pursuant to this Agreement provided that they comply at all times with the ordering procedure in Schedule 2.1 (*Services Description*).
- 5.9 If and to the extent that any Eligible Body requires any of the Member Services, the Supplier shall enter into a Member Licence with such Eligible Body. Without prejudice to its rights to suspend a Member Licence in accordance with its terms, the Supplier agrees that it shall not exercise its rights to terminate a Member Licence under clause 4.4.3 of the Member Licence without the prior express consent of the Authority. Where the Authority does not provide such consent, and the Supplier continues to wish to terminate the relevant Member Licence for such a breach, the issue shall be dealt with in accordance with the Dispute Resolution Procedure. In relation to the Supplier's rights under the Member Licence to terminate a Member Licence for any other reason, the Supplier agrees that it will consult with the Authority in advance of effecting such termination.
- 5.10 The Supplier acknowledges that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Member Services and that the Authority and Members are at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services should such services become available on the open market from third party suppliers.
- 5.11 Save in respect of the Annual Charge payable by the Authority to the Supplier, the Authority shall not in any circumstances be liable to the Supplier or any Member for payment or otherwise in respect of any Member Services provided by the Supplier to any Member. The Parties acknowledge that where any Member purchases any additional services from the Supplier that are not Member Services the Authority is not responsible for payment or otherwise in respect of such services. The Supplier acknowledges and agrees that it shall not be entitled to withhold Member Services

from a Member because of late or non-payment by a Member to the Supplier for services that are not Member Services.

- 5.12 On request, the Authority shall use reasonable endeavours to assist the Supplier in circumstances where a Member is in breach of its Member Licence. In circumstances where the Authority agrees that a Member, in breaching its Member Licence, has accrued liability to the Supplier under that Member Licence, the Authority shall use reasonable endeavours to support the Supplier in recovering what is due.

Supplier covenants

- 5.13 The Supplier shall:

- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables, including the OS Data Hub and the OS Website, to the Authority and, where applicable, to Members, Solution Providers and/or OS OpenData Users and to provide the Services in accordance with Schedule 2.1 (*Services Description*) and all other relevant terms of this Agreement;
- (b) subject to Clause 13 (*Change*), obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
- (c) ensure that:
 - (i) it shall have all necessary rights in and to the CRA IPRs, the Third Party IPRs once such rights have been procured by the Supplier, the Supplier IPRs and any Deliverables, other materials and/or the IPRs subsisting in them made available by the Supplier (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by the Authority or, where applicable, a Member, Solution Provider or OS OpenData User;
 - (ii) the release of any new Software or upgrade to any Software complies with the requirements in the Services Description and (except in relation to new Software or upgrades which are released to address Malicious Software or to comply with the requirements of Schedule 2.4 (*Security Management*)) shall where reasonably practicable notify the Authority 3 months before the release of any new Software or Upgrade; and
 - (iii) all Software including Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- (d) minimise disruption to the provision or receipt of the Services and/or Deliverables when carrying out its obligations under this Agreement;
- (e) ensure that any Documentation provided by the Supplier to the Authority or any Customer are comprehensive, accurate and prepared in accordance with

Good Industry Practice;

- (f) Not used;
 - (g) Not used;
 - (h) Not used;
 - (i) provide the Authority with such assistance as the Authority may reasonably require during the Term in respect of the supply of the Services;
 - (j) gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;
 - (k) notify the Authority in writing as soon as reasonably possible and in any event within 1 month of any change of Control taking place;
 - (l) notify the Authority in writing within 10 Working Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;
 - (m) ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Agreement; and
 - (n) manage closure or termination of Services to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.
- 5.14 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 5.15 Without prejudice to Clauses 19.2 and 19.3 (*IPRs Indemnities*) and any other rights and remedies of the Authority howsoever arising, the Supplier shall:
- (a) remedy any breach of its obligations in Clauses 5.13(b) to 5.13(d) inclusive within 3 Working Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);
 - (b) remedy any breach of its obligations in Clause 5.13(a) and Clauses 5.13(e) to 5.13(j) inclusive within 20 Working Days of becoming aware of the breach or being notified of the breach by the Authority; and
 - (c) meet all the costs of, and incidental to, the performance of such remedial work,
- and any failure of the Supplier to comply with its obligations under Clause 5.15(a) or Clause 5.15(b) within the specified or agreed timeframe shall constitute a Notifiable Default.

OS Data Hub, OS Website and OS APIs warranty

- 5.16 Without prejudice to Clauses 5.13 (*Supplier Covenants*) and any other rights and remedies of the Authority howsoever arising, the Supplier warrants to the Authority that all components of the **OS Data Hub, the OS Website and the OS APIs** shall:
- (a) perform in all material respects in accordance with the relevant specifications and/or descriptions of their functionality contained in the Documentation and Schedule 2.1 (*Services Description*); and
 - (b) not infringe any Intellectual Property Rights of any third party.

Continuing obligation to provide the Services

- 5.17 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:
- (a) any deduction of the Total Performance Measure Amount pursuant to Clause 7.2(a) (*Performance Measures*);
 - (b) any deduction of the Test Issue Amount or, as the case may be, Deferred Test Issue Amount pursuant to Clause 6.8(a) and/or Clause 6.8(b);
 - (c) the existence of an unresolved Dispute; and/or
 - (d) any failure by the Authority to pay any Charges,
- unless the Supplier is entitled to terminate this Agreement under Clause 33.6(a) (*Termination by the Supplier*) for failure to pay undisputed Charges.
- 5.18 The Supplier shall at all times, during and after the Term, on written demand indemnify the Authority, and keep the Authority indemnified, against all Losses incurred by, awarded against or agreed to be paid by the Authority with respect to any claims brought by Customers in relation to their access to or use of the Deliverables that has been caused by a Supplier Default save to the extent that such claims are caused or contributed to by an Authority Default or to the extent that such claims relate to a separate contract entered into between the Authority and the relevant Customer.

Authority Responsibilities

- 5.19 The Authority shall comply with its responsibilities set out in Schedule 3 (*Authority Responsibilities*).

Bilateral Agreements

- 5.20 The Parties acknowledge the contents of Schedule 12 (*Bilateral Agreements*) and agree to be bound by the terms set out in Schedule 12 (*Bilateral Agreements*).

6 IMPLEMENTATION

Quality Plans

- 6.1 The Supplier shall, within 60 Working Days of the Effective Date, provide to the Authority a document setting out an overview of the Supplier's internal quality assurances processes and standards (the **Quality Plan**) covering the following areas:

- (a) data capture;
 - (b) data maintenance and management; and
 - (c) data provision.
- 6.2 The Supplier shall inform the Authority as part of the annual review process of any change that it is proposing to make to the processes or standards set out in the Quality Plan.
- 6.3 The Supplier shall allow the Authority to observe any aspect of the processes and standards set out in the Quality Plan upon reasonable request. The Authority shall be entitled to ask the Supplier to amend standards set out in the Quality Plan in accordance with the Change Control Procedure.

Delivery Plans

- 6.4 The Parties shall comply with the provisions of Schedule 6.1 (*Delivery Plans*) in relation to the agreement and maintenance of the Detailed Delivery Plans regarding the delivery of the Deliverables.
- 6.5 The Supplier shall:
- (a) comply with the Outline Delivery Plan and the Detailed Delivery Plans;
 - (b) ensure that the New NGD Data is added to the NGD in accordance with the Outline Delivery Plan and the finalised Detailed Delivery Plan and the requirements set out in Schedule 2.1 (*Services Description*) provided always that the New NGD Data shall be added in its entirety prior to 31 March 2023; and
 - (c) ensure the Deliverables under the Part B of the Outline Delivery Plan and the appropriate finalised Detailed Delivery Plans (including the delivery of the Open MasterMap additional functionality and the OS Hub) are delivered within the timescales set out in the Outline Delivery Plan and the appropriate Detailed Delivery Plan to meet the requirements set out in Schedule 2.1 (*Services Description*) but no later than 31 March 2023.
- 6.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay it shall:
- (a) notify the Authority in accordance with Clause 27.1 (*Rectification Plan Process*); and
 - (b) comply with the Rectification Plan Process in order to address the impact of the Delay or anticipated Delay; and
 - (c) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

Testing and Achievement of Key Delivery Milestones

- 6.7 The Parties shall comply with the provisions of Schedule 6.2 (*Testing Procedures*) in relation to the procedures to determine whether a Key Delivery Milestone has been achieved.

6.8 If in any Contract Year:

- (a) the Supplier does not achieve the Test Issue Threshold for any Test Issue KDM in the period prior to the relevant Post PMC Period, a Test Issue Amount shall be deducted from the Service Charges in accordance with Paragraph 7.3 of Part A (*General*) of Schedule 7.1 (*Charges and Invoicing*);
- (b) the Supplier does not achieve the Test Issue Threshold for any Test Issue KDM until after the commencement of the relevant Post PMC Period, a Deferred Test Issue Amount shall be deducted from the Service Charges in accordance with Paragraph 7.4 of Part A (*General*) of Schedule 7.1 (*Charges and Invoicing*).

7 PERFORMANCE MEASURES

7.1 The Supplier shall:

- (a) provide the Services in such a manner so as to meet the Threshold for the Performance Measures from the Effective Date; and
- (b) comply with the provisions of Schedule 2.2 (*Performance Levels*) in relation to the monitoring and reporting on its performance against the Performance Measures and the Key Performance Indicators.

7.2 If in any Contract Year:

- (a) the Supplier does not achieve the Threshold for any Performance Measure, a Total Performance Measure Amount shall be deducted from the Service Charges in accordance with Paragraph 6.3 of Part A of Schedule 7.1 (*Charges and Invoicing*);
- (b) a Material KPI Failure occurs, the Supplier shall comply with the Rectification Plan Process in addition to any Total Performance Measure Amount accruing in according with Clause 7.2(a).

7.3 Without prejudice to Clause 5.18, the Total Performance Measure Amount shall be the Authority's exclusive financial remedy for any failure by the Supplier to meet the Threshold for any Performance Measure except where:

- (a) the most recent deduction of the Total Performance Measure Amount from the Services Charges equals the value of the PAR for the same Contract Year;
- (b) any failure to meet the Threshold for any Performance Measure has arisen due to the wilful default by the Supplier or any Supplier Personnel;
- (c) the Supplier has fraudulently misreported its performance against any Key Performance Indicator; and/or
- (d) the Authority is otherwise entitled to or does terminate the relevant Services or this Agreement pursuant to Clause 33.1(b) (*Termination by the Authority*).

8 SERVICES IMPROVEMENT

- 8.1 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services and the Deliverables in accordance with this Clause 8. As part of this obligation the Supplier shall identify and report to the Assurance Group once every 12 months on:
- (a) the emergence of new and evolving relevant technologies which could improve the Deliverables and/or the Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt;
 - (b) new or potential improvements to the Services including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Services;
 - (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in material efficiency or productivity gains or in reduction of operational risk in relation to the Deliverables and Services as a whole;
 - (d) Not Used; and/or
 - (e) changes in the Supplier's operating environment that would enable reductions in the total energy consumed in the delivery of the Services.
- 8.2 The Supplier shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented via the Change Control Procedure. The Supplier shall provide any further information that the Authority requests.
- 8.3 If the Authority wishes to incorporate any improvement identified by the Supplier the Authority shall send the Supplier a Change Request in accordance with the Change Control Procedure.
- 8.4 In addition to the requirements set out in clause 8.1 to 8.3, the Supplier shall, as part of the annual plans prepared pursuant to Schedule 8.1 (*Governance*), review with the Authority the feasibility of benchmarking the performance of OS APIs and NGD APIs made available pursuant to Schedule 2.1 (*Services Description*) as against the Equivalent Services Data. Where such benchmarking takes place the Parties shall agree the method, cost allocation and parameters for such benchmarking. Upon receipt of the outcome of any such benchmarking either party may request an improvement to the performance of OS APIs and/or NGD APIs via the Change Control Procedure.

9 MAINTENANCE

Maintenance

- 9.1 The Supplier shall create, maintain and deliver a schedule of planned maintenance to the OS Data Hub and the OS Website (the "**Maintenance Schedule**") in accordance with Paragraph 9.6.2 (*Planned Maintenance*) of Part 2 (*Access to and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*) which shall be agreed with the Authority.

- 9.2 The Supplier shall give as much notice as is reasonably practicable to the Authority Representative prior to carrying out any Emergency Maintenance and shall comply with the provisions of Paragraph 9.7 (*Emergency Maintenance*) of Part 2 (*Access to and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*) in this regard.
- 9.3 The Supplier shall carry out any necessary maintenance (including Emergency Maintenance) where it reasonably suspects that the OS Data Hub and/or the OS Website or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the OS Data Hub, the OS Website and/or the Services.

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

10 FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

- 10.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Authority shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 7.1 (*Charges and Invoicing*).
- 10.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 6.7 (*Testing and Achievement of Key Delivery Milestones*), 12 (*Records, Reports, Audits and Open Book Data*), 22 (*Transparency and Freedom of Information*), 23 (*Protection of Personal Data*) and, to the extent specified therein, Clause 29 (*Remedial Adviser*).
- 10.3 If the Authority fails to pay any undisputed Charges properly invoiced under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

- 10.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 10.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 10.5 shall be paid in cleared funds by the Supplier to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority.

Set-off and Withholding

- 10.6 The Authority may set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Authority.
- 10.7 If the Authority wishes to set off any amount owed by the Supplier to the Crown or any part of the Crown (including the Authority) against any amount due to the Supplier pursuant to Clause 10.6 it shall give notice to the Supplier within 30 days of receipt of the relevant invoice, setting out the Authority's reasons for withholding or retaining the relevant Charges.
- 10.8 Not used.
- 10.9 Not Used.

Promoting Tax Compliance

10.10 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly provide to the Authority:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

SECTION D - CONTRACT GOVERNANCE

11 GOVERNANCE

- 11.1 The Parties shall comply with the provisions of Schedule 8.1 (*Governance*) in relation to the management and governance of this Agreement.

Representatives

- 11.2 In accordance with the provisions of Schedule 8.1 (*Governance*), each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.
- 11.3 The initial Supplier Representative shall be the person named as such in Schedule 9.2 (*Key Personnel*). Any change to the Supplier Representative shall be agreed in accordance with Clause 14 (*Supplier Personnel*).
- 11.4 The Authority shall notify the Supplier of the identity of the initial Authority Representative within 5 Working Days of the Effective Date. The Authority may, by written notice to the Supplier, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

12 RECORDS, REPORTS, AUDITS & OPEN BOOK DATA

- 12.1 The Supplier shall comply with the provisions of:
- (a) Schedule 8.4 (*Reports and Records Provisions*) in relation to the maintenance and retention of Records; and
 - (b) Part A of Schedule 7.5 (*Financial Reports and Audit Rights*) in relation to the maintenance of Open Book Data.
- 12.2 The Parties shall comply with the provisions of:
- (a) Part B of Schedule 7.5 (*Financial Reports and Audit Rights*) in relation to the provision of any TPE Report; and
 - (b) Part C of Schedule 7.5 (*Financial Reports and Audit Rights*) in relation to the exercise of the Audit Rights by the Authority or any Audit Agents.

13 CHANGE

Change Control Procedure

- 13.1 Any requirement for a Contract Change shall be subject to the Change Control Procedure. Any change in respect of this Agreement that is not a Contract Change shall be subject to the written agreement of the Parties.

Change in Law

- 13.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:
- (a) a General Change in Law; or

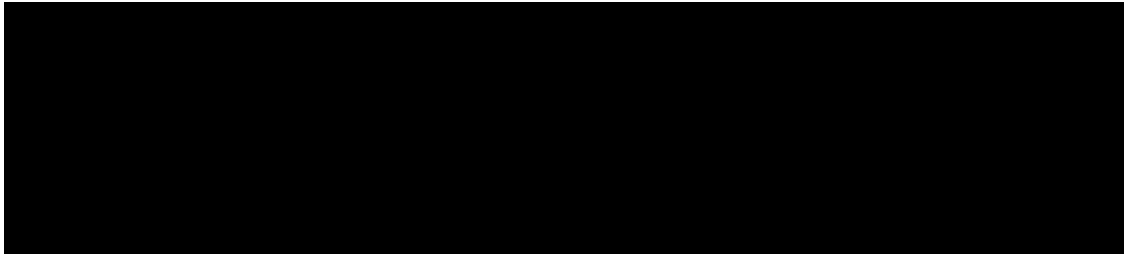
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.

13.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 13.2(b)), the Supplier shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
 - (i) whether any change is required to the Services, the Charges or this Agreement; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to achieve a Key Delivery Milestone and/or to meet a Threshold in relation to a Performance Measure; and
- (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 8 (*Services Improvement*), has been taken into account in amending the Charges.

13.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 13.2(b)) shall be implemented in accordance with the Change Control Procedure.

13.5



SECTION E - SUPPLIER PERSONNEL AND SUPPLY CHAIN

14 SUPPLIER PERSONNEL

14.1 The Supplier shall:

- (a) provide in advance of any admission to Authority Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 2.1 (*Services Description*) and Schedule 2.4 (*Security Management*); and
 - (iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including the security requirements as set out in Schedule 2.4 (*Security Management*);
- (c) subject to Schedule 9.1 (*Staff Transfer*), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Authority;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel to the extent it has a negative impact on the Services;
- (f) to the extent it has a negative impact on the Services, replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Agreement.

14.2 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

- (a) refuse admission to the relevant person(s) to the Authority Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

- 14.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Term. Schedule 9.2 (*Key Personnel*) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 14.4 The Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 14.5 The Supplier shall consult with the Authority over the performance of Key Personnel from time to time and where there is proposed to be any change to Key Personnel the Supplier shall not make such changes to Key Personnel (including when carrying out Exit Management) unless:
- (a) the person concerned resigns, retires or dies or is on parental or long-term sick leave;
 - (b) the person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by the employee; or
 - (c) it has consulted with the Authority about the proposed change, providing details of the proposed replacement and taken into account all reasonable representations from the Authority.
- 14.6 The Supplier shall:
- (a) notify the Authority promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - (b) ensure that any Key Role is not vacant for any longer than 10 Working Days;
 - (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least 60 Working Days' notice;
 - (d) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
 - (e) ensure that any replacement for a Key Role:
 - (i) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

Employment Indemnity

1 [REDACTED]

Income Tax and National Insurance Contributions

- 14.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:
- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - (b) indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Staff Transfer

- 14.9 The Parties agree that the terms of Schedule 9.1 (*Staff Transfer*) shall apply.

15 SUPPLY CHAIN RIGHTS AND PROTECTIONS

Advertising Sub-contract Opportunities

- 15.1 The Supplier shall comply at all times with its obligations under the Public Contracts Regulations 2015, or any such replacement legislation. Where the Supplier advertises an opportunity arising from or in connection with the provision of the Services above a minimum threshold of £25,000 the Supplier shall also:
- (a) subject to Clause 15.3 and 15.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
 - (b) within 90 days of awarding a Sub-contract to a Sub-contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
 - (c) monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
 - (d) provide reports on the information at Clause 15.1(c) to the Authority in the format and frequency as reasonably specified by the Authority; and

- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 15.2 Each advert referred to in Clause 15.1 above shall provide a full and detailed description of the Sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 15.3 The obligation at Clause 15.1 shall only apply in respect of Sub-contract opportunities arising after the Effective Date.
- 15.4 Notwithstanding Clause 15.1 the Authority may, by giving its prior written approval, agree that a Sub-contract opportunity is not required to be advertised on Contracts Finder.

Appointment of Sub-contractors

- 15.5 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
 - (a) manage any Sub-contractors in accordance with Good Industry Practice;
 - (b) comply with its obligations under this Agreement in the delivery of the Services; and
 - (c) assign, novate or otherwise transfer to the Authority or any Replacement Supplier any of its rights and/or obligations under each Sub-contract that relates exclusively to this Agreement.
- 15.6 Where sub-contracting any of its obligations under this Agreement in relation to the collection, storage or dissemination of NGD Data where the relevant Sub-contract is over a value of £50,000, the Supplier shall notify the Authority in writing within 20 Working Days of entering into the relevant Sub-contract of:
 - (a) the Sub-contractor's name, registered office and company registration number;
 - (b) the scope of any Services to be provided by the Sub-contractor; and
 - (c) where the Sub-contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the Sub-contract has been agreed on "arm's-length" terms.
- 15.7 If requested by the Authority within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 15.6, the Supplier shall also provide:
 - (a) a copy of the Sub-contract; and
 - (b) any further information reasonably requested by the Authority.
- 15.8 Not used
- 15.9 Not used
- 15.10 Not used
- 15.11 Not used

15.12 Not used

15.13 Not used

Supply chain protection

15.14 The Supplier shall ensure that all Sub-contracts entered into after the Effective Date (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement) contain provisions:

- (a) giving the Supplier a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;
- (b) requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph (b), the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph (d) after a reasonable time has passed;
- (d) requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed;
- (e) giving the Authority a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (f) requiring the Sub-contractor to include a clause to the same effect as this clause 15.14 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement.

15.15 The Supplier shall;

- (a) pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed; and
- (b) upon request from the Authority provide a summary of its compliance with Clause 15.15(a), such data to be certified by a director of the Supplier as being accurate and not misleading.

15.16 Notwithstanding any provision of Clauses 21 (*Confidentiality*) and 24 (*Publicity and Branding*), if the Supplier notifies the Authority that the Supplier has failed to pay a Sub-contractor's undisputed invoice within 30 days of receipt, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Termination of Sub-contracts

15.17 The Authority may require the Supplier to terminate:

- (a) a Sub-contract where:
 - (i) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination pursuant to Clause 33.1(b) (*Termination by the Authority*);
 - (ii) the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;
 - (iii) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law; and/or
 - (iv) Not Used.

Retention of Legal Obligations

15.18 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 15, the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. In respect of any element of the Services delivered by Supplier Personnel and/or which are Sub-contracted by the Supplier, an obligation on the Supplier to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Supplier to procure that the Supplier Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

Modern Slavery

15.19 The Supplier shall, and procure that each of its Sub-contractors shall, comply with:

- (a) The Modern Slavery Act 2015 ("**the Slavery Act**"); and
- (b) the Supplier's anti-slavery policy, which the Supplier shall ensure is similar in all material respects to the Authority's anti-slavery policy from time to time in force ("**Anti-Slavery Policy**")

provided always that the Supplier shall comply with any additional guidance issued by the government from time to time in relation to modern slavery with which the Supplier is bound to comply.

15.20 The Supplier shall:

- (a) implement due diligence procedures for its Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
- (b) respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
- (c) prepare and deliver to the Authority each year, an annual slavery and

trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;

- (d) maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding this Agreement; and
- (e) implement a system of training for its employees to ensure compliance with the Slavery Act.

15.21 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it conducts its business in a manner consistent with all applicable laws, regulations and codes including the Slavery Act and all analogous legislation in place in any part of the world;
- (b) its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
- (c) neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it:
 - (i) has been convicted of any offence involving slavery and trafficking;
 - or
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

15.22 The Supplier shall notify the Authority as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-Slavery Policy; or
- (b) any actual or suspected slavery or trafficking in a supply chain which relates to this Agreement.

15.23 If the Supplier notifies the Authority pursuant to clause 15.22, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any book, records and/or any other relevant documentation in accordance with this Agreement.

15.24 If the Supplier is in default under clauses 15.20 or 15.21 the Authority may by notice:

- (a) require the Supplier to remove from performance of this Agreement any Sub-contractor, staff or other persons associated with those acts or omission which have caused the default; or
- (b) immediately terminate this Agreement, where the default is irremediable or not capable of being remedied by the Supplier within a reasonable period.

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

16 INTELLECTUAL PROPERTY RIGHTS

16.1 Except as expressly set out in this Agreement:

- (a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including
 - (i) the Supplier IPRs and
 - (ii) the Third Party IPRs; and/or
 - (iii) CRA IPRs.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including the Authority IPRs.

16.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 16.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party or its licensors (as applicable) on the request of the other Party (whenever made).

16.3 Neither Party shall have the right to use any of the other Party's names, logos or trade marks on any of its products or services or otherwise without the other Party's prior written consent.

17 LICENCES GRANTED BY THE SUPPLIER

Authority's right to Deliverables and Supplier IPRs

17.1 The Supplier hereby grants to the Authority:

- (a) subject to the provisions of Clause 34 (*Consequences of expiry or termination*) and, to the extent applicable, a Member Licence entered into by the Authority, a royalty-free, revocable and non-exclusive licence during the Term to use:
 - (i) the Deliverables and Know-How that the Supplier provides to the Authority for any purpose relating to the provision of the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and
 - (ii) to the extent any Supplier IPRs do not contain CRA IPRs (which the Authority is granted the right to use pursuant to Clause 17.7), the Supplier IPRs and IPRs vesting in Know-How for any purpose relating to the Services; and

- (b) a perpetual, royalty-free non-exclusive licence to use (subject to Clause 23 (*Protection of Personal Data*)) any Confidential Information of the Supplier and/or any operational information such as details of key contractors or other information relating to the provision of the Services that are disclosed by the Supplier to the Authority for any purpose relating to the Services.
- 17.2 If the Authority, or any person to whom the Authority grants a sub-licence pursuant to Clause 17.9 (*Authority's right to sub-license*), commits any material breach of the terms of Clause 17.1 then the Supplier may terminate a licence granted under Clause 17.1 as follows:
 - (a) if the breach is capable of remedy and is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy; or
 - (b) immediately upon written notice if such breach is not capable of remedy.
- 17.3 In the event that a licence is terminated pursuant to Clause 17.2, as soon as reasonably practicable the Authority shall:
 - (a) cease all use of the relevant Supplier IPRs, Supplier's Confidential Information, Supplier's Know-How and IPRs vesting in Supplier's Know-How, specifically excluding:
 - (i) material received by the Authority forming part of such materials and IPRs that forms part of monthly/periodic reports, performance reports, copies of this Agreement or other similar documentation that the Authority might be reasonably expected to continue to hold following termination of such licence for archive, audit and future policy development purposes relating either to the Services or to the Authority's business or function; and
 - (ii) Supplier IPRs that form part of R&D Output, subject to any particular ownership and licensing arrangements that may be agreed in relation to the R&D Output in question in accordance with Paragraph 3 of Part 4 of Schedule 2.1 (*Services Description*),

such Supplier IPRs and materials being, together, "**Excluded Materials**";
 - (b) at the discretion of the Supplier, if they are not Excluded Materials, return or destroy documents and other tangible materials to the extent they contain any of the relevant Supplier IPRs, Supplier's Confidential Information, Supplier's Know-How and IPRs vesting in Supplier's Know-How, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the relevant Supplier IPRs, Supplier's Confidential Information, Supplier's Know-How and IPRs vesting in Supplier's Know-How; and
 - (c) ensure, so far as reasonably practicable and if they are not Excluded Materials, that any Supplier IPRs, Supplier's Confidential Information, Supplier's Know-How and IPRs vesting in Supplier's Know-How that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing

such Supplier IPRs, Supplier's Confidential Information, Supplier's Know-How and IPRs vesting in Supplier's Know-How.

Authority's right to CRA IPRs

- 17.4 Pursuant to the Crown Rights Agreement, the Keeper of the Public Records (who holds and administers copyright and database rights owned by the Crown) grants to the Supplier an exclusive, royalty free and worldwide right to use and re-use the CRA IPRs to enable the Supplier to fulfil its Public Task (as defined in the Crown Rights Agreement) and to grant non-exclusive sub-licences to use and/or re-use CRA IPRs.
- 17.5 The Supplier shall notify the Authority immediately in writing if:
- (a) its right to use CRA IPRs is no longer exclusive; and/or
 - (b) the Crown Rights Agreement is terminated and it is not replaced with an equivalent agreement between the Supplier and the Keeper of Public Records.
- 17.6 Following receipt of notification pursuant to Clause 17.5 the Authority may elect to terminate this Agreement with immediate effect.
- 17.7 The CRA IPRs shall be licensed to Members (including the Authority) on the terms of a Member Licence.
- 17.8 Subject to the relevant terms of the Member Licence entered into by the Authority and Clause 17.15, the Supplier also hereby grants to the Authority a non-exclusive, royalty-free, worldwide right during the Term to use and/or re-use the CRA IPRs for any purpose relating to the Services.

Authority's right to sub-license

- 17.9 The Authority may sub-license the rights granted under Clause 17.1(a) or Clause 17.1(b) to a third party provided that:
- (a) the sub-licence is on terms no broader than those granted to the Authority;
 - (b) the sub-licence authorises the third party to use the rights licensed in Clause 17.1(a) or Clause 17.1(b) only for purposes relating to the Services (or substantially equivalent services);
 - (c) the sub- licensee shall have executed a confidentiality undertaking in favour of the Supplier; and
 - (d) the Authority will be liable under this Agreement for any breaches of the sub-licence by the third party but only to the extent that the third party does not have responsibility for those breaches under a Member Licence that it may hold.

Authority's right to assign/novate licences

- 17.10 Subject to providing written notice in advance to the Supplier the Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 17.1(a) or Clause 17.1(b) to any body which performs or carries on the functions and/or activities that previously had been performed

and/or carried on by the Authority in relation to this Agreement.

- 17.11 If a licence granted under Clause 17.1 is novated under Clause 17.10 (*Authority's right to assign/novate licences*), the rights acquired on that novation shall not extend beyond those previously enjoyed by the Authority.

Third Party Software and Third Party IPRs

- 17.12 If a Deliverable contains Third Party Software and/or Third Party IPRs, the Supplier shall:

- (a) seek to obtain the right in each of its licence agreements with the owner or authorised licensor of the relevant Third Party IPRs or Third Party Software (as the case may be) to it to sub-licence the rights granted to it under such agreements to the Authority which, if such grant of right is obtained, it shall grant and it hereby grants to the Authority on licence terms that are sufficient to enable the provision of the Services to the Authority and sufficient to enable the Authority to receive the benefit of the Services provided under the Agreement; and
- (b) if the Supplier is unable to obtain the right in its licence agreements with the owner or authorised licensor of the relevant Third Party IPRs to it to sub-licence the rights granted to it under such agreements to the Authority in accordance with Clause 17.12(a), the Supplier shall then procure that the owner or an authorised licensor of the relevant Third Party IPRs grants a direct licence to the Authority on a royalty-free basis to the Authority and on terms no less favourable to the Authority than those set out in Clauses 17.1(a) (*Supplier IPRs*) and Clause 17.10 (*Authority's right to assign/novate licences*).

- 17.13 Without prejudice to the Supplier's obligations to provide the Services and under this Agreement generally, if the Supplier cannot obtain for the Authority either a sub-licence or a direct licence in respect of any Third Party IPRs in accordance with the licence terms set out in Clause 17.12(a) or (b):

- (a) the Supplier shall notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; or
- (b) if sub-clause 17.13(a) does not apply, and in relation to the items detailed in Annex 3 (*Third Party New Data Costs*) of Schedule 8.2 (*Change Control Procedure*) only, the Supplier shall be entitled to issue a Change Request pursuant to the provisions of Paragraph 12 of Schedule 8.2 (*Change Control Procedure*).

Member Licences

- 17.14 During the Term the Supplier shall grant licences to Members on the terms of Member Licences to be put in place with each of them.
- 17.15 In the event of a conflict between a term (or part of a term) of the Member Licence in place between the Supplier and the Authority and a term (or part of a term of this Agreement), the term (or part of the term) of this Agreement shall prevail.

18 LICENCES GRANTED BY THE AUTHORITY

- 18.1 The Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Term to use Authority Data and Authority IPRs solely to the extent necessary for performing the Services in accordance with this Agreement, including the right to grant sub-licences to Sub-contractors provided that:
- (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 21 (*Confidentiality*); and
 - (b) the Supplier shall not, without the Authority's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Authority or Members in accordance with the terms of this Agreement.
- 18.2 In the event of the termination or expiry of this Agreement, the licence granted pursuant to Clause 18.1 and any sub-licence granted by the Supplier in accordance with Clause 18.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:
- (a) immediately cease all use of the Authority IPRs and the Authority Data (as the case may be);
 - (b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority IPRs and the Authority Data, provided that if the Authority has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority IPRs and the Authority Data (as the case may be); and
 - (c) ensure, so far as reasonably practicable, that any Authority IPRs and Authority Data that are held in electronic, digital or other machine-readable form cease to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Authority IPRs and/or Authority Data.

19 IPRs INDEMNITY

- 19.1 The Supplier shall during the Term and for a period of three (3) years after the Term, on written demand indemnify the Authority and each other Indemnified Person, and keep the Authority and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
- 19.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Authority or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:

- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (ii) the replaced or modified item does not have an adverse effect on any other services or the OS Data Hub and the OS Website;
- (iii) there is no additional cost to the Authority or relevant Indemnified Person (as the case may be); and
- (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.

19.3 If the Supplier elects to procure a licence in accordance with Clause 19.2(a) or to modify or replace an item pursuant to Clause 19.2(b), but this has not avoided or resolved the IPRs Claim, then:

- (a) the Authority may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
- (b) without prejudice to the indemnity set out in Clause 19.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

19A OPEN SOURCE PUBLICATION

19A.1 As part of the provision of the Services the Supplier may publish all or part of the Supplier Software as Open Source Software.

19A.2 The Supplier hereby warrants that any Supplier Software published as Open Source Software pursuant to Clause 19A.1:

- (a) are suitable for release as Open Source and that any release will not allow a third party to use the Open Source software to in any way compromise the operation, running or security of the Supplier Software;
- (b) shall not cause any harm or damage to any party using anything published as Open Source and that the Supplier Software does not contain any Malicious Software;
- (c) do not contain any material which would bring the Authority into disrepute upon publication as Open Source;
- (d) only includes Intellectual Property Rights owned or claimed to be owned by any third party ("**Non-Party IPRs**") to the extent the Supplier is authorised to publish such Non-Party IPRs as Open Source Software applying the principles applicable to and terms of the 'Open Government Licence'; and
- (e) will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") from the date of publication.

19A.3 The Supplier shall ensure that the Open Source Publication Material does not include any Supplier Software or Supplier IPRs save that which the Supplier is authorised to include in any Open Source publication. In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier IPRs will become

Open Source and will be licensed and treated as such following publication and any third party shall be entitled to use the Open Source Publication Materials on the terms of the Open Source licence used by the Authority when publishing as Open Source.

- 19A.4 The Supplier hereby indemnifies the Authority against all claims in which the Authority is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Open Source Publication Materials as under sub-clause 19A.1.

20 AUTHORITY DATA AND SECURITY REQUIREMENTS

- 20.1 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- 20.2 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority.
- 20.3 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Baseline Security Requirements.
- 20.4 The Authority shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.
- 20.5 If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.
- 20.6 Until and/or unless a change to the Charges is agreed by the Authority pursuant to Clause 20.5 the Supplier shall continue to perform the Services in accordance with its existing obligations.

21 CONFIDENTIALITY

- 21.1 For the purposes of this Clause 21, the term “Disclosing Party” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “Recipient” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 21.2 Except to the extent set out in this Clause 21 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party’s Confidential Information to any other person except as expressly set out in this Agreement or without obtaining

the Disclosing Party's prior written consent;

- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

21.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 22 (*Transparency and Freedom of Information*) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Disclosing Party arising out of or in connection with this Agreement;
 - (ii) the examination and certification of the Disclosing Party's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Agreement; or
 - (iii) the conduct of a Central Government Body review in respect of this Agreement (provided that any such disclosure is made on a confidential basis); or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

21.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

21.5 The Supplier may disclose the Confidential Information of the Authority on a confidential basis only to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;
- (b) its auditors;
- (c) its professional advisers for any purpose relating to or connected with this Agreement; and
- (d) to UK Government Investments acting on behalf of Secretary of State for

Business, Energy and Industrial Strategy or the Department for Business, Energy and Industrial Strategy.

Where the Supplier discloses Confidential Information of the Authority pursuant to this Clause 21.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

21.6 The Authority may disclose the Confidential Information of the Supplier:

- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (following consultation with the Supplier, where this is possible) is required to do so in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 21.6(a) for any purpose relating to or connected with this Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit Rights, its rights to appoint a Remedial Adviser pursuant to Clause 29 (*Remedial Adviser*) and Exit Management rights;
- (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement; or
- (g) on a confidential basis to UK Government Investments acting on behalf of Secretary of State for Business, Energy and Industrial Strategy,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 21.

21.7 Nothing in this Clause 21 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

22 TRANSPARENCY AND FREEDOM OF INFORMATION

22.1 The Parties acknowledge that

- (a) the Transparency Reports; and
- (b) the content of this Agreement, including any changes to this Agreement agreed from time to time, except for -

- (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or EIRs; and
- (ii) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

- 22.2 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Authority to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or EIRs redacted). The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 22.3 The Supplier shall assist and co-operate with the Authority to enable the Authority to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 8.4 (*Reports and Records Provisions*).
- 22.4 If the Authority believes that publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.
- 22.5 The Authority shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.
- 22.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services (save in relation to any charges or financial information not referred to in schedule 7.5 (*Financial Reports and Audit Rights*)) shall be provided to the Authority on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Authority may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information and/or Confidential Information, subject to clause 21.6(c)) publish such Information. The Supplier shall provide to the Authority within 5 Working Days (or such other period as the Authority may reasonably specify) any such Information requested by the Authority.
- 22.7 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the other Party to enable that Party to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - (b) share with the other Party all Requests for Information relating to this

Agreement that it receives as soon as practicable and in any event within 5 Working Days of receipt;

- (c) provide the other Party with a copy of all Information belonging to that other Party requested in the Request for Information relating to this Agreement which is in its possession or control in the form which that other Party requires within 5 Working Days (or such other period as the Authority may reasonably specify) of that other Party's request for such Information; and
- (d) not respond directly to a Request for Information relating to this Agreement without seeking input from the other Party except insofar as to acknowledge receipt of a Request for Information to the party making that Request for Information.

22.8 Each Party acknowledges that the other Party may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the other Party or the Services (including Commercially Sensitive Information) without consulting or obtaining consent from the other Party. In these circumstances each Party shall take reasonable steps to notify the other with advance notice of the Party's intention to make such disclosure.

23 PROTECTION OF PERSONAL DATA

Status of the Controller

23.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as:

- a) "Controller" (where the other Party acts as the "Processor");
- b) "Processor" (where the other Party acts as the "Controller");
- c) "Joint Controller" (where both Parties are considered to jointly control the same Personal Data);
- d) "Independent Controller" of the Personal Data where the other Party is also "Controller" of the same Personal Data in its own right (but there is no element of joint control);

and Schedule 10 (*Processing Personal Data*) sets out which scenario set out in 23.1(a) to 23.1(d) is intended to apply under this Agreement.

23.2 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the joint control of the Parties as it is in the case of Joint Controllers, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller and the Parties shall be considered Independent Controllers referred to in Clause 23.1(d).

23.3 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation including but not limited to processing the Personal

Data fairly and lawfully, ensuring that it has legitimate grounds under the Data Protection Legislation for the processing of Personal Data and that it has all necessary consents and notices in place to enable lawful transfer of the Personal Data and not do anything to cause the other Party to be in breach of it.

- 23.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.
- 23.5 The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform the respective obligations under this Agreement;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - (c) where it has recorded it in Schedule 10 (*Processing Personal Data*).
- 23.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 23.7 The Parties shall use secure compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers.
- 23.8 A Party processing Personal Data for the purposes of this Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 23.9 Where a Party ("the Request Recipient") receives a Data Subject Request to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party ("Initial Controller") pursuant to this Agreement:
- (a) the Initial Controller shall provide any information and/or reasonable assistance as reasonably requested by the Request Recipient to help it respond to the Data Subject Request within the timeframes imposed by the Data Protection Legislation; or
 - (b) where the Data Subject Request is directed to the Initial Controller and/or relates to the Initial Controller's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within three (3) Working Days of receipt of the Data Subject Request, inform the Initial Controller that it has received the same and shall forward such Data Subject Request to the Initial Controller; and

- (ii) provide any information and/or reasonable assistance as reasonably requested by the Initial Controller to help it respond to the Data Subject Request in the timeframes specified by Data Protection Legislation.
- 23.10 Each Party shall, promptly and in any event within 48 hours, notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement, irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s) and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) where possible, implement any measures reasonably necessary to restore the security of any compromised Personal Data; and
 - (c) where required, provide reasonable assistance to the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein).
- 23.11 Each Party shall provide the other Party with contact details of its Data Protection Officer or, if not applicable, at least one employee as a point of contact, which shall be specified in Schedule 10 (Processing Personal Data), for all issues arising out of the Data Protection Legislation.
- 23.12 Personal Data provided by one Party ("Data Discloser") to the other Party ("Data Receiver") may solely be used for the Purpose as specified in the table at Clause 1 of Schedule 10 (Processing Personal Data).
- 23.13 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Agreement which is specified in Schedule 10 (Processing Personal Data).
- 23.14 Notwithstanding Clause 23.13, the Parties shall continue to retain Personal Data in accordance with any applicable statutory or professional retention periods.
- 23.15 Subject to Clause 23.14, the Data Receiver shall ensure that any Personal Data processed pursuant to this Agreement is destroyed in the following circumstances:
 - (a) on termination of the Agreement;
 - (b) on expiry of the Term of the Agreement;
 - (c) once processing of the Personal Data is no longer necessary for the purposes it was originally shared for.
- 23.16 Following the deletion of Personal Data, the Data Receiver shall notify the Data Discloser that the Personal Data in question has been deleted.
- 23.17 Each Party shall:
 - (a) not disclose or allow access to the Personal Data received from the other Party to anyone other than the Permitted Recipients;

- (b) ensure that all Permitted Recipients are aware of and comply with the Data Discloser's duties under this Agreement;
- (c) ensure that all Permitted Recipients are subject to written obligations concerning the Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement and in accordance with each party's obligations under the Data Protection Legislation;
- (d) not transfer any Personal Data outside of the European Economic Area unless the transferor Party:
 - (i) complies with the provisions of Article 26 of the GDPR (in the event the third party is a Joint Controller) or, in the event that the UK becomes a third country for the purpose of Data Protection Legislation on Exit Day, other applicable guidance from the Information Commissioner's Office and/or applicable UK legislation; and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR or, in the event that the UK becomes a third country for the purpose of Data Protection Legislation on Exit Day, pursuant to applicable UK legislation; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

24 PUBLICITY AND BRANDING

24.1 Outside of the Communications Plan to be agreed between the Parties pursuant to Schedule 8.1 (*Governance*), the Supplier shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

25 LIMITATIONS ON LIABILITY

Unlimited liability

25.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

25.2 The Supplier's liability in respect of the indemnities in Clause 10.5 (VAT), Clause 14.7 (*Employment Indemnity*), Clause 14.8 (*Income Tax and National Insurance Contributions*), Clause 19 (*IPRs Indemnity*) and Schedule 9.1 (*Staff Transfer*) shall be unlimited.

25.3 The Authority's liability:

- (a) in respect of the indemnity in Clause 14.7 (*Employment Indemnity*), shall be unlimited; and
- (b) in respect of the indemnity at Clause 28.1 (*Open MasterMap Indemnity*) shall in no event exceed £10m.

Financial and other limits

25.4 Subject to Clauses 25.1 and 25.2 (*Unlimited Liability*) and Clauses 25.7 and 25.8 (*Consequential losses*):

- (a) the Supplier's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £20 million;
- (b) the Supplier's aggregate liability in respect of loss of or damage to Authority Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;
- (c) the Supplier's aggregate liability in respect of the indemnity at Clause 5.18 in respect to any claims brought by Customers in relation to their access to and/or use of the Deliverables shall in no event exceed £30m in any Contract Year; and
- (d) the Supplier's aggregate liability in respect of all other Losses incurred by the Authority under or in connection with this Agreement as a result of Defaults by the Supplier shall in no event exceed:

- (i) in relation to Defaults occurring in any Contract Year, an amount equal to £30 million; and
- (ii) in relation to Defaults occurring after the end of the Term, an amount equal to £30 million.

25.5 Not used.

25.6 Subject to Clauses 25.1 and 25.3 (*Unlimited Liability*) and Clause 25.7 (*Consequential Losses*) and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment:

- (a) the Authority's total aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of early termination of this Agreement by the Authority pursuant to Clause 33.1(a) (*Termination by the Authority*) or by the Supplier pursuant to Clause 33.6(a) (*Termination by the Supplier*) shall in no event exceed the following amounts:
 - (i) in relation to the Termination Payment, the amount set out in Paragraph 2.2 of Schedule 7.2 (*Payments on Termination*); and
 - (ii) in relation to the Unrecovered Payment, the amount set out in Paragraph 6 of Schedule 7.2 (*Payments on Termination*);
- (b) the Authority's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of Defaults of the Authority shall in no event exceed:
 - (i) in relation to Defaults occurring in the first Contract Year, an amount equal to £30m;
 - (ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to £30m; and
 - (iii) in relation to Defaults occurring after the end of the Term, an amount equal to £30m.

Consequential Losses

25.7 Subject to Clauses 25.1, 25.2 and 25.3 (*Unlimited Liability*) and Clause 25.8, neither Party shall be liable to the other Party for:

- (a) any indirect, special or consequential Loss; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

25.8 Notwithstanding Clause 25.7 but subject to Clause 25.4, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;
- (d) any compensation or interest paid to a third party by the Authority;
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
- (f) Not Used.

Conduct of indemnity claims

25.9 Where under this Agreement one Party indemnifies the other Party (or another Indemnified Person), the Parties shall comply with the provisions of Schedule 8.7 (*Conduct of Claims*) in relation to the conduct of claims made by a third person against the Party having (or claiming to have) the benefit of the indemnity.

Mitigation

25.10 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Agreement.

26 INSURANCE

The Supplier shall comply with the provisions of Schedule 2.5 (*Insurance Requirements*) in relation to obtaining and maintaining insurance.

SECTION H - REMEDIES AND RELIEF

27 RECTIFICATION PLAN PROCESS

27.1 In the event that:

- (a) there is, or is reasonably likely to be, a Delay;
- (b) there is, or is reasonably likely to be, a Material KPI Failure;
- (c) the Supplier commits a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default),

(each a “**Notifiable Default**”), the Supplier shall notify the Authority of the Notifiable Default as soon as practicable but in any event within 3 Working Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a Rectification Plan Failure or other Supplier Termination Event, the Authority may not terminate this Agreement in whole or in part on the grounds of the Notifiable Default without first following the Rectification Plan Process.

Notification

27.2 If:

- (a) the Supplier notifies the Authority pursuant to Clause 27.1 that a Notifiable Default has occurred; or
- (b) the Authority notifies the Supplier that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Supplier has to rectify),

then, unless the Notifiable Default also constitutes a Supplier Termination Event and the Authority serves a Termination Notice, the Supplier shall comply with the Rectification Plan Process.

27.3 The “Rectification Plan Process” shall be as set out in Clauses 27.4 (*Submission of the draft Rectification Plan*) to 27.9 (*Agreement of the Rectification Plan*).

Submission of the draft Rectification Plan

27.4 The Supplier shall submit a draft Rectification Plan to the Authority for it to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Clause 27.2 (*Notification*). The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Notifiable Default.

27.5 The draft Rectification Plan shall set out:

- (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
- (b) the actual or anticipated effect of the Notifiable Default; and

- (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).

27.6 The Supplier shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with Schedule 8.3 (*Dispute Resolution Procedure*).

Agreement of the Rectification Plan

27.7 The Authority may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Notifiable Default; and/or
- (d) will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

27.8 The Authority shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft Rectification Plan, the Authority shall at the same time give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Authority for review within 5 Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

27.9 If the Authority consents to the Rectification Plan:

- (a) the Supplier shall immediately start work on the actions set out in the Rectification Plan; and
- (b) the Authority may no longer terminate this Agreement in whole or in part on the grounds of the relevant Notifiable Event.

28 OPEN MASTERMAP INDEMNITY

28.1 Subject to the limitations in Clauses 28.2 to 28.4 and Clause 25.3(b), the Authority shall indemnify the Supplier against all Losses that may arise as a result of any claims of infringement by the Supplier of (i) the Chapter II prohibition (abuse of a dominant position in a market) under the Competition Act 1998; and/or (ii) regulations 12(2) and 13(1) of the Re-use of Public Sector Information Regulations 2015, where the infringement is directly caused by the Supplier's implementation of the Open MasterMap policy in accordance with the following requirements only of Part 2 (*Access to and use of OS Data and Digital Services*), Schedule 2.1 (*Services Description*):

- (a) Publication and release on the terms of the Open Government Licence (OGL) of the following OS OpenData Datasets, as referred to in the table in paragraph 3.2 of Part 2, of Schedule 2.1, each of which are being made available by the Supplier for the first time on the terms of the OGL:
 - (i) OS Open UPRN;
 - (ii) OS Open USRN;
 - (iii) OS Open TOID;
 - (iv) OS Open Linked Identifiers,

(and for the avoidance of doubt, all of which include making available of associated x, y co-ordinates / geometry on the terms of the OGL); and
 - (b) Premium Datasets being made available to Solution Providers with a free threshold of transactions, in accordance with Paragraph 7.2, Part 2 (*Access to and use of OS Data and Digital Services*) of the Schedule 2.1 (*Services Description*).
- 28.2 The indemnity in Clause 28.1 shall only apply to claims commenced within 2 years of the date of (as applicable) the publication and release of the OS OpenData Datasets in accordance with Clause 28.1(a) or the making available of the Premium Datasets in accordance with Clause 28.1(b).
- 28.3 The indemnity in Clause 28.1 shall not apply to the extent that the Losses under the claims of infringement are caused or contributed to by:
- (a) the actions or omissions of the Supplier; or
 - (b) where there is discretion for the Supplier, that has not received the approval or agreement of the Authority (for instance through the OpenMaster Map steering group), the manner in which the Supplier chooses to implement the relevant elements of the Open MasterMap policy.
- 28.4 Schedule 8.7 (*Conduct of Claims*) shall apply in relation to the indemnity given under Clause 28.1 and, without prejudice to those provisions:
- (a) the Supplier will co-operate with and support the Authority in the provision of any information to, and its interactions and submissions to, the Competition and Markets Authority, any other competent regulator or court, or any claimant; and
 - (b) the Supplier will co-operate with and support the Authority in considering whether any variation of the Open MasterMap policy would mitigate the risk of infringement identified or the liability under the indemnity in Clause 28.1; and
 - (c) where the Authority reasonably considers that a variation of the Open MasterMap policy would mitigate the risk of infringement or the liability under the indemnity in Clause 28.1, without prejudice to the other provisions of Schedule 8.2 (*Change Control Procedure*) the Supplier shall have no right to reject any Contract Change to give effect to that variation.

29 REMEDIAL ADVISER

29.1 If:

- (a) any of the Intervention Trigger Events occur; or
- (b) the Authority reasonably believes that any of the Intervention Trigger Events are likely to occur,

(each an “**Intervention Cause**”), the Authority may give notice to the Supplier (an “**Intervention Notice**”) giving reasonable details of the Intervention Cause and requiring:

- (i) a meeting between the Authority Representative and the Supplier Representative to discuss the Intervention Cause; and/or
- (ii) the appointment as soon as practicable by the Supplier of a Remedial Adviser, as further described in this Clause 29.

For the avoidance of doubt, if the Intervention Cause is also a Supplier Termination Event, the Authority has no obligation to exercise its rights under this Clause 29.1 prior to or instead of exercising its right to terminate this Agreement.

29.2 If the Authority gives notice that it requires the appointment of a Remedial Adviser:

- (a) the Remedial Adviser shall be:
 - (i) a person selected by the Supplier and approved by the Authority; or
 - (ii) if none of the persons selected by the Supplier have been approved by the Authority, acting reasonably, (or no person has been selected by the Supplier) within 10 Working Days following the date on which the Intervention Notice is given, a person identified by the Authority;
- (b) the terms of engagement and start date agreed with the Remedial Adviser must be approved by the Authority; and
- (c) any right of the Authority to terminate this Agreement pursuant to Clause 33.1(b) (Termination by the Authority) for the occurrence of that Intervention Cause shall be suspended for 60 Working Days from (and including) the date of the Intervention Notice (or such other period as may be agreed between the Parties) (the “Intervention Period”).

29.3 The Remedial Adviser’s overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Supplier’s responsibilities under this Agreement), the Parties agree that the Remedial Adviser may undertake any one or more of the following actions:

- (a) observe the conduct of and work alongside the Supplier Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;
- (b) gather any information the Remedial Adviser considers relevant in the

furtherance of its objective;

- (c) write reports and provide information to the Authority in connection with the steps being taken by the Supplier to remedy the Intervention Cause;
- (d) make recommendations to the Authority and/or the Supplier as to how the Intervention Cause might be mitigated or avoided in the future; and/or
- (e) take any other steps that the Authority and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

29.4 The Supplier shall:

- (a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
- (b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Assets;
- (c) submit to such monitoring as the Authority and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
- (d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by the Authority within the timescales given by the Remedial Adviser; and
- (e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of the Authority (such consent not to be unreasonably withheld).

29.5 The Supplier shall be responsible for:

- (a) the costs of appointing, and the fees charged by, the Remedial Adviser; and
- (b) its own costs in connection with any action required by the Authority and/or the Remedial Adviser pursuant to this Clause 29.

29.6 If:

- (a) the Supplier:
 - (i) fails to perform any of the steps required by the Authority in an Intervention Notice; and/or
 - (ii) is in Default of any of its obligations under Clause 29.4; and/or
- (b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a “**Remedial Adviser Failure**”), the Authority shall be entitled to terminate this Agreement pursuant to Clause 33.1(b) (*Termination by the Authority*).

30 Not used.

31 AUTHORITY CAUSE

31.1 Notwithstanding any other provision of this Agreement, if the Supplier has failed to:

- (a) achieve a Key Delivery Milestone by its Milestone Date;
- (b) meet a Threshold for any of the Performance Measures; and/or
- (c) comply with its obligations under this Agreement,

(each a “**Supplier Non-Performance**”),

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause, then (subject to the Supplier fulfilling its obligations in this Clause 31):

- (i) the Supplier shall not be treated as being in breach of this Agreement to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause;
- (ii) the Authority shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance:
 - (A) to terminate this Agreement pursuant to Clause 33.1(b) (*Termination by the Authority*); or
 - (B) to take action pursuant to Clause 29 (*Remedial Adviser*);
- (iii) where the Supplier Non-Performance constitutes the failure to achieve a Key Delivery Milestone by its Milestone Date (or achieve a Test Issue Threshold for any Test Issue KDM):
 - (A) the Milestone Date (or the Rectification Date, in relation to Test Issue KDMs) shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Authority Cause; and
 - (B) if the Authority, acting reasonably, considers it appropriate, the Delivery Plans (or, in relation to a Test Issue KDM, the Rectification Date) shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Authority Cause;
- (iv) where the Supplier Non-Performance gives rise to a failure to meet a Threshold in relation to a Performance Measure relating to KPIs the Supplier shall not be liable for a Performance Measure Amount in relation to such failure to meet a Threshold to the extent that the Supplier can demonstrate that the failure to meet a Threshold was caused by the Authority Cause.

31.2 In order to claim any of the rights and/or relief referred to in Clause 31.1, the Supplier shall as soon as reasonably practicable (and in any event within 10 Working Days) after becoming aware that an Authority Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Authority notice (a “**Relief Notice**”) setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Authority Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Agreement;
- (c) any steps which the Authority can take to eliminate or mitigate the consequences and impact of such Authority Cause; and
- (d) the relief and/or compensation claimed by the Supplier.

31.3 Following the receipt of a Relief Notice, the Authority shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Authority Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Authority Cause and its entitlement to relief and/or compensation, consulting with the Supplier where necessary.

31.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Authority Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

31.5 Without prejudice to Clause 5.17 (*Continuing obligation to provide the Services*), if a Dispute arises as to:

- (a) whether a Supplier Non-Performance would not have occurred but for an Authority Cause; and/or
- (b) the nature and/or extent of the relief and/or compensation claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

31.6 Any Contract Change that is required to the Delivery Plans or to the Charges pursuant to this Clause 31 shall be implemented in accordance with the Change Control Procedure.

32 FORCE MAJEURE

32.1 Subject to the remaining provisions of this Clause 32 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule 8.6 (*Service Continuity Plan*)), a Party may claim relief under this Clause 32 from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

32.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

- 32.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 32 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services including the Service Continuity Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement.
- 32.4 Subject to Clause 32.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 32.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 32.6 Where, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event and for such subsequent period following the Force Majeure Event in accordance with Clause 32.7 below:
 - (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to Clause 33.1(c) (*Termination by the Authority*) or Clause 33.6(b) (*Termination by the Supplier*); and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with this Agreement:
 - (i) the Authority shall not be entitled:
 - (A) during the continuance of the Force Majeure Event and/or for such subsequent period following the Force Majeure Event in accordance with Clause 32.7 below, to exercise its rights under Clause 29 (*Remedial Adviser*) as a result of such failure; and
 - (B) Not Used; and
 - (ii) the Supplier shall not lose any PAR (or Test Issue Amount or Deferred Test Issue Amount) in accordance with Clause 7.2(a) (or Clause 6.8(a) or (b)) and Schedule 2.2 (*Performance Levels*) to the extent that a failure to meet the Threshold for any Performance Measure (or Test

Issue Threshold for any Test Issue KDM) has been caused by the Force Majeure Event;

- (iii) the Supplier shall be entitled to receive payment of the Annual Charges during the occurrence of the Force Majeure Event PROVIDED THAT to the extent that the Supplier does not spend those sums received in the provision of the Services during this period, it shall apply those sums either towards:
 - (A) where the Services continue after the Force Majeure Event has ended, a more effective or efficient resumption of Service provision; or
 - (B) where it is a continuing Force Majeure Event that leads to termination (pursuant to Clauses 33.1(c) or 33.2(b)), any sums that may be due from the Authority as a consequence of termination.

32.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Where the Supplier is the Affected Party it shall provide to the Authority any reports requested by the Authority pursuant to Schedule 8.4 (*Reports and Record Provisions*). In particular, the Parties acknowledge that due to the nature of the Services there may be a period of time between a Force Majeure Event ceasing and the Supplier being able to resume all Services under this Agreement. Accordingly, within 20 Working Days of a Force Majeure Event ceasing the Supplier shall provide the Authority with a comprehensive plan setting out all of the relevant steps necessary to achieve a full resumption of the Services under this Agreement. The Parties will assess this plan in order to agree any changes under the Change Control Procedure necessary to achieve a full resumption of the Services, provided always that the Parties may agree revised Thresholds and/or Targets as part of such Change Control Procedure, and provided always that such changes are agreed via the Change Control Procedure within a period of 6 months of the Force Majeure Event ceasing.

32.8 Relief from liability for the Affected Party under this Clause 32 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 32.7.

SECTION I - TERMINATION AND EXIT MANAGEMENT

33 TERMINATION RIGHTS

Termination by the Authority

33.1 The Authority may terminate this Agreement by issuing a Termination Notice to the Supplier:

- (a) in circumstances where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- (b) if a Supplier Termination Event occurs;
- (c) if a Force Majeure Event endures for a continuous period of more than 180 days; or
- (d) if the Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

and this Agreement shall terminate on the date specified in the Termination Notice.

33.2 Where the Authority:

- (a) is terminating this Agreement under Clause 33.1(b) due to the occurrence of either limb (b) and/or (g) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or
- (b) has the right to terminate this Agreement under Clause 33.1, it may, prior to or instead of terminating the whole of this Agreement, serve a Termination Notice requiring the partial termination of this Agreement to the extent that it relates to any part of the Services which are materially affected by the relevant circumstances.

Break Clause

33.3 The Authority may by issuing a Termination Notice to the Supplier terminate this Agreement on no less than three years' notice such notice not to expire before 31 March 2027, and this Agreement shall terminate on the date specified in the Termination Notice.

33.4 The Authority may, by issuing a Termination Notice to the Supplier terminate:

- (a) the User Engagement Services on no less than one year's notice such notice not to expire before 31 March 2025;
- (b) the Research and Development Services on no less than one year's notice such notice not to expire before 31 March 2025;

- (c) the MFE Services on no less than three years' notice such notice not to expire before 31 March 2027;
- (d) the International Services on no less than one year's notice such notice not to expire before 31 March 2025;
- (e) the Education Support Services on no less than three years' notice such notice not to expire before 31 March 2027;
- (f) the Technical Support Services on no less than three years' notice such notice not to expire before 31 March 2027 provided that the Technical Support Services cannot be terminated on a date prior to termination of the MFE Services; and/or
- (g) the Customer Support Services on no less than one year's notice such notice not to expire before 31 March 2025,

and the identified part of this Agreement shall terminate on the date specified in the Termination Notice.

33.5 Not Used.

Termination by the Supplier

33.6 The Supplier may, by issuing a Termination Notice to the Authority, terminate:

- (a) this Agreement if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds £10m and such amount remains outstanding 40 Working Days after the receipt by the Authority Manager of a written notice of non-payment from the Supplier (copied to the Authority Representative) making clear to the Authority that failure to pay by the Authority by a stated date may result in the Supplier terminating the Agreement; or
- (b) any Services that are materially impacted by a Force Majeure Event that endures for a continuous period of more than 180 days,

and this Agreement or the relevant Services (as the case may be) shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice). If the operation of Clause 33.6(b) would result in a Partial Termination, the provisions of Clause 33.7 (*Partial Termination*) shall apply.

Partial Termination

33.7 If the Supplier notifies the Authority pursuant to Clause 33.6(b) (*Termination by the Supplier*) that it intends to terminate this Agreement in part and the Authority, acting reasonably, believes that the effect of such Partial Termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Agreement by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 33.7, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.

- 33.8 The Parties shall agree the effect of any Change and/or Contract Change necessitated by a Partial Termination in accordance with the Change Control Procedure, including the effect the Partial Termination may have on any other Services and the Charges, provided that:
- (a) the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated if the Partial Termination arises due to the occurrence of a Supplier Termination Event;
 - (b) any adjustment to the Charges (if any) shall be reasonable; and
 - (c) the Supplier shall not be entitled to reject the Change and/or Contract Change.

34 CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

- 34.1 The provisions of Clauses 5.16, 10.4 and 10.5 (VAT), 10.6 and 10.7 (*Set-off and Withholding*), 12 (*Records, Reports, Audits and Open Book Data*), 14.7 (*Employment Indemnity*), 14.8 (*Income Tax and National Insurance Contributions*), 16 (*Intellectual Property Rights*), 17 (*Licences Granted by the Supplier*), 19 (*IPRs Indemnity*), 21 (*Confidentiality*), 22 (*Transparency and Freedom of Information*), 23 (*Protection of Personal Data*), 25 (*Limitations on Liability*), 34 (*Consequences of Expiry or Termination*), 40 (*Severance*), 42 (*Entire Agreement*), 43 (*Third Party Rights*), 45 (*Disputes*) and 46 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), 7.1 (*Charges and Invoicing*), 7.2 (*Payments on Termination*), 7.5 (*Financial Reports and Audit Rights*), 8.3 (*Dispute Resolution Procedure*), 8.4 (*Reports and Records Provisions*), 8.5 (*Exit Management*), and 9.1 (*Staff Transfer*), shall survive the termination or expiry of this Agreement.

Exit Management

- 34.2 The Parties shall comply with the provisions of Schedule 8.5 (*Exit Management*) and any current Exit Plan in relation to orderly transition of the Services to the Authority or a Replacement Supplier.

Payments by the Authority

- 34.3 If this Agreement is terminated in whole (but not in part) by the Authority pursuant to Clause 33.1(a) (*Termination by the Authority*) or Clause 33.3 (*Authority Break Clause*) or by the Supplier pursuant to Clause 33.6(a) (*Termination by the Supplier*), the Authority shall pay the Supplier the Termination Payment (which shall be the Supplier's sole remedy for the termination of this Agreement).
- 34.4 If this Agreement is terminated in part by notice of the Authority under Clause 33.4, then any payments due by the Authority in relation to that termination in part shall be assessed in accordance with the Change Control Procedure and, for the avoidance of doubt, a Termination Payment will not be due.
- 34.5 If this Agreement is terminated (in part or in whole) by the Authority pursuant to Clauses 33.1(b), 33.1(c), 33.1(d) and/or 33.2 (*Termination by the Authority*), or the Term expires, the only payments that the Authority shall be required to make as a result of such termination (whether by way of compensation or otherwise) are:

- (a) payments in respect of any Assets or apportionments in accordance with Schedule 8.5 (Exit Management); and
- (b) payments in respect of unpaid Charges for Services received up until the Termination Date.

34.6 The costs of termination incurred by the Parties shall lie where they fall if:

- (a) either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event pursuant to Clauses 33.1(c) or 33.2(b) (*Termination by the Authority*) or 33.6(b) (*Termination by the Supplier*); or
- (b) the Authority terminates this Agreement under Clause 33.1(d).

34.7 In circumstances where this Agreement is terminated in whole for a continuing Force Majeure Event pursuant to clause 33.1(c) or 33.1.(d) (*Termination by the Authority*), or 33.6(b) (*Termination by the Supplier*) the Authority shall pay the Supplier a Smoothing Payment in accordance with Paragraph 7 of Schedule 7.2 (*Payments on Termination*). For the avoidance of doubt, no other element of the Termination Payment shall be payable by the Authority in these circumstances.

Payments by the Supplier

34.8 In the event of termination or expiry of this Agreement, the Supplier shall repay to the Authority all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination.

SECTION J - MISCELLANEOUS AND GOVERNING LAW

35 COMPLIANCE

Health and Safety

- 35.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Authority Premises.
- 35.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

Equality and Diversity

- 35.3 The Supplier shall:
- (a) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Supplier's equality and diversity policy as provided to the Authority from time to time and the Supplier shall consider any representations from the Authority if the Authority considers that the Supplier's equality and diversity policy is insufficient in any material respect; and
 - (iii) any other requirements and instructions which the Authority reasonably requests in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

Official Secrets Act and Finance Act

- 35.4 The Supplier shall comply with the provisions of:
- (a) the Official Secrets Acts 1911 to 1989 to the extent that such legislation is applicable to the Services; and
 - (b) section 182 of the Finance Act 1989.

36 ASSIGNMENT AND NOVATION

- 36.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Authority.
- 36.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:
- (a) any Central Government Body; or
 - (b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Supplier shall, at the Authority's request, enter into a novation agreement in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this Clause 36.2.

- 36.3 A change in the legal status of the Authority such that it ceases to be a Central Government Body shall not (subject to Clause 36.4) affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Authority.
- 36.4 If the Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Agreement to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Authority (any such body a "Successor Body"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Authority under limb (k) of the definition of Supplier Termination Event (as if references in that limb (k) to the Supplier were references to the Successor Body).

37 WAIVER AND CUMULATIVE REMEDIES

- 37.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 37.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

38 RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

39 PREVENTION OF FRAUD AND BRIBERY

- 39.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 39.2 The Supplier shall not during the term of this Agreement:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 39.3 The Supplier shall during the term of this Agreement:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (b) have in place reasonable prevention measures (as defined in sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under Clause 39.3(a) and make such records available to the Authority on request; and
 - (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with Section 47 of the Criminal Finances Act 2017.
- 39.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of Clause 39.1 and/or 39.2, or has reason to believe that it has or any of the Supplier Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

39.5 If the Supplier makes a notification to the Authority pursuant to Clause 39.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, Records and/or any other relevant documentation in accordance with Clause 12 (Records, Reports, Audits and Open Book Data).

39.6 If the Supplier is in Default under Clauses 39.1 and/or 39.2, the Authority may by notice:

- (a) require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate this Agreement.

39.7 Any notice served by the Authority under Clause 39.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Agreement shall terminate).

40 SEVERANCE

40.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

40.2 In the event that any deemed deletion under Clause 40.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

40.3 If the Parties are unable to agree on the revisions to this Agreement within 10 Working Days of the date of the notice given pursuant to Clause 40.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 8.3 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 60 Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 40.3.

41 FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

42 **ENTIRE AGREEMENT**

- 42.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 42.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 42.3 Nothing in this Clause 42 shall exclude any liability in respect of misrepresentations made fraudulently.

43 **THIRD PARTY RIGHTS**

- 43.1 The provisions of Clause 19.1 (*IPRs Indemnity*), Paragraph 4 of Part B and Paragraphs 1.4, 2.3 and 2.8 of Part C of Schedule 9.1 (*Staff Transfer*) and the provisions of Paragraph 6.9 of Schedule 8.5 (*Exit Management*) (together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
- 43.2 Subject to Clause 43.1, a person who is not a Party to this Agreement has no right under the CRTPA to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 43.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Authority, which may, if given, be given on and subject to such terms as the Authority may determine. Where a Third Party Provision relates to an indemnity to be provided by the Supplier to a Third Party Beneficiary, the Authority shall not agree to allow such Third Party Beneficiary to enforce such provision unless the Third Party Beneficiary has agreed to allow the Supplier rights to conduct the relevant claim, on the same terms as set out in Schedule 8.7 (*Conduct of Claims*).
- 43.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 43.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

44 **NOTICES**

- 44.1 Any notices sent under this Agreement must be in writing.
- 44.2 Subject to Clause 44.4, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after	Dispatched as a pdf attachment to an e-mail to the correct e-mail address

	sending	without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For TM 1 st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

- 44.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Authority	Supplier
Contact		Supplier Representative and Head of PSGA
Address	100 Parliament Street LG70/71, London SW1A 2HQ	Explorer House Adanac Drive Southampton SO16 0AS
Email		

- 44.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 44.2:

- (a) Force Majeure Notices;
- (b) notices issued by the Supplier pursuant to Clause 33.6 (*Termination by the Supplier*);

- (c) Termination Notices; and
- (d) Dispute Notices.

- 44.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 44.4 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 44.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.
- 44.6 This Clause 44 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure)).

45 DISPUTES

- 45.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.
- 45.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

46 GOVERNING LAW AND JURISDICTION

- 46.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 46.2 Subject to Clause 45 (*Disputes*) and Schedule 8.3 (*Dispute Resolution Procedure*), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

47 COUNTERPARTS

- 47.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of **ORDNANCE
SURVEY LIMITED:**

Signature:



Name (block capitals): Steve Blair
capitals):

Director

SIGNED for and on behalf of **THE MINISTER
FOR THE CABINET OFFICE**

Signature:

DocuSigned by:


Name (block capitals): Timothy James Rogers

Position: Commercial Director

Date: March 31, 2020 | 21:38 BST

SCHEDULE 1

Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

“Access Permission”	means the level of access to the Virtual Library permitted for any Nominated Authority User, as notified by the Authority to the Supplier from time to time;
"Access Services"	means the Services set out in Part 2 (<i>Access to and Use of OS Data and Digital Services</i>) of Schedule 2.1 (<i>Services Description</i>);
“Acquired Rights Directive”	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Actual Royalty Amount”	means, in relation to each Contract Year all of the Supplier’s royalties generated by licensing NGD Data for commercial re-use by licensed and internal partners;
“Additional Public Bodies”	means any bodies that the Parties agree from time to time (the rationale for which would need to be made publically available);
“AddressBase”	means the Premium Dataset known as AddressBase described in Schedule 2.1 (<i>Services Description</i>);
“AddressBase Plus”	Means the Premium Dataset known as AddressBase Plus described in Schedule 2.1 (<i>Services Description</i>);
“AddressBase Premium”	Means the Premium Dataset known as AddressBase Premium described in Schedule 2.1 (<i>Services Description</i>);
“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate

	from time to time;
“Agreement Managers”	means the Authority Manager and the Supplier Manager;
“Annual Charge”	means the charge payable each Contract Year as calculated in accordance with Paragraph 3.2 and Paragraph 8 of Part A (<i>General</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>) and Part 1 of Annex 1 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Annual Charge First Instalment”	means 50% of the Annual Charge;
“Annual Charge Second Instalment”	means 50% of the Annual Charge subject to the adjustments described in Paragraphs 3.18, Paragraph 6 and Paragraph 7 of Part A (<i>General</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>) and Paragraph 1.3 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“API”	means an application programming interface;
“Assets”	has the meaning given in Schedule 7.2 (<i>Termination Payment</i>);
“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
“Assurance Group”	means a group established by the Authority in accordance with Schedule 8.1 (<i>Governance</i>) with the role and remit set out in Schedule 8.1 (<i>Governance</i>);
“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (<i>Records, Reports, Audit and Open Book Data</i>) and Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Audit Agents”	<p>(a) the Authority’s internal and external auditors;</p> <p>(b) the Authority’s statutory or regulatory</p>

auditors;

- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Authority Cause”

any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or
- (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

“Authority Data”

data of the Authority that are supplied by the Authority to the Supplier to enable the Supplier to provide the Services;

“Authority Testing Personnel”

has the meaning given in Schedule 6.2 (*Testing Procedures*);

“Audit Rights”

the audit and access rights referred to in Schedule 7.5 (*Financial Reports and Audit Rights*);

“Authority IPRs”

IPRs owned by the Authority, including IPRs contained in Authority Data and any of the Authority's Know-How, materials, documentation, processes and procedures;

“Authority Manager”

means the representative appointed by the Authority pursuant to Paragraph 2.1 of Schedule 8.1 (*Governance*);

“Authority Premises”

premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the

	Supplier or its Sub-contractors for provision of the Services (or any of them) which for the avoidance of doubt excludes any of the Supplier's premises;
"Authority Representative"	the senior representative appointed by the Authority pursuant to Clause 11.4 (<i>Representatives</i>);
"Authority Requirements"	the requirements of the Authority set out in Schedules 2.1 (<i>Services Description</i>), 2.2 (<i>Performance Indicators</i>), 2.3 (<i>Standards</i>), 2.4 (<i>Security Management</i>), 2.5 (<i>Insurance Requirements</i>), 6.1 (<i>Delivery Plans</i>), 8.4 (<i>Reports and Records Provisions</i>), 8.5 (<i>Exit Management</i>) and 8.6 (<i>Service Continuity Plan</i>);
"Authority Responsibilities"	the responsibilities of the Authority specified in Schedule 3 (<i>Authority Responsibilities</i>);
"Baseline Royalty Target"	has the meaning given in Part 2 of Annex 1 of Schedule 7.1(<i>Charges and Invoicing</i>);
"Baseline Security Requirements"	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (<i>Security Management</i>), as updated from time to time by the Authority and notified to the Supplier in accordance with Clause 20 (<i>Authority Data and Security Requirements</i>);
"Benchmarked Service"	means those elements of the Service as set out in clause 8.4;
"Bilateral Agreement"	means the agreements listed in Table A of Schedule 12 (<i>Bilateral Agreements</i>) as amended from time to time, together with any renewal or replacement of such agreements in accordance with Paragraph 3 of Schedule 12 (<i>Bilateral Agreements</i>);
"Breakage Costs Payment"	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“Change”	any change to this Agreement other than a Contract Change or an Operational Change;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Agreement set out in Schedule 8.2 (<i>Change Control Procedure</i>);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (<i>Charges and Invoicing</i>), including any Service Charges;
“Citizen Users”	means any natural person that consumes OS Data for their own personal non-commercial use;
“Commercially Sensitive Information”	the information listed in Schedule 4 (<i>Commercially Sensitive Information</i>) which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
“Comparable Service”	in relation to the Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of

performance);

“Comparable Supply”

the supply of services to another customer of the Supplier that are the same or similar to any of the Services;

“Comparison Group”

in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Supplier which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Supplier’s professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Supplier, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;

“Communication Plan”

means the communication plan agreed between the Authority and the Supplier in accordance with paragraph 2.7 of Schedule 8.1 (*Governance*);

“Confidential Information”

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party Group; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;
- (c) discussions, negotiations, and

correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and

- (d) Information derived from any of the above,

but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's:
 - 1. performance under this Agreement in relation to the Services described in Schedule 2.1 (*Services Description*); or
 - 2. failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (*Supply Chain Protection*);

“Consumer Prices Index”

means the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree

	most closely resembles such index;
“Contract Change”	any change to the provisions of Schedule 2.1, Schedule 2.2, Schedule 2.3, Schedule 2.4, Schedule 2.5, Schedule 6.1, Schedule 6.2, Schedule 8.1, Schedule 8.4 and/or Schedule 10;
“Contracts Finder”	the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;
“Contract Year”	<p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”	has the meaning given in the Data Protection Legislation;
“Cost MI”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“CRA IPRs”	Intellectual Property Rights held by the Crown and licensed to the Supplier under the Crown Rights Agreement, such rights being the copyright and database rights in the material identified in the schedules to that agreement;
“Crown Rights Agreement”	means the agreement between the Keeper of Public Records and the Supplier dated 24 August 2017 for the assignment and licence of certain rights that are the subject matter of that agreement and any subsequent revisions on substantially the same terms;

“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Customer”	means a Customer as listed in Paragraph 1.1 of Part 11 (<i>Customer Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“Customer Support”	means the support provided to Customers by the Supplier in accordance with Part 11 (<i>Customer Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“Customer Support Services”	means the Services as set out in Part 11 (<i>Customer Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“Customer Type”	means the types of Customer listed in Paragraph 1 of Part 11 (<i>Customer Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“Data”	means any text, graphic, image, audio and / or visual material, software, data, database content or other multimedia content, information and material, discrete values and statistics collected together for reference or analysis, including for example, but not limited to, features, points, lines, polygons, i.e. information about a specific building, stretch of river, or address;
“Data Protection Legislation”	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the DPA; 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 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
“Data Receiver”	has the meaning set out in Clause 23.12;
“Dataset”	means an identifiable collection of Data

	(including but not limited to, for example an identifiable collection of NGD Data grouped by Theme);
“Data Subject”	has the meaning given in the Data Protection Legislation;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> (a) in the case of the Authority, of it or its employees, servants, agents; or (b) in the case of the Supplier, of it or its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Defect”	<ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated User Acceptance Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the

Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated User Acceptance Criteria;

“Deferred Test Issue Amount”	has the meaning given in Schedule 2.2 (Performance Levels);
“Delay”	<p>(a) a delay in the achievement of a Key Delivery Milestone by its Milestone Date; or</p> <p>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Outline Delivery Plan;</p>
“Deliverable”	an item or feature delivered or to be delivered by the Supplier arising from the provision of the Services at or before a Milestone Date or at any other stage during the performance of this Agreement, including items of Supplier Software;
“Delivery Plan”	means the Outline Delivery Plan or the finalised Detailed Delivery Plans for each Contract Year as updated in accordance with paragraph 5 of Schedule 6.1 (<i>Delivery Plan</i>);
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
“Detailed Delivery Plan”	has the meaning set out in Schedule 6.1 (<i>Delivery Plans</i>);
“Digital Services”	means the digital services made available by the Supplier to the Authority and Customers, including (but not limited to) the OS Website, OS APIs, OS Data Hub and Download Service

as set out in Part 2 (*Access and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*);

“Disclosing Party”

has the meaning given in Clause 21.1 (*Confidentiality*);

“Disclosing Party Group”

- (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and
- (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;

“Dispute”

any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

“Dispute Notice”

a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute as further defined in Schedule 8.3 (*Dispute Resolution Procedure*);

“Dispute Resolution Procedure”

the dispute resolution procedure set out in Schedule 8.3 (*Dispute Resolution Procedure*);

“Documentation”

descriptions of the Services and Deliverables, details of the Software, operating manuals, process definitions and procedures and all such other documentation as:

- (a) is required to be supplied by the Supplier to the Authority under this Agreement;
- (b) is required by the Supplier in order to provide the Services; and/or
- (c) has been or shall be generated for the purpose of providing the Services;

“DOTAS”

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

“Download Service”

means the service made available by the Supplier to enable Customers to download data from the OS Data Hub either via manual download in the OS Data Hub or via the OS Download API as set out in Part 2 (Access and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description);

“DPA”

the Data Protection Act 2018;

“Education Support Services”

means the Services set out in Part 7 (*Education Support*) of Schedule 2.1 (*Services Description*);

“Effective Date”

means the date on which this Agreement is signed by both Parties or 1 April 2020 whichever is the later;

“EIRs”

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

“Eligible Body”

means:

- (a) a body which falls within the definition of “contracting authority” in Regulation 2(1) of the Public Contracts Regulations 2015, excluding (i) the Excluded Bodies, and (ii) any Infrastructure Body, and
- (b) any Additional Public Bodies;

“Emergency Maintenance”

ad hoc and unplanned maintenance provided by the Supplier where:

- (a) the Authority reasonably suspects that the Services, or any part of the Services, has or may have developed a fault, and notifies the Supplier of the same; or
- (b) the Supplier reasonably suspects that Services, or any part of the Services, has or may have developed a fault;

“Employee Liabilities”

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Employment Regulations”

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as

	amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“Equivalent Services Data”	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group provided that the Supplier shall not use any such data that relates to a period which ended more than 24 months prior the date of analysis;
“Excluded Bodies”	means: <ul style="list-style-type: none"> (a) any body whose geographic remit is wholly or mainly in Northern Ireland; (b) any public or private limited company (including whether limited by shares or guarantee), save where they meet the definition of an Additional Public Body; (c) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the Housing and Regeneration Act 2008; (d) any registered social landlord within the meaning of Part 2 of the Housing (Scotland) Act 2010, and (e) any other body as may be agreed by the Authority and the Supplier from time to time (the rationale for which would need to be made publicly available);
“Excluded Materials”	means as defined in Clause 17.3(a);
“Existing Addressing Products”	means AddressBase Premium, AddressBasePlus and AddressBase
“Existing Baseline Description”	has the meaning set out in Schedule 6.1 (<i>Delivery Plans</i>);
“Existing NGD Data”	means the Data already held in the NGD as at the Effective Date as set out in Part 3 (National Geographic Database) of Schedule 2.1 (Services Description), such OS Data to be maintained by the Supplier during the Term in accordance with this Agreement;
“Existing NGD Datasets”	means a Dataset made using a collection of

	Existing NGD Data;
“Exit Day”	shall have the meaning set out in the European Union (Withdrawal) Act 2018;
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (<i>Exit Management</i>);
“Extended SuperGainshare”	means the aspect of the Incentivisation mechanism described in Paragraph 3 of Part A (General) of Schedule 7.1 (Charges and Invoicing) where in Contract Year 5 and in any subsequent Contract Year, there has been a Positive Royalty Variation in each of the preceding two Contract Years that exceeds the Baseline Royalty Target by 20% or more;
“Finalised Milestone Specification”	means the finalised detailed specification for the Key Milestone Deliverable as described in Schedule 6.1 (<i>Delivery Plans</i>);
“Final Negative Royalty Variation”	means the amount by which the Actual Royalty Amount is less than the Baseline Royalty Target for Contract Year 10;
“Final Net Negative Royalty Variation”	has the meaning set out in Paragraph 4.2 of Part A of Schedule 7.1;
“Final Net Positive Royalty Variation”	has the meaning set out in Paragraph 4.3 of Part A of Schedule 7.1;
“Final Positive Royalty Variation”	means the amount by which the Actual Royalty Amount is higher than the Baseline Royalty Target for Contract Year 10;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from

acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;

“Force Majeure Notice”

a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

“Gainshare”

means the aspect of the Incentivisation mechanism described in Paragraph 3 of Part A (*General*) of Schedule 7.1 (Charges and Invoicing) where the Actual Royalty Amount is higher than the Baseline Royalty Amount;

“GDPR”

The General Data Protection Regulation (EU) 2016/679;

“General Anti-Abuse Rule”

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

“General Change in Law”

a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

“Geodetic Framework”

shall mean the geodetic framework, the requirements for which are set out in Paragraph 5 of Part 3 (*National Geographic Database*) of Schedule 2.1 (*Services Description*);

“GML”

means the standard of Geography Markup Language (GML) which is used for a Product as set out in the Product's specification available on the OS Website;

“Good Industry Practice”

at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably

	expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
“Half Year”	means the date that falls six (6) calendar months after the Effective Date and thereafter the date that falls six (6) calendar months after the anniversary of the Effective Date;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“Impact Assessment”	has the meaning given in Schedule 8.2 (<i>Change Control Procedure</i>);
“Incentivisation”	means the mechanism by which the Supplier and the Authority share the burden or the benefit of the difference between the Actual Royalty Payment and the Baseline Royalty Target more particularly described in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Incentivisation Percentage”	means for the Authority: 30% and the Supplier: 70%;
“Indemnified Person”	the Authority and each and every person to whom the Authority assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
“Independent Controller”	where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data;

“Information”

all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

“Infrastructure Body”

means:

- (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;
- (b) a body which is a provider of a ‘Public Electronic Communications Network’ as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the Communications Act 2003; or
- (c) any other entity as may be agreed by the Authority and the Supplier from time to time as being an infrastructure body, as published on the OS Website;

“Initial Upload Date”

means the first date following the Effective Date that any information or report is to be provided to the Authority under the terms of this Agreement;

“Internal Business Users”

means organisations (excluding OS OpenData Users, Members, Citizen Users and Solution Providers) to whom the Supplier supplies Premium Data and / or NGD Data for its own internal business use (i.e. to use OS Data for its own internal administration and operation of its business, and not to use for the purpose of developing a product or service for supply to customers). For clarity, (i) Internal Business Users are not included within the definition of ‘Customers’ for the purposes of this Schedule 2.1 (Services Description) of this Agreement, (ii) where and to the extent a Member is using OS Data under the PSGA Member Licence, it will not be within this definition, and (iii) an organisation can be both an Internal Business User and also a Solution Provider;

“International Engagement Plan”

means the long-term plan related to the international engagement work undertaken by the Supplier as defined in Paragraph 1.2 of Part 6 (*International Commitments on Behalf of UK Government and Setting International and*

National Standards) of this Schedule 2.1 (*Services Description*);

“International Services”

means the Services set out in Part 6 (International Commitments on behalf of UK Government and Setting International and National Standards) of Schedule 2.1 (Service Requirements);

“International Standards Plan”

means the long-term plan related to the setting of international and / or national standards work undertaken by the Supplier as defined in Paragraph 1.2 of under Part 6 (International Commitments on Behalf of UK Government and Setting International and National Standards) of this Schedule 2.1 (Services Description);

“Insolvency Event”

with respect to any person, means:

- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that that person with one or more other companies or the solvent reconstruction of that person;
- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the

assets of that person;

- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has

an effect equivalent or similar to any of the events mentioned above;

“Intellectual Property Rights” or “IPRs”

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Intervention Cause”

has the meaning given in Clause 29.1 (Remedial Adviser);

“Intervention Notice”

has the meaning given in Clause 29.1 (*Remedial Adviser*);

“Intervention Period”

has the meaning given in Clause 29.2(c) (*Remedial Adviser*);

“Intervention Trigger Event”

- (a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;
- (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; and/or
- (c) the Supplier not achieving a Key Delivery Milestone within 75 days of its relevant Milestone Date save where the Authority has identified a Test Issue in accordance with Paragraph 3.1 of Part A of Schedule 2.2 (Performance Levels) in which circumstances the Supplier not achieving the relevant Test Issue KDM within 75 days of the Rectification Date;

“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs, save for any such claim to the extent that it is caused or contributed by:
	<p>(a) any breach of any relevant licence terms by that Indemnified Person; or</p> <p>(b) by any use by or on behalf of that Indemnified Person of any Relevant IPRs, in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;</p>
“IT”	information and communications technology;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Delivery Milestone”	an event or task described in a Detailed Delivery Plan which, if applicable, shall be completed by the relevant Milestone Date or, where the context requires, a Key Delivery Milestone as listed in the Outline Delivery Plan;
“Key Performance Indicator” or “KPI”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>)
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (<i>Key Personnel</i>);
“Key Roles”	a role described as a Key Role in Schedule 9.2 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with Clause 14.4 (<i>Key Personnel</i>);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know

	how already in the other Party's possession before this Agreement;
"Law"	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Library Documentation"	means as defined in Paragraph 4.4 of Schedule 8.4 (<i>Reports and Records Management</i>);
"Licensed Partners"	means organisations that are licensed by the Supplier for the commercial re-use of OS Data under the Supplier's commercial terms;
"Losses"	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Maintenance Schedule"	shall have the meaning set out in Clause 9.1 (<i>Maintenance</i>);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Management Information"	the management information specified in Schedule 2.2 (<i>Performance Levels</i>), Schedule 7.1 (<i>Charges and Invoicing</i>) and Schedule 8.1 (<i>Governance</i>) to be provided by the Supplier to the Authority;
"Material KPI Failure"	means, in relation to any KPI, the failure by

	the Supplier to meet a Target for such KPI, for a period of three consecutive months;
"Member"	means any Eligible Body that is party to a Member Licence;
"Member Licence"	means a licence to be entered into between the Supplier and a Member on the terms set out in Schedule 11 (<i>Member Licence</i>);
"Member Services"	means the Customer Support, Technical Support Services and MFE Services and access to and use of OS Data and Digital Services including Premium Data, OS OpenData Datasets, NGD Data, the OS Data Hub, OS APIs;
"MFE Services"	means the mapping for emergency services the requirements for which are set out in Part 5 (<i>Mapping for Emergencies</i>) of Schedule 2.1 (<i>Services Description</i>);
"Milestone Achievement Certificate"	the certificate to be granted by the Authority when the Supplier has achieved a Key Delivery Milestone, which shall be in substantially the same form as that set out in Annex 1 (<i>Milestone Achievement Certificate</i>) of Schedule 6.2 (<i>Testing Procedures</i>);
"Milestone Date"	the target date set out against the relevant Key Delivery Milestone in the Detailed Delivery Plan by which the Key Delivery Milestone must be achieved;
"month"	a calendar month and "monthly" shall be interpreted accordingly;
"Negative Royalty Variation"	means the amount by which the Actual Royalty Amount is less than the Baseline Royalty Target for each Contract Year;
"Net Extended SuperGainshare Amount"	has the meaning set out in Paragraph 3.15 of Part A of Schedule 7.1;
"Net Negative Royalty Variation"	has the meaning set out in Paragraph 3.8 of Part A of Schedule 7.1;
"Net Positive Royalty Variation"	has the meaning ascribed thereto in Paragraph 3.5 of Part A of Schedule 7.1;

“Net SuperGainshare Amount”	has the meaning set out in Paragraph 3.11 of Part A of Schedule 7;
“New Releases”	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“New NGD Data”	means the new NGD Data to be added by the Supplier to the NGD as set out in Part 3 (<i>National Geographic Database</i>) of Schedule 2.1 (<i>Services Description</i>) and as per Annex 1 (<i>Existing Baseline Descriptions for NGD Datasets</i>) of the same Part, or Datasets thereof, as applicable;
“New NGD Dataset”	means a Dataset made using a collection of New NGD Data;
“New Product or Service”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“NGD” or “National Geographic Database”	means the database containing data the Supplier makes available to describe the geography of Great Britain which is used across the public sector to underpin a wide variety of policy outcomes and service delivery activities as more particularly described in Part 3 (<i>National Geographic Database</i>) of Schedule 2.1 (<i>Services Description</i>);
“NGD APIs”	means the APIs to access the NGD Data as set out in Paragraph 6.3 of Part 2 (<i>Access to and Use of OS Data and Digital Services</i>) of Schedule 2.1 (<i>Services Description</i>);
“NGD Data”	means the New NGD Data and the Existing NGD Data;
“NGD Datasets”	means a Dataset made using a collection of NGD Data;
“NGD Services”	means the Services set out in Part 3 (<i>National Geographic Database</i>) of Schedule 2.1

(*Services Description*);

“Nominated Authority User”

means the duly authorised Authority personnel, contractors or agents identified in Annex 3 of Schedule 8.4 (*Reports and Record Keeping*) or otherwise notified in writing by the Authority to the Supplier from time to time who require access to the Virtual Library;

“Notifiable Default”

shall have the meaning given in Clause 27.1(*Rectification Plan Process*);

“Occasion of Tax Non-Compliance”

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

“Open Book Data”

has the meaning given in Schedule 7.5 (*Financial Reports and Audit Rights*);

“Open Government Licence”

means the terms of the Open Government Licence set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> as may be

“Open Source” or “Open Source Software”

updated from time to time.

computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

“Operational Change”

any change in the Supplier’s operational procedures which in all respects, when implemented:

- (a) will not affect the Charges and will not result in any other costs to the Authority;
- (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority’s IT infrastructure; and
- (d) will not require a change to this Agreement;

“OS APIs”

means the application programming interfaces allowing access to OS Data to be delivered by the Supplier as part of the Digital Services as set out in Paragraph 5 of Part 2 (*Access to and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*);

“OS Data”

means the Data within the Premium Data, NGD Data and OS OpenData as set out in Schedule 2.1 (*Services Description*), including any Datasets thereof, which the Supplier owns (or which is licensed to the Supplier by the Crown or its third party licensors);

“OS Data Hub”

means the online portal described in Paragraph 2 of Part 2 (*Access to and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*) through which the Supplier enables Customers to access and / or download OS Data and the Digital Services (including the OS APIs) all as made available to Customers in accordance with Part 2 (*Access to and Use of OS Data and Digital*

	<i>Services</i>) of Schedule 2.1 (<i>Services Description</i>);
“OS Deliverables”	means the outputs to be delivered by the Supplier as specified in Schedule 2.1 (<i>Services Description</i>);
“OS Helpdesk”	means a helpdesk which the Supplier makes available to Customers in accordance with Part 11 (<i>Customer Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“OSMA”	means the One Scotland Mapping Agreement between Scottish Ministers and Ordnance Survey Limited with an effective date of 1 April 2013;
“OS OpenData”	means the data available under the Open Government Licence version 3 including the OS OpenData Datasets;
“OS OpenData Agreement”	means the OS OpenData Agreement between the Authority and the Supplier dated 30 March 2010 as amended on 21 July 2014 and 29 March 2017;
“OS OpenData Datasets”	means the Datasets as set out in Paragraph 3 of Part 2 (<i>Access to and Use of OS Data and Digital Services</i>) of Schedule 2.1 (<i>Services Description</i>) which are licensed under the terms of the Open Government Licence;
“OS OpenData Users”	means anyone consuming OS OpenData Datasets;
“OS Website”	means the Supplier website containing information for Members, Solution Providers, OS OpenData Users and Citizen Users and which is available to the general public via which Customers access Digital Services (including any OS APIs) and manage their Digital Service account(s);
“Outline Delivery Plan”	means the outline plan set out at Annex 1 (<i>Outline Delivery Plan</i>) of Schedule 6.1 (<i>Delivery Plans</i>);
“PAR”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Painshare”	means the aspect of the Incentivisation mechanism described in Paragraph 3 of Part A (<i>General</i>) of Schedule 7.1 (<i>Charges and</i>

	<i>Invoicing</i>) where the Actual Royalty Amount is lower than the Baseline Royalty Target;
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 33.2(b) (<i>Termination by the Authority</i>) or 33.6(b) (<i>Termination by the Supplier</i>) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 4 of this Agreement;
“Performance Measure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Performance Measure Amount”	has the meaning set out in Schedule 2.2 (<i>Performance Levels</i>);
“Permitted Recipient”	means all directors, officers, employees, agents, consultants of the Data Receiver engaged in the performance of its obligations under this Agreement and who need access to the Personal Data to enable the Data Receiver to meet its obligations under this Agreement;
“Personal Data”	has the meaning given in the Data Protection Legislation;
“Personal Data Breach”	has the meaning given in the Data Protection Legislation;
“Positive Royalty Variation”	means the amount by which the Actual Royalty Amount exceeds the Baseline Royalty Target as referred to in Paragraph 3.5 of Part A (<i>General</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Post PMC Period”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Premium Datasets”	means the Datasets as set out in Paragraph 4 of Part 2 (<i>Access to and Use of OS Data and Digital Services</i>) of Schedule 2.1 (<i>Services Description</i>);

“Processor”

has the meaning given to it under the Data Protection Legislation;

“Prohibited Act”

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017) ; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“PSMA”

means the Public Sector Mapping Agreement between the Secretary of State for Business, Energy and Industrial Strategy and Ordnance Survey Limited dated 4 August 2010 as amended pursuant to variation agreements dated 31 January 2011, 19 December 2011, 7 August 2013, 15 September 2014 and 15

February 2017;

“Public Task”	means the public task set out in Schedule 2.1 (<i>Services Description</i>) or any additional public task requirements as may be agreed by the Authority and the Supplier in accordance with the Change Control Procedure;
“Quality Plan”	means the plan referred to in Clause 6.1 (<i>Quality Plan</i>) as updated annually by the Supplier;
“Quarter”	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
“R&D Output”	has the meaning given in Paragraph 3.2 of Part 4 (<i>Research and Development</i>) of Schedule 2.1 (<i>Services Description</i>);
“Recipient”	has the meaning given in Clause 21.1 (<i>Confidentiality</i>);
“Records”	has the meaning given in Paragraph 3.1 (<i>Records</i>) of Schedule 8.4 (<i>Reports and Records Provisions</i>);
“Rectification Date”	has the meaning given in Paragraph 3.1 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Rectification Plan Failure”	<ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.4 (<i>Submission of the draft Rectification Plan</i>) or 27.8 (<i>Agreement of the Rectification Plan</i>); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 27.7 (<i>Agreement of the Rectification Plan</i>); (c) the Supplier failing to rectify a

material Default within the later of:

- (i) 30 Working Days of a notification made pursuant to Clause 27.2 (*Notification*); and
- (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) not used; and/or
- (e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

“Rectification Plan Process”

the process set out in Clauses 27.4 (*Submission of the draft Rectification Plan*) to 27.9 (*Agreement of the Rectification Plan*);

“Registers”

has the meaning given in Schedule 8.5 (*Exit Management*);

“Relevant IPRs”

IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Agreement including IPRs in the Third Party Software and the Third Party IPRs but excluding any IPRs in the Authority Data and/or Authority IPRs;

“Relevant Requirements”

all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Relevant Tax Authority”

HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is

	established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause 31.2 (<i>Authority Cause</i>);
“Remedial Adviser”	the person appointed pursuant to Clause 29.2 (<i>Remedial Adviser</i>);
“Remedial Adviser Failure”	has the meaning given in Clause 29.6 (<i>Remedial Adviser</i>);
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Supplier”	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing Replacement Services for its own account, the Authority);
“Request for Information”	a Request for Information under the FOIA or the EIRs;
“Research and Development Plan”	means the plan set out in Paragraph 2.2.1 of Part 4 (<i>Research and Development</i>) of Schedule 2.1 (<i>Services Description</i>);
“Research and Development Services”	means the Services set out in Part 4 (<i>Research and Development</i>) of Schedule 2.1 (<i>Services Description</i>);
“Service Charges”	the amounts payable in accordance with the pricing mechanism as described in Paragraph 3.1 of Part A (<i>General</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (<i>Service Continuity Plan</i>) as may be amended from time to time;

“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 8.6 (<i>Service Continuity Plan</i>);
“Service Period”	a calendar month, save that: <ul style="list-style-type: none"> (a) the first service period shall begin on the Effective Date and shall expire at the end of the calendar month in which the Effective Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
“Services”	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (<i>Services Description</i>) and Schedule 13 (<i>Year Zero Services</i>);
“Service Transfer Date”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Services Description”	the services description set out in Schedule 2.1 (<i>Services Description</i>);
“Significant Sub-contractor”	has the meaning given in Schedule 8.6 (<i>Service Continuity Plan</i>);
“Software”	Supplier Software, Third Party Software and any software created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
“Solution Providers”	means any legal entity to the extent that that entity is licensed by the Supplier under the Supplier’s applicable commercial terms to use Premium Data and / or NGD Data for the purpose of developing a product, application or service that is intended for use by a third party. Solution Providers shall not include:

- a) Members, where and to the extent that they are using Premium Data and / or NGD Data under the Member Licence;
- b) any organisation where and to the extent that such organisation is licensed for such Premium Data and / or NGD Data by a third party (including by a third party that falls within the definition of Solution Providers); or
- c) any organisation where and to the extent that such organisation is licensed by the Supplier to use Premium Data and / or NGD Data for its own internal business use (i.e. to use OS Data for its own internal administration and operation of its business, and not to use for the purpose of developing a product or service for supply to customers); or
- d) any organisation where and to the extent such organisation is licensed by the Supplier to use Premium Data and / or NGD Data for development and evaluation purposes only; or
- e) any OS OpenData User, where and to the extent such User is licensed under the Open Government Licence;

To avoid doubt, the Supplier's commercial business division currently known as OS Commercial will be capable of falling within this definition, notwithstanding that it is not a separate legal entity from the Supplier;

“Specific Change in Law”

a Change in Law (including any primary or secondary legislation that has as its primary subject the management and operation of the Supplier) that relates specifically to the business of the Authority and which would not affect a Comparable Supply;

“Staffing Information”

has the meaning given in Schedule 9.1 (*Staff Transfer*);

“Standards”

the standards, policies and/or procedures identified in Schedule 2.3 (*Standards*);

“Sub-contract”

any contract or agreement (or proposed contract or agreement) between the Supplier

(or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

“Sub-contractor”

any third party with whom:

- (a) the Supplier enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub-contract,

or the servants or agents of that third party;

“Subject Matter Experts”

means experts with technical and/or policy knowledge and expertise;

“Subject Matter Expert Group”

means a focus group made up of Subject Matter Experts determined and established by the Authority in accordance with Paragraph 5 (*Subject Matter Expert Group*) of Schedule 8.1 (*Governance*);]

“Subsidiary Undertaking”

has the meaning set out in section 1162 of the Companies Act 2006;

“Successor Body”

has the meaning given in Clause 36.4 (*Assignment and Novation*);

“SuperGainshare”

means the aspect of the Incentivisation mechanism described in Paragraph 3 of Part A (General) Schedule 7.1 (Charges and Invoicing) where there is a Positive Royalty Variation that exceeds the Baseline Royalty Target by 30% or more in Contract Year 1 and/or in relation to Contract Years 2 and 3 respectively, by 20% or more;

“Supplier IPRs”

Intellectual Property Rights owned by the Supplier subsisting in Deliverables, OS Data, Supplier Software and/or Services;

“Supplier Group”

means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent

Undertakings;

“Supplier Manager”

means the representative appointed by the Supplier pursuant to paragraph 2.1 of Schedule 8.1 (*Governance*);

“Supplier Non-Performance”

has the meaning given in Clause 31.1 (*Authority Cause*);

“Supplier Personnel”

all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor all of whom are engaged in the performance of the Supplier’s obligations under this Agreement;

“Supplier Representative”

the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives*);

“Supplier Software”

software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be created by the Supplier for the purposes of providing the Services and that forms or will form part of the Deliverables (including within the OS Data Hub and for the purposes of the OS APIs), including software that configures or will configure access to the OS Data Hub, specifically excluding Third Party Software;

“Supplier Termination Event”

- (a) in relation to the KPIs that are measured on a monthly basis pursuant to Schedule 2.2 (*Performance Levels*) (the “**Monthly KPIs**”), the Supplier not achieving the relevant Targets for 50% of the Monthly KPIs for a period of three consecutive months;
- (b) the Supplier committing a material Default which is irremediable;
- (c) as a result of the Supplier’s Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the applicable aggregate annual liability cap for that Contract Year as set out in Clause 25.4 (*Financial Limits*);

- (d) a Remedial Adviser Failure;
- (e) a Rectification Plan Failure;
- (f) where a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 19 (*IPRs Indemnity*);
 - (ii) Clause 39.6(b) (*Prevention of Fraud and Bribery*); and/or
 - (iii) Not Used;
 - (iv) Not Used;
- (g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (h) the Supplier committing a material Default under Clause 10.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (i) the Supplier committing a material Default under any of the following Clauses:
 - (i) Clause 5.13(j) (*Services*);
 - (ii) Clause 23 (*Protection of Personal Data*);
 - (iii) Clause 22 (*Transparency and Freedom of Information*);
 - (iv) Clause 21 (*Confidentiality*); and
 - (v) Clause 35 (*Compliance*); and/or
 in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security

Requirements; and/or

in respect of any requirements set out in Schedule 9.1 (*Staff Transfer*);

- (j) Not Used;
- (k) an Insolvency Event occurring in respect of the Supplier;
- (l) a change of Control of the Supplier unless:
 - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (m) any failure by the Supplier to enter into or to comply with an Admission Agreement under Part B of Schedule 9.1 (*Staff Transfer*);
- (n) Authority rights of termination arise under any of the following Clauses:
 - (i) 15.24(b) (*Modern Slavery*);
 - (ii) 17.6 (*Authority's Right to CRA IPRs*);
 - (iii) 19.3(a) (*IPRs Indemnities*);
 - (iv) 29.6 (*Remedial Adviser*);
 - (v) 39.6 (*Prevention of Fraud and Bribery*);
 - (vi) Paragraph 5.4 of Schedule 2.4 (*Security Management*); or
- (o) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

“Supporting Documentation”	means sufficient information in writing to enable the Authority to reasonably assess whether the Charges and other sums due from the Authority to the Supplier under this Agreement detailed in the information are properly payable;
“Target”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Term”	the period of ten (10) years commencing on the Effective Date and ending on the expiry of the term or on earlier termination of this Agreement;
“Technical Support Services”	means the services set out in Part 10 (<i>Technical Support</i>) of Schedule 2.1 (<i>Services Description</i>);
“Termination Assistance Notice”	has the meaning given in Paragraph 5.1 of Schedule 8.5 (<i>Exit Management</i>);
“Termination Assistance Period”	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (<i>Exit Management</i>);
“Termination Date”	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
“Termination Payment”	the payment determined in accordance with Schedule 7.2 (<i>Payments on Termination</i>);
“Termination Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (<i>Exit Management</i>), and any other services required pursuant to the Termination Assistance Notice;

“Test Issue”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“Test Issue Amount”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Test Issue KDM”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Test Issue Threshold”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Tests” and “Testing”	any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (<i>Testing Procedure</i>) and “Tested” shall be construed accordingly;
“Third Party Auditor”	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 8.4 (<i>Reports and Records Provisions</i>);
“Third Party Beneficiary”	has the meaning given in Clause 43.1 (<i>Third Party Rights</i>);
“Third Party IPRs”	Intellectual Property Rights owned by a third party subsisting in any Third Party Software or other materials owned by a third party forming part of the Deliverables;
“Third Party Provisions”	has the meaning given in Clause 43.1 (<i>Third Party Rights</i>);
“Third Party Software”	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
“Threshold”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Tier 1 Member”	means any of the following: <ul style="list-style-type: none"> a) all Central Government Ministerial Departments, Non Ministerial Departments, Agencies, public corporations and other public bodies as listed on https://www.gov.uk/government/organisa

tions and for Scotland at
<https://www.gov.scot/publications/national-public-bodies-directory/pages/introduction/>;

- b) all one tier (unitary), two tier and Combined Local Authorities;
- c) National Parks;
- d) Transport Executives;
- e) Emergency services;
- f) Internal Drainage Boards;
- g) Clinical Commissioning Groups; and
- i) any other additional body that the Parties agree will be categorised as a Tier 1 Member;

“Tier 2 Member”	means a Member that is not a Tier 1 Member;
“Total Performance Measure Amount”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Transferring Assets”	has the meaning given in Paragraph 6.2 of Schedule 8.5 (<i>Exit Management</i>);
“Transferring Supplier Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transparency Information”	has the meaning given in Clause 22.1 (<i>Transparency and Freedom of Information</i>);
“Transparency Reports”	has the meaning given in Schedule 8.4 (<i>Reports and Records Provisions</i>);
“UK”	the United Kingdom;
“Unrecovered Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“Updates”	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
“Update Requirement”	means the occurrence of an event detailed in Schedule 8.4 (Reports and Records Provisions) Annex 3 (Virtual Library) which requires the

	Supplier to update the relevant information hosted on the Virtual Library;
“User Acceptance Criteria”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“User Acceptance Testing”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“User Acceptance Test Plan”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“User Engagement”	means engagement between the Authority, Subject Matter Experts and Customer in accordance with Schedule 8.1 (<i>Governance</i>);
“User Engagement Activities”	means as defined in Schedule 8.1 (<i>Governance</i>);
“User Engagement Plan”	means as defined in Schedule 8.1 (<i>Governance</i>);
“User Engagement Services”	means the services set out in Part 12 (<i>User Engagement</i>) of Schedule 2.1 (<i>Services Description</i>)
“Upgrades”	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“Virtual Library”	means the data repository hosted by the Supplier containing the information about this Agreement and the Services provided under it in accordance with Schedule 8.4 (<i>Reports and Records Provisions</i>);
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales and the period between Christmas Day and New Year’s day;
“Year Zero Fee”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>); and

“Year Zero Services”

means the services to be provided by the Supplier to the Authority prior to or following the Effective Date as set out in Schedule 13 (*Year Zero Services*).

SCHEDULE 2.1
SERVICES DESCRIPTION

Part	Content
Part 1	SERVICES DESCRIPTION INTRODUCTION
Part 2	ACCESS TO AND USE OF OS DATA AND DIGITAL SERVICES
Part 3	NATIONAL GEOGRAPHIC DATABASE
Part 4	RESEARCH AND DEVELOPMENT
Part 5	MAPPING FOR EMERGENCIES
Part 6	INTERNATIONAL COMMITMENTS ON BEHALF OF UK GOVERNMENT AND SETTING INTERNATIONAL AND NATIONAL STANDARDS
Part 7	EDUCATIONAL SUPPORT
Part 8	STATUTORY ASSESSOR TO THE BOUNDARY COMMISSIONS OF ENGLAND, WALES AND SCOTLAND
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Part 11	CUSTOMER SUPPORT
Part 12	USER ENGAGEMENT

PART 1

Services Description Introduction

INTRODUCTION

This Schedule, including its Annex, sets out the scope of the Services to be provided by the Supplier and provides a description of what each Service entails.

DEFINITIONS

In this Schedule, the following definitions shall apply:

“API Project”	means the method of grouping access to the applicable API within the OS Data Hub, with a unique API authentication key;
“Authorised List”	means the agreed list of Members within the definition of Category 1 responders in the Civil Contingencies Act 2004 of this Schedule 2.1 (Services Description) set out in Paragraph 7.1.2 of Part 2 (Access and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description);
"Business Hours"	means between 9am and 5pm (UK local time) on a Working Day, except that Business Hours shall mean between 8:30am and 5:30pm for the Services set out in Part 10 (Technical Support) and Part 11 (Customer Support) of Schedule 2.1 (Services Description);
“Cadre”	means the Technical Engagement Activity provided by the Supplier at Level 4 (Leveraging insights from OS Data to support government policy and outcomes), as more particularly described in Paragraph 6 of Part 10 (Technical Support) of Schedule 2.1 (Services Description);
“Critical National Infrastructure”	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ol style="list-style-type: none"> major detrimental impact on the availability, integrity or delivery of essential services - including those services whose integrity, if compromised, could result in significant loss of life or casualties - taking into account significant economic or social impacts; and/or significant impact on national security, national defence, or the functioning of the UK;

“Enhanced Technical Support”	means the enhanced technical support described in Paragraph 6 of Part 10 (Technical Support) of this Schedule 2.1 (Services Description);
“Emergencies”	means for the purposes of the MFE Services, the emergencies as defined in the Civil Contingencies Act 2004;
“GB National Parks”	means the following national parks in Great Britain: Cairngorms, Brecon Beacons, Dartmoor, Exmoor, Lake District, Loch Lomond, New Forest, Norfolk Broads, Northumberland, North York Moors, Peak District, Pembrokeshire Coast, Snowdonia, South Downs and Yorkshire Dales;
“GIS”	means geographic information system (GIS), a framework for collating, managing and analysing geographic Data;
“Height and Imagery OS Data”	means the NGD Data (or Datasets) for height as described in Paragraph 4.25 of Part 3 (National Geographic Database) and the NGD Data for imagery as described in Paragraph 4.27 Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description);
“MFE Incident”	means the Emergency incidents that the Supplier responds to as part of the MFE Services as set out in Part 5 (Mapping for Emergencies) of Schedule 2.1 (Services Description);
“Monthly Uptime Percentage”	has the meaning given in Paragraph 4.2 of Part C of Schedule 2.2 (<i>Performance Levels</i>);
“National Grid”	means the OSGB36® geodetic datum and a single Transverse Mercator projection for the whole of Great Britain. Positions on this projection are described using Easting and Northing coordinates in units of metres. The National Grid is a horizontal spatial reference system only, it does not specify a vertical (height) reference system;
“OS Download API”	means the OS API provided to Customers by the Supplier to facilitate the Download Service as referred to in Paragraphs 3.4 and 4.4 of Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description);
“Product”	means either a Premium Dataset or OS OpenData Dataset or both as applicable, as may be amended and/or updated from time;
“Research Data Agreements”	means the Supplier’s agreement relating to the use of OS Data in research projects referred to in Paragraph

	1.1 (a) of Part 7 (Educational Support) of this Schedule 2.1 (Services Description);
“Research Data Consortium Agreements”	means the Supplier’s agreements relating to the use of OS Data in research projects referred to in Paragraph in Paragraph 1.1 (a) of Part 7 (Educational Support) of this Schedule 2.1 (Services Description);
“Technical Engagement Activity”	means the technical engagement activity as set out in Paragraph 4.1 of Part 10 (Technical Support) of this Schedule 2.1 (Services Description);
“Technical Support”	means the technical support services as set out in Part 10 (Technical Support) of this Schedule 2.1 (Services Description);
“Technical Support Request”	means a request for technical support as defined in Paragraph 3.1.1 of Part 10 (Technical Support) of this Schedule 2.1 (Services Description);
“Technical Support Team”	means the technical support team as defined in Paragraph 2.1 of Part 10 (Technical Support) of this Schedule 2.1 (Services Description);
“Technology Readiness Level” or “TRL”	means a method for estimating the maturity of technologies at approximated levels as set out in Part 4 (Research and Development) of this Schedule 2.1 (Services Description);
“Test Beds”	means a real-world testing of new technology in accordance with Paragraph 2 of Part 4 (Research and Development) to this Schedule 2.1 (Services Description);
“Theme”	means the themes for Data within the NGD as set out in Paragraph 2.1 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description);
“Third Party Data”	means Data that is owned by a third party;
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales, and excluding (i) OS privilege holidays which take place on 3 days between 27 December and 31 December, and (ii) public holidays in Scotland for the Services provided to Members based in Scotland as set out in Part 10 (Technical Support) of Schedule 2.1 (Access to OS Data and Digital Services).

PART 2

ACCESS TO AND USE OF OS DATA AND DIGITAL SERVICES

The purpose of this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description) is to set out the access requirements for Members, Solution Providers and OS OpenData Users in respect of Premium Datasets, OS OpenData Datasets, NGD Datasets, the OS Data Hub and OS APIs.

The OS Deliverables set out in this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description) shall be available by the end of the third Contract Year. The Outline Delivery Plan in Schedule 6.1 (Delivery Plans) sets out when Key Milestone Deliverables will be available within the first three Contract Years, including for example (but not limited to) when Open MasterMap related Deliverables will be available. For clarity, from the Effective Date until the dates set out in the Outline Delivery Plan, Customers will have access to only the OS Data and Digital Services available under the PSMA, OSMA and Licensed Partner, and OS OpenData agreements.

1. Summary of Access

1.1. The table below indicates the level of access available to Members, Solution Providers and OS OpenData Users, both under and outside of the terms of this Agreement.

Supplier Deliverable	Customer Type		
	Members	Solution Providers	OS OpenData Users
OS Data Hub	Yes	Yes	Yes
Premium Datasets (supplied to Members free at the point of use under this Agreement)	Yes	Yes, as determined by the Supplier and under commercial terms	No
Premium Datasets (not supplied to Members under this Agreement)	Yes, under commercial terms	Yes, as determined by the Supplier and under commercial terms	No
OS OpenData Datasets	Yes	Yes	Yes
OS APIs	Yes (except where otherwise mentioned)	Yes, as determined by the Supplier and under commercial terms	For APIs serving OS OpenData Datasets only

NGD Data	Yes	Yes, as determined by the Supplier and under commercial terms	No
NGD APIs	Yes	Yes, as determined by the Supplier and under commercial terms	No

Footnotes used in this table:

All OS APIs will be available to Members free at the point of use, except for OS Places API for Match endpoint, which will be subject to the Supplier's commercial terms, as referenced in Paragraph 5.1 of this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description).

- 1.2. Members' access to and use of the OS Data, OS APIs and NGD APIs will be in accordance with this Schedule 2.1 (Services Description) including the Annex 1, and will be subject to the terms of the relevant licence, i.e. the PSGA Member Licence, Open Government Licence or the Supplier's commercial terms.
- 1.3. The OS Data, OS APIs and NGD APIs available to Members under this Agreement may be made available to Solution Providers and Internal Business Users, as determined by the Supplier. All access to and use of OS Data, OS APIs and NGD APIs by Solution Providers and Internal Business Users will be subject to the Supplier's commercial terms, as determined by the Supplier.
- 1.4. Access to and use of OS OpenData Datasets by OS OpenData Users will be subject to the terms of the Open Government Licence.
- 1.5. In the interests of national security, the Authority may direct that specific OS Data and/or Digital Services should be withheld from all Customers and Internal Business Users save for those specifically authorised by the Authority.

Withdrawal of Products, NGD Datasets and Digital Services

- 1.6. The Supplier and the Authority acknowledge that the Annual Charge envisages that the Supplier will not be required to maintain all elements of the OS Data and Digital Services throughout the life of the Agreement. Without prejudice to Paragraph 1.7, the Parties agree that the Supplier shall be entitled to request to the Authority that elements of the OS Data and Digital Services from time to time may be removed, either to reflect insufficient Customer demand and/or where such elements of the OS Data and Digital Services have been replaced or superseded by other OS Data and Digital Services providing similar or enhanced functionality and meeting the same market need.

Known Product withdrawals

- 1.7. In accordance with Paragraph 2.7 of Schedule 8.2 (Change Control Procedure), the Supplier shall be entitled to withdraw the following Products no earlier than during the following Contract Years as set out in the table below:

Contract Year	Products to be withdrawn
First Contract Year	Strategi
Second Contract Year	AddressBase, AddressBase Plus and AddressBase Islands Plus

Third Contract Year	OS MasterMap GreenSpace, OS Open GreenSpace, OS Terrain 50, Code-Point, Code-Point with Polygons, MiniScale, 1:250 000 Scale Colour Raster, Code-Point Open, OS Open Names and GB Overview Maps
Fourth Contract Year	OS MasterMap Topography Layer including Building Height attribute, OS MasterMap Sites Layer, OS VectorMap Local, OS VectorMap Local Black and White Raster, OS VectorMap Local Colour Raster, OS Open Map-Local and OS VectorMap District, OS Open Zoomstack, OS MasterMap Highways Road Network, OS MasterMap Highways Road Network with Routing and Asset Management Information, OS MasterMap Highways Path Network, OS Detailed Path Network, OS MasterMap Water Network Layer, OS Open Roads and OS Open Rivers.
Sixth Contract Year	AddressBase Core, AddressBase Premium, AddressBase Islands Premium, 1:25 000 Scale Raster, 1:50 000 Scale Raster, OS Open UPRN, OS Open USRN, OS Open TOID, OS Open Linked Identifiers.

- 1.8. Prior to the date that the Supplier wishes to withdraw a Product in accordance with Paragraph 1.7, the Supplier shall provide (i) the Authority with at least 15 months' written notice, and (ii) Customers with at least 12 months' notice via the OS Website, except that for Strategi, no notice period is required prior to withdrawal.

Future withdrawals

- 1.9. Where the Supplier wishes to withdraw any OS Data or Digital Service, other than those referred to above, it will only be entitled to do so in accordance with Schedule 8.2 (Change Control Procedure). The Supplier shall formally request any future withdrawals to the Authority citing reasons for the proposed withdrawal. No withdrawals shall be made without the written agreement of the Authority.

General

- 1.10. If any Member wishes to license any Premium Dataset or Digital Service which is not licensed under the terms of the PSGA Member Licence, the Supplier is entitled to license the Member to use such Dataset on its standard commercial terms.
- 1.11. The Parties agree that, from the date on which NGD Data is made available via the OS Data Hub in accordance with Paragraph 6 of this Part 2 and Schedule 6.1 (Delivery Plans), Members will be entitled to access such Data (save for Height and Imagery Data) under the terms of the PSGA Member Licence or the Open Government Licence as applicable. Where Members wish to access any Height and Imagery Data, the Parties agree that the Supplier is entitled to license this to Members on commercial terms.
- 1.12. The Supplier may at its discretion incorporate any of the New NGD Data into the Premium Datasets as and when the New NGD Data becomes available in accordance with Schedule 6.1 (Delivery Plans). The Authority may use the Change Control Procedure if it wishes to incorporate any New NGD Data into the Premium Datasets.

2. The OS Data Hub

- 2.1. The OS Data Hub will provide the functionality to Customers as described in this Paragraph 2.

2.2. Access to OS Data and APIs via the OS Data Hub

The following OS Data and APIs will be available for Customers to access via the OS Data Hub:

- 2.2.1. OS OpenData Datasets (as per Paragraph 3 of this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description));
- 2.2.2. Premium Datasets (as per Paragraph 4 of this Part 2 (Access and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description));
- 2.2.3. OS APIs (as per Paragraph 5 of this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description)); and
- 2.2.4. NGD Datasets and NGD APIs (as per Paragraph 6 of this Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description)).

2.3. Registration Process

A registration process will be available on the OS Data Hub to enable Customers to register before they can access OS Data, OS APIs and NGD APIs, except that OS OpenData Users will have the option to obtain manual downloads of OS OpenData Datasets without registration. The registration process will have a preference facility to enable Customers to select their marketing preferences.

2.4. API Access and Management

The OS Data Hub will enable Customers to access and manage the OS APIs and NGD APIs, including but not limited to, authentication credentials and for regeneration of OS APIs and NGD APIs.

2.5. Download Service

Registered Customers will have access to the Download Service via the OS Data Hub, except that OS OpenData Users do not have to register to manually download OS OpenData Datasets.

2.6. Download History

For up to one year from the point of download, registered Customers will have the ability to view their download history and re-access their downloads for any NGD Datasets and Premium Datasets via the OS Data Hub.

2.7. User Management

2.7.1. The OS Data Hub will enable registered Customers to:

- 2.7.1.1. manage their account details, including for example, but not limited to password, contact information, and marketing preferences;
- 2.7.1.2. manage the access and usage of other users within their organisation via user administration capabilities, including for example, but not limited to: adding, blocking, unblocking, assigning rights and deleting users.

2.7.2. The OS Data Hub will enable Members to provide their contractors with access to OS Data and OS APIs under the terms of the PGSA Member Licence.

2.8. Notifications and Reporting

2.8.1. The OS Data Hub will provide notification functionality to enable the Supplier to communicate with Customers, including but not limited to, informing users of announcements, issues and user account information.

2.8.2. The OS Data Hub will notify Customers if Premium Datasets and NGD Datasets downloads are not immediately available at the point of download, and notify such Customers when such OS Data is available.

2.8.3. The OS Data Hub will provide registered Customers with reporting functionality on their usage, including for example (but not limited to) an API dashboard to report on their API usage.

2.9. Payment

The OS Data Hub will provide billing and payment functionality for OS APIs, NGD APIs, Premium Datasets and NGD Datasets that are available under the Supplier's commercial terms.

2.10. Member NGD Dataset Sharing

The OS Data Hub will enable Members to share their user-defined selections of the NGD Datasets with other selected Members and / or contractors of Members under the terms of the PSGA Member Licence.

3. OS OpenData Datasets

3.1. Access to OS OpenData Datasets

3.1.1. Subject to Paragraph 3.1.2, each of the OS OpenData Datasets listed in Paragraph 3.2 shall comply with its corresponding Product specification as can be found on the OS Website.

3.1.2. Where the published specification on the OS Website for any OS OpenData Dataset is inconsistent with the information contained in the tables set out in Paragraphs 3.2 and 3.3, the tables in Paragraphs 3.2 and 3.3 shall take precedence.

3.2. OS OpenData Datasets: Supply Extents and Publication Frequency

3.2.1. The Supplier shall supply all OS OpenData Datasets to GB extent and, in respect of OS VectorMap District, OS Open Map - Local and OS Open Greenspace, in 100km tiles.

3.2.2. The Supplier shall publish OS OpenData Datasets on the months as set out on the OS Website but in all cases to meet the publication frequencies set out in Paragraph 3.2.4.

3.2.3. The Supplier may adjust the publication frequency and publication months from time to time in line with market demand and with the agreement of the Authority in accordance with the change control procedure set out in Schedule 8.2 (Change Control Procedure).

3.2.4. Subject to Paragraph 3.2.3, the publication frequency for OS OpenData Datasets shall be as set out in the table below.

OS OpenData Dataset	Publication frequency
MiniScale	Annually
1:250 000 Scale Colour Raster	Annually
Boundary-Line	Biannually
Strategi	No longer updated (last update: January 2016)
Code-Point Open	Quarterly

OS Open Zoomstack	Six-monthly
OS Open GreenSpace	Six-monthly
OS Open Map-Local	Six-monthly
OS Open Names	Quarterly
OS Open Roads	Six-monthly
OS Open Rivers	Six-monthly
GB Overview Maps	Annually
OS Terrain 50	Annually
OS VectorMap District	Six-monthly
OS Open UPRN	Six-weekly
OS Open USRN	Monthly
OS Open TOLD	Six-weekly
OS Open Linked Identifiers	Six-weekly

3.3. The Supplier shall make each OS OpenData Dataset available in the formats as set out below.

OS OpenData Dataset	Data Format							
	GML	ESRI Shape file	CSV	Geopackage	geoTIFF	ASCII GRID	Vector Tiles	GeoJSON
MiniScale	x	x	x	x	Yes	x	x	x
1:250 000 Scale Colour Raster	x	x	x	x	Yes	x	x	x
Boundary-Line	Yes	Yes	x	Yes	x	x	Yes ¹	Yes ¹
Strategi	x	Yes	x	x	x	x	x	x
Code-Point Open	x	x	Yes	Yes	x	x	x	Yes ¹
OS Open Zoomstack	x	x	x	Yes	x	x	Yes	Yes ¹
OS Open GreenSpace	Yes	Yes	x	Yes	x	x	Yes ¹	Yes ¹
OS Open Map - Local	Yes	Yes	x	Yes	Yes	x	Yes ¹	Yes ¹
OS Open Names	Yes	x	Yes	Yes	x	x	Yes ¹	Yes ¹
OS Open Roads	Yes	Yes	x	Yes	x	x	Yes ¹	Yes ¹
OS Open Rivers	Yes	Yes	x	Yes	x	x	Yes ¹	Yes ¹
GB Overview Maps	x	x	x	x	Yes	x	x	x
OS Terrain 50	Yes	Yes	x	Yes	x	Yes	Yes ¹	Yes ¹
OS VectorMap District	Yes	Yes	x	Yes	Yes	x	Yes ¹	Yes ¹
OS Open UPRN	x	x	Yes	Yes	x	x	x	x
OS Open USRN	x	x	x	Yes	x	x	x	x
OS Open TOID	x	x	Yes	Yes	x	x	x	x
OS Open Linked Identifiers	x	x	Yes	Yes	x	x	x	x
<p>Footnotes used in this table:</p> <p>¹ Subject to validation of requirement with users pursuant to User Engagement as further set out in Paragraph 6 of Schedule 8.1 (Governance) and Part 12 (User Engagement) of Schedule 2.1 (Services Description).</p>								

3.4. OS OpenData Dataset: Automated Download

To enable the automatic download and ingestion of OS OpenData Datasets, the Supplier shall make such data available at a predictable URL, where it will be capable of being accessed via the OS Download API. The OS Download API will provide links to the download, version and other metadata.

4. Premium Datasets

4.1. Availability of Premium Datasets

- 4.1.1. Subject to Paragraph 4.1.2, each of the Premium Datasets listed in Paragraph 4.2 shall comply with its corresponding Product specification as can be found on the OS Website.
- 4.1.2. Where the published specification on the OS Website for any Premium Datasets is inconsistent with the information contained in the tables set out in Paragraphs 4.2 and 4.3, the tables in Paragraphs 4.2 and 4.3 shall take precedence.

4.2. Premium Data: Supply Extents and Publication Frequency

- 4.2.1. The Supplier shall publish the Premium Datasets on the months as set out on the OS Website but in all cases to meet the publication frequencies set out in Paragraph 4.2.4, subject to Paragraphs 4.2.2 and 4.2.3.
- 4.2.2. The Supplier may adjust the publication frequency and publication dates from time to time in line with market demand and with agreement of the Authority in accordance with the change control procedure set out in Schedule 8.2 (Change Control Procedure).
- 4.2.3. The Authority may also ask the Supplier to review and adjust its publication schedule as part of the annual review process set out in Schedule 8.1 (Governance).
- 4.2.4. The supply extent and publication frequency for Premium Datasets are set out in the table below.

Premium Datasets	Supply Extent	Publication Frequency ¹	Available to
OS MasterMap Topography Layer * #	GB or user-defined	Six-weekly	Members and Solution Providers
OS MasterMap Sites Layer ² * #	GB or user defined	Six-monthly	Members and Solution Providers
OS MasterMap Building Height Attribute ³ * #	GB or user defined	Six-monthly	Members and Solution Providers
OS VectorMap Local * #	5km grid squares	Three-monthly	Members and Solution Providers
OS VectorMap Local Black and White Raster * #	5km grid squares	Three-monthly	Members and Solution Providers

Premium Datasets	Supply Extent	Publication Frequency ¹	Available to
OS VectorMap Local Colour Raster * #	5km grid squares	Three-monthly	Members and Solution Providers
OS VectorMap Local Backdrop Colour Raster * #	5km grid squares	Three-monthly	Members and Solution Providers
1:25 000 Scale Raster * #	10km grid squares	Three-monthly	Members and Solution Providers
1:50 000 Scale Raster * #	20km grid squares	Three-monthly	Members and Solution Providers
Code-Point * #	UK	Three-monthly	Members and Solution Providers
Code-Point with Polygons * #	GB	Three-monthly	Members and Solution Providers
AddressBase * #	GB or user defined	Six-weekly	Members and Solution Providers
AddressBase Plus * #	GB or user defined	Six-weekly	Members and Solution Providers
AddressBase Core	GB or user defined	Weekly	Members and Solution Providers
AddressBase Premium * #	GB or user defined	Six-weekly	Members and Solution Providers
OS MasterMap Highways Road Network * #	GB or user defined	Monthly	Members and Solution Providers
OS MasterMap Highways Road Network with Routing and Asset Management Information * #	GB or user defined	Monthly	Members and Solution Providers
OS MasterMap Highways Path Network * #	GB or user defined	Monthly	Members and Solution Providers
OS MasterMap Water Network Layer *	GB or user defined	Three-monthly	Members and Solution Providers
OS MasterMap GreenSpace * #	GB or user defined	Six-monthly	Members and Solution Providers

Premium Datasets	Supply Extent	Publication Frequency ¹	Available to
AddressBase Islands Plus	Northern Ireland, Channel Islands and Isle of Man	Six-weekly	Members and Solution Providers
AddressBase Islands Premium	Northern Ireland, Channel Islands and Isle of Man	Six-weekly	Members and Solution Providers
OS Detailed Path Network	GB National Parks (supplied as a single file covering all parks)	Annually	Members and Solution Providers
OS Emergency Services Gazetteer ⁴	GB or user defined	Six-weekly	Members and Solution Providers

Footnotes used in this table:

¹ For the avoidance of doubt, change only updates will only be available for any Premium Datasets if specified in its Product specification.

² OS MasterMap Sites Layer is part of the OS MasterMap Topography Layer Product but supplied as a separate dataset.

³ OS MasterMap Building Height Attribute is included as part of the OS MasterMap Topography Layer Product but is supplied as a separate dataset.

⁴ OS Emergency Services Gazetteer is subject to validation of requirement with users pursuant to User Engagement as further set out in Paragraph 6 of Schedule 8.1 (Governance) and Part 12 (User Engagement) of Schedule 2.1 (Services Description).

* Premium Datasets previously licensed pursuant to the OSMA

Premium Datasets previously licensed pursuant to the PSMA

4.3. Premium Datasets: Formats

The Supplier shall make each Premium Dataset available in the formats as set out below:

Premium Datasets	Data Format							
	GML	ESRI Shape file	CSV	Geopackage	geoTIFF	ASCII GRID	Vector Tiles	GeoJSON
OS MasterMap Topography Layer	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap Sites Layer ²	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap Building Height Attribute ³	x	x	Yes	x	x	x	x	x
1:25 000 Scale Colour Raster	x	x	x	x	Yes	x	x	x
1:50 000 Scale Colour Raster	x	x	x	x	Yes	x	x	x
Code-Point	x	x	Yes	Yes	x	x	x	Yes ¹
Code-Point with polygons	x	Yes	x	Yes	x	x	Yes ¹	Yes ¹
OS VectorMap Local	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS VectorMap Local Black and White Raster	x	x	x	x	Yes	x	x	x
OS VectorMap Local Colour Raster	x	x	x	x	Yes	x	x	x
OS VectorMap Local Backdrop Colour Raster	x	x	x	x	Yes	x	x	x
AddressBase	Yes	x	Yes	x	x	x	x	x
AddressBase Plus	Yes	x	Yes	x	x	x	x	x
AddressBase Core	x	x	Yes	Yes	x	x	x	Yes ¹

AddressBase Premium	Yes	x	Yes	Yes	x	x	x	Yes ¹
AddressBase Islands Plus	Yes	x	Yes	x	x	x	x	x
AddressBase Islands Premium	Yes	x	Yes	Yes	x	x	x	Yes ¹
OS MasterMap Highways Road Network	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap Highways Road Network with Routing and Asset Management Information	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap Highways Path Network	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap Water Network	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹
OS MasterMap GreenSpace	Yes	Yes	x	Yes	x	x	Yes ¹	Yes ¹
OS Detailed Path Network	Yes	x	x	Yes	x	x	Yes ¹	Yes ¹

Footnotes used in this table:

Subject to validation of requirement through User Engagement as further set out in Paragraph 6 of Schedule 8.1 (Governance).

² OS MasterMap Sites Layer is part of the OS MasterMap Topography Layer Product but supplied as a separate dataset.

³ OS MasterMap Building Height Attribute is included as part of the OS MasterMap Topography Layer Product but is supplied as a separate dataset.

4.4. Premium Datasets: Automated Download

To enable the automatic download and ingestion of Premium Datasets, the Supplier shall make such data available at a predictable URL, where it will be capable of being obtained via the OS Download API. The OS Download API will provide links to the download, version and other metadata. Such supply will be in accordance with the applicable options set out in the table in Paragraph 4.3.

4.5. Product Archive

The Supplier shall provide a Product archive service that enables Customers to view and / or query via API only (excluding any Download Service) yearly snapshots (from the earliest appropriate release post-2001 to Product withdrawal date) of the following Premium Data and OS OpenData (in respect of Boundary-Line).

OS Data in Product Archive	Customer interaction
OS MasterMap Topography Layer, excluding OS MasterMap Building Height Attribute and OS MasterMap Sites Layer	View and Query
OS MasterMap Highways Road Network	Query only
OS MasterMap Integrated Transport Network Layer	Query only
AddressBase Premium	Query only
OS MasterMap Address Layer 2	Query only
Boundary-Line	Query only

In respect of the Product archive service, 'View' and 'Query' via API shall be in accordance with API standards and shall means as follows:

- For Customer 'View', a view service will display a visual representation of the OS Data.
- For Customer 'Query', a query service will return OS Data in response to a user request.

5. OS APIs

5.1. Availability of OS APIs

5.1.1. The Supplier shall make the following OS APIs available to Members and Solution Providers.

OS API	Format	Interface	Data updated within
OS Maps API	PNG	OGC WMTS, RESTful ZXY	20 Working Days
OS Vector Tile API	Vector Tile	RESTful ZXY	20 Working Days
OS Features API	GML, GeoJSON	OGC WFS	10 Working Days
OS Places API ¹	JSON	RESTful	10 Working Days
OS Linked Identifiers API	JSON	RESTful	10 Working Days
OS Names API	JSON	RESTful	10 Working Days
<u>Footnotes used in this table:</u>			

OS Places API includes the Find, Postcode, UPRN, Nearest, BBox, Polygon and Radius endpoint only. Match endpoint is excluded from the OS Places API under this Agreement but can still be made available commercially to Members by the Supplier at the Supplier's commercial terms.

5.1.2. For OS OpenData Users, only OS APIs that contain OS OpenData Datasets shall be available and the Supplier shall ensure that only the OS OpenData Datasets within them shall be accessible as such data provided through such OS APIs is available under Open Government Licence terms.

5.2. OS API Updates

The Supplier shall update all OS APIs using relevant Premium Datasets and OS OpenData Datasets within a specified number of Working Days of the publication of those Products, as set out in the table in Paragraph 5.1.

5.3. OS API Coverage

All OS APIs shall provide full GB coverage unless the relevant Premium Datasets or OS OpenData Datasets included in those OS APIs provide a different coverage level.

5.4. OS API Projections

All OS APIs shall provide data in the following projections and any other suitable projections determined by the Supplier, or requested by the Authority, and agreed with the Assurance Group and the Authority, unless the source data is unsuited to such projections:

- British National Grid - EPSG:27700 - for interoperability with British National Grid data and ease-of-use;
- Web Mercator - EPSG: 3857 - for interoperability with many web and mobile applications / libraries;
- WGS84 - EPSG: 4326 - for interoperability with worldwide data and GPS data; and
- ETRS89 - EPSG: 4258 - for interoperability with European data and INSPIRE.

5.5. Products within each OS API

The following Premium Datasets and OS OpenData Datasets shall be made available in the following OS APIs. The functionality of the OS API will determine the structure of the features and attributes of the Datasets listed in the table below.

OS API	Premium Datasets	OS OpenData Datasets
OS Maps API	<ul style="list-style-type: none"> • OS MasterMap Topography Layer, excluding OS MasterMap Building Height Attribute and OS MasterMap Sites Layer • 1:50 000 Scale Colour Raster • 1:25 000 Scale Colour Raster 	<ul style="list-style-type: none"> • OS Open Zoomstack • 1:250 000 Scale Colour Raster • MiniScale
OS Vector Tile API	<ul style="list-style-type: none"> • OS MasterMap Topography Layer including Building Height Attribute • OS MasterMap Sites Layer 	<ul style="list-style-type: none"> • OS Open Zoomstack • Boundary-Line

	<ul style="list-style-type: none"> • OS MasterMap Water Network • OS MasterMap GreenSpace • OS MasterMap Highways Road Network • OS Detailed Path Network 	
OS Features API	<ul style="list-style-type: none"> • OS MasterMap Topography Layer including Building Height Attributes • OS MasterMap Sites Layer • OS MasterMap Water Network • OS MasterMap GreenSpace • OS MasterMap Highways Path Network • OS MasterMap Highways Road Network with Routing and Asset Management Information • OS Detailed Path Network 	<ul style="list-style-type: none"> • OS Open Zoomstack • OS Open UPRN • OS Open USRN • OS Open TOID
OS Places API	<ul style="list-style-type: none"> • AddressBase Premium 	None
OS Linked Identifiers API	None	<ul style="list-style-type: none"> • OS Open Linked Identifiers
OS Names API	None	<ul style="list-style-type: none"> • OS Open Names

6. The NGD

6.1. Access to the NGD

- 6.1.1. The data Themes as set out within Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description) shall be made available, except for Height and Imagery OS Data, via download and OS API.

6.2. The NGD

- 6.2.1. Subject to Paragraph 6.2.2, Members and Solution Providers shall have bulk access to NGD Datasets via the fulfilment mechanisms described in Paragraph 2.5.
- 6.2.2. Paragraph 6.2.1 shall not entitle Members to have access to any Height and Imagery OS Data.
- 6.2.3. The following table describes the NGD download service.

Purpose	Downloads of NGD Data from the NGD for use on desktops, databases, data centres and mobile devices (for field usage with low or no connectivity).
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Detail of content	All NGD Data Themes, except Height and Imagery OS Data, described in Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description). Metadata for the download will be provided that conforms to appropriate international standards (e.g. Gemini).
Formats	The format for supply will be OGC Geopackage.
Fulfilment mechanism	Download - full supply and change only update.
Update cycle	Continuously updated (within 24 hours of entry of NGD Data to the NGD).
Supply Extent and Filtering	NGD Data can be filtered by areas of interest, attribute values, linked identifier relationships and temporally to provide just the data that a user requires.

6.3. NGD OS APIs

The following table describes how NGD Datasets shall be made available via OS APIs.

Purpose	API access to NGD Datasets.
Detail of content	All NGD Data Themes described in Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description). Metadata for the APIs will be provided that conforms to appropriate international standards and best practice (e.g. Gemini, OGC/W3C Spatial Data on the Web).
Formats	The initial formats for supply will be: <ul style="list-style-type: none"> • IETF GeoJSON (WGS84 projection as per IETF standard and BNG) • Vector Tiles Additional formats could be added following User Engagement in accordance with Paragraph 6 of Schedule 8.1 (Governance).
Interface	OGC API - Features OGC API - Tiles
Update cycle	Continuously updated (within 24 hours of entry of NGD Data to the NGD).

Supply Extent and Filtering	NGD Datasets can be filtered by areas of interest, attribute values, linked identifier relationships and temporally to provide just the NGD Data that a user requires.
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7. Free Thresholds and Fair Use

7.1. Fair Use

Subject to Paragraph 7.1.2. below, all Customers shall be entitled to usage of OS APIs and NGD APIs within a fair use policy as described below.

For all Customers, the use of OS APIs and NGD APIs are throttled and limited to 600 transactions per API Project per minute ("the Fair Use Limit").

The Supplier may temporarily reduce or suspend service access to OS APIs and NGD APIs to one or more Customers at any time where transaction levels reach such a volume that the Supplier has to take necessary action to protect the service so it continues to remain operational and performing generally, for Members, Solution Providers and OS OpenData Users as applicable.

7.1.1. The Supplier shall:

- not take such action lightly;
- promptly notify the Authority Manager of any such action;
- endeavour to give as much notice and support to Customers who may be affected by this fair use policy; and
- provide service update bulletins to Customers as practical and reasonable.

7.1.2. Members who may exceed the Fair Use Limit described above will be set out on the Authorised List. From the Effective Date, the Authorised List will include Members who utilise the OS API or NGD API service in response to 999 calls from the public, such Members being the emergency services as defined in the Civil Contingencies Act 2004 under Category 1 responders.

Additional Members may be added to the Authorised List for specified periods of time as agreed between the Parties in response to MFE Incidents as set out in Paragraph 1.10 of Part 5 (Mapping for Emergencies) of Schedule 2.1 (Services Description).

Where excessive usage of the OS API or NGD API by any Member on the Authorised List threatens to impact the use of other Customers of the applicable API service, the Supplier shall promptly inform the Authority Representative (or other such Personnel as may be notified by the Authority to the Supplier for such purpose from time to time) with a recommendation as to how to deal with such issue, e.g. by limiting the usage of the relevant Member or by limiting the use of other Customers. If the Authority does not respond within a reasonable period of time following the receipt of the Supplier's recommendation, the Supplier may take such action it deems appropriate.

7.2. Free Thresholds

Subject to Fair Use as described in Paragraph 7.1 of this Part 2 (Access to and use of OS Data and Digital Services) of this Schedule 2.1 (Services Description), the following free thresholds shall apply to Customer use of OS APIs and NGD APIs as described below and APIs created by Solution Providers providing access to the Premium Datasets identified in Paragraph 5.5 (the “**Solution Provider APIs**”).

7.2.1. Solution Providers

Solution Providers shall be provided with a free threshold of transactions, equivalent to up to £1000 worth of transactions per calendar month, per Solution Provider for the Premium Datasets within either their own Solution Provider APIs or the following OS APIs directly from OS: OS Maps API, OS Vector Tiles API and OS Features API. After the transactions are used, Solution Providers will pay for any additional use of the relevant APIs subject to the Supplier’s applicable commercial terms. For clarity, the stated threshold applies on a per calendar month basis, with no roll over of any unused transactions into following months. For clarity, the threshold will only be available to Solution Providers where they are licensing (i) OS APIs directly from OS, or (ii) OS data via their own Solution Provider API.

7.2.2. Members

Members shall be entitled to free, unlimited number of transactions of Premium Datasets within the following OS APIs: OS Maps API, OS Vector Tiles API and OS Features API, OS Places API (excluding Match End Point), and NGD APIs.

7.2.3. OS OpenData Users

OS OpenData Users shall be entitled to free, unlimited number of transactions of OS OpenData Datasets within the following OS APIs: OS Maps API, OS Vector Tiles API and OS Features API, OS Linked Identifiers API, OS Names API.

8. Physical Media Service

- 8.1. The Supplier will continue to provide the physical media service for Premium Data and OS OpenData Datasets for 6 months following the availability of the equivalent Dataset being made available to relevant Customers via the Download Service within the OS Data Hub, as set out in the Outline Delivery Plan under Schedule 6.1 (Delivery Plans).
- 8.2. By exception, and with the agreement of the Agreement Managers in accordance with Schedule 8.1 (Governance), Members who have a specific need for Premium Datasets on physical media that cannot be met by online mechanisms shall be provided with their Premium Datasets in accordance with the following terms:

8.2.1. Physical Media Options

The physical media options shall be Digital Versatile Disk (DVD), Universal Serial Bus (USB) or external Hard Disk Drive (HDD).

Where data is provided on DVD or USB the Supplier shall make no additional charge for the provision of the DVD or USB. The Supplier reserves the right to charge for data supply using HDD where the data volume associated with an order is less than that which could be supplied more reasonably using an alternative physical medium (i.e. DVD). If charged, the Supplier may charge the relevant Member for the HDD at the cost unit price per HDD supplied.

8.2.2. Physical Media Delivery Specification

The Supplier reserves the right to change the delivery method from time to time but, as from the Effective Date:

- Member orders shall be despatched once the Supplier has completed processing the order by any courier as may be appointed by the Supplier from time to time provided that all orders are despatched by the end of the Working Day;
- alternatively, at a Member's request, Member orders may be despatched by an alternative carrier, subject to additional charge at the prevailing rate; and
- the Supplier shall not make any charge for the delivery of physical media save where a HDD is used and such cost is limited to the cost of the HDD as detailed in Paragraph 8.2.1 above.

8.2.3. Physical Media Re-Use Specification

The Supplier promotes and encourages the re-use of HDDs for subsequent data supply wherever possible. The Supplier shall make clear to Members where a HDD is required that Members have the ability to return HDDs to the Supplier in return for a full refund.

9. Service Support, Maintenance and Service Availability

9.1. Key Performance Indicators

Schedule 2.2 (Performance Levels) sets out the agreed KPIs required to measure performance under this Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description).

9.2. Service Availability

Service availability shall be measured for each of the Digital Services set out in this Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description) in accordance with the Monthly Uptime Percentage.

9.3. Service Support Hours

The Supplier shall provide continuous support for the Digital Services. For the avoidance of doubt this covers having staff on call to respond and resolve incidents; this does not cover Customer Support, which is governed by the terms set out in Part 11 (Customer Support) of this Schedule 2.1 (Services Description).

9.4. Physical Media by Exception

The Supplier shall output any physical media ordered in accordance with Paragraph 8.2 on Working Days only.

9.5. Incident Management

- 9.5.1. For Digital Services, all operational incidents shall be prioritised and managed as detailed below (the descriptions set out in this list are not exhaustive and will be assessed and managed on a case by case basis depending on impact).

Severity	Description	Response	Fix target following confirmation from the Supplier of a Severity 1, 2 or 3 incident	Progress Updates
1	E.g. Service is unavailable; data cannot be transferred; data cannot be ingested due to data integrity issue; security breach.	30 Minutes	4 hours	Hourly
2	E.g. Service is severely degraded; security vulnerability detected and needs urgent resolution.	1 Hour	8 hours	Every 2 hours
3	Other incidents including minor data issues.	4 Hours	Agreed date required	Daily or as agreed

9.5.2. In the event of a Severity 1 or Severity 2 incident, the Agreement Managers will contact each other to agree next steps.

9.5.3. Incident wash-up reporting will be agreed between the Parties within 24 hours of resolution of any Severity 1 incidents.

9.6. Planned Maintenance

9.6.1. The Digital Services shall be maintained by the Supplier with currently supported versions of both hardware and software, with the aim that such hardware and software should be no more than 1 version behind the latest release (n-1). Whilst this n-1 is not a mandatory requirement, the Supplier shall share its technology roadmap for discussion at the monthly Agreement Manager meetings, held under Schedule 8.1 (Governance). The Agreement Managers will report significant issues to the Assurance Group meetings.

9.6.2. The Supplier shall share a schedule with the Authority identifying when the Supplier plans to undertake its security patching for the purposes of the monthly Agreement Manager meetings held under Schedule 8.1 (Governance).

9.6.3. The Supplier shall give the Authority at least 5 Working Days' prior notification of any planned maintenance that is reasonably be expected to affect the Digital Services.

9.6.4. The Supplier may perform additional maintenance (which may require downtime of any Digital Services) outside the schedule agreed under Paragraph 9.6.2, provided that it has given the Authority at least 5 Working Days' prior notice.

9.7. Emergency Maintenance

The Supplier may perform emergency maintenance in support of high severity incidents and security vulnerabilities or breaches. The Supplier shall send a message electronically to the Authority Representative Manager or other such Personnel (as may be notified by the Authority to the Supplier for such purpose from time to time) at the same time as when emergency maintenance is commenced as far as practicable.

10. Security and Hosting

10.1. Security

10.1.1. During the term of the Agreement:

- a) the Supplier shall maintain in force certification under the Cyber Essentials Plus scheme operated by the National Cyber Security Centre on behalf of the UK Government (details of which are contained in the following link:
<https://www.cyberessentials.ncsc.gov.uk/cert-search/?query=ordnance%20survey>;
- b) both Parties will comply with their data protection obligations in accordance with Clause 23; and
- c) any security breaches or identified vulnerabilities found by the Supplier must be notified to the Authority within 24 hours of identification and:
 - i) if rectification of such security breaches or vulnerabilities is expected to impact the availability or performance of the Digital Services, both parties will agree a mutually acceptable plan for rectification in the above standards timescales; and
 - ii) the plan referred to in i) above will be led by the party who first identified the breach or vulnerability.

10.2. Hosting

The Supplier shall endeavour, where possible and practicable, to host data within the UK or European Union. However, in line with the Supplier's technology strategy to utilise infrastructure-as-a-service and platform-as-a-service cloud solutions from its suppliers, some data may be hosted in other regions including the US. At all times the Supplier shall comply with the security standards outlined above.

PART 3

NATIONAL GEOGRAPHIC DATABASE

The purpose of this Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description) is to set out the requirements for the creation, maintenance and governance of the National Geographic Database (NGD) which is a core part of the Public Task that the Supplier is to deliver.

This Part 3 sets out:

- an overview of the NGD;
- the current scope and management of the NGD;
- enhancements to the overall NGD;
- features within the NGD categorised by Theme;
- the Geodetic Framework; and
- the archiving of data.

1 Overview of the NGD

- 1.1. The NGD contains the Data that describes the geography of Great Britain. The access to the NGD which the Supplier makes available to Customers is as defined in Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule.
- 1.2. The NGD contains Data captured by the Supplier and integrated Third Party Data. The Supplier shall obtain, verify and present the Data to enable the creation of data products and services with coverage of Great Britain to a consistent specification.
- 1.3. The NGD contains around 500 million features and the Supplier shall apply changes to the features in the NGD when updates to the features are available which can be on a daily basis. The Supplier shall source and maintain these features using the methods available to it. The Supplier shall control, govern and flexibly manage the NGD using integrated technology, to ensure it provides the core geospatial reference model for government and the wider economy.
- 1.4. The Parties acknowledge that the specification for the New NGD Data set out in this Part 3 (National Geographic Database) is an outline specification (“**Outline Description**”), and more detailed descriptions for the New NGD Data is set out in the Annex to this Schedule 2.1 (Services Description) (“**Existing Baseline Description**”). Notwithstanding the Outline Description and the Existing Baseline Description, the New NGD Data will be delivered in accordance with the Finalised Milestone Specification, determined in accordance with Paragraph 6 of Schedule 6.1 (Delivery Plans).
- 1.5 If there is any inconsistency between the Outline Description and the Existing Baseline Description, the Parties agree that the Existing Baseline Description will take precedence, subject to the following:
 - 1.5.1 in relation to references related to Third Party Data, for instance where the attribution is subject to appropriate agreements being reached, the Outline Description will take precedence;

- 1.5.2 where the Outline Description provides for any attribute or description that is not included in the Existing Baseline Description, such attribute or description will be deemed incorporated into the Existing Baseline Description; and
- 1.5.3 where the Outline Description provides for any attribute or description that may be regarded as richer attribution or description than the relevant attribute or description set out in the Existing Baseline Description, such attribute or description will be deemed as incorporated into the Existing Baseline Description (save in relation to Paragraph 1.5.1 above).

2 The current scope and management of the NGD

2.1. The Data contained within the NGD falls within the following Themes (which align to the UN-Global Geospatial Information Management (UN-GGIM) fundamental data themes):

- (a) Buildings;
- (b) Structures;
- (c) Land Use;
- (d) Land Cover;
- (e) Transport Networks;
- (f) Water;
- (g) Addresses;
- (h) Geographical Names;
- (i) Administrative and Statistical Units;
- (j) Height; and
- (k) Imagery.

2.2. The Data held in the NGD per Theme is described in more detail below in this Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

2.3. The NGD shall include metadata to enable appropriate and efficient use of the Data . This shall include the date that a feature is created and/or changed and information on the reasons for change. The Supplier shall ensure that the NGD contains metadata so that products and services derived from it can include suitable dataset level metadata that conforms to relevant national and international standards (e.g. Gemini <https://www.agi.org.uk/agi-groups/standards-committee/uk-gemini>).

Currency of the NGD

2.4. Unless otherwise stated, the currency of features in the NGD falls into the following three categories, depending on the significance of the features concerned:

- (a) Prestige Sites: for example new shopping centres, airports, motorways, shall be captured into the NGD before such sites are opened to the public or before their official unveiling;
- (b) Category A Changes: for example new houses, offices, roads, are captured into the NGD within 6 months of completion;
- (c) Category B and C Changes: for example, minor landscape changes, extensions to existing buildings, are captured into the NGD within 3 years of completion.

- 2.5. The revision policy and category definitions are described in more detail in the OS MasterMap Revision Policy that is available on the OS Website via the following link (as may be updated from time to time): <https://www.ordnancesurvey.co.uk/about/governance/policies/os-mastermap-revision.html>. The OS MasterMap Revision Policy shall be updated by the Supplier in line with the Public Task.
- 2.6. If there are specific features for which the currency differs from that stated in Paragraph 2.4, then these are recorded as an additional entry below under the relevant Theme.

Coverage of the NGD

- 2.7. Unless otherwise stated, coverage for the overall NGD is for Great Britain which is defined as England, Scotland and Wales and their associated islands. This does not include Northern Ireland, Channel Islands or Isle of Man.
- 2.8. Where a specific feature for which the coverage is not Great Britain is recorded, this shall be recorded as an additional entry under the relevant Theme.

Spatial Accuracy

- 2.9. The Supplier shall ensure spatial accuracy of topographic representations (i.e. Data representing physical features) within the NGD is measured by comparing the features against their true National Grid coordinates of the same point on the ground.
- 2.10. The Supplier shall ensure that the spatial accuracy is expressed as the Root Mean Square Error (RMSE), being the commonly used statistical method for comparing predicted or modelled values against true values. RMSE shall be calculated by measuring the deviation of measured points from their true position on the ground, squaring these values to avoid positive and negative variances cancelling each other out, then calculating the square root of that sum.
- 2.11. The Supplier shall ensure that the OS Data is captured to a spatial accuracy of:
- (a) 0.4m RMSE in urban areas (cities and towns);
 - (b) 1.1m RMSE in rural areas (smaller towns, villages and non-mountain and moorland natural areas); and
 - (c) 4.2m RMSE in mountain and moorland areas (except major changes since 2002 that are captured to 1.1m RMSE).
- 2.12. Topological representations (i.e. data representing feature connectivity such as road networks) shall be captured based upon the topographical representation stated in this Paragraph 2.11.
- 2.13. Where there are specific features for which the spatial accuracy differs from that stated in this Paragraph 2.11, the Supplier shall record this as an additional entry under the relevant Theme.

3 Enhancement to the NGD under the Agreement

Enhancements to scope and management of the overall NGD

- 3.1. The Supplier shall enhance their infrastructure and services to enable better accessibility, discoverability and interoperability of the NGD and to enable the creation of the New NGD Data described below.
- 3.2. Such enhancements shall support access to the Existing NGD Data and the New NGD Data via the OS Data Hub (as described in Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description)).
- 3.3. The Supplier shall provide the following enhancements:
 - (a) managing the NGD in a more coordinated set of systems in which the Data is controlled and governed using a consistent framework, in order to enable:
 - the improved consistency of Data across Themes, Products and Digital Services;
 - the provision of consistently formatted unique identifiers across the NGD that are reliable and easy to use for the purposes of data sharing and linking with Third Party Data and user data.
 - the classification of Data into 'real world objects', enabling Data to be held with multiple representations and more easily linked to other Datasets; and
 - the creation of Digital Services to access NGD Data that will enable Customers to define the NGD Data they want based on filtering for parameters including feature type, attribution and time, rather than only through predefined Premium Datasets or OS OpenData Datasets.
 - (b) improved metadata across the NGD to enable more appropriate and efficient use of the Data it contains. For example, better information on the reasons for changes to features, provenance information and the dates areas were last checked by the Supplier.

Enhancements to currency of the OS Data within the NGD

- 3.4. During Contract Year 1, both Parties will work together to jointly develop a business case for funding the necessary activities to further enhance the currency of the NGD Data from 3 year to 2 years, from the start of Contract Year 2 onwards. In order to deliver this, the Supplier will provide sufficient evidence to the Authority and provide any further information where reasonably requested by the Authority in support of the business case. Once both Parties agree that the business case is sufficiently thorough and robust, the Authority will submit the business case. Both Parties acknowledge that such currency enhancement is dependent on approval of the business case and the Change Control Procedure.

4 Features within the NGD categorised by Theme

Themes

- 4.1. The specifications for the overall NGD and for its constituent data Themes that are covered by the Agreement are set out in this Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description). The specification covers both the Existing NGD Data and the New NGD Data that will be captured and maintained under this Agreement.
- 4.2. The Existing NGD Data defined in this section represents the core constituents of the NGD from which OS Data and Digital Services are delivered as at the Effective Date; New NGD Data will also be core constituents of the NGD from the date of their delivery. The Existing NGD Data and New NGD Data will be supplied at capture scale or through derived products and services, as set out in Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description). This Part 3 (National Geographic Database) sets out all the Existing NGD Data that is, and New NGD Data that will be required to provision the Premium Data and Member Services that the Supplier will make available to Members under the Agreement or make generally available as OS OpenData under Open Government Licence terms. The Existing NGD Data and New NGD Data will also be used in Products and services that are provided to Licensed Partners via OS's commercial licensing channels.
- 4.3. Data that is captured outside of the Public Task and only for use in Products and Digital Services made available to Licensed Partners under commercial terms is not covered by this Schedule, as it falls outside of the Agreement.
- 4.4. The Supplier shall work closely with the Authority and Subject Matter Experts in accordance with Paragraph 5 of Schedule 8.1 (Governance), and by conducting User Engagement under Part 12 (User Engagement) of this Schedule 2.1 (User Engagement) to refine technical descriptions for the supply of the New NGD Data as set out in Paragraph 6 of Schedule 6.1 (Delivery Plans). The services and products in which the New NGD Data will be supplied, and such technical descriptions will assist in defining the requirements for the New NGD Data within the NGD.
- 4.5. Unless amended in writing and approved by the Authority the technical descriptions for the supply of the New NGD Data shall as a minimum meet any applicable description set out in this Schedule 2.1 (Services Description).
- 4.6. Specific NGD Data within each Theme of the NGD set out below shall comply with the Acceptable Quality Levels (AQLs) set out in the relevant technical specifications. Where appropriate to achieve data quality requirements, the relevant elements of ISO 19157:2013 Geographic information - Data Quality guidance shall be applied.

4.7. Buildings - Existing NGD Data

This section describes the Existing NGD Data within the Buildings Theme.

Definition	A Building is any roofed structure permanently constructed or erected on its site, for the protection of humans, animals, things, or the production of economic goods.
Purpose	The Buildings Theme provides a national, consistent and maintained view of buildings that supports activities such as incident response and deployment, land registration, rural land management, citizen services and commercial outcomes.

Geometry	Polygons.
Completeness	All buildings with a ground footprint > than 8m ² .
Attributes	<p>Building type: building or glasshouse.</p> <p>Persistent unique identifier with lifecycle information: change date, reason for change.</p> <p>Building height: absolute and relative height of the building roof and eave, and absolute ground height (in metres).</p>

4.8. Buildings - New NGD Data

The New NGD Data described below shall be added to the NGD for the Buildings Theme.

Definition	A Building is any roofed structure permanently constructed or erected on its site, for the protection of humans, animals, things, or the production of economic goods.
Purpose	The enhancements to the data in the Buildings Theme shall improve the data currency and provide more detailed descriptions of buildings that better support activities such as incident response and deployment, land registration, rural land management, citizen services and commercial outcomes.
Geometry	As per the Existing NGD Data plus Points for Building access locations.
Currency	Category A Changes (for example new houses, offices) to be captured into the NGD within 3 months of completion.
Completeness	As per the Existing NGD Data plus Building access locations only captured for key public Buildings.
Attributes	<p>Buildings shall be captured with the following additional information. The Parties agree that the precise coverage, completeness and currency of the additional information will be aligned to the above stated figures only as far as practicable.</p> <p>Building Status: for example, in use under construction or unknown. This attribute will be assigned from Local Authority addressing Data where available, subject to appropriate agreements being reached, and supplemented by the Supplier's Data capture. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Building Type: for example, detached, semi-detached, terraced or flats. This attribute will be assigned from Local Authority</p>

	<p>addressing data where available subject to appropriate agreements being reached, and supplemented by the Supplier's Data capture. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Building Use: for example, residential, commercial, military. To be assigned from Local Authority addressing data where available, subject to appropriate agreements being reached, and supplemented by the Supplier's Data capture. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Building Age: the estimated period or decade of construction, for example pre-1900, 1900-1919, 1980s, derived from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Construction Type: the estimated primary material of the building, for example, brick, timber, glass, and of the roof, for example tile, thatch, derived from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Number of Floors: the estimated number of floors within the building, modelled from Height and Imagery OS Data, or derived from Local Authority addressing data where available, subject to appropriate agreements as to term and price being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Listed Building: derived from Data published by Historic England, Historic Environment Scotland and Welsh Government's Historic Environment Service subject to appropriate agreements being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms</p>
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	<p>(including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Basement Presence: yes/no/unknown, derived from Local Authority addressing data or from other Third Party Data sources if available, subject to appropriate agreements being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Building Roof Information: for example, flat, pitched, dome, with orientation of the main roof line respective to north, modelled from Height and Imagery OS Data.</p> <p>Compound Buildings: single Buildings currently represented by multiple topographic features shall also be made available as single area features, derived by the Supplier's algorithm.</p> <p>Building Cross Referencing: all Buildings that are part of a site shall be associated to the main site, derived by the Supplier's algorithm and linked by identifiers.</p> <p>Access Locations to Public Sites and Buildings: a point associated to the Building feature that identifies the access location (captured for key public buildings only) determined by Supplier capture, as may be supplemented by Third Party Data sources, where appropriate agreements (as to both terms and price) can be reached.</p>
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4.9. Structures - Existing NGD Data

This section describes the Existing NGD Data within the Structures Theme.

Definition	A Structure is any free-standing manmade construction, that is designed to stand permanently in one place and is not a building (for example, bridge, tank, mast, fence).
Purpose	The Structures Theme provides a national, consistent and maintained view of manmade structures to support activities including land registration, rural land management and asset management.
Geometry	Polygons, lines and points.
Completeness	<p>All structures with a ground footprint > 8m².</p> <p>Selected types of structures with a ground footprint < 8m².</p>

	<p>Linear structures longer than 2m.</p> <p>Excludes crash barriers, structures atop existing buildings and masts less than 15m high.</p>
Attributes	<p>Structure type: for example, bridge, mast (not captured for linear features such as fences).</p> <p>Persistent unique identifier with lifecycle information: change date, reason for change.</p> <p>Structure Height: absolute and relative height of the top of chimneys and tanks (only).</p>

4.10. Structures - New NGD Data

The New NGD Data described below shall be added to the NGD for the Structures Theme.

Definition	A Structure is any free-standing manmade construction, that is designed to stand permanently in one place and is not a building (for example, bridge, tank, mast, fence).
Purpose	The enhancement to the Structures Theme improves the completeness of structures that the Supplier captures and the attribution to describe those features, better supporting activities including land registration, rural land management and asset management.
Geometry	As per Existing NGD Data.
Currency	<p>Category A Changes, for example major new bridges, to be captured into the NGD within 3 months of completion.</p> <p>The Agricultural Field Boundary Type of field boundaries shall be updated on a 3 year cycle.</p>
Completeness	<p>As per Existing NGD Data, plus:</p> <p>Coastal Emergency Telephones subject to appropriate agreements being reached where obtained from Third Party Data sources. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this feature itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this feature itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Motorway Telephones subject to appropriate agreements being reached in respect of Third Party Data. In the event that</p>

	<p>appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this feature itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this feature itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Structures that act as Flood Defences, for example weirs, embankments, berms subject to appropriate agreements being reached where obtained from Third Party Data sources. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this feature itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this feature itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p>
Attributes	<p>As per Existing NGD Data, plus:</p> <p>Agricultural Field Boundary Type: for features bounding agricultural land parcels only, the type of boundary feature attributed as hedge or dry stone wall.</p>

4.11. Land Use - Existing NGD Data

This section describes Existing NGD Data within the Land Use Theme.

Definition	Land Use is the current and future planned management, and modification of the natural environment for different human purposes or economic activities.
Purpose	The Land Use Theme provides a national, consistent and maintained view of major sites, including links to road networks that enable routing, to support the delivery of a range of use cases including deploying emergency vehicles, planning, delivering citizen services and asset management.
Geometry	<p>Polygons for sites.</p> <p>Points to represent access locations for sites.</p>
Completeness	Major public sites (hospitals, schools, universities); major infrastructure (air, road, water and rail transport, major utility infrastructure sites, chemical works); recreational (amenity, community and sporting greenspace sites); agricultural land.

Attributes	<p>Name: for example, Redbridge School.</p> <p>Land use type: for example, hospital, school, recreation.</p> <p>Persistent unique identifier with lifecycle information: change date, reason for change (for major public and infrastructure sites only).</p> <p>Access information: pedestrian/vehicular use, references to road network.</p>
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4.12. Land Use - New NGD Data

The New NGD Data described below shall be added to the NGD for the Land Use Theme.

Definition	Land Use is the current and future planned management, and modification of the natural environment for different human purposes or economic activities.
Purpose	<p>The enhancement to the Land Use Theme greatly increases the completeness of Land Use data to better support the delivery of a range of use cases including deploying emergency vehicles, planning, delivering citizen services and asset management.</p> <p>In addition, this enhancement will provide enriched metadata, including capture methods and change dates to allow users to use this data more effectively and identify changes between epochs of Land Use. For example, Land Use data can provide a way of monitoring development such as changes to residential Land Use. The use of an enhanced Land Use Theme, will enable user analysis to identify changes between epochs of previously developed land and non-previously developed land, housing development in flood risk areas and on agricultural land and in the Green Belt as required.</p>
Geometry	As per Existing NGD Data.
Completeness	<p>As per Existing NGD Data, plus:</p> <p>All commercial, industrial, aquaculture, community, amenity, public, transport, infrastructure, energy, defence, residential and construction sites not already captured.</p> <p>Access information only included for selected types of site where this is needed to meet user requirements (based on criteria including Land Use type and size, to be determined by agreement between the Parties following consultation).</p>
Attributes	As per Existing NGD Data, plus:

	<p>For Land Use Type: expanded and aligned to National Land Use Database (NLUD) classifications, with this information being sourced primarily from Local Authority address records, subject to appropriate agreements as to terms and price being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>For Access Information: expanded for key public sites only to also include restriction information relevant to emergency services, for example public, private or emergency access.</p>
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4.13. Land Cover - Existing NGD Data

This section describes the Existing NGD Data within the Land Cover Theme.

Definition	Land Cover represents the physical and biological cover of the Earth's surface.
Purpose	The Land Cover Theme provides a national, consistent and maintained view of land, including information on the land cover type, to support the delivery of a range of use cases including land registration, rural land management, planning and asset management.
Geometry	Polygons.
Completeness	<p>All artificial surfaces >8m2</p> <p>Natural and vegetated surfaces constrained by manmade features are captured when >8m2</p> <p>Natural and vegetated surfaces not constrained by manmade features are captured when:</p> <ul style="list-style-type: none"> >0.1ha in Urban areas >0.1ha in Rural areas >1.0ha in Mountain and moorland areas
Attributes	Land cover type: classifications for made or natural land, and for the type of vegetation or natural surface for natural areas (for example, woodland, heath, marsh, rock, agricultural land, garden). Natural and vegetated surfaces are only given a specific type when:

	<p>>0.1ha in Urban areas</p> <p>>0.1ha in Rural areas</p> <p>>1.0ha in mountain and moorland areas</p> <p>Persistent Unique Identifier with lifecycle information: for example, change date, reason for change.</p>
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4.14. Land Cover - New NGD Data

The New NGD Data described below shall be added to the NGD for the Land Cover Theme.

Definition	Land Cover represents the physical and biological cover of the Earth's surface.
Purpose	The enhancement to the Land Cover Theme provides a more consistent and accurate classification of land, that is easy to interpret and meets user requirements to support the delivery of a range of use cases including land registration, rural land management, planning and asset management.
Geometry	Polygons.
Completeness	As per Existing NGD Data, plus for example: Changes to minimum area rules where classifications have been significantly enhanced to better align to the needs of users.
Attributes	As per Existing NGD Data, plus: Enhancement to Land Cover Classification and Land Cover Percentage Coverage to better align to the needs of users and, where appropriate, other classification schemes, including but not limited to EUNIS (European Nature Information System) habitat classification.

4.15. Transport Networks - Existing NGD Data

This section describes the Existing NGD Data within the Transport Network Theme.

Definition	Transport Networks are the suite of road, path, rail, air and water transport routes (ferry only) and their connectivity.
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Purpose	The Transport Networks Theme provides a national, consistent and maintained view of transport corridors, including topographic features and networks that enable routing to support the delivery of a range of use cases including deploying emergency vehicles, planning, delivering citizen services and asset management.
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Existing NGD Data within the Transport Networks Theme is described in separate tables below by sub-Theme, per transport mode.

(a) Roads - Existing NGD Data

This section describes the Existing NGD Data within the Roads sub-Theme.

Geometry	Points, lines and polygons for topographic features. Heighted topological links and nodes for the road network.
Coverage	All of Great Britain except for National Street Gazetteer (from Highway Authorities) information: England and Wales only.
Completeness	Topographic: all roads and associated features (i.e. pavements, verges, traffic calming). Topological network: all public roads and a selection of non-public roads, based upon usability, purpose and length criteria.
Attributes	<u>Roads (topographic):</u> Persistent unique identifier and lifecycle information: for example change date, reason for change. Surface type: manmade or natural. <u>Roads (topological network):</u> Names: road name, DfT road numbers, motorway junction numbers. Persistent unique identifiers with lifecycle information: for example change date, reason for change. Local Authority identifier: for England and Wales links only Unique Street Reference Number (USRN), and Elementary Street Unit Identifier (ESUID). Links to other features/datasets: identifiers for equivalent topographic features and ONS Government Statistical Service (GSS) codes. Road Classification: for example, A roads.

	<p>National Street Gazetteer (NSG) information where not included in above: for England and Wales only, as described in the NSG Technical Specification, separately published by Geoplace available at the following link: https://www.geoplace.co.uk/helpdesk/library/technical-guidance-streets.</p> <p>Routing restrictions: for example, access restrictions, turn restrictions, height/weight/width restrictions, hazards, structures.</p> <p>Spatial information: elevation gain, length, directionality and, for urban areas only, width.</p>
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(b) Tracks and Paths - Existing NGD Data

This section describes the Existing NGD Data within the Tracks and Paths sub-Theme.

Geometry	<p>Path network nodes, lines and polygons for topographic features.</p> <p>Heighted topological links and nodes for tracks and path networks.</p>
Coverage	<p>For paths and tracks (topographic): all of Great Britain.</p> <p>For paths and tracks (topological network): for Urban areas and National Parks only.</p> <p>For Rights of Way: English and Welsh National Parks only.</p> <p>For National Street Gazetteer (from Highway Authorities) information: England and Wales only.</p>
Completeness	<p>Paths and Tracks (topographic): all permanent paths and tracks except those in private gardens.</p> <p>Tracks (topological network): all in National Parks, and in other areas where they have a name (from presence of a sign) or provide the only access to an addressed property or utility structure.</p> <p>Paths (topological network): in urban areas and National Parks, where they complement the road network by providing an additional route.</p> <p>Rights of Way: English and Welsh National Parks only</p>
Attributes	<u>Tracks and paths (topographic):</u>

	<p>Persistent unique identifier and lifecycle information: for example change date, reason for change</p> <p>Surface type: manmade or natural.</p> <p><u>Paths in urban areas (topological network):</u></p> <p>Name: For example, Canal Walk.</p> <p>Persistent unique identifiers with lifecycle information: for example change date, reason for change.</p> <p>Local Authority identifier: for England & Wales only, Unique Street Reference Number (USRN), Elementary Street Unit Identified (ESUID).</p> <p>Links to other features/datasets: Identifiers for equivalent OS topographic features, Government Statistical Service (GSS) codes</p> <p>Path classification: for example, path, footbridge, subway.</p> <p>Surface type: made, unmade.</p> <p>National Street Gazetteer (NSG) information where not included above: for England & Wales only, as described in the NSG Technical Specification separately published by Geoplace available at the following link: https://www.geoplace.co.uk/helpdesk/library/technical-guidance-streets.</p> <p>Spatial information: elevation gain, length.</p> <p><u>Paths and Tracks in National Parks (topological network):</u></p> <p>Name: for example, Castle Walk.</p> <p>National routes: National Trails, National Cycle Network.</p> <p>Path type: path, track, Right of Way not evident on ground.</p> <p>Rights of Use: permissive paths, cycle routes, national trail, access land.</p> <p>Public Rights of Way (England and Wales only): Footpath, Bridleway, Restricted Byway, Byway Open to All Traffic.</p> <p>Spatial information: Elevation gain, planimetric length, surface length.</p> <p>Hazards on route: For example, cliffs, marsh, mud, firing range.</p>
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(c) Rail - Existing NGD Data

This section describes the Existing NGD Data within the Rail sub-Theme.

Geometry	Points, lines and polygons for topographic features. Unstructured links (not a topological network).
Completeness	Rail (topographic and unstructured links): all above ground railways and stations.
Spatial Accuracy	Rail unstructured links are generalised to a lower resolution (approximately 1:10,000 scale).
Attributes	<p><u>Rail (topographic):</u></p> <p>Persistent unique identifier and lifecycle information: for example change date, reason for change.</p> <p>Surface Type: made, unmade or natural.</p> <p><u>Rail (unstructured network):</u></p> <p>Type of line: multi track, single track, narrow gauge.</p>

(d) Airports and Ferries - Existing NGD Data

This section describes the Existing NGD Data within the Airports and Ferries sub-Theme.

Geometry	Points, lines and polygons for topographic features. Topological links and nodes for scheduled ferry routes
Completeness	<p>Airports and airfields (topographic): all active airports and airfields except those on private property.</p> <p>Ferry Routes (topological network): all ferry routes that provide a regular service for vehicles and passengers, and those that provide a regular service for passengers only when in urban areas and National Parks.</p>
Attributes	<p><u>Airports and airfields (topographic):</u></p> <p>Persistent unique identifier and lifecycle information: for example change date, reason for change.</p> <p>Surface Type: manmade or natural.</p>

	<p><u>Ferry terminals (topographic):</u></p> <p>Persistent unique identifier and lifecycle information: for example change date, reason for change.</p> <p>Surface Type: manmade or natural.</p> <p><u>Ferry (topological network):</u></p> <p>Name: for example, Plymouth Ferry Port.</p> <p>Links to other features/datasets: NAPTAN code for Ferry terminals.</p> <p>Ferry usage: for example, vehicle, passenger.</p> <p>Ferry operator: as URL to operator website.</p>
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4.16. Transport Networks - New NGD Data

The New NGD Data described below shall be added to the NGD for the Transport Theme.

Definition	Transport Networks are the suite of road, path, rail, air and water (ferry) transport routes and their connectivity.
Purpose	The enhancements to the Transport Theme provide an integrated set of transport networks that are enhanced both in their coverage and attribution, to enable accurate multi-modal routing across all of Great Britain and thereby better support a range of use cases including deploying emergency vehicles, planning, delivering citizen services and asset management.

New NGD Data within the Transport Networks Theme is described in separate tables below by sub-Themes for transport mode.

(a) Roads - New NGD Data

The New NGD Data described below shall be added to the NGD for the Roads sub-Theme by the date specified in the General Delivery Plan.

Geometry	<p>As for Existing NGD Data, plus:</p> <p>Polygons and points for modal change points - for example, railway stations, airports, ferry terminals, integrated with the Topological Network for roads.</p>
Coverage	As for Existing NGD Data, plus:

	<p>NSG information: extended to include Scotland, subject to appropriate agreements as to terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply for coverage in respect of this item.</p>
Completeness	As for Existing NGD Data.
Attributes	<p>As for Existing NGD Data, plus:</p> <p><u>Transport Modal Change points:</u> Network connections and their nature captured, for rail, air, ferry and pedestrian</p> <p><u>Road (topological network)</u> shall be captured with the following additional attribution:</p> <p>Presence of:</p> <p>Tram Track</p> <p>Cycle Lane, sourced from either Supplier capture or from Third Party Data subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Bus Lane, sourced from either Supplier capture or from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Street Lights, sourced from either Supplier capture or from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Pavement</p> <p>Average Speeds as an attribute on the road link subject appropriate agreements as to terms and cost being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to</p>

	<p>price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Indicative Speed Limits as an attribute on the road link, subject to appropriate agreements as to terms and cost being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Local Authority Attribution: extended to Scotland links, i.e. Unique Street Reference Number (USRN), and Elementary Street Unit Identifier (ESUID), in both cases subject to appropriate agreements as to terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>NSG Information (where not included in above): extended to Scotland, subject to appropriate agreement as to terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Road Width: width attribute provided for all network links.</p>
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(b) Tracks and Paths - New NGD Data

The New NGD Data described below shall be added to the NGD for the Tracks and Paths sub-Theme.

Geometry	<p>As for Existing NGD Data, plus:</p> <p>Polygons and points for modal change points - for example, railway stations, airports, ferry terminals, integrated with the topological network for paths.</p>
Coverage	<p>As for Existing NGD Data, plus:</p> <p>NSG information: extended to include Scotland subject to appropriate agreements as to terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p>

	Paths and Tracks (topological network): extended to Great Britain.
Completeness	<p>As for Existing NGD Data, plus:</p> <p>Paths (topological network) - in Rural areas where they complement the road network by providing an additional route.</p>
Attributes	<p>As for Existing NGD Data, plus:</p> <p><u>Transport Modal Change points:</u> network connections captured, for rail, air, ferry and pedestrian.</p> <p><u>Path (topological network):</u> captured with the following additional attribution:</p> <p>Presence of:</p> <p>Street Light sourced from either Supplier capture or from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Cycle Lane sourced from either Supplier capture or from Third Party Data sources, subject to appropriate agreements being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Local Authority Attribution: extended to Scotland links, i.e. Unique Street Reference Number (USRN), and Elementary Street Unit Identifier (ESUID), in both cases subject to appropriate agreements as to both terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>NSG Information (where not included in above): extended to Scotland, subject to appropriate agreement as to both terms and price being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p>

(c) Rail - New NGD Data

The New NGD Data described below shall be added to the NGD for the Rail sub-Theme.

Geometry	<p>As for Existing NGD Data, plus:</p> <p>Topological Links and Nodes for railways to create a topological network (to replace unstructured links).</p> <p>Polygons and points for modal change points - for example, railway stations, airports, ferry terminals, integrated with the topological network for rail.</p>
Coverage	Great Britain.
Completeness	As for Existing NGD Data.
Attributes	<p>As for Existing NGD Data, plus:</p> <p><u>Transport Modal Change points:</u> network connections captured, for rail, air, ferry and pedestrian.</p> <p><u>Rail Network (topological network):</u> shall be captured with the following attributes subject to appropriate agreements as to terms and price being reached. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this attribute itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this attribute itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Further attribution held by Network Rail may also be incorporated.</p> <p>Purpose: freight, passenger.</p>

(d) Airports and Ferries - New NGD Data

The New NGD Data described below shall be added to the NGD for the Airports and Ferries sub-Theme.

Geometry	<p>As for Existing NGD Data, plus:</p> <p>Polygons and points for modal change points - for example, railway stations, airports, ferry terminals, integrated with the topological network for ferries.</p>
Coverage	As for Existing NGD Data.

Completeness	As for Existing NGD Data.
Attributes	As for Existing NGD Data , plus: <u>Transport Mode Change points:</u> network connections captured, for rail, air, ferry and pedestrian.

4.17. Water - Existing NGD Data

This section describes the Existing NGD Data within the Water Theme.

Definition	The Water Theme covers the extent of all water features including rivers, lakes and marine features (and their connectivity).
Purpose	The Water Theme provides a national, consistent and maintained view of inland water and tidelines, including a network enabling water flow modelling, to support the delivery of a range of use cases including rural land management, flood mitigation and planning.
Geometry	Points, lines and polygons for topographic features. Lines for tidelines, split for cartographic purposes where intersecting other features. Heighted topological links and nodes for water network.
Completeness	Inland water (topographic): all permanent water bodies > 8m ² except those in private gardens. Minor drains running alongside other features, such as roads and hedges, are not always captured Rivers (topological network): includes all flowing water except: (a) culverts included only where the Supplier has the information from an authoritative body (Environment Agency, Scottish Environment Protection Agency, Local Authorities) or they can be inferred from survey; and (b) minor drains running alongside other features, such as roads and hedges, are not always included.
Attributes	<u>Water (topographic features):</u> Feature type: classifications for type of hydrological feature (including static water, reservoir, watercourse, canal, drain, spring, waterfall, mean high water, mean low water).

	<p>Persistent Unique Identifier with lifecycle information: change date, reason for change.</p> <p><u>Rivers (topological network):</u></p> <p>Name information: for example, River Itchen.</p> <p>Watercourse Link Type: classifications for the type of watercourse (for example, canal, river, tidal watercourse).</p> <p>Persistent Unique Identifier with lifecycle information: change date, reason for change.</p> <p>Catchment Identifier and name: from relevant authoritative body (Environment Agency, Scottish Environment Protection Agency or Natural Resources Wales).</p> <p>Flow information: flow direction, primacy, provenance.</p> <p>Spatial information: length, gradient, vertical level and width (for those rivers where a polygon feature has been captured as the topographic feature).</p>
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4.18. Water - New NGD Data

The New NGD Data described below shall be added to the NGD for the Water Theme by the date specified in the General Delivery Plan.

Definition	The Water Theme covers the extent of all water features including rivers, lakes and marine features (and their connectivity).
Purpose	The enhancements to the Water Theme provide additional information and improves the usability of the data, to better support the delivery of a range of use cases including rural land management, flood mitigation and planning.
Geometry	As for Existing NGD Data, plus: Continuous Lines for Tidelines. Water Catchment Polygons.
Currency	Change to catchment boundaries shall be captured into the NGD within 6 months.
Completeness	As for Existing NGD Data, plus: All catchments as notified by authoritative bodies (currently Environment Agency, Scottish Environment Protection Agency and Natural Resources Wales).

	Intertidal Areas - added where they are under structures such as bridges, piers and jetties (previously excluded for cartographic reasons).
Spatial Accuracy	Water catchment boundaries shall be represented at a resolution suitable for use at 1:10,000 scale and with the Water network.
Attributes	<p><u>Rivers (topological network):</u></p> <p>River Width: width attribute provided for all network links, based on an improved calculation method.</p> <p><u>Water Catchment Polygons</u> shall be captured with the following attributes subject to appropriate agreements being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Catchment Identifier and name: unique identifier and name from relevant authoritative body (Environment Agency, Scottish Environment Protection Agency and Natural Resources Wales).</p>

4.19. Addresses - Existing NGD Data

This section describes the Existing NGD Data for the Addresses Theme that shall be in the NGD.

Definition	An address is a structured label, usually containing a property number, a street name, locality name and postal code. It's used to identify a plot of land, a building or part of a building, or some other construction, together with coordinates indicating their geographic position.
Purpose	The Addresses Theme provides an authoritative, maintained list of features (addresses) and unique identifiers (UPRN) supporting the delivery of services for incident response and deployment, land registration, rural land management, citizen services and commercial outcomes.
Geometry	Points.
Currency	<p>In England and Wales custodians within Local Authorities are mandated to provide updates no less than every week depending on no technical, or other unforeseen circumstances transpiring.</p> <p>In Scotland, Local Authority Property Gazetteer extracts must be submitted to, and be accepted into, the One Scotland Gazetteer (OSG), at least monthly depending on no technical or other unforeseen circumstances transpiring.</p>

	<p>In Northern Ireland updates are provided weekly, if no technical restrictions occur.</p> <p>In Isle of Man updates are provided quarterly, if no technical restrictions occur.</p> <p>In Channel Islands updates are provided at 6 week intervals, if no technical restrictions occur.</p>
Coverage	As well as Great Britain, includes coverage of Northern Ireland, Channel Islands and the Isle of Man (subject to appropriate agreements as to terms and price being reached and remaining in place). In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.
Completeness	<p>Scope allows for capture of all addresses (including Objects Without a Postal Address (OWPAs) which include Advertising Hoardings, Electricity Sub Stations and Ponds), throughout their lifecycle (pre-build, in-use, demolished). However, this lifecycle information is not consistently provided (currently around one third of Local Authorities in England and Wales do not regularly provide pre-build information, and around a tenth do not regularly provide demolished information).</p> <p>Demolished properties are not captured for addresses where they were demolished prior to approximately 2012.</p>
Spatial Accuracy	Placement of the address coordinates within the building to which they refer is mandated for the Local Authority custodian, but due to a number of operational issues at the data capture level this cannot always be guaranteed.
Attributes	<p>Local Authority addressing attribution which consists of the following (for England and Wales, these attributes are described in the NLPG Technical Specification (published separately by Geoplace at the following link: https://www.geoplace.co.uk/helpdesk/library/technical-guidance-addresses), and for Scotland in the One Scotland Gazetteer (OSG) Technical Specification, published separately by Improvement Service at the following link: https://osg.scot/portal/).</p> <p>Northern Ireland, Channel Islands and Isle of Man all have their own specifications which are then translated into the Supplier's product data model.</p> <p>Persistent Unique Identifier: UPRN.</p> <p>Administrative area: name of the administrative area that the feature falls within.</p> <p>Address String: main address elements</p>

	<p>Classification (Type) of address</p> <p>Spatial Information: XY coordinate position and spatial accuracy</p> <p>Address Level: free text description of the vertical position of the property</p> <p>State Code: under construction, in use, unoccupied/vacant/derelict, demolished, planning permission granted.</p> <p>Logical status: provisional, approved and historic.</p> <p>Links to other features/datasets: Identifier for topographic features, USRN for road topological links, UDPRN for Royal Mail Postcode Address File (PAF), UARN for Valuation Office Agency data, Ward and Parish Codes for Office of National Statistics (ONS), identifier for Electoral Boundaries.</p> <p>Note that although address string text and Spatial Information is mandated, other attribution is optional at a data capture level or is not maintained consistently. Also in the case of Northern Ireland, Channel Islands and Isle of Man some data attributes require modelling to translate the source data into the standard Supplier addressing data models.</p>
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4.20. Addresses - New NGD Data

The below New NGD Data shall be added to the NGD for the Address Theme by the date specified in the General Delivery Plan.

Definition	An address is a structured label, usually containing a property number, a street name, locality name and postal code. It's used to identify a plot of land, a building or part of a building, or some other construction, together with coordinates indicating their geographic position.
Purpose	The enhancements to the Addresses Theme improve the accuracy and completeness of addresses to further support the delivery of services for incident response and deployment, land registration, rural land management, citizen services and commercial outcomes.
Geometry	As for Existing NGD Data.
Completeness	Improvement to completeness of Physical Status of Address (Lifecycle) information, including improving the capture of Provisional Records - addresses that represent buildings before they are built, subject to appropriate agreements as to terms and cost being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on

	suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.
Spatial Accuracy	Improvement to spatial accuracy of addresses by improving the Positional Accuracy (Coordinate Location) so that appropriate addresses are placed within the building to which they refer, subject to appropriate agreements as to terms and cost being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.
Attributes	<p>As for Existing NGD Data, plus:</p> <p>The following Local Authority addressing attributes shall be improved working in conjunction with the Local Authority address custodians, subject to appropriate agreements being reached. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Address Level</p> <p>Detailed Use Classification</p> <p>Physical Status of Address (Lifecycle)</p> <p>Business Name improved consistency and completeness of business names.</p>

4.21. Geographical Names - Existing NGD Data

This section describes the Existing NGD Data for the Geographical Names Theme.

Definition	Geographical Names provide orientation and identity to places. They are location identifiers for cultural and physical features of the real world, such as regions, settlements, or any feature of public or historical interest.
Purpose	The Geographical Names Theme provides data on place names, road names and numbers, sites, and environmental and geographical features in Great Britain, enabling quick and accurate gazetteer searches and visualization in applications and services, to support the delivery of a range of use cases including to support emergency services.
Geometry	<p>Points.</p> <p>Bounding box polygons.</p>

Completeness	<p>Captured for selected features of geographic significance (for example, settlements, mountains, rivers, bays, roads, schools, hospitals, stations).</p> <p>Where available, Welsh or Gaelic names are included.</p> <p>Local alternative (vernacular) names are not currently captured.</p>
Spatial Accuracy	Accuracy as appropriate for the search and visualisation of named features.
Attributes	<p>Name: for example, Beachy Head.</p> <p>Links to other features/datasets (where applicable): DBPedia, Geonames.</p> <p>Administrative area that the feature falls within.</p> <p>Type: a description of the category of object.</p> <p>Spatial Information: XY coordinate position, bounding box, spatial relationships between features.</p>

4.22. Geographical Names - New NGD Data

The below New NGD Data shall be added for the Geographical Names Theme by the date specified in the General Delivery Plan.

Definition	Geographical Names provide orientation and identity to places. They are location identifiers for cultural and physical features of the real world, such as regions, settlements, or any feature of public or historical interest.
Purpose	<p>The enhancements to the Geographical Names Theme provide more comprehensive data on place names, road names and numbers, sites, and environmental and geographical features in Great Britain, enabling quick and accurate gazetteer searches and visualization in applications and services.</p> <p>Includes the provision of data to support an Emergency Services Gazetteer intended to enable faster emergency response times.</p>
Geometry	<p>As for Existing NGD Data, plus:</p> <p>Points and bounding box polygons for Vernacular Names.</p> <p>Points for additional Non-addressed Objects.</p>
Currency	As for Existing NGD Data, plus:

	<p>Vernacular Names: change captured into the NGD within 6 months, subject to notification by third parties and subject to appropriate agreements being reached in respect of Third Party Data. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Additional Non-addressed Features: maintained in line with the source data from which they are derived. For example, Name and Location of Road Junctions shall have the same currency as road topographic and topological network representations.</p>
Completeness	<p>As for Existing NGD Data, plus:</p> <p>Vernacular Names: captured for selected features of geographic significance (for example, settlements, mountains, bays, road junctions), where notified by third parties under appropriate terms and subject to appropriate agreements being reached in respect of Third Party Data. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms (including as to price) the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Additional Non-Addressed Features: expanded range of features now captured, to include for example (but not limited to) lakes, ponds, beaches.</p> <p>Additional capture of:</p> <p>Name and Location of Road Junctions</p> <p>Motorway and Major Road Marker Posts subject to appropriate agreements being reached in respect of Third Party Data or modelled and captured by the Supplier. In the event that appropriate agreements (as to both price and terms) cannot be reached, the Supplier may deliver Data for this feature itself to the relevant technical specification. In the event that the Supplier elects not to deliver Data for this feature itself, the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p>
Spatial Accuracy	As for Existing NGD Data.
Attributes	<p><u>For Vernacular Names:</u> as per Existing NGD Data plus:</p> <p>Source: origin of information for the name.</p> <p>Confidence: level of confidence in the name.</p>

	<u>For Additional Non-addressed Features:</u> as per Existing NGD Data.
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4.23. Administrative and Statistical Units - Existing NGD Data

This section describes the Existing NGD Data for the Administrative & Statistical Units Theme.

Definition	Administrative and Statistical units (also known as Functional Areas) are the geographical extent of administrative, legislative, regulatory, electoral, statistical, governance, service delivery and activity management areas.
Purpose	<p>The Administrative and Statistical Units Theme provides a comprehensive dataset of administrative and electoral boundaries, supporting a range of applications, such as, political, environmental, statistical, and demographic analysis.</p> <p>The data maintained in this Theme supports the Parliamentary Constituencies Act.</p>
Geometry	<p>Polygons for representation of administrative and electoral boundaries.</p> <p>Lines and points for representation of administrative boundaries.</p> <p>Polygons and points for postcode areas.</p>
Currency	<p>Boundary polygons updated in accordance with the operative dates in the Statutory Instruments, in order to meet the agreed Boundary Commission publication date of May each year, unless notification is received from the relevant not in time for the publication date, in which case the boundary polygons shall be published in the following release date.</p> <p>Boundary lines: updated within 12 months of the operative dates in the applicable Statutory Instruments or within 6 weeks of notification (and receipt of all required information) from the relevant authority as set out in Part 9 (Statutory Recording of Administrative and Electoral Boundaries) of this Schedule 2.1 (Services Description).</p> <p>Postcodes and their polygon areas are updated in accordance with PALF (Postal Address Location File) supplied by Geoplace on a quarterly basis.</p>
Coverage	Coverage of Great Britain and Northern Ireland for postcode points only, Great Britain coverage for everything else in this Theme.

Completeness	<p>Boundaries for all levels of electoral and administrative boundaries.</p> <p>England: County, Unitary Authority, Metropolitan District, District, Civil Parish, Parliamentary (Westminster) constituency, Electoral division, Ward, London borough, Greater London Authority (GLA), GLA Assembly constituency.</p> <p>Wales: Unitary Authority, Community, European electoral division, Parliamentary (Westminster) constituency, Electoral division (or unitary authority), Welsh Assembly constituency, Welsh Assembly electoral regions.</p> <p>Scotland: Unitary Authority, European electoral region, Parliamentary (Westminster) constituency, Ward (or unitary authority), Scottish parliamentary constituency, Scottish Parliament electoral region.</p> <p>Other: Mean high water (springs) mark.</p> <p>For boundary lines, where two or more boundaries are coincidental, a single alignment is shown for the most important boundary only</p> <p>Postcode points are created from PALF (Postal Address Location File) addresses for all postcodes, except when address coordinates in PALF are not of sufficient quality.</p> <p>Postcode polygons are created for all postcode areas, including vertical streets (where more than one postcode shares the same geometry), except when address coordinates in PALF are not of sufficient quality, fall outside the extent of realm, or are PO Boxes.</p>
Spatial Accuracy	<p>Boundary polygons captured at 1:10,000 scale.</p> <p>Boundary lines are captured based on the relevant topographic features.</p> <p>Postcode points are modelled based on the average coordinate position of all the individual addresses in a postcode, then snapped to the nearest of those addresses.</p> <p>Postcode polygons are notional extents that have been modelled based on the position of all the individual addresses in a postcode to generate notional polygons.</p>
Attributes	<p><u>Authoritative boundary polygons:</u></p> <p>Boundary type: for example, District, Ward, Westminster constituency.</p> <p>Name: e.g. Rochdale District.</p>

	<p>Spatial information: area in hectares.</p> <p>Links to other features/datasets: Government Statistical Service (GSS) code (where available).</p> <p><u>Non-authoritative boundary lines:</u></p> <p>Boundary type classification: County, District, Parish, Parliamentary, Electoral.</p> <p><u>Postcode points:</u></p> <p>Postcode unit code</p> <p>Spatial information: easting and northing, vertical streets data.</p> <p>Links to other features/datasets: Government Statistical Service (GSS) code (where available), NHS Health Authority Codes, PO box indicator from Royal Mail.</p> <p>Count of addresses</p> <p>Types of delivery points: domestic, non-domestic.</p> <p><u>Postcode polygons:</u></p> <p>Postcode unit code</p> <p>Spatial information: easting and northing, vertical streets data.</p>
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4.24. Administrative and Statistical Units - New NGD Data

The below New NGD Data shall be added to the NGD for Administrative and Statistical Units by the date specified in the General Delivery Plan.

Definition	Administrative and Statistical Units (also known as Functional Areas) are the geographical extent of administrative, legislative, regulatory, electoral, statistical, governance, service delivery and activity management areas.
Purpose	The enhancement to the Administrative and Statistical Units Theme improves the spatial accuracy of the data, to reduce ambiguity and thereby improve functionality for analytical and visualisation purposes, in political, environmental, statistical, and demographic use cases.
Geometry	Polygons for representation of Urban Extents.
Currency	As for Existing NGD Data.
Coverage	As for Existing NGD Data.

Completeness	As for Existing NGD Data.
Spatial Accuracy	<p>Administrative and Electoral Boundaries: polygons for authoritative representation of administrative and electoral boundaries captured based on the relevant topographic features (upgrading spatial accuracy of the current features), subject to appropriate agreements being reached with the relevant Boundary Commissions. In the event that appropriate Third Party Data agreements cannot be reached by the Supplier on suitable terms the provisions of Paragraph 12 of Schedule 8.2 (Change Control Procedure) shall apply.</p> <p>Postcode Boundaries as polygons captured based on the relevant topographic features (upgrading spatial accuracy of current notional areas).</p> <p>Urban Extents: notional polygons for representation of built up areas.</p>
Attributes	<p>As for Existing NGD Data, plus</p> <p>For Urban Extents</p> <p>Name for example, Rochdale</p> <p>Area for example, area</p> <p>Links to other features / datasets ONS codes such as Government Statistical Service (GSS) where appropriate</p>

4.25. Height - Existing NGD Data

This section describes the Existing NGD Data for the Elevation Theme.

Definition	The Height Theme describes the surface of the Earth relative to a vertical datum.
Purpose	<p>The Height Theme provides maintained, high resolution height datasets to enable the provision of height information for features within the NGD, for example:</p> <p>Heighting NGD features for stereo update of topographic data in a photogrammetric environment.</p> <p>Heighting for Networks (Highways, Water, Tracks and Paths).</p> <p>Heighting for Building Height Attributes.</p> <p>Heighting for Orthorectified Imagery processing.</p> <p>Heighting for contextual mapping contour depiction.</p>

	Analytical processing of height and imagery datasets to derive other information, such as land cover type classifications.
Geometry	<p>Raster Grid for Digital Surface Model (DSM) and Digital Terrain Model (DTM).</p> <p>Contour Lines for DTM.</p> <p>Data captured at a suitable resolution to fulfil NGD requirements, currently 1m (DSM) and 2m (DTM) spatial resolution for raster grid.</p>
Completeness	<p>Complete to the low water mark (Mean Low Water (MLW) for England and Wales and Mean Low Water Springs (MLWS) for Scotland) for DTM.</p> <p>Complete to the low water mark (Mean Low Water (MLW) for England and Wales and Mean Low Water Springs (MLWS) for Scotland) for DSM.</p>
Spatial Accuracy	The accuracy of the height data is such that it allows the capture of NGD features to their accuracy requirements.
Attributes	<p>Metadata available per data tile:</p> <p>Flying Dates(s): earliest and latest date of source imagery.</p> <p>Processing Date: date of creation of the tile.</p> <p>Version Number: number of times tile has been published.</p> <p>Resolution: grid resolution for tile.</p> <p>Reason for Change: new or revised.</p>

4.26. Height - New NGD Data

There are currently no anticipated improvements to the Height Theme. However, given it is used to maintain other features and Themes in the NGD, there may be changes to the data in this Theme to enable the Supplier to meet internal business requirements.

4.27. Imagery - Existing NGD Data

This section describes the Existing NGD Data for the Imagery Theme that shall be in the NGD.

Definition	Imagery is geo-referenced image data of the Earth's surface, from satellite or airborne sensors.
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Purpose	<p>The Imagery Theme provides maintained, high resolution stereo imagery and ortho-imagery datasets to enable capture and maintenance of features within the NGD.</p> <p>It is also used in analytical processing to derive other information, such as land cover type classifications.</p>
Geometry	<p>Data captured at flight resolution to fulfil all NGD requirements, currently:</p> <p>1km² true ortho-rectified raster images at 12.5cm-25cm Ground Sample Distance (GSD)</p> <p>Raster Stereo imagery at 15cm GSD.</p>
Completeness	Complete to the high-water mark (Mean High Water (MHW) for England and Wales and Mean High Water Springs (MHWS) for Scotland).
Spatial Accuracy	The accuracy of the imagery is such that it allows the capture of NGD features to their accuracy requirements.
Attributes	<p>Metadata available per data tile:</p> <p>Flying Dates(s): earliest and latest date of source imagery.</p> <p>Processing Date: date of creation of the tile.</p> <p>Version Number: number of times tile has been published.</p> <p>Resolution: grid resolution for tile.</p>

4.28. Imagery - New NGD Data

There are currently no anticipated improvements to the Imagery Theme. However, given it is used to maintain other features and Theme in the NGD, there may be changes to the data in this Theme to enable the Supplier to meet internal business requirements.

5 Geodetic Framework

- 5.1. In order to be able to create and maintain the NGD, the Supplier shall create and maintain the geodetic framework as described below:
- 5.2. The Supplier shall maintain a national network of Continuously Operating Reference Stations (CORS) and associated services in order to define the coordinate reference frame and mapping datum and then provide access to it to ensure that all spatial datasets can be unified.
- 5.3. The Supplier shall maintain the national coordinate reference system, realised through OS Net, is ETRS89 (European Terrestrial Reference System 1989). The national

mapping reference system is OSGB36® National Grid and this is defined from ETRS89 through the OSTN15 transformation model. The national height system (on mainland GB) is Ordnance Datum Newlyn (ODN). ODN and other local mean sea level based height datums (e.g. Outer Hebrides) are realised from ETRS89 through the OSGM15 height corrector model.

- 5.4. The Supplier shall also maintain the Fundamental Benchmark (FBM) network of ground marks across the country, which help in the definition of the national height datum. The FBM forms the primary height network and, as such, is the link to the Ordnance Datum at Newlyn. The FBM is used in the creation of the orthometric to GPS height correction model (OSGM15).

6 Archiving of Data

- 6.1. The purpose of archiving of the NGD is:

- To act on behalf of the National Archive as the repository for the Supplier's topographic and height data.
- To ensure the access to the archived data as per Part 2 (Access to and Use of OS Data and Digital Services) of this Schedule 2.1 (Services Description).

- 6.2. From the Effective Date, the Supplier shall archive an annual snapshot of topographic and height data for Great Britain. For example, this is currently achieved by archiving OS MasterMap Topography Layer and Terrain 5, but in future it may be met by archiving the other appropriate sources of the Supplier's topographic and height data.

PART 4

RESEARCH AND DEVELOPMENT

The purpose of this Part 4 (Research and Development) of this Schedule 2.1 (Services Description) is to set out the Supplier's funded research and development programme to enable the delivery of world-leading geospatial data, services and technology. This shall be through a programme of continuous research and development ensuring that the Crown's geospatial data is accurate, relevant and supports emerging technologies. By leading sector developments, the UK can maintain its position as a geospatially advanced nation.

1 Aims and objectives of Research and Development

- 1.1. The research and development that the Supplier shall provide through the Agreement brings together the insight, research and User Engagement into scalable proof of concepts that enhance the delivery and content of the NGD and enhance national mapping capability.
- 1.2. The aims and objectives of research and development delivered by the Supplier through the Agreement shall be to:
 - (a) improve geospatial data or service quality;
 - (b) improve efficiency of geospatial data or service production;
 - (c) improve public sector access (e.g. through machine-to-machine transactions, artificial intelligence and machine learning) to ensure the continued delivery of public services, enabling government policy and supporting the economy;
 - (d) unlock opportunities to contribute to the offsetting of costs of the Agreement;
 - (e) understand and support future public sector geospatial information requirements; and
 - (f) support (including as enabled and supported by the technical support provided under Part 10 (Technical Support) of this Schedule 2.1 (Services Description)) for:
 - (i) the Supplier's obligations under Part 7 (Educational Support) of this Schedule 2.1 (Services Description) to enable a skilled community; and
 - (ii) the Supplier's goals under Part 6 (International Commitments on Behalf of UK Government and Setting International and National Standards) of providing public good enabled by geography.

2 Technology Readiness Level

2.1. Overview of Technology Readiness Level

- 2.1.1 The research and development programme is designed to recognise the different modes of research and development appropriate for the Technology Readiness Level (TRL) of the concepts being tested.

2.1.2 The Supplier shall have standing capability and draw on additional resources from within the Supplier and from partners, stakeholders and external collaborators as appropriate to ensure that it is responsive and ensure continuity of the programme.

2.1.3 The table below illustrates how research and development flows through each TRL stage.

TRL approximation	Technology Improvement	Drivers for Change
2-4 concept to validation	Geospatial research ↓	Innovation bodies (e.g. UK Research and Innovation) ↓
4-6 validation to early prototyping	Technology validation & prototyping → ↓	Engagement ↓
7-8 system development		Test Beds ↓
8-9 operational launch	Enhancement of the NGD, improved geospatial services to public sector	

2.1.4 The Supplier shall undertake appropriate and relevant research to inform its decisions regarding use of new technology for the collection of, maintenance of, supply of or provision of access to the NGD. Such research shall include, where appropriate, validation and prototyping of any new technology it decides to adopt.

2.1.5 The Supplier shall take into account innovation bodies and initiatives to inform the Supplier of evolving customer needs. This may be validated by and developed by the Supplier via User Engagement taking into account any comments raised by the Authority in relation to the Research and Development Plan.

2.1.6 Where the use of Test Beds is agreed by the Authority, the Supplier will undertake scaled production prototyping within the agreed Test Beds. The purpose of such developments is intended to enhance and improve the effectiveness of the NGD Data.

2.2 Research and development planning

2.2.1 Subject to Paragraph 2.2.3, the Parties shall agree a long-term plan following the Effective Date setting out objectives and activities for the Supplier's research and development work (the "**Research and Development Plan**"). The Parties may categorise the activities in the Research and Development Plan under the appropriate TRL, and the plan shall be revisited annually in accordance with Paragraph 2.7 of Schedule 8.1 (Governance).

- 2.2.2 Paragraph 2.3 sets out illustrative examples of research and development research and development activities under the following TRL approximations: 2 to 4; 4 to 6; and 7 to 8 to assist the Parties in determining how to categorise particular research and development activities agreed under Paragraph 2.2.1.
- 2.2.3 In respect of any Test Bed related activity and outputs under TRLs 7 to 8, during Contract Year 1 the Parties shall work together to jointly develop a business case for Test Beds and the funding of the inclusion of such Test Beds within this Agreement from the start of Contract Year 2 onwards. In order to deliver this, the Supplier will provide sufficient evidence to the Authority and provide any further information where reasonably requested by the Authority in support of the business case. Once both Parties agree that the business case is sufficiently thorough and robust, the Authority will submit the business case. Both Parties acknowledge that the inclusion of the Test Beds is dependent on approval of the business case and the Change Control Process.

2.3 Examples of research and development activities by reference to TRL

The following examples of research and development activities in this section 2.3 are for illustrative purposes only.

2.3.1 Technology concept through to validation (TRLs 2 to 4)

- 2.3.1.1 This activity is to maintain a programme of typically TRLs 2 to 4 geospatial research, primarily within universities in the UK, focused on geospatial science, systems and engineering to:

- 2.3.1.1.1 research to identify how the national mapping capability will need to adapt in the medium to long term to new developments in technology with the purposes of maintaining the UK's geospatial capability; and

- 2.3.1.1.2 play a role in shaping UK geospatial related research and collaborations, especially in the university sector, to ensure the continued vitality of UK research and availability of skilled workers in this sector.

- 2.3.1.2 Additional activity will include:

- 2.3.1.2.1 working with UK Research and Innovation (UKRI) to establish and develop a National Geospatial Research Programme; and

- 2.3.1.2.2 working with professional bodies (e.g. the Royal Geographical Society and the Royal Institute of Chartered Surveyors (RICS)) to promote the importance of geography in research outside of the core geospatial groups (e.g. in the Alan Turing Institute).

2.3.2 Technology validation through to early prototyping (TRLs 4 to 6)

- 2.3.2.1 Research and development activities (mid TRLs, typically 4-6) shall be selected through a combination of informed engagement with users and research and funding bodies (e.g. Innovate UK, Catapults, etc), responding to partner and stakeholder feedback.

2.3.2.2 The outcome for this stage of research are identifying drivers for change, use cases and identifying needs for evolving geospatial data for the subsequent stage of research and development.

2.3.2.3 The Assurance Group, with advice from the relevant Subject Matter Experts, will provide assurance and consider the outputs of the Supplier research and development activities during the technology validation through to early prototyping stage (TRLs 4 to 6). The Supplier shall report to the Assurance Group in respect of the following:

- (i) research and development portfolio (completed, current and pipeline activities);
- (ii) trends from the horizon scanning process;
- (iii) high-level assumptions being tested (pipeline funnel); and
- (iv) measures associated with the operation of the research and development process (engagement and outreach, inward requests, delivery against plan, drop-out rate).

2.3.3 Technology system development through to operational launch (TRLs 7 to 8)

Research and development activities (higher TRLs, typically 7-8) act as a bridge between earlier stage TRL research and development and the system development, system testing at scale to understand costs, technology choices and user benefits and needs.

2.3.4 Business case for technology system development through to operational launch (TRLs 7 to 8)

At this stage of research, one option for testing feasibility, to be validated during business development, is through the development of at-scale Test Beds, which may include, but not be limited to, the following:

- (i) two geographical Test Beds to be chosen for the capture of new geographic information;
- (ii) beginning with an agreed specification, the programme would move to alphas and live testing on a recurring cycle and deliver a proposal for future enhancements of the NGD throughout the Agreement;
- (iii) validation of user needs and benefits; and
- (iv) business case development for changes to future requirements under the Agreement.

3 Intellectual Property Rights

3.1 Subject to Paragraph 3.2, the Supplier will (where possible) seek an assignment of all Intellectual Property Rights in any research and development delivered under the Agreement.

- 3.2 The Parties shall review the output of any research and development delivered under the Agreement (“**R&D Output**”) on a case by case basis and consider the proposed / potential usage of such R&D Output by the Supplier, such usage and assignment of the R&D Output to be agreed by the Authority.

PART 5

MAPPING FOR EMERGENCIES

The purpose of this Part 5 (Mapping for Emergencies) of this Schedule 2.1 (Services Description) is to set out the Supplier's responsibility to provide mapping and geospatial support during the planning, response and recovery phases of any emergency, major incident or major national events for local authorities, emergency services and other organisations listed in the *Civil Contingencies Act 2004*, for example, responding to natural disasters, security threats and national strikes.

1 MFE Service Activities

- 1.1. The Supplier shall, as part of its MFE Service, undertake the following activities in response to Emergencies:
 - (a) providing geospatial advice and support (both on-site and remotely) to emergency responders, for instance by working with partner agencies to co-ordinate GIS resources in the event of severe weather events;
 - (b) delivering custom mapping as required for emergency services, for instance when conducting missing person searches;
 - (c) providing spatial analysis of risk areas and provision of data, for instance, to military, local authorities and emergency services when responding to severe flooding events;
 - (d) involvement in civil contingency exercises including providing advice, scenario planning, testing capability and readiness as well as maintaining operational links within the resilience community;
 - (e) raising awareness to potential users of the Supplier's MFE Service capabilities, including through organising mapping for emergencies events; and
 - (f) providing geospatial support in connection with major national events and in the event of public health crises.
- 1.2. The MFE Service is primarily aimed at Central Government, Category 1 (emergency services, local authorities and NHS bodies) and Category 2 (the Health and Safety Executive, transport and utility companies) responders, as defined in the *Civil Contingencies Act 2004*.
- 1.3. The MFE Service shall be delivered by the Supplier's expert advisors with resilience training.
- 1.4. The Supplier's core team of expert mapping advisors for the MFE Service shall be capable of activation at any point on any day of the year for central government, Category 1 and Category 2 responders and the MFE Service shall provide both proactive and reactive support.
- 1.5. The Supplier shall provide the MFE Service remotely through its regionally based experts based in Southampton, London, Glasgow and Edinburgh or on site where it is deemed necessary by the Authority, acting reasonably, given the nature of the event that requires the MFE Service.

- 1.6. The Supplier shall maintain a complete digital and up to date set of all Premium Datasets and OS OpenData Datasets within the three national civil contingency centres (Whitehall, Cardiff and Edinburgh) which can be used by Members as part of the MFE Service. The Supplier will ensure that New NGD Datasets are available for use for the MFE Service either via the national civil contingency centres or secured cloud hosting when such Datasets become available in accordance with Schedule 6.1 (Delivery Plans).
- 1.7. The Supplier shall be available to respond to MFE Incidents 24 hours a day, 365/6 days per year and shall reply to a MFE Incident within 1 hour of initial contact by the requesting organisation. The Supplier shall agree an initial plan of response to an MFE Incident with the requesting organisation and supply the initial plan to the requesting organisation within 3 hours of initial request.
- 1.8. The Supplier shall, as soon as reasonably practicable, inform the Authority Manager of any request that the Supplier receives in relation to a MFE Incident.
- 1.9. The Supplier shall provide the MFE Service for up to 72 hours from the time of initial contact provided that the initial plan of response has been agreed as per Paragraph 1.7 above. Further MFE Service from the Supplier beyond this timeframe will need to be approved by the appropriate Supplier Manager and Authority Manager.
- 1.10. In response to an MFE Incident, the Supplier shall add any appropriate Member who is a Category 1 responder to the Authorised List as referred to in Paragraph 7.1 of Part 2 Access to and Use of OS Data And Digital Services) of this Schedule 2.1 (Service Description). The Supplier will inform the Authority and the Member of this as soon as reasonably practicable to do so. The Authority and the Supplier will agree to the specified duration of time that such Member will be on the Authorised List, and inform the Member of this time period.
- 1.11. Subject to the Supplier's obligations under Paragraph 1.4 of Part 1 of Annex 2 Schedule 2.2 (Performance Levels), the Supplier shall treat the MFE Service as a priority and provide the MFE Services accordingly. The Parties acknowledge that, as a result of the Supplier providing such MFE Services, there may be an impact on the number of mapping specialists available for specialist mapping advice and technical support elsewhere under this Agreement. Unless otherwise agreed by the Authority, the Supplier's obligation to meet the KPIs shall continue to apply. Where the Supplier considers that its ability to provide the standard level of service under this Agreement will be impacted by providing MFE Services for longer than 72 hours it shall bring this to the attention of the Authority Manager. Any temporary relaxation of the KPIs shall only apply with the written approval of the Authority.

Part 6

INTERNATIONAL COMMITMENTS ON BEHALF OF UK GOVERNMENT AND SETTING INTERNATIONAL AND NATIONAL STANDARDS

The purpose of this Part 6 (International Commitments on Behalf of UK Government and Setting International and National Standards) of this Schedule 2.1 (Services Description) is to set out the Supplier's role and the benefits for the UK government of the Supplier being an international geospatial leader, leading the relationships with, and inputting expertise into, key international organisations on behalf of the UK government and supporting UK overseas objectives and helping to introduce and implement global best geospatial data, standards and services practice to the UK.

1 International commitments on behalf of the UK

- 1.1. The UK is an international geospatial leader and continued international engagement by the Supplier helps to retain and grow this position. This engagement by the Supplier shall support the Authority's objectives of growing the value of geospatial information.
- 1.2. The Parties shall agree a long-term plan following the Effective Date setting out objectives and activities for the Supplier's international engagement work and international standards work under this Part 6 (International Commitments on Behalf of UK Government and Setting International and National Standards) of this Schedule 2.1 (Services Description). The plan relating to international engagement work shall be known as the "**International Engagement Plan**" and the plan relating to international standards work shall be known as the "**International Standards Plan**", and such plans shall be revisited annually in accordance with Paragraph 2.7 of Schedule 8.1 (Governance).
- 1.3. Subject to the Authority's approval, the Supplier shall act as the expert representative body at international meetings on behalf of the UK government, in collaboration with other relevant organisations (as may be applicable). Where the Supplier intends to attend an international event on behalf of the UK government where it is not representing the Authority, or where it is attending to represent an organisation in addition to the Authority on behalf of the UK government, it shall notify the Authority in advance of such event.
- 1.4. The International Engagement Plan will include the international events and engagements relating to international geospatial development and policy which the Supplier shall attend during each Contract Year. The Authority shall be entitled to request changes to the events and engagements that the Authority requires the Supplier to attend on its behalf and the Parties shall work together revise the International Engagement Plan between annual revisions. Where such changes to the requirements would require significant additional expenditure on the part of the Supplier the changes shall be progressed in accordance with Schedule 8.2 (Change Control Procedure).

2 Key benefits of the Supplier's international commitments on behalf of the UK

- 2.1. The key benefits to the UK resulting from the Supplier's international engagement commitments to be set out in the International Engagement Plan are:
 - (a) building the UK's global reputation as a digital nation, to help support exports and inward investment;

- (b) supporting the UK's international policy objectives;
- (c) signposting to the UK government and its agencies global emerging trends and international best practice in respect of the creation, management, integration and use of geographic information, from policy to application;
- (d) supporting the efficient and effective spend of Official Development Assistance (ODA) funds; and
- (e) providing strategic expert advice to overseas -facing UK government departments and agencies.

3 Setting International and National Standards on behalf of the UK

- 3.1. The Supplier is committed to improving the accessibility, interoperability and quality of geospatial data as part of this Agreement. The Supplier recognises that adopting appropriate open standards is a key mechanism for accessibility and interoperability across the UK of data by all users, and some standards can drive improvements in data quality.
- 3.2. In order to make this a sustainable policy and to support the Supplier's role as a thought leader, the Supplier shall engage with relevant standards development organisations to ensure that their standards remain fit for purpose for UK geospatial data users (including chairing, attending, reviewing or influencing international/national standards bodies, organisations and testbeds).
- 3.3. The International Standards Plan will include the programme of standards engagement including international events and engagements relating to the setting of international and/or national standards to be undertaken by the Supplier during each Contract Year. The Authority shall be entitled to request changes to the International Standards Plan and the events and engagements that the Authority requires the Supplier to attend on its behalf and the Parties shall work together revise the International Standards Plan between annual revisions. Where such changes to the requirements would require significant additional expenditure on the part of the Supplier the changes shall be progressed in accordance with Schedule 8.2 (Change Control Procedure).

4 Key benefits of the Supplier's International and National Standards setting on behalf of the UK

- 4.1. The key benefits to the UK resulting from the Supplier's international and national standards engagement commitments to be set out in the International Standards Plan are:
 - (a) reinforcing the UK government's position as a thought leader in the national and international geospatial industry, thereby providing a strong platform to allow influence in other relevant areas;
 - (b) reducing any risk from the development of inappropriate standards;
 - (c) reducing costs by adopting existing standards rather than developing the Supplier or UK specific standards;
 - (d) increasing efficiency by increasing consistency;

- (e) adding value to UK data and services by providing interoperability with those of other providers; and
- (f) being involved in standards development develops critical understanding about the limitations of a specific standard and an understanding about the pros and cons of using a specific standard compared to alternative approaches.

Part 7

EDUCATIONAL SUPPORT

The purpose of this Part 7 (Educational Support) of this Schedule 2.1 (Services Description) is to set out the Supplier's educational support to school, college and university communities within Great Britain, which incorporates the design and management of an overall framework for educational services, and the provision of access to OS Data in schools, colleges and universities for the purposes of teaching, learning, research or study.

1 Educational Support

1.1. To the extent set out in the relevant Educational Support Plan, the Supplier shall provide educational support to support classroom and higher education learning opportunities and research including through the following activities:

- (a) design, management and provision of Research Data Agreements and Research Data Consortium Agreements, which are primarily for higher education research projects. These licence-based agreements enable free access to OS Data for non-commercial research purposes, where OS Data is not available via current service providers (for example Address and Imagery OS Data). Such licences enable wider collaboration between universities and industry for research purposes;
- (b) Provision of royalty-free OS Data for exam boards in Great Britain, as well as customer support to these boards and promoting understanding of geography as it is used by UK government, business and industry;
- (c) Promotion of the importance of geography and geospatial information in schools and providing teacher training to facilitate direct student access to OS Data via the mapping data platforms in place;
- (d) Provision of OS Data, materials and expertise to support critical national curriculum and exam skills such as understanding and interpreting maps, using a range of types of geographical data and collecting and analysing geo-located data from fieldwork;
- (e) Provision of support for teachers through working with geographical subject associations, including for example, the Geographical Association, Royal Geographical Society (RGS), the Royal Scottish Geographical Association (RSGS) and Scottish Association of Geography Teachers (SAGT); and
- (f) Maintenance of web pages for schools which includes signposting to teaching resources available from the Supplier and its partners, and other educational bodies the Supplier works with.

1.2. The Supplier shall also provide educational support by way of the Supplier's work with Licensed Partners and the education community to provide access to OS Data through appropriate OS licensing (i.e. the Educational Services Provider Contract (ESPC) under the Framework Partners Contract (FCP) for Licensed Partners who wish to supply OS Data to the education sector).

2 The Educational Support Programme

2.1. An annual programme of activities shall be agreed between the Supplier Manager and

Authority Manager in relation to educational support work, including the creation, use, availability and management of materials, resources and deliverables required to deliver the activities (the “**Educational Support Plan**”).

2.2. The Educational Support Plan will be reviewed every year by the Assurance Group.

PART 8

STATUTORY ASSESSOR TO THE BOUNDARY COMMISSIONS OF ENGLAND, WALES AND SCOTLAND

The purpose of this Part 8 (Statutory Assessor to the Boundary Commissions of England, Wales and Scotland) of this Schedule 2.1 (Services Description) is to set out the Supplier's responsibilities as the statutory assessor to the Boundary Commissions of England, Wales and Scotland.

1 Supplier's role as statutory assessor

- 1.1. The Parliamentary Constituencies Act 1986 (as amended) provides that the "Director General" of Ordnance Survey (i.e. the CEO) shall be included as an officer, and assessor, on the Boundary Commissions of England, Wales and Scotland.
- 1.2. To meet these statutory requirements, the Supplier shall ensure that the Supplier's CEO appoints a representative to act as assessor on his or her behalf. The Supplier shall ensure that its appointed assessor attends meetings of the Boundary Commissions of England, Wales and Scotland as required.
- 1.3. The Supplier shall ensure that its appointed assessor liaises with the relevant Boundary Commission to:
 - (a) assist in the review of electoral boundaries;
 - (b) provide expert guidance on related mapping issues by providing geospatial interpretation and clarification;
 - (c) provide input on published reports and related parliamentary reviews; and
 - (d) provide cartographic advice on publishing the relevant boundary commission findings.
- 1.4. The Supplier shall ensure that its appointed assessor attends all the relevant Boundary Commission meetings where such meeting occur quarterly or more frequently where required including where a statutory review of boundaries is undertaken.

PART 9

STATUTORY RECORDING OF ADMINISTRATIVE AND ELECTORAL BOUNDARIES

The purpose of this Part 9 (Statutory Recording of Administrative and Electoral Boundaries) of this Schedule 2.1 (Services Description) is to set out the requirements that the Supplier shall meet for statutory recording and update of administrative and electoral boundaries within Great Britain.

1 Recording administrative and electoral boundaries

- 1.1. Certain functions of the Supplier's operations are authorised and facilitated by the Ordnance Survey Act of 1841 (as amended) which empowers the Supplier to identify and record the alignment of administrative and electoral boundaries within Great Britain. The Supplier shall identify and record the alignment of administrative and electoral boundaries within Great Britain in accordance with Ordnance Survey Act of 1841 (as amended).
- 1.2. The Supplier shall update the alignment of administrative, electoral boundaries and boundary features held in the NGD:
 - 1.2.1 as a result of notification to the Supplier of changes to the administrative and electoral boundaries ("**Boundary Changes**") via Statutory Instrument(s) from the relevant authority or relevant boundary commission; or
 - 1.2.2 as the result of natural and gradual changes to the topographic feature that the boundary is aligned to.
- 1.3. In relation to Paragraph 1.2.1 above, the Supplier shall update the NGD to incorporate boundary changes by no later than 12 months following the operative date of the relevant boundary change notified to the Supplier, or (in instances where legal notification is received after this timeframe) within 6 weeks of receipt from the relevant authority of all information required to make the update.
- 1.4. The Supplier shall maintain and publish, no less frequently than every six months, the definitive boundary line database in the NGD (which includes authoritative naming).
- 1.5. The Supplier will publish maintenance of the definitive boundary line Dataset (which includes authoritative naming) twice a year in May and October which shall be made available to the public under the terms of the Open Government Licence.
- 1.6. The Supplier will maintain and update its Election Maps web-based app detailing administrative and electoral boundaries, including from district, wards and civil parishes (or communities) up to parliamentary, assembly and European constituencies. For England, Wales and Scotland, such boundary information shall be made available to the public under the terms of the Open Government Licence.

PART 10

TECHNICAL SUPPORT

The purpose of this Part 10 (Technical Support) of this Schedule 2.1 (Services Description) is to set out the technical support and engagement activities that the Supplier shall make available to Members and Solution Providers, where applicable, to help enable them to maximise the use, value and benefit of the applicable OS Deliverables.

1. Technical Support Objective

1.1 The Supplier shall provide the technical support services set out in this Part 10 (Technical Support) of this Schedule 2.1 (Services Description) providing expert technical support in relation to the following topics:

- (a) getting started with the applicable OS Data and Digital Services;
- (b) understanding and using the applicable OS Data and Digital Services - including Product and OS Data migration;
- (c) maximising the value of using OS Data;
- (d) demonstrating the value of leveraging insights from OS Data to support government policy and outcomes for Tier 1 Members through the Enhanced Technical Support from the Effective Date; and
- (e) providing expert geospatial scientific advice to UK government for Tier 1 Members.

1.2 The Supplier shall deal with day to day general support issues in respect of the OS Data and Digital Services, in accordance with Part 11 (Customer Support) of this Schedule 2.1 (Services Description).

2. Technical Support Team

2.1 The Supplier shall provide a dedicated support team made up of technical and relationship managers (the **Technical Support Team**) during Business Hours, for Tier 1 Members only. The Supplier shall ensure that the Technical Support Team shall work directly with the Tier 1 Members and relevant third-party suppliers, where applicable, to endeavour to resolve technical issues related to the OS Deliverables in response to a Technical Support Request (as defined below). Where required, the Technical Support Team shall be supported by a team of data scientists and data engineers during more in-depth support projects, as determined by the Supplier.

2.2 The Technical Support Team shall prioritise any Technical Support Requests received from Tier 1 Members and engage any relevant Supplier resources for this purpose where the Supplier deems this necessary, taking into consideration the impact on work elsewhere in this Agreement.

3. Access to Technical Support

3.1 Access to Technical Support can be requested as follows:

- (a) Tier 1 Members may request support from the Technical Support Team using the applicable methods referred to in Paragraph 3.1 (b) below (a **Technical Support Request**);
- (b) Tier 1 Members and / or Solution Providers may contact the Supplier directly via the OS Website and / or the OS Helpdesk to request technical support services relating to the applicable OS Data and Digital Services as per Part 11 (Customer Support) of this Schedule 2.1 (Services Description); and
- (c) Tier 2 Members, Citizen Users and OS OpenData Users can access technical support to the extent set out in Part 11 (Customer Support) of this Schedule 2.1 (Services Description).

4. Technical Engagement Activities

- 4.1 Save as provided in Paragraph 3.1, the Supplier shall provide different levels of technical support activity to Tier 1 Members and / or Solution Providers as part of its technical support services, based on the 'Topics' and 'Availability' as set out in the table below, as determined by the Supplier (**Technical Engagement Activity**).
- 4.2 The form and / or delivery of Technical Engagement shall be as determined by the Supplier in response to any Technical Support Requests or other as provided on the Supplier's initiative, and may consist of, but is not limited to, meetings with Tier 1 Members and / or Solution Providers either on an individual basis or group basis, including for example through conferences and / or workshops.
- 4.3 The Authority can request support and / or Technical Engagement Activity under the Cadre set out in Paragraph 6 for Tier 1 Members, and if there is any dispute as to the level of support available to Tier 1 Members then this will be resolved between the Supplier Manager and the Authority Manager.

Level	Topic	Availability	Outline of Activity
1	Getting started with the OS Data and Digital Services	For Tier 1 Members and Solution Providers	<p>This level of technical support is intended for new Tier 1 Members and / or Solution Providers to help them understand what is available under this Agreement, for onboarding them quickly and to help maximise the knowledge-sharing across Tier 1 Members and Solution Providers.</p> <p>The technical support provided under this topic shall be as determined by the Supplier and may include, but is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> • advice and guidance regarding the OS Data and Digital Services; • demonstration of OS Data; • advice and guidance on tools and service platforms available within the Digital Services; • answers to basic use and licensing questions relating to the OS Data and Digital Services;

Level	Topic	Availability	Outline of Activity
			<ul style="list-style-type: none"> • support and advice on formats, ordering of OS Data, styling, loading and usage of OS Data - typically building on existing user community best practice and sharing; and • 'how to' guides, tips, code libraries, webinars and online content.
2	Understanding and using the OS Data and Digital Services - including Product and OS Data migration	For Tier 1 Members and Solution Providers	<p>This level of technical support is intended for Tier 1 Members and Solution Providers to help them understand and realise the benefits of using the OS Data in their core operations and services.</p> <p>The technical support provided under this Topic shall be as determined by the Supplier and may include, but not is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> • detailed Premium Datasets, NGD Datasets and Digital Services demonstrations within their business and user environments; • detailed technical issue investigation and resolution; • discussions and in-depth workshops; • in situ help with Tier 1 Members' and / or Solution Providers' software and data; • support, advice and guidance on detailed technical topics such as specific product and data issues, helping Tier 1 Members and / or Solution Providers manage and maintain their data holdings and working with third party system suppliers; and • accelerating the adoption of OS Data and Digital Services and migration from old or legacy data products to New NGD Data and services as new NGD Data is introduced and helping Tier 1 Members and / or Solution Providers to migrate from legacy or current systems to new environments.
3	Maximising the value of OS Data	For Tier 1 Members	<p>This level of technical support is intended to help Tier 1 Members with new initiatives involving usage of OS Data; and to help them understand their data requirements and explore how the OS Deliverables and related new technologies can deliver additional value and integrate with their systems.</p> <p>The technical support provided under this topic shall be as determined by the Supplier and may include, but is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> • expert understanding of core OS Data elements including relevant data modelling, analysis and data visualisation; • assisting Tier 1 Members with integration of OS Data with their own data and other systems as may be agreed; and

Level	Topic	Availability	Outline of Activity
			<ul style="list-style-type: none"> working with Tier 1 Members to identify opportunities to exploit geospatial and OS Data, making recommendations for improvements and assisting them to maximise the value of geospatial data across their organisation to support better decision making and policy outcomes.
4	Leveraging insights from OS Data to support government policy and outcomes	For Tier 1 Members, as agreed with the Authority.	<p>This level of technical support is intended to assist Tier 1 Members with engineering and analysis techniques that can be applied to OS Data in order to help create specific insights that support the development and delivery of government policy and outcomes. Technical activity under this topic will be delivered by members of the Technical Support Team, as selected by the Supplier, working in collaboration with Tier 1 Member organisations as agreed, and may involve the secondment of Technical Support Team members to Tier 1 Member organisations, if deemed appropriate by the Supplier.</p> <p>Member(s) of the Technical Support Team may be seconded or deployed into a Tier 1 Member organisation to support the geospatial element of any agreed programme or project.</p> <p>The Technical Support Team will under this topic work both collaboratively with selected government stakeholders and iteratively to explore and test geospatial solutions, with an aim to develop approaches that can be replicated locally or nationally.</p> <p>The priority and focus of the activities under this topic may be given to key policy development in National Security and Resilience, Environment, and Housing and Land.</p> <p>The technical support provided as agreed under this Topic may include, but is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> providing relevant, new statistics and geographical representations and visualisations based on geospatial insights; exploring new methods to combine, transform and integrate different datasets by challenging existing conventions and models; showcasing the benefits of integrating geographic and statistical data; improving understanding and expertise around OS Data across government; and demonstrating the value to policy development which can be gained through providing relevant new insights, statistics, geographical representations and visualisations based on geospatial information.

Level	Topic	Availability	Outline of Activity
5	Providing expert geospatial scientific advice to UK government	For Tier 1 Members	<p>This level of technical support is intended to provide targeted scientific advice to Tier 1 Members on aspects of policy on science and technology related to geographic information.</p> <p>The scientific advice provided under this topic shall be as determined by the Supplier, and may include, but is not limited to, some or all of the following:</p> <ul style="list-style-type: none"> • engagement with government scientific advisers; • discussion and facilitation of implementation of policy on science and technology; • identifying and sharing best practice; and • facilitating communication on high-profile issues and those posing new challenges for Tier 1 Members. <p>Specific domain areas of advice provided shall be determined by the Supplier and may include, but are not limited to, some or all of the following areas:</p> <ul style="list-style-type: none"> • geodesy, the mathematical foundations of surveying, which involve aspects such as coordinate system definition, coordinate transformation models and a nation's core positioning infrastructure; • the end-to-end processes of surveying, geospatial information handling and visualisation (i.e. operational working practices and application of the technology); • Global Navigation Satellite Systems (GNSS) and related positioning technologies (the core systems, how they are used in different applications (drones, connected autonomous vehicles, etc.), and GNSS interference - measuring and the effect on Critical National Infrastructure); and • the development of policy on science or technology that has a core geographic information element or could be enabled through geographic information.

5. Reporting on Engagement Support Activity

5.1 The Supplier shall, in accordance with Schedule 8.1 (Governance), report to the Authority Manager on a quarterly basis in respect of:

- (a) all outputs from all Technical Engagement Activities (such reporting may include case studies on maximising the value of OS Data by Tier 1 Members, demonstrating value for money or best practice);
- (b) a summary of the Technical Engagement Activity at Level 5 (Providing expert geospatial scientific advice to UK government).

- 6. Enhanced Technical Support for the Technical Engagement Activity provided by the Supplier at Level 4 (or Cadre)**
- 6.1 Before the end of 60 Working Days from the Effective Date, the Supplier and the Authority shall work together to determine the enhanced support relating to Technical Engagement Activity at Level 4 (Leveraging insights from geospatial data to support government policy and outcomes) that will be provided by the Supplier to the agreed Tier 1 Members during Contract Years 1 and 2 (the ‘Enhanced Technical Support’).
- 6.2 The Enhanced Technical Support will:
- (a) define the goals and outcomes of the proposed Technical Engagement Activity;
 - (b) identify projects (including activities to be undertaken and the intended benefits to be realised) at Level 4 Technical Engagement Activity; and
 - (c) identify the selected Tier 1 Members.
- 6.3 The Supplier will complete the Enhanced Technical Support in accordance with Paragraph 6.2 above before the end of Contract Year 2.
- 6.4 The Supplier will submit to the Authority a draft interim report (‘Interim Report’) by the end of Contract Year 1 on the Enhanced Technical Support which:
- (a) evaluates the Enhanced Technical Support and demonstrates the value of the Technical Engagement Activities carried out to date; and
 - (b) sets out a number of options and a recommendation for the inclusion of Technical Engagement Activities at Level 4 (Leveraging insights from geospatial data to support government policy and outcomes) within the Agreement, with due regard to the outcome of the business case under Paragraph 7 below.
- 6.5 Within 20 Working Days of receipt of the draft Interim Report under Paragraph 6.4 above, the Authority will notify the Supplier if it:
- (a) approves the Interim Report, in which case the draft Interim Report will be the final Interim Report; or
 - (b) requires any amendment or clarification to the draft Interim Report.
- 6.6 If the Authority requests the Supplier to resubmit the draft Interim Report in accordance with Paragraph 6.5 (b) above, the Supplier shall resubmit the draft Interim Report taking into account the Authority’s reasonable requests for amendment or clarification within 15 Working Days of the date of such notification. The resubmitted report shall be the final Interim Report, unless the Authority notifies the Supplier of any further amendments or clarifications within 10 Working Days, in which case the Supplier shall make a further amendment to the draft Interim Report and submit this to the Supplier.
- 6.7 The Supplier will submit a Report on the Enhanced Technical Support activity for Contract Years 1 and 2 before the end of Contract Year 2 which:

- (a) evaluates the Enhanced Technical Support and demonstrates the value of the Technical Engagement Activities carried out to date; and
 - (b) sets out a number of options and a recommendation for the inclusion of Technical Engagement Activities at Level 4 (Leveraging insights from geospatial data to support government policy and outcomes) within the Agreement, with due regard to the outcome of the business case under Paragraph 7 below.
- 6.8 Within 20 Working Days of receipt of the draft Report under Paragraph 6.7 above, the Authority will notify the Supplier if it:
 - (a) approves the Report, in which case the draft Report will be the final Report; or
 - (b) requires any amendment or clarification to the draft Report.
- 6.9 If the Authority requests the Supplier to resubmit the draft Report in accordance with Paragraph 6.8(b) above, the Supplier shall resubmit the draft Report taking into account the Authority's reasonable requests for amendment or clarification within 15 Working Days of the date of such notification. The resubmitted report shall be the final Report, unless the Authority notifies the Supplier of any further amendments or clarifications within 10 Working Days, in which case the Supplier shall make a further amendment to the draft Report and submit this to the Supplier.
- 7. Business case for Technical Engagement Activities at Level 4 (Leveraging insights from geospatial data to support government policy and outcomes)**
 - 7.1 The Parties will work together to jointly develop a business case for funding the inclusion of additional Technical Engagement Activities at Level 4 (Leveraging insights from geospatial data to support government policy and outcomes) within the Agreement with effect from Contract Year 2 onwards. In respect of this, the Supplier will provide sufficient evidence to the Authority and provide any further information where reasonably requested by the Authority in support of the business case.
 - 7.2 Where the Authority receives sufficient evidence from the Supplier, and where **both** Parties agree that the business case is sufficiently thorough and robust, the Authority shall submit the business case. Both Parties acknowledge that inclusion of such activities within the Agreement are dependent on approval of the business case and the Change Control Procedure.
 - 7.3 The Authority will promptly notify the Supplier of the outcome of the business case, submitted in accordance with Paragraph 7.2 above.

PART 11

CUSTOMER SUPPORT

The purpose of this Part 11 (Customer Support) of this Schedule 2.1 (Services Description) is to set out the customer support available to Members, Solution Providers, OS OpenData Users and Citizen Users in respect of the OS Deliverables. This support aims to ensure that:

- day-to-day general support needs/issues are resolved;
- the use of, and value from, the OS Deliverables is understood; and
- Solution Providers are supported to maximise growth opportunity.

1. Customer Types

1.1 In this Schedule, **Customer Type** includes the following:

- (a) Tier 1 Members;
- (b) Tier 2 Members;
- (c) Solution Providers;
- (d) OS OpenData Users; and
- (e) Citizen Users.

2. Customer Support Objective

2.1 The Supplier shall provide support in relation to the following:

- (a) website provision for Members, Solution Providers, OS OpenData Users and Citizen Users to enable self-service support for the applicable OS Deliverables;
- (b) OS Helpdesk support to help resolve Customer enquiries related to the applicable OS Deliverables (as an alternative to OS Website self-service support);
- (c) on-boarding, royalty payments for Solution Providers; and
- (d) targeted customer support for Tier 1 Members using the OS Deliverables in respect of key government policy areas.

2.2 Expert technical support and engagement activities in respect of the OS Deliverables, shall be dealt with by the Supplier in accordance with Part 10 (Technical Support) of this Schedule 2.1 (Services Description).

2.3 The Supplier shall provide initial support to its Customers through the OS Website and/or the OS Helpdesk. In addition, the Supplier shall provide support and engagement activities targeted at specific Customers and / or Customer Type as described below.

2.4 The support type, as described in Paragraph 3, that will be available for each Customer Type is set out below:

Customer Type	Support Type		
	OS Website	OS Helpdesk	Customer Support
Tier 1 Members	Yes	Yes	Yes
Tier 2 Members	Yes	Yes	No
Solution Providers	Yes	Yes	Yes
OS OpenData Users	Yes	Yes	No
Citizen Users	Yes	Yes	No

3. Support Type

OS Website

- 3.1 The Supplier shall make available an area within the OS Website and / or the OS Data Hub which contains, without limitation, the following information, documents and tools which enable the user to self-serve the following:
- (a) information relating to the OS Data, Digital Services and other corporate information, including sample Data;
 - (b) tools to enable the notification of potential errors and omissions in the OS Data;
 - (c) technical supporting documentation to help customers use the OS Data and OS APIs, including product update release schedules; and
 - (d) information on this Agreement and on the use cases for the OS Data.
- 3.2 For Members, the Supplier shall provide a dedicated secure area within the OS Website that will include enhanced support tools and other community information.
- 3.3 For Solution Providers, the Supplier shall provide a dedicated secure area within the OS Website and / or the OS Data Hub that will include, but not be limited to:
- (a) draft copies of the Supplier's Licensed Partner contracts;
 - (b) royalty calculators and density pricing models; and
 - (c) access to commercial OS APIs.
- 3.4 For Citizen Users and OS OpenData Users, the Supplier shall provide an area within the OS Website that will deliver information on the applicable OS Data and Digital Services available, their usage, licensing guidance, basic technical support and community information.

OS Helpdesk

- 3.5 The Supplier shall provide the OS Helpdesk to support Customers, as an alternative to those Customers resolving enquiries themselves using the Supplier's website and online resources.
- 3.6 The OS Helpdesk shall operate in Business Hours on Working Days.
- 3.7 The Supplier shall provide trained helpdesk customer support agents, dedicated phone lines and email addresses. The OS Helpdesk support shall include, but is not limited to:
- (a) change of account details, username and password reset;
 - (b) licensing enquiries or clarification of terms and conditions;
 - (c) guidance on resolving day to day technical issues;
 - (d) order status clarification;
 - (e) notification of potential errors and omissions;
 - (f) supporting the communication and management of impacts as a result of new developments by the Supplier, such as New NGD Data and Product withdrawals that may impact on Customers' business; and
 - (g) assistance with existing contracts, data expansions, online order issues, invoice payments and OS Data developments.
- 3.8 The OS Helpdesk shall also act as a point of escalation connecting Customers to other parts for the Supplier for support, including activating customer support teams as described below and the Technical Support Teams as per Part 10 (Technical Support) of this Schedule 2.1 (Services Description).

Customer Support

- 3.9 **For Solution Providers**, customer support includes, but is not limited to:
- (a) providing support for key Solution Providers on a proactive basis, with the potential to scale the level of support depending upon the requirement and/or opportunity;
 - (b) managing royalties payable to the Supplier from Solution Providers, supporting the offset model;
 - (c) managing the process of on-boarding new Solution Providers; and
 - (d) supporting Solution Providers to make use of OS Data and Digital Services in their products and services, to meet existing and future market needs.
- 3.10 **For Tier 1 Members**, customer support activities to support government will include, but will not be limited to:

- (a) identifying government or industry projects and/or initiatives that support key government policy areas which could be enhanced by this Agreement and the OS Deliverables to feed into future planning cycles;
- (b) building relationships between government and the private sector to drive new innovations and support government policy;
- (c) capturing examples of use of OS Deliverables which can be used to demonstrate economic or social benefits; and
- (d) highlighting changing needs and drivers for change back into the Authority and the Supplier to define and help shape future requirements.

3.11 In accordance with Schedule 8.1 (Governance), the Representatives will agree a plan and programme of customer support focus areas and activities available for Tier 1 Members under this Part 11 (Customer Support) of this Schedule 2.1 (Services Description) (the “**Customer Support Plan**”).

3.12 Where the Supplier envisages that it will have difficulty, taking into consideration the impact on work provided elsewhere under this Agreement, providing the Customer Support to be provided by the Supplier pursuant to Paragraphs 3.9 and 3.10 it shall notify the Authority with a view to discussing and agreeing with the Authority a temporary re-prioritisation for such support.

PART 12

USER ENGAGEMENT

The purpose of this Part 12 (User Engagement) of this Schedule 2.1 (Services Description) is to set out the User Engagement Services to be provided by the Supplier.

1. User Engagement

- 1.1 The Supplier shall implement the User Engagement Plan as developed pursuant to Schedule 8.1 (Governance) and undertake the User Engagement Activities.
- 1.2 Where the Supplier conducts any User Engagement Activity the Supplier shall produce a User Engagement Report including the outputs from each User Engagement Activity. The Supplier will provide the User Engagement Report to the chair of the relevant User Engagement Activity for approval. The Supplier will provide every User Engagement Report approved by the relevant chair to the Authority and the Assurance Group.

ANNEX 1: Existing Baseline Descriptions for New NGD Datasets

1 Existing Baseline Descriptions Overview

- 1.1 This Annex sets out the Existing Baseline Descriptions for the New NGD Data, which are categorised by Theme. These provide more detailed descriptions of some of the feature attributes in the Outline Descriptions for the New NGD Data in Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description). To be clear, the Existing Baseline Descriptions are part of the specification for the New NGD Data that is captured and maintained in accordance with this Agreement.
- 1.2 The Existing Baseline Descriptions are based on the results of user discovery interviews and workshops held by the Supplier with a wide range of public sector users from 2017 - 2019. The following general primary use cases and data requirements were identified as part of the outputs of such engagement ('Primary Use Cases'). These Primary Use Cases in the table below are used as market evidenced inputs for the New NGD Data and are included in this Annex for illustrative purposes only.

Primary Use Case	Definition	Example Members
Protection of life	Preparing, preventing and mitigating for potential events of concern to public safety and responding to emergency incidents	Emergency services and environmental bodies
Environmental monitoring and regulation	Accurate and timely payment of rural land management subsidies, grant of environmental permits, managing protected sites and monitoring of environmental condition.	Rural payments bodies, Forestry Commission and environmental bodies
Efficient transport systems	Understanding and making improvements to allow easy and safe movement of people and goods across all transport networks.	Department for Transport and Local Authorities
Asset management	Managing assets and the environment to support the delivery of services (e.g. social housing stock, roadside assets, utilities infrastructure).	Local Authorities, highways agencies and utilities companies
Evidence based policy making	The formation and subsequent monitoring of impacts of government policy.	Department for Transport, Ministry of Housing Communities and Local Government (MHCLG), Department for Environment Food and Rural Affairs (DEFRA), Home Office
Effective citizen services	The provision of public services that support citizens (e.g. school places, health and social care, sports facilities, waste collection).	Local authorities and NHS Trusts

Effective planning framework	Efficient operation of the planning cycle, including forming local development plans, assessing planning applications and enforcement activity.	Local authorities
Land registration	The accurate and efficient registration the ownership of land and property.	Land Registry and Registers of Scotland
Understanding commercial risk	Analysis and management of commercial risk, especially in insurance and banking sectors.	Solution Providers
Land and property lifecycle	The complete lifecycle of the land and property market, including site identification, analysis, planning and construction.	Solution Providers

2 Metadata

- 2.1 The Supplier will provide metadata information for the New NGD Data to indicate the source(s) of the Data, any changes that have been made and when areas were last checked for change by Supplier's cyclic revision programmes. The metadata will be provided at different levels (where applicable) as follows:
- at the attribute level within the New NGD Data for an individual feature (for example, a name has been changed following Customer feedback);
 - at the feature level (for example, a feature has been updated following implementation of a refined heighting process); or
 - at geographic area level (for example, to indicate when an area was last checked for change by the Supplier's cyclic revision programmes).
- 2.2 The following terms and descriptions are indications of the types of information and examples that may be provided within the metadata. These will be subject to further refinement through the processes set out in Paragraph 6 of Schedule 6.1 (Delivery Plans).

Term	Description	Examples
Source	Where has the Data come from?	The Supplier, a Third Party.
Update Trigger	Why has a change been made to the Data?	A new Local Authority address record, an updated local authority record, a Supplier cyclic revision programme, a Supplier Data improvement programme, a new Third Party Data source, user feedback.
Method	How the change was made?	Supplier ground verification, Supplier imagery-based sweep, Supplier modelled, Supplier desk-based edit.

Evidence Date	What date did the update trigger occur?	Imagery capture date for data captured from imagery, imagery capture date for data automatically derived from imagery, Third Party update date (if available), date a ground visit took place, date an error was identified or reported.
Data Change Date	The date the NGD Data was altered in the Supplier's NGD database.	Relevant date.

3. Buildings - New NGD Data

- 3.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Buildings Theme for the New NGD Data as set out in Paragraph 4.8 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary use cases for Buildings

- 3.2 The New NGD Data for Buildings is primarily intended to meet the following identified user needs for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Protection of life	More up-to-date buildings with enriched attribution such as the type, use, construction type, presence of basements and number of floors can help identify vulnerability and inform risk assessments. It can also enable appropriate incident response by improving situational awareness, particularly for fire and flooding.
Effective planning Framework	More up-to-date buildings with attribution including the type, age and listed status gives Local Authorities a greater understanding of existing housing stock, enabling them to create more effective Local Development Plans as well as inform the assessment of planning applications.
Asset management	Enriched building attribution including the age, construction type, status, roof shape and number of floors is required by Local Authorities to manage their housing stock effectively, including assessing vacant buildings, improving energy efficiency and long-term planning for replacing housing stock. It is additionally required by telecoms companies for signal modelling that in turn informs placement of assets.
Understanding commercial risk	Enriched building attribution including the type, usage, age, construction type and number of floors are required when quoting for insurance policies and mortgage applications, as they inform risk calculations and estimation of rebuild costs. This information can also enable companies to better understand and balance the overall risk exposure of insurance or lending portfolios.

In addition to the Primary Use Cases set out in the table above, there are also Primary Use Cases identified for New NGD Data for Buildings including Land and property lifecycle, land registration and evidenced based policy.

Currency Enhancement

- 3.3 Where new Buildings are in a location that is part of a new housing development or other major change, then the polygon will be updated within three Months of completion of construction (improving from the current six-month update regime).

Attributes and Features

- 3.4 The table below sets out in greater detail the description of the New NGD Data within the Buildings Theme categorised by attribute or feature.

Building Status (Attribute)	<p>Attribute definition: The operational or occupational status of the site the building is part of.</p> <p>Coverage: Buildings within addressable sites within Great Britain.</p> <p>Data sources: Local Authority address records, subject to appropriate agreements as to terms being reached and where appropriate agreements are reached, supplemented by Supplier capture as appropriate, in respect of Data updates.</p> <p>Data updates (subject to agreements as to Third Party Data sources above): Changes to the status of addressable sites recorded in Local Authority address records will be used to update the attribution within one month of them being provided to the Supplier. New buildings will be supplied with an interim classification from Supplier if the Local Authority records have not been created.</p> <p>The table below sets out the attribution information that will be provided as applicable for features for Building Status within the New NGD Data.</p>									
	<table> <tr> <th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr> <tr> <td>Building status</td><td>The operational or occupational status of the site the building is part of.</td><td>In Use Under Construction Unknown</td><td>Can be multiple or unknown. Attribution will be assigned to all buildings within a site.</td></tr> </table>	Attribution	Definition	Values	Notes	Building status	The operational or occupational status of the site the building is part of.	In Use Under Construction Unknown	Can be multiple or unknown. Attribution will be assigned to all buildings within a site.	
Attribution	Definition	Values	Notes							
Building status	The operational or occupational status of the site the building is part of.	In Use Under Construction Unknown	Can be multiple or unknown. Attribution will be assigned to all buildings within a site.							

Building Type (Attribute)	Attribute definition: The nature of the building, typically in relation to its surrounding buildings.										
	Coverage: Addressable residential buildings in Great Britain, for the main building within a site.										
	Data sources: Local Authority address records subject to appropriate agreements as to terms being reached, and where appropriate agreements are reached, supplemented by Supplier modelled Data as appropriate.										
	Data updates (subject to agreement as to Third Party Data sources above): New or changed Data from Local Authorities will be used to update the attribution within one month of being provided to the Supplier.										
	New buildings will be supplied with an interim classification from the Supplier if the Local Authority records have not been created or do not contain the required information to populate or derive the attribution.										
	The table below sets out the attribution information that will be provided as applicable for features for Building Type within the New NGD Data.										
<table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Building Type</td><td>The nature of the building, typically in relation to its surrounding buildings</td><td>Caravan/Mobile Home Detached Flats Semi-Detached Terraced Unknown</td><td></td></tr></table>				Attribution	Definition	Values	Notes	Building Type	The nature of the building, typically in relation to its surrounding buildings	Caravan/Mobile Home Detached Flats Semi-Detached Terraced Unknown	
Attribution	Definition	Values	Notes								
Building Type	The nature of the building, typically in relation to its surrounding buildings	Caravan/Mobile Home Detached Flats Semi-Detached Terraced Unknown									

Building Age (Attribute)	Attribute definition: The estimated period or decade of construction of the principal part of the building.			
	Coverage: Addressable buildings in Great Britain, for the main building within a site.			
	Data sources: Supplier capture for new buildings, Third Party Data sources subject to appropriate agreements (as to terms and price) being reached, or modelled by the Supplier to relevant technical specification.			
	Data updates (subject to the position reached as to Data sources above for this attribute): New buildings will be populated with the date they are first captured by the Supplier. Existing buildings may be updated as determined by the Supplier			
	The table below sets out the attribution information that will be provided as applicable against features for Building Age within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Named period built	The estimated period or decade of construction of the principal part of the building	For example: pre-1900 1900-1919 1970-79 Unknown	Precise values will depend upon Data sources. Where no Data is available the value will be Unknown

Construction Type (Attribute)	<p>Attribute definition: The primary material a building is made from.</p> <p>Coverage: Addressable buildings in Great Britain, for the main building within a site.</p> <p>Data sources: Third Party Data subject to appropriate agreements being reached, or Supplier modelled Data to the relevant technical specification.</p> <p>Supplier Data capture for new buildings will be from Contract Year 3.</p> <p>Data updates (subject to the position reached as to Data sources above for this attribute): From Contract Year 3 this attribute will be populated for new buildings by the Supplier. For new buildings captured by the Supplier’s ground survey methods, this will be at the point of capture.</p> <p>Existing buildings may be updated as determined by the Supplier.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Construction Type within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Construction Type</td><td>The primary material a building is made from</td><td>For example: Brick Timber Steel Glass Caravan/Mobile Home Unknown</td><td>Can be multiple or unknown</td></tr></table>	Attribution	Definition	Values	Notes	Construction Type	The primary material a building is made from	For example: Brick Timber Steel Glass Caravan/Mobile Home Unknown	Can be multiple or unknown
Attribution	Definition	Values	Notes						
Construction Type	The primary material a building is made from	For example: Brick Timber Steel Glass Caravan/Mobile Home Unknown	Can be multiple or unknown						
Number of Floors (Attribute)	<p>Attribute definition: The number of floors within a building.</p> <p>Coverage: Addressable residential and office buildings in Great Britain.</p> <p>Data sources: Modelled by the Supplier to the relevant technical specification, or inferred from Local Authority address records subject to appropriate agreements being reached, and where appropriate agreements are reached Third Party Data will be supplemented by Supplier modelled Data. Supplier Data capture for new Buildings from Contract Year 3.</p> <p>Data updates (subject to the position reached by the Supplier in respect of Data sources):</p> <p>Existing buildings may be updated as determined by the Supplier. From Contract Year 3 this attribute will be populated for new buildings by the Supplier.</p> <p>For new buildings captured by the Supplier’s ground survey methods, this will be at the point of capture by the Supplier.</p> <p>The table below sets out the attribution Data that will be provided as applicable against features for Number of Floors within the New NGD Data.</p>								

	Attribution	Definition	Values	Notes
	Number of Floors	The number of floors above ground level within a building.	Numeric, for example: 5 6 7	Buildings with entrances at different ground levels or mezzanines will be populated at a lower confidence
Listed Building (Attribute)	<p>Attribute definition: An record of whether the building or structure is located at a site that includes buildings or structures that have listed status from the relevant Government body.</p> <p>Coverage: Buildings and Structures that meet the Supplier's capture specification.</p> <p>Data sources: The government bodies with responsibility for listing buildings and structures (as listed in the Listing Body row in the table below), subject to appropriate agreements being reached.</p> <p>Data updates (subject to the position reached by the Supplier in respect of Data sources): Updates as supplied by the bodies with responsibility for listing will be provided within a month of them being provided to the Supplier.</p> <p>The table below sets out the attribution Data that will be provided as applicable against features for Listed Building within the New NGD Data.</p>			
	Attribution	Definition	Values	Notes
	Listed Building	A record of whether that building or structure is located within a site that includes buildings or structures that have listed status from the relevant Government body	Yes No Unknown	
	Location Confidence	An indicator that the listing applies to the specific building rather than the site in general	Yes No Unknown	Only populated if Listed Building attribution is 'Yes'

	Listing Body	The body that listed the building or structure	Historic England Historic Environment Scotland Welsh Government's Historic Environment Service	Only populated if Listed Building attribution is 'Yes'
	External Link	A persistent external identifier(s) from the listing body	To be confirmed	May be multiple for complex sites
Basement Presence (Attribute)	Attribute definition: An indicator of whether the Building has a basement or other underground occupiable space.			
	Coverage: Addressable buildings in Great Britain, for the main Building within a site.			
	Data sources: Third Party Data subject to appropriate agreements being reached as determined by the Supplier, inferred from Local Authority address records and where Third Party Data is sourced, this will be supplemented by Supplier capture for new Buildings from Contract Year 3.			
	Data updates (subject to the position reached by the Supplier in respect of Data sources above):			
	Existing buildings may be updated as determined by the Supplier. From Contract Year 3 this attribute will be populated for new Buildings by the Supplier.			
Basement Presence (Attribute)	For new Buildings captured by the Supplier's ground survey methods, this will be at the point of capture by the Supplier.			
	The table below sets out the attribution Data that will be provided as applicable against features for Basement Presence within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Basement presence	An indicator of whether the building has a basement or other underground occupiable space.	Yes No Unknown	
	Basement addressable	An indicator of whether any basement or other underground occupiable space is a self-contained addressable location.	Yes No Unknown	To identify basement flats as opposed to houses with basements, where possible.

Building Roof Information (Attribute)	Attribute definition: A description of the nature of the roof of a building.			
	Coverage: Great Britain			
	Data sources: Supplier modelled Data from aerial imagery.			
	Data updates: All buildings will have their building roof information recalculated automatically as part of the Supplier's 3-yearly cyclic revision programme.			
	The table below sets out the attribution Data that will be provided as applicable against features for Building Roof Information within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Roof Shape	An indication of the predominant shape of the roof	For example: Flat Pitched Complex Unknown Dome	
	Roof Material	An indication of the nature of the external roof covering	For example: Concrete Glass Metal Mixed Thatch Tiled Unknown	
	Roof alignment / aspect	A set of attribution that will describe the key elements of the alignment of the roof	To be confirmed	The precise nature of the attribution will be determined by what is practical to meet user needs from automated processes
Compound Buildings (Feature)	For buildings that currently consist of multiple topographic area features an additional single simplified representation will be automatically generated that merges the component parts together whilst retaining the external outline to the same resolution.			
Building Cross Referencing (Attribute)	Attribute definition: A link to an identifier for any larger site(s) the building is part of. These will enable related buildings and any single building representations to be linked together.			
	Coverage: Great Britain			
	Data sources: Supplier modelled Data.			
	Data updates: as updates to buildings take place the automated processes will be rerun.			

Access Locations to Public Sites and Buildings (Feature)	Feature definition: Locations where pedestrians and/or vehicles can enter or leave a site or building.			
	Coverage: Public sites and key public buildings in Great Britain			
	Geometry: Points			
	Data sources: Supplier capture unless Data may be obtained from Third Parties Data sources, where appropriate and subject to appropriate agreements being reached as determined by the Supplier.			
	Data updates: From the Third Contract Year access locations will be captured for all public sites and key public buildings by the Supplier. Data updates may be obtained from Third Party Data sources, as determined by the Supplier and subject to appropriate agreements being reached.			
	The table below sets out the attribution information that will be provided as applicable against features for Access Locations to Public Sites and Buildings within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Access User	An indication of the nature of the access allowed	For example: Pedestrian Vehicular Pedestrian and Vehicular	
	Access Restriction	An indication of the constraints on access	For example: Primary Public Public Private Emergency	
	Access reference	The unique identifier of the site or building the access location relates to	For example: Site ID Building ID	

4 Structures - New NGD Data

- 4.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Structures Theme for the New NGD Data as set out in Paragraph 4.10 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

- 4.2 The New NGD Data for Structures is primarily intended to the meet the following user needs for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Rural land management	Improved field boundary classifications are required across the environmental segment for a range of activities including the accurate and efficient administration of agricultural subsidies.

Protection of life	Enriched information on the location of flood defences and type of field boundary feature enable more accurate flood modelling, which in turn is used to assess risk, plan mitigation measures and ensure effective incident response. Enriched structure attribution as part of a comprehensive and maintained gazetteer of the location of places can reduce the time taken to locate and respond to an emergency, making it easier for locations to be shared between services and enable incidents to be reliably recorded against their location for reporting and analysis purposes.
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Currency Enhancements

- 4.3 The New NGD Data for Structures will be subject to an enhanced revision regime. Major bridges or other major change will be updated within three months of completion (improving from the current six-month update regime).

Attributes and Features

- 4.4 The table below sets out in greater detail the description of the New NGD Data within the Structures Theme categorised by attribute or feature.

Agricultural Field Boundary Type (Feature)	Feature definition: Nature of field boundary feature.											
	Coverage: rural and upland areas in Great Britain											
	Geometry: agricultural field boundaries will be represented as line features. These line features will be coincident with the relevant topographic line features that are currently published in OS MasterMap Topography Layer Data but will be subdivided into sections of hedge and wall where identified. Links between these new field boundary features and the existing topographic lines will be provided.											
	Data sources: Automated classification from imagery, supplemented by Supplier capture as determined by the Supplier.											
	Data updates: Field boundaries will be updated when physical boundaries are updated as part of the Supplier’s 3-yearly cyclic revision programme, and will be updated based on an automated land cover classification.											
	The table below sets out the attribution information that will be provided as applicable against features for Agricultural Field Boundary Type within the New NGD Data.											
	<table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Boundary feature type</td><td>A linear structure made of vegetation or piled stones forming a boundary between areas of land</td><td>For example: Dry Stone Wall Hedge Wooded Strip</td><td>These values are based on those currently used for a hedges Product the Supplier supplies to the Rural Payments Agency (RPA) under a Bilateral Agreement as set out in Table A of Schedule 12 (Bilateral Agreements). These will be validated through customer consultation and are subject to change. Subject to User Engagement, height and/or width attributes of hedge features may also be supplied.</td></tr></table>				Attribution	Definition	Values	Notes	Boundary feature type	A linear structure made of vegetation or piled stones forming a boundary between areas of land	For example: Dry Stone Wall Hedge Wooded Strip	These values are based on those currently used for a hedges Product the Supplier supplies to the Rural Payments Agency (RPA) under a Bilateral Agreement as set out in Table A of Schedule 12 (Bilateral Agreements). These will be validated through customer consultation and are subject to change. Subject to User Engagement, height and/or width attributes of hedge features may also be supplied.
Attribution	Definition	Values	Notes									
Boundary feature type	A linear structure made of vegetation or piled stones forming a boundary between areas of land	For example: Dry Stone Wall Hedge Wooded Strip	These values are based on those currently used for a hedges Product the Supplier supplies to the Rural Payments Agency (RPA) under a Bilateral Agreement as set out in Table A of Schedule 12 (Bilateral Agreements). These will be validated through customer consultation and are subject to change. Subject to User Engagement, height and/or width attributes of hedge features may also be supplied.									
Flood Defences (Feature)	Feature definition: Permanent structures that act to control the flow of water to prevent flooding. The features captured are those in the current Supplier capture specification (as at the Effective Date) with additional attribution to indicate if they have a flood defence role.											

Coverage: Great Britain

Geometry: Linear structures such as purpose-built walls will be represented by area and line features that, in geometry terms, are the same as the current OS MasterMap Topography Layer Data. Small structures such as sluice gates will be represented by point features that, in geometry terms, are the same as the current OS MasterMap Topography Layer Data.

Data sources: Supplier Data capture or Third Party Data sources, subject to appropriate agreements being reached.

Data updates (subject to the position as to Data sources being reached): Flood defences will be captured within 6 months of the Supplier being informed by the relevant Third Party or as part of the Supplier's 3-yearly cyclic revision programme.

The table below sets out the attribution information that will be provided as applicable against features as applicable for Flood Defences within the New NGD Data.

Attribution	Definition	Values	Notes
Function	The use to which the feature may be put, referring to the flood defence role of the feature.	For example: Flood Controlling Coastal Protection Unknown	
Name	The name of a flood defence site	<i>For example</i> Denver Sluice	Facility to provide multiple names against a feature
Identifier reference	A persistent external identifier from official bodies	To be confirmed	Only captured if available from third parties

Motorway
Telephones
(Feature)

Feature definition: Emergency telephone installed alongside a motorway

Coverage: Great Britain

Geometry: Points

Data sources: Third Party Data, subject to appropriate agreements being reached or Supplier Capture.

Data updates: subject to appropriate agreements being reached updated Third Party Data will be provided within one month of it being provided to the Supplier and within 6 months of installation subject to change information available from Third Party Data sources.

The table below sets out the attribution information that will be provided against features for Motorway Telephones as applicable within the New NGD Data.

Attribution	Definition	Values	Notes
Phone information	Information that may be present on the phone. For example. indicating its position and direction of travel along the road	For example: A14 25 9032 B	Only provided if available
Road Link Reference	The road link the post is located along	For example: Road link ID	
Identifier reference	A persistent external identifier from third parties		Only provided if available

Coastal Emergency Telephones (Feature)	Feature definition: Emergency telephone installed near the sea		
	Coverage: Great Britain		
	Geometry: Points		
	Data sources: Supplier capture or from Third Party Data if available, subject to appropriate agreements being reached.		
	Data updates (subject to the position reached by the Supplier in respect of Data sources): Within 6 months of installation, subject to change information available from Third Party Data sources.		
	The table below sets out the attribution information that will be provided as applicable for features for Coastal Telephones within the New NGD Data.		
	Attribution	Definition	Values
	Notes		
Phone information	Unique text on the phone identifying the specific phone	For example: 4712	Only provided if available
Location description	Location information provided on the phone	For example: Fistral Beach, Newquay Alexandrea Yacht Club, Southend-on-Sea	Only provided if available
Identifier reference	A persistent external identifier from third parties		Only provided if available

5 Land Use - New NGD Data

5.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Land Use Theme for the New NGD Data as set out in Paragraph 4.12 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

5.2 The New NGD Data for Land Use is primarily intended to meet user needs for the following primary use cases.

Primary Use Case	User needs for New NGD Data
Evidence based Policy Making	Improved land use data is required to meet MHCLG requirements on understanding land use change, housing and development activity in order to make policy decisions and monitor their impact.
Protection of life	The extent and access locations for large or complex sites can reduce the time taken to respond to an incident, by making it quicker to locate the incident and dispatch the right vehicle to the correct location.

Environmental monitoring and regulation	Site extent information for locations that are subject to environmental regulations can be used to help make permitting decisions and identify those responsible for environmental incidents.
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Land Use Sites

- 5.3 Land Use Sites is the term used to describe the representation of locations with a recognisable purpose or function that may be represented by one or more features, as captured by the Supplier in the OS MasterMap Sites Layer Data as at the Effective Date, for example a school or a railway station.
- 5.4 The table below sets out in greater detail the description of the New NGD Data for Sites within the Land Use Theme.

Land Use Type (Feature)	<p>Feature definition: The current primary utilisation of the land for human or economic activities represented as area features for the extent of land use.</p> <p>Coverage: Great Britain, existing sites plus data for commercial, industrial, aquaculture, community, amenity, public, transport, infrastructure, energy, defence, residential and construction sites.</p> <p>(Not all of the land surface of Great Britain will be encompassed by a site, for example forested or moorland areas).</p> <p>Geometry: Sites will be represented by area features that, in geometry terms, are similar to the site extents in the OS MasterMap Sites Layer Data as at the Effective Date.</p> <p>Data sources: Supplier Data Capture for Geometry and high level classifications and Local Authority Address Records and other Third Party Data for refined classifications, subject to appropriate agreements being reached.</p> <p>Data updates (subject to the position as to Data Sources): Sites associated with new housing and commercial development will be updated within 3 months of completion as either created, modified or deleted.</p> <p>Sites that are created, altered or deleted associated with other change will be updated as part of the Supplier 3-yearly cyclic revision programme.</p> <p>Changes to the function of an existing site, where directly provided by a Local Authority or other accredited Third Party Data source will be supplied within one month of receipt by the Supplier.</p> <p>The table below illustrates the type of attribution recorded as applicable against Land Use for Sites within the New NGD Data.</p>
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	Attribution	Definition	Values	Notes
	Function	The nature of the primary activity taking place at this location	For example Mineral Extraction Site or Offices	May be multiple for certain locations for example mixed residential and commercial sites
	Distinctive Name	A proper name that applies to a site	For example Whitehall Quarry or Explorer House	There may be multiple names or, on occasion, no name
Access Information (Feature)	Access to large or complex sites will be represented by point features that describe whether the access is for vehicles, pedestrians or both, and provide links to the road network, similar to the Data provided in the OS MasterMap Sites Layer Data as at the Effective Date. Access information will be included for selected types of sites as will be determined following User Engagement.			

Land use attribution on topographic areas

- 5.5 For some Primary Use Cases there is a requirement for data that provides complete coverage of Land Use by supplying this as an attribute on topographic area features. Land Use data will be assigned from a specific site, where applicable. Where a Land Use Site is not present, for example roads, railways and agricultural land, Land Use attribution is derived from topographical area attribution. Where a specific Land Use cannot be identified, then a Land Cover value attribution will be provided instead, for example a body of water or a wood.
- 5.6 The table below sets out in greater detail the description of the New NGD Data within the Land Use Theme where not within a site.

Land Use Type (Attribution)	<p>Attribute definition: The current primary utilisation of the land for human or economic activities represented as attribution based on topographic area features. Where no primary utilisation is evident then the nature of the land cover will be provided.</p> <p>Coverage: Full surface coverage of Great Britain.</p> <p>Geometry: Land Use will be recorded against topographic area features that, in geometry terms, are the same as the OS MasterMap Topography Layer Data.</p> <p>Data sources: Supplier Data Capture for Geometry and high level classifications, and Local Authority Address Records and other third parties may be used for refined classifications, subject to appropriate agreements being reached.</p>
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Data updates: Land use assigned to topographic areas associated with new housing or commercial development will be updated within three months of completion.

Land use assigned to topographic areas associated with other change will be updated within three years as part of the Supplier's 3-yearly cyclic revision programme.

Subject to appropriate agreements being reached, changes to the Land Use assigned to a topographic area where directly provided by a Local Authority or other accredited Third Party Data will be supplied within one month of receipt by the Supplier.

The table below illustrates the type of recorded against Topographic Areas.

Attribution	Definition	Values	Notes
Land Use	Land use category, likely to be based upon NLUD Classifications	For example: Railway Land or Canal	May be multiple for certain locations for example mixed residential and commercial sites
Land Cover	The nature of the land cover in a polygon.	For example: Woodland or Static Water	May only be provided when Land Use value is 'Unused'
Government Geography Identifier	The identifier of the most granular government geography unit identified as being required. Anticipated to be GSS Output Areas	For example: Oldham E08000004	May be multiple where a feature is within more than one area. Potential to assign percentages or split underlying geometries at these boundaries will be explored.

NLUD Classifications means the National Land Use Database: Land Use and Land Cover Classifications available via the following link:
<https://www.gov.uk/government/statistics/national-land-use-database-land-use-and-land-cover-classification>

Cross referencing between representations

- 5.7 There will be cross referencing between topographic area and sites features. How this is presented will be determined by the Supplier as a result of User Engagement. Metadata will be provided as set out in Paragraph 2 of this Annex I of this Schedule 2.1 (Services Description) to facilitate an assessment of changes in Land Use between epochs of data.

6 Land Cover - New NGD Data

6.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Land Cover Theme for the New NGD Data as set out in Paragraph 4.14 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

6.2 The New NGD Data for Land Cover is primarily intended to meet user needs for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Environmental monitoring and regulation	Improved land cover is required across the environmental segment for a range of activities including the accurate and efficient administration of agricultural subsidies, creating management plans for estates, monitoring protected sites and understanding land cover change for statutory reporting purposes.
Protection of life	Improved land cover classifications enable more accurate flood modelling, which in turn is used to assess risk, plan mitigation measures and ensure effective incident response.

Geometry Enhancement

6.3 Land Cover will be represented primarily by area features that, in geometry terms, are the same as the OS MasterMap Topography Layer Data. As is the case as at the Effective Date, these areas will be bounded by features representing physical boundaries (for example hedge/wall/fence) or vegetation boundaries where a change in land cover occurs where no physical feature exists (for example grassland and scrub on an area of moorland). However, these areas may be subdivided into smaller areas where this would be of significant benefit to users and automated processes can give an enhanced result.

Attributes and Features

6.4 The table below sets out in greater detail the description of the New NGD Data within the Land Cover Theme categorised by attribute or feature.

Land Cover Type (Attribute)	<p>Attribute definition: Land Cover represents the physical and biological cover of the Earth’s surface, which is attributed based on a standard classification scheme.</p> <p>Coverage: Great Britain</p> <p>Data sources: Automated classification from imagery, supplemented by Supplier Data capture</p> <p>Data updates: Land cover will be updated as part of the Supplier’s 3-yearly cyclic revision programme.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Land Cover classification within the New NGD Data.</p>
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	Attribution	Definition	Values	Notes
	Ordnance Survey Land Cover Classification	The classification of the physical nature of the earth surface into pre-defined classes	For example Marsh Boulders Rough Grassland	These values will be validated through User Engagement
	European Nature Information System (EUNIS) classification	The transformation of Ordnance Survey Land Cover Classification into EUNIS Level 1 or 2 values	For example: C2 Surface running water G3 Coniferous woodland H2 Screes	The appropriate classification level will be validated through User Engagement
	Other recognised land cover classification	The transformation of Ordnance Survey land cover classification into other appropriate classification scheme		The appropriate classification level will be validated through User Engagement and may include for example JNCC Broad Habitat Classifications
Land Cover Percentage Coverage (Attribute)	<p>Attribute definition: The percentage of each land cover classification within a topographic area.</p> <p>Coverage: Great Britain</p> <p>Data sources: Automated classification from imagery, supplemented by the Supplier's Data capture</p> <p>Data updates: Land cover will be updated as part of the Supplier's 3-yearly cyclic revision programme.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Land Cover Percentage Coverage within the New NGD Data.</p>			
	Attribution	Definition	Values	Notes
	Ordnance Survey land cover classification percentage	The cover classifications within a topographic area will be listed along with their relative percentage for each area.	For example: Rough Grassland 60% Heath 20% Boulders 20%	

	EUNIS classification percentage	The EUNIS land cover classifications within a topographic area will be listed along with their relative percentage for each area.	For example: C2 Surface running water 10% G3 Coniferous woodland 80% H2 Screes 10%	The appropriate classification level against which percentages is applied will be validated through User Engagement
	Other recognised land cover classification percentage	The relevant classifications within a topographic area will be listed along with their relative percentage for each area		The appropriate classification level against which percentages is applied will be validated through User Engagement

7 Transport Networks - New NGD Data

7.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Transport Networks Theme for the New NGD Data as set out in Paragraph 4.16 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

7.2 The New NGD Data for Transport Networks is primarily intended to meet the following identified user needs for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Protection of life	An enhanced integrated transport network with enriched attribution such as average speed and indicative speed limits will contribute to reducing delays and problems with identifying an effective navigable route to an incident by the appropriate vehicle. As a result, response times to an incident will be improved.
Efficient transport systems	A multi-modal integrated transport network with enriched attribution such as street lighting, pavements, cycle lanes, bus lanes and modal change points will contribute to understanding the capacity of the existing transport system across Great Britain to support evidence-based decisions to manage the transport network and develop transport services which are capable of meeting the transport demands of the future.

Effective citizen services	A multi-modal integrated transport network with enriched attribution such as street lighting, pavements, bus lanes, cycle lanes and road width information will contribute towards ensuring services are accessible to the citizen and identifying where new services are required. The enhanced offering will also enable more efficient, data-driven decision making for high profile statutory duties including school admissions, waste management, winter planning and caring for vulnerable citizens.
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In addition to the Primary Use Cases set out in the table above, there are also Primary Use Cases identified including: environmental monitoring and regulation, and evidence-based policy making.

Coverage Enhancement

- 7.3 The New NGD Data will have a Tracks and Paths topological network for Great Britain (extended from coverage of only urban areas captured by the Supplier at the Effective Date). This will include additional geometry captured to the existing specification available at the Effective Date for OS MasterMap Highways Data. This Data will be sourced from Supplier Data and updated as part of the Supplier's 3-yearly cyclic revision programme.

Attributes and Features

- 7.4 The tables below set out in greater detail the description of the New NGD Data within the Transport Network Theme for sub-Themes of Roads, Tracks and Paths, Rail, and Airports and Ferries, all categorised by attribute or feature.

(a) Roads

Transport Modal Change Points (Feature)	Feature definition: A site where a user can change between two different types of transport for example, rail to road or air to rail. The modal change points will take advantage of the OS MasterMap Sites Layer and expand this concept out to include all different types of transport interchange										
	Coverage: Great Britain										
	Geometry: Non-spatial feature with reference to spatial features										
	Data sources: Supplier modelled Data										
	Data updates: New train stations, airports and ferry ports will be captured within 6 months										
	The table below sets out the attribution information that will be provided as applicable against features for Modal Change Points within the New NGD Data.										
	<table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Site Name</td><td>Official Name of the Transport site.</td><td>For example:</td><td></td></tr></table>				Attribution	Definition	Values	Notes	Site Name	Official Name of the Transport site.	For example:
Attribution	Definition	Values	Notes								
Site Name	Official Name of the Transport site.	For example:									

			Train - 'Waterloo Station' or Ferry terminals - 'Portsmouth International Port' Airports - 'London Stanstead Airport'								
	ID Reference	Internal or External references	Unique IDs that define the external site, for example Airport code								
	Network Connection	Supplier representation of the network that connect to the specific site.	For example: Road ID Rail ID								
Presence of Tram Track (Attribute)	Attribute definition: A value attached to the section of road indicating whether there is the presence of tram track on this section of road. The Tram may be separated or part of the carriageway										
	Coverage: Great Britain										
	Data sources: Supplier modelled Data										
Presence of Tram Track (Attribute)	Data updates: New tram lines will be captured within 6 months										
	The table below sets out the attribution information that will be provided as applicable against features for Presence of Tram Track within the New NGD Data.										
	<table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Presence of Tram</td><td>Indication about whether there is a tram track on the RoadLink or alongside</td><td>For example: Yes No</td><td></td></tr></table>				Attribution	Definition	Values	Notes	Presence of Tram	Indication about whether there is a tram track on the RoadLink or alongside	For example: Yes No
Attribution	Definition	Values	Notes								
Presence of Tram	Indication about whether there is a tram track on the RoadLink or alongside	For example: Yes No									
Presence of Cycle Lane (Attribute)	Attribute definition: A section of road that is segregated by a physical feature or painted section of road only for cyclists usually indicated by a different colour tarmac or some indication painted on the tarmac										
	Coverage: Cycle lanes on all publicly maintained roads within Great Britain										
	Data sources: Third Party Data subject to appropriate agreements being reached and Supplier Data capture										
Presence of Cycle Lane (Attribute)	Data updates: For all new public roads and sealed private roads, or any change that affects road network lines on existing Department for Transport (DfT) classified roads, other public roads, junctions and sealed private roads, cycle lanes will be captured within 6 months. Otherwise supplemented by the Supplier's 3-yearly cyclic revision programme.										

	The table below sets out the attribution information that will be provided against features for Presence of Cycle Lane within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Presence of Cycle Lane	Indication of the presence of a cycle lane along any section of the road network.	For example: Yes No	
Presence of Bus Lane (Attribute)	<p>Attribute definition: A section of road that is segregated by a physical feature or painted section of road only for buses or shared usage usually indicated by a different colour tarmac or some indication painted on the tarmac.</p> <p>Coverage: Bus lanes on all publicly maintained roads within Great Britain.</p> <p>Data sources: Third Party Data subject to appropriate agreements being reached and Supplier Data capture.</p> <p>Data updates: For all new public roads and sealed private roads, or any change that affects road network lines on existing Department for Transport (DfT) classified roads, other public roads, junctions and sealed private roads, bus lanes will be captured within 6 months. Otherwise supplemented by the Supplier's 3-yearly cyclic revision programme.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for the Presence of Bus Lane within the New NGD Data.</p>			
	Attribution	Definition	Values	Notes
	Presence of Bus Lane	Indication of the presence of a bus lane along any section of the road network.	For example: Yes No	

Presence of Street Lights (Attribute)	<p>Attribute definition: Sections of road that are artificially illuminated</p> <p>Coverage: Great Britain</p> <p>Data sources: Third Party Data subject to appropriate agreements being reached and Supplier Data capture</p> <p>Data updates: For all new public roads and sealed private roads, or any change that affects road network lines on existing Department for Transport (DfT) classified roads, other public roads, junctions and sealed private roads, street lighting will be captured within 6 months. Otherwise supplemented by the Supplier 3-yearly cyclic revision programme.</p> <p>The table below sets out the attribution information that will be provided against features for the Presence of Street Lights within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Presence of Street Lighting</td><td>Indication of the presence of artificially illuminated section of road.</td><td>For example: Yes No</td><td></td></tr></table>	Attribution	Definition	Values	Notes	Presence of Street Lighting	Indication of the presence of artificially illuminated section of road.	For example: Yes No	
Attribution	Definition	Values	Notes						
Presence of Street Lighting	Indication of the presence of artificially illuminated section of road.	For example: Yes No							
Presence of Pavement (Attribute)	<p>Attribute definition: A manmade surface associated with (but not part of) a public or private road carriageway, whose main purpose is to provide a route for pedestrians or cyclists.</p> <p>Coverage: Coverage: Great Britain</p> <p>Data sources: Supplier modelled Data.</p> <p>Data updates: As updates to pavements and roads takes place in the Supplier's modelled Data, the Supplier's automatic process to generate presence of pavement will be rerun.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Presence of Pavement within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Presence of Pavement</td><td>Indication of the presence of a manmade surface associated with a road, whose main purpose is to provide a route for pedestrians or cyclists.</td><td>For example: Yes No</td><td></td></tr></table>	Attribution	Definition	Values	Notes	Presence of Pavement	Indication of the presence of a manmade surface associated with a road, whose main purpose is to provide a route for pedestrians or cyclists.	For example: Yes No	
Attribution	Definition	Values	Notes						
Presence of Pavement	Indication of the presence of a manmade surface associated with a road, whose main purpose is to provide a route for pedestrians or cyclists.	For example: Yes No							
Average Speeds (Attribute)	<p>Attribute definition: Vehicle data aggregated along the road over a multitude of points for a set period e.g. a year's worth of historic actual speed data.</p> <p>Coverage: Great Britain for all roads where average speed has been recorded.</p>								

	<p>Data sources: Third Party Data, subject to appropriate agreements being reached as determined by the Supplier.</p> <p>Data updates: subject to appropriate agreements being reached as determined by the Supplier.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for average speeds within the New NGD Data.</p>		
	Attribution	Definition	Values
	Average Speed	An indication of the average speed recorded along a road link.	Numeric, e.g. 22
	Direction	An indication in which direction the speed applies for road links that have two-way traffic.	For example, in direction or opposite direction
	Time Period	An indication of the days of the week and the time of day for which the stated speed applies.	For example: Monday, Tuesday or Weekends. 09:00 - 10:00
Indicative Speed Limits (Attribute)	<p>Attribute definition: A value attached to the section of road which indicates the maximum speed allowed according to road signage</p> <p>Coverage: Great Britain</p> <p>Data sources: Third Party Data, subject to appropriate agreements being reached.</p> <p>Data updates: subject to appropriate agreements being reached.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Indicative Speed Limits within the New NGD Data.</p>		
	Attribution	Definition	Values
	Speed Limit	An indication of the maximum speed limit along a section of road in miles per hour (mph).	Numeric e.g. 30
			When more than one speed limit applies to a section of road the precise approach has yet to be agreed.

Local Authority Attribution (including NSG Information) (Attribute)	<p>Attribute definition: Additional street data from Local Authorities, including NSG information</p> <p>Coverage: Great Britain (extended to include Scotland)</p> <p>Data sources: Local Authority custodians, subject to appropriate agreements being reached.</p> <p>Data updates: subject to appropriate agreements being reached, Local Authorities provide updates at least every 3 months.</p>
Road Width (Attribute)	<p>Attribute definition: The definition of a road width is from edge to edge of a road. An indication of the narrowest point and a calculation of the average road width</p> <p>Coverage: Great Britain (extended from urban areas only)</p> <p>Data sources: Supplier modelled Data from imagery</p> <p>Data updates: Rural width information will be recalculated automatically as part of the Supplier's 3-yearly cyclic revision programme</p>

(b) Tracks and Paths

Presence of Street Lights (Attribute)	<p>Attribute definition: Sections of paths that are artificially illuminated</p> <p>Coverage: Great Britain</p> <p>Data sources: Third Party Data subject to appropriate agreements being reached and Supplier Data capture</p> <p>Data updates: As part of the Supplier's 3-yearly cyclic revision programme</p> <p>The table below sets out the attribution information that will be provided against features for the Presence of Street Lights within the New NGD Data.</p>			
	Attribution	Definition	Values	Notes
	Presence of Street Lighting	An indication of a section of path that is artificially illuminated.	For example: Yes No	

Presence of Cycle Lane (Attribute)	<p>Attribute definition: A section of path that is segregated by a physical feature or painted section of a path only for cyclists usually indicated by a different colour tarmac or some indication painted on the tarmac</p> <p>Coverage: Great Britain</p> <p>Data sources: Third Party Data, subject to appropriate agreements being reached, and Supplier Data capture</p> <p>Data updates: As part of the Supplier's 3-yearly cyclic revision programme</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Presence of Cycle Lane within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Presence of Cycle Lane</td><td>Indication of the presence of a cycle lane along any section of the path network.</td><td>For example: Yes No</td><td></td></tr></table>	Attribution	Definition	Values	Notes	Presence of Cycle Lane	Indication of the presence of a cycle lane along any section of the path network.	For example: Yes No	
Attribution	Definition	Values	Notes						
Presence of Cycle Lane	Indication of the presence of a cycle lane along any section of the path network.	For example: Yes No							
Local Authority Attribution (including NSG Information) (Attribute)	<p>Attribute definition: Additional street Data from Local Authorities including NSG information</p> <p>Coverage: Great Britain (extended to include Scotland)</p> <p>Data sources: Local Authority custodians, subject to appropriate agreements being reached</p> <p>Data updates: Local Authorities provide updates at least every 3 months</p>								

(c) Rail

Transport Modal Change Points (Feature)	<p>Feature definition: A site where a user can change between two different types of transport for example rail to road or air to rail. The modal change points will take advantage of the OS MasterMap Sites Layer and expand this concept out to include all different types of transport interchange.</p> <p>Coverage: Great Britain</p> <p>Geometry: Non-spatial feature that is referenced to a spatial feature</p> <p>Data sources: Supplier modelled Data</p> <p>Data updates: New train stations, airports and ferry ports will be captured within 6 months</p> <p>The table below sets out the attribution information that will be provided as applicable against features for modal change points within the New NGD Data.</p>
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	Attribution	Definition	Values	Notes
	Site Name	Official Name of the Transport site.	For example: Train - 'Waterloo Station' or Ferry terminals - 'Portsmouth International Port' Airports - 'London Stanstead Airport'	
	ID Reference	Internal or External references	Unique IDs that define the external site, for example Airport code	
	Network Connection	Supplier representation of the network that connect to the specific site.	For example: Road ID Rail ID	
Rail Network (Feature)	<p>Feature definition: A link and node structure to represent the rail tracks used for transportation in the form of a linear network</p> <p>Coverage: Great Britain</p> <p>Geometry: Line features to represent railway tracks laid on the ground. This will be generalised to show a single route e.g. if there are two lines features for railway tracks travelling north then only one line is shown</p> <p>Data sources: Third Party Data, subject to appropriate agreements being reached and Supplier modelled Data</p> <p>Data updates: New rail or light rail routes will be captured within 6 months</p> <p>The table below sets out an indicative table of the attribution information that will be provided against features for Rail Network within the New NGD Data.</p>			
	Attribution	Definition	Values	Notes
	Type	An indication of the nature of the route	For example: Multitrack, single track, narrow gauge	
	Purpose	An indication of the purpose for which the rail can be used.	For example: Freight, Passenger, multiple	

8 Water - New NGD Data

- 8.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Water Theme for the New NGD Data as set out in Paragraph 4.18 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

- 8.2 The New NGD Data for Water is primarily intended to meet the user needs identified for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Environmental monitoring and regulation	Polygonised extents of intertidal areas alongside providing tidelines as continuous features will enable environmental bodies who monitor, manage and protect these areas to have a more holistic view when conducting analysis.
Environmental monitoring and regulation	A connected and attributed water network with improved river width information in combination with polygonised watercourse catchments and the location of flood defence assets all contribute towards more accurate environmental analysis to enable evidence-based decisions and faster responses to pollution incidents, species migration and water quality management.
Protection of life	A connected, topologically structured water network with detailed attribution, improved river width information and the identification of flood defences will result in more accurate flood models. Therefore, there will be improvements to predicting a flood event so that flood responses are more effectively planned and coordinated ahead of an incident as well as implementing effective flood prevention schemes.

Attributes and Features

- 8.3 The table below sets out in greater detail the description of the New NGD Data within the Water Theme categorised by attribute or feature.

Continuous Lines for Tidelines (Feature)	<p>Feature definition: Consistent, complete attribution of high and low water tidelines to enable topologically continuous tidelines.</p> <p>Coverage: Great Britain</p> <p>Geometry: Lines that, in geometry terms, are the same as the current OS MasterMap Topography Layer Data. Subject to defining and agreeing user requirements, this tideline Data may be used to create aggregated tidelines for defined geographic areas</p> <p>Data sources: Supplier Data capture</p> <p>Data updates: Supplier's 3-yearly cyclic revision programme</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Continuous Lines for Tidelines within the New NGD Data.</p>
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	Attribution	Definition	Values	Notes												
	Function	The type of tidal information represented by the line	For example: Mean High Water Mark Mean High Water Springs Mark Mean Low Water Mark Mean Low Water Springs Mark													
Water Catchment Polygons (Feature)	<p>Feature definition: The area from which precipitation contributes to the flow from a borehole spring, river or lake. For rivers and lakes this includes tributaries and the areas they drain.</p> <p>Coverage: Great Britain</p> <p>Geometry: Polygons</p> <p>Data sources: Third Party Data from authoritative bodies (including Environment Agency, Scottish Environment Protection Agency and Natural Resources Wales) subject to appropriate agreements being reached.</p> <p>Data updates: To be confirmed with authoritative bodies, updated Data from third parties will be provided within 6 months of being supplied to Supplier</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Water Catchment Polygons within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Catchment Name</td><td>The name of the catchment area assigned by an authoritative body</td><td>For example: Don and Rother Wye River Tweed</td><td></td></tr><tr><td>Catchment ID</td><td>The code of the catchment area assigned by an authoritative body</td><td>Numeric</td><td></td></tr></table>				Attribution	Definition	Values	Notes	Catchment Name	The name of the catchment area assigned by an authoritative body	For example: Don and Rother Wye River Tweed		Catchment ID	The code of the catchment area assigned by an authoritative body	Numeric	
Attribution	Definition	Values	Notes													
Catchment Name	The name of the catchment area assigned by an authoritative body	For example: Don and Rother Wye River Tweed														
Catchment ID	The code of the catchment area assigned by an authoritative body	Numeric														

River Width (Attribute)	<p>Attribute definition: The average width, in metres, of a section of watercourse as represented by a water link.</p> <p>Coverage: Great Britain</p> <p>Data sources: Supplier modelled Data</p> <p>Data updates: All watercourses will have their width information recalculated automatically as part of the Supplier's 3-yearly cyclic revision programme.</p>			
	Attribution	Definition	Values	Notes
	Average width	The average width, in metres, of a section of watercourse as represented by a water link	Numeric	<p>An improved method to that used for the OS MasterMap Water Network as at the Effective Date will be used to calculate average width.</p> <p>Subject to User Engagement, minimum and/or maximum width attributes may also be supplied</p>

9 Addresses - New NGD Data

9.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Addresses Theme for the New NGD Data as set out in Paragraph 4.20 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

9.2 The New NGD Data for Addresses is primarily intended to meet the user needs for the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Protection of life	All improvement areas identified against the address theme support the protection of life use case. Ensuring addresses are located accurately ensures emergency services can respond quicker and more effectively; knowing how an address is being used (e.g. hall of residence, school, hospital), the level an address is on and the physical status further enhances this ability, as well as enabling improved risk models and resilience planning.
Asset management	Improvements to address positional quality and detailed use classifications will enable quicker identification and understanding of assets. For asset managers this will allow informed decisions to be made on how to manage those assets, for use cases such as effective routing for maintenance engineers or being able to quickly inform appropriate residents of any work being conducted on assets.
Land registration	Increased capture and maintenance of address lifecycle data enables land registration officers to use the UPRN at the earliest opportunity, ensuring improved data linking and processing later in the process; address level information also enables a greater appreciation of the land / property being registered and its relationship to other properties in its vicinity aiding the registration process further.
Land and property lifecycle	Greater detailed use classifications and increased capture and maintenance of address lifecycle information is required when undertaking the conveyancing process, allowing for the case officers to make better informed decisions
Understanding commercial risk	Improvements to positional accuracy (coordinates) of address records, the additional capture and maintenance of address level (floor level of address) and increasing the completeness of detailed use classifications greatly increases the ability to undertake accurate risk models and therefore ensure appropriate insurance premiums and risk exposure values can be understood
Effective citizen services	Consistent, accurate address information specifically in relation to detailed use classifications, and coordinate accuracy enables improved service provision and execution such as analysing and managing housing stock levels. Greater completeness and maintenance of the address floor level also enables greater accuracy when undertaking activities such as land charges searches.

Attributes and Features

- 9.3 The New NGD Data for Addresses will include improvements to (i) the completeness of addressing attributes that are currently included in Existing NGD Data but are not mandatory to be captured within Local Authority capture specifications as at the Effective Date; and (ii) improvements to the position of addresses in relation to the associated NGD Data.
- 9.4 The table below sets out in greater detail the description of the New NGD Data within the Addresses Theme categorised by attribute or feature.

Physical Status of Address (Lifecycle Information) (Attribute)	<p>Attribute definition: Physical status of the land or property that is addressed.</p> <p>Coverage: Great Britain</p> <p>Data sources: Local Authority custodians, Local Authority planning and building control information, other , Third Party Data, in each case subject to appropriate agreements being reached as determined by the Supplier, and Supplier Data capture and change intelligence.</p> <p>Data updates: The capture and maintenance of the physical status of address records will become increasingly synchronised with Third Party Data, e.g. in respect of the Supplier's topographic data (as published in OS MasterMap Topography Layer Product). New address records entering as 'Under Construction' will be verified using change intelligence from Supplier and Third Party Data sources. Existing address records will be maintained by Local Authority custodians, supported by change intelligence from Supplier and Third Party Data sources.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Physical Status of Address within the New NGD Data.</p> <p>BLPU (Basic Land and Property Unit) is a feature type present in AddressBase Premium and within Local Authority capture specifications</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>BLPU State</td><td>Physical status of the land or property that is addressed</td><td>For example: Under Construction In Use Demolished</td><td>Only one value per UPRN Not mandatory for all records</td></tr><tr><td>BLPU State Date</td><td>Date that the BLPU State was last updated</td><td>For example: 2020-02-21</td><td>Only one value per UPRN Not mandatory for all records</td></tr></table>	Attribution	Definition	Values	Notes	BLPU State	Physical status of the land or property that is addressed	For example: Under Construction In Use Demolished	Only one value per UPRN Not mandatory for all records	BLPU State Date	Date that the BLPU State was last updated	For example: 2020-02-21	Only one value per UPRN Not mandatory for all records
Attribution	Definition	Values	Notes										
BLPU State	Physical status of the land or property that is addressed	For example: Under Construction In Use Demolished	Only one value per UPRN Not mandatory for all records										
BLPU State Date	Date that the BLPU State was last updated	For example: 2020-02-21	Only one value per UPRN Not mandatory for all records										
Positional Accuracy (Coordinate Location) (Attribute)	<p>Attribute definition: The location of the address record, accurately positioned in relation to the land or property that it relates to</p> <p>Coverage: Great Britain</p>												

Data sources: Local Authority custodians subject to appropriate agreements being reached as determined by the Supplier and Supplier Data capture

Data updates:

Address records identified as not being positioned in a topographic building (as currently published in OS MasterMap Topography Layer) where they should be, will be updated with an accurate position when a Supplier field surveyor has verified it.

Address records identified as being positioned in the wrong topographic building (as currently published in OS MasterMap Topography Layer) will be updated with an accurate position when a Supplier field surveyor has verified it.

The above two update cycles will also be improved with Third Party Data sources to verify the Supplier's current location accuracy and any changes are expected to be part of the same measures.

The table below sets out the attribution information that will be provided against features for Positional Accuracy (Coordinate Location) within the New NGD Data.

Attribution	Definition	Values	Notes
X_Coordinate Y_Coordinate Latitude Longitude	The location of the address record, accurately positioned in relation to the land or property that it relates to	BNG example: 358892, 179697 ETRS89 example: -2.5937954, 51.5146902	Available for all address records as British National Grid (BNG) and European Terrestrial Reference System 89 (ETRS89).

Address Level (Attribute)	<p>Attribute definition: The floor level an address is located, within an occupiable structure.</p> <p>Coverage: All address records requiring the Level value to be populated within Great Britain</p> <p>Data sources: Local Authority custodians, Third Party Data subject to appropriate agreements being reached, and supplemented by Supplier Data capture and Supplier modelled Data where appropriate.</p> <p>Data updates: Existing addresses and new addresses will be updated or maintained via multiple techniques. Local Authorities may in some instances update and maintain the Data directly where they have access to reliable Third Party Data sources, but Data could also be improved and updated by the Supplier using other Third Party Data sources or Supplier modelling techniques.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Address Level within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Level</td><td>The floor level an address is located, within an occupiable structure</td><td>For example:²<ul style="list-style-type: none">-101</td><td>A single level will be provided for appropriate addresses.³</td></tr></table> <p><u>Footnotes used in this section:</u></p> <p>User Engagement will be used to define a common understanding of how level should be allocated, e.g. in relation to the ground level at the main access point.</p> <p>² Exact values to be defined through User Engagement, as different conventions are in place for England, Wales, and Scotland at the Effective Date.</p> <p>³ To be confirmed via User Engagement as some address records will not require and should not have an address level.</p>	Attribution	Definition	Values	Notes	Level	The floor level an address is located, within an occupiable structure	For example: ² <ul style="list-style-type: none">-101	A single level will be provided for appropriate addresses. ³
Attribution	Definition	Values	Notes						
Level	The floor level an address is located, within an occupiable structure	For example: ² <ul style="list-style-type: none">-101	A single level will be provided for appropriate addresses. ³						
Detailed Use Classification (Attribute)	<p>Attribute definition: A detailed description of how the land or property relating to an address record is used</p> <p>Coverage: Great Britain (based on the current AddressBase Product classification Scheme available at the following hyperlink): https://www.ordnancesurvey.co.uk/documents/product-support/support/addressbase-product-classification-scheme.zip</p> <p>Data sources: Local Authority custodians, and Third Party Data, subject to appropriate agreements being reached as determined by the Supplier, supplemented by Supplier Data capture and Supplier modelled Data where appropriate.</p> <p>Data updates: Local Authorities will continue to maintain granular classifications for new residential records with the support of regular change intelligence feeds from a number of Third Party Data sources.</p> <p>Existing records which are not classified to a granular level are likely to be modelled by the Supplier using appropriate Data sources.</p> <p>Additional Data sources and validation will be undertaken to update existing and new commercial records to a detailed use classification</p>								

	The table below sets out the attribution information that will be provided as applicable against features for Detailed Use Classification within the New NGD Data.			
	Attribution	Definition	Values	Notes
	Classification_Code	A description of how the land or property relating to the address record is used, or in some cases the type of property	For example: Hotel General Practice Surgery Restaurant Petrol Filling Station	This code relates to the AddressBase Premium classification scheme only. One classification will be provided for each address record.

Business Name (Attribute)	Attribute definition: The business name of the occupier of a business property.											
	Coverage: Business addresses within Great Britain											
	Data sources: Local Authority custodians and other Third Party Data, subject to appropriate agreements being reached and Supplier Data capture. The list of Third Party Data sources will be confirmed and validated by the Supplier as applicable to check accuracy as reliable sources.											
	Data updates:											
	To ensure consistent naming of business 'chains', the business name associated with new and existing address records will be updated if they contravene agreed naming convention lists (agreed lists are currently in place between Improvement Service (Scotland) and GeoPlace (England and Wales)). These will be reviewed periodically											
	Business Names will be updated using definitive Third Party Data sources for Business Name lists when they can be matched to OS Data.											
	The table below sets out the attribution information that will be provided as applicable against features for Business Name within the New NGD Data.											
	<table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Organisation_Name</td><td>The business name displayed by the occupier of a business property.</td><td>For example: Tesco Boots Starbucks</td><td>The business name will often be written on the property fascia or site entrance. This may be different to the legal owner of the business. Multiple business names are allowed for a single address record.</td></tr></table>				Attribution	Definition	Values	Notes	Organisation_Name	The business name displayed by the occupier of a business property.	For example: Tesco Boots Starbucks	The business name will often be written on the property fascia or site entrance. This may be different to the legal owner of the business. Multiple business names are allowed for a single address record.
Attribution	Definition	Values	Notes									
Organisation_Name	The business name displayed by the occupier of a business property.	For example: Tesco Boots Starbucks	The business name will often be written on the property fascia or site entrance. This may be different to the legal owner of the business. Multiple business names are allowed for a single address record.									

10 Geographical Names - New NGD Data

10.1 This section describes in greater detail the intended Primary Use Case, and technical information for the enhancements within the Geographical Names Theme for the New NGD Data as set out in Paragraph 4.22 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Purpose

10.2 The New NGD Data for Geographical Names is intended to support the creation of an Emergency Services Gazetteer, which is a Dataset of location and names of addressable and non-addressable features with a unique identifier, specifically intended to meet the needs of the emergency services community.

Primary Use Cases

- 10.3 The New NGD Data for Geographical Names is primarily intended to meet the user needs for the following Primary Use Case.

Primary Use Case	User need for New NGD Data
Protection of life	A comprehensive and maintained gazetteer of the location of names and places can reduce the time taken to locate and respond to an emergency, making it easier for locations to be shared between services and enable incidents to be reliably recorded against their location for reporting and analysis purposes.

Attributes and Features

- 10.5 As part of the Emergency Service Gazetteer, a unique, persistent identifier attribute will be provided to enable consistent referencing and analysis of features and links to other data. Sufficient contextual information about the locality to allow differentiation between similarly named features in different areas of Great Britain will be provided.
- 10.6 The table below sets out in greater detail the description of the New NGD Data within the Geographical Names Theme categorised by feature.

Motorway and Major Road Marker Posts (Feature)	<p>Feature definition: Posts regularly placed alongside motorways and some major roads showing information on the location of the post and distance to the nearest emergency phone</p> <p>Coverage: Great Britain</p> <p>Geometry: Points</p> <p>Data sources: Third Party Data, subject to appropriate agreements being reached as determined by the Supplier, or Supplier capture or modelling as appropriate</p> <p>Data updates (subject to agreements being reached in respect of Third Party Data sources): Updated Third Party Data will be provided within one month of being supplied to the Supplier and within 6 months of installation for new features, subject to change information available from Third Party Data sources</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Motorway and Major Road Marker Posts within the New NGD Data.</p> <table><tr><th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr><tr><td>Post information</td><td>Text on the post indicating the motorway or major road route number, direction of travel and distance in kilometres from the start of the motorway/major road</td><td>Classification derived from road type data For example: M27 A 23.6</td><td></td></tr><tr><td>Road Link Reference</td><td>An indication of the road link the post is located along</td><td>For example: Road link ID</td><td></td></tr><tr><td>Identifier reference</td><td>A persistent external identifier from official bodies</td><td></td><td>Only captured if available</td></tr></table>	Attribution	Definition	Values	Notes	Post information	Text on the post indicating the motorway or major road route number, direction of travel and distance in kilometres from the start of the motorway/major road	Classification derived from road type data For example: M27 A 23.6		Road Link Reference	An indication of the road link the post is located along	For example: Road link ID		Identifier reference	A persistent external identifier from official bodies		Only captured if available
Attribution	Definition	Values	Notes														
Post information	Text on the post indicating the motorway or major road route number, direction of travel and distance in kilometres from the start of the motorway/major road	Classification derived from road type data For example: M27 A 23.6															
Road Link Reference	An indication of the road link the post is located along	For example: Road link ID															
Identifier reference	A persistent external identifier from official bodies		Only captured if available														
Vernacular Names (Feature)	<p>Feature definition: The location and extent of local (vernacular) geographical names</p> <p>Coverage: Great Britain</p> <p>Geometry:</p> <p>Points - for features where a point location would be appropriate to identify the location of the feature, for example, road junction, mast, hill summit, slipway or lifebuoy</p> <p>Indicative polygons - for extensive features where a point geometry would not be helpful or useful for identifying the location of a feature, for example settlements and bodies of water</p> <p>Data sources: Third Party Data sources, subject to appropriate agreements being reached as determined by the Supplier.</p>																

Data updates: Updated Data from Third Party Data -sources will be provided within an agreed period of being provided to the Supplier, as determined subject to appropriate agreements being reached.

The table below sets out the attribution information that will be provided as applicable against features for Local Geographical Names within the New NGD Data.

Attribution	Definition	Values	Notes
Name	The name supplied by the expert source	For example: Lymington Slipway Ethelred Estate	Facility to provide multiple names against a feature
Classification	An indication of the type of feature	For example: Lifebuoy Statue	The tool to capture local geographic names will allow for the capture of any feature relevant to expert sources
Source	The origin of information for the name		Appropriate values to be determined through User Engagement
Confidence	An indication of the level of confidence in the name		Appropriate values to be determined through User Engagement

Additional Non-addressed Features (Feature)	<p>Feature definition: The location of additional non-addressed features that are not covered by other sections in the Geographical Names Theme or made available in Addressing Products, and would be required for an Emergency Services Gazetteer</p> <p>Coverage: Great Britain</p> <p>Geometry: Points</p> <p>Data sources: Supplier modelled Data</p> <p>Data updates: As updates to Supplier Data take place, the automated process to generate non-addressed features will be rerun.</p> <p>The table below sets out the attribution information that will be provided as applicable against features for Additional Non-addressed Features within the New NGD Data.</p>									
	<table border="1"> <thead> <tr> <th>Attribution</th><th>Definition</th><th>Values</th><th>Notes</th></tr> </thead> <tbody> <tr> <td>Classification</td><td>An indication of the type of feature</td><td>For example: Named Bridges</td><td>Specific types of features will be decided through User Engagement</td></tr> </tbody> </table>	Attribution	Definition	Values	Notes	Classification	An indication of the type of feature	For example: Named Bridges	Specific types of features will be decided through User Engagement	
Attribution	Definition	Values	Notes							
Classification	An indication of the type of feature	For example: Named Bridges	Specific types of features will be decided through User Engagement							

11 Administrative and Statistical Units - New NGD Data

11.1 This section describes in greater detail the intended Primary Use Cases, and technical information for the enhancements within the Administrative and Statistical Theme for the New NGD Data as set out in Paragraph 4.24 of Part 3 (National Geographic Database) of this Schedule 2.1 (Services Description).

Primary Use Cases

11.2 The postcode boundaries Data within the New NGD Data for Administrative and Statistical Units is primarily intended to meet the user needs in the following primary use case.

Primary Use Case	User needs for New NGD Data
Evidence based policy making	Postcode areas are frequently used for statistical reporting, which in turn is used to both influence formulation and monitor the effectiveness of government policy. For this application the potential for ambiguity that arises from properties being bisected by postcode area extents is an issue as it can lead to inconsistencies in results.
Effective citizen services	When delivering services to citizens, postcode areas are frequently used to determine eligibility for services or to measure their availability. For this application the potential for ambiguity that arises from properties being bisected by postcode area extents is an issue as it can cause confusion between government, delivery partners and citizens.

11.3 The urban area extent Data within the New NGD Data for Administrative and Statistical Units is primarily intended to meet the user needs in the following Primary Use Case.

Primary Use Case	User needs for New NGD Data
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Evidence based policy making	A consistent, accurate and up-to-date dataset for the extents of urban and rural areas would ensure a common view could be used for analysis in different projects and across government departments, e.g. assisting the Office of National Statistics (ONS) in providing effective evidence to support policy decisions and monitor their impact.
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- 11.4 The resolution of boundaries Data within the New NGD Data for Administrative and Statistical Units is primarily intended to meet the following Primary Use Cases.

Primary Use Case	User needs for New NGD Data
Protection of life	Accurate boundaries support the preparation, prevention and mitigation for potential events of concern to public safety and responding to emergency incidents, especially cross- border events or emergencies.
Effective citizen services	Higher resolution boundaries support the effective provision of essential infrastructure and services e.g. schools, surgeries. Accurate boundaries are required for critical analysis which supports policy making and planning.
Understanding commercial risk	Accurate boundaries can be used to support the management and analysis of commercial risk by region, which can reduce insurance costs or provide better financial services.

Geometry Enhancements

- 11.5 The geometry of Administrative and Electoral Boundary polygon features will be enhanced to make these polygons align to Supplier topographic areas and site extents, where possible and appropriate to do so. The exact nature of the topographic alignment, especially in rural areas and at tidelines, will be determined through User Engagement. This enhancement will be subject to appropriate agreements being reached with the relevant Boundary Commissions.

The geometry of postcode boundary polygons will be enhanced to make these polygons align to the topographic areas and site extents in OS Data, where possible. The exact nature of the topographic alignment, especially in rural areas will be determined through User Engagement. Addressable properties will not be split by postcode boundaries.

Attributes and Features

- 11.6 The table below sets out in greater detail the description of the New NGD Data within the Administrative and Statistical Units Theme categorised by feature.

Urban Extents (Feature)

Feature definition: Polygons derived from a 50m x 50m grid to represent urban areas

Coverage: Great Britain

Geometry: Urban extents will be provided as polygons derived from a 50m x 50m grid of Supplier topographic areas

Data sources: Supplier modelled data, authoritative Third Party Data for identifier references for settlement codes.

Data updates: Urban polygons will reflect the latest Supplier source Data when the process to regenerate them is rerun (frequency likely to be annual).

The table below sets out the attribution information that will be provided as applicable against features for Urban Extents within the New NGD Data.

Attribution	Definition	Values	Notes
Name	The name of the highest classification of settlement that makes up an urban polygon, or, if multiple settlements of the same classification, the name of the largest such settlement.	For example: Leeds Cardiff	Potential to split these geometries at Local Authority boundaries will be explored
Area	The area of each urban polygon	Numeric	
ID references for settlement codes	A persistent external identifier from official bodies	For example: ONS Code	Office for National Statistics (ONS) codes such as Government Statistical Service (GSS) where appropriate

SCHEDULE 2.2
PERFORMANCE LEVELS

Performance Levels

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Deferred Test Issue Amount”	means the amount owing by the Supplier where it has failed to achieve the relevant Test Issue Threshold for a Test Issue KDM in the relevant Post PMC Period;
“Downtime”	has the meaning ascribed thereto in Paragraph 4.3 of Part C;
“Group 1 KPIs”	means the KPIs set out in the table in Paragraph 1.1 of Annex 2 for the NGD;
“Group 2 KPIs”	means the KPIs set out in the table in Paragraph 1.2 of Annex 2 headed Download KPIs;
“Group 3 KPIs”	means the KPIs set out in the table in Paragraph 1.2 of Annex 2 headed API KPIs;
“Key Delivery Milestone”	has the meaning given in Schedule 1 (<i>Definitions</i>);
“Key Performance Indicator” or “KPI”	means the key performance indicators within the Level 1 KPI Groups, and also the Level 2 KPIs, all of which are set out in Annex 2;
“KPI Event”	means any failure to meet a Target in any Time Period;
“Level 1 KPI Group”	means each of the Group 1 KPIs, Group 2 KPIs and Group 3 KPIs;
“Level 2 KPI”	means any KPI which is not within a Level 1 KPI Group;
“Measure”	means the relevant measure for each KPI (where applicable) as more particularly described in the table at Annex 1;
“Monthly Uptime Percentage”	has the meaning ascribed thereto in Paragraph 4.2 of Part C;
“New Data Key Delivery Milestone”	means a Key Delivery Milestone relating to New NGD Data or enhancing Existing NGD Data, as set out in Part A (OS Data Delivery Plan) of Annex 1 (Outline Implementation Plan) of Schedule 6.1 (Delivery Plans);
“Performance Matrix”	means a table, in the format of the template at Annex 1, which sets out the Performance

	Measures for each Contract Year, and which will be completed in accordance with Paragraph 5 of Part A;
“Performance Measures”	means the Key Delivery Milestones and/or Level 1 KPI Groups for a Contract Year as set out in the relevant Performance Matrix;
“Performance Measure PAR”	means the proportion of PAR which is at risk in relation to an individual Performance Measure as determined by the Authority in accordance with Part A;
“Performance Measure Score”	means, in relation to each Performance Measure, the score for such measure during each Contract Year calculated in accordance with this Schedule;
“Performance Measure Amount”	means the amount owing by the Supplier where it has failed to achieve the relevant Threshold for a Performance Measure in a Contract Year;
“Pilot Period”	has the meaning ascribed thereto in Paragraph 2.1 of Part C;
“Planned Maintenance”	has the meaning ascribed thereto in Paragraph 4.3 of Part C;
“PM Calculation Date”	has the meaning ascribed thereto in Paragraph 5.5 of Part A;
“Post PMC Period”	means the period falling on or after a PM Calculation Date;
“Profit at Risk” or “PAR”	means, in relation to each Contract Year, the greater of (i) £1 million, and (ii) 20% of the Supplier’s Gainshare for the relevant Contract Year, in each case with the Gainshare calculated as set out in Paragraph 3.6 of Schedule 7.1 (Charges and Invoicing);
“Rectification Date”	has the meaning ascribed thereto in Paragraph 3.1 of Part A;
“Target”	has the meaning ascribed thereto in Paragraph 1.2 of Part C;
“Test Issue”	has the meaning ascribed thereto in Paragraph 3.1 of Part A;
“Test Issue Amount”	means the amount owing by the Supplier where it has failed to achieve the relevant Test Issue Threshold for a Test Issue KDM in a Contract Year or before the PM Calculation

	Date immediately following the relevant Contract Year;
“Test Issue KDM”	has the meaning ascribed thereto in Paragraph 3.1 of Part A;
“Test Issue Threshold”	means the Rectification Date for each Test Issue KDM which is determined in accordance with Paragraph 3.1 of Part A;
“Time Period”	has the meaning ascribed thereto in Paragraph 3 of Part C;
“Threshold”	means the target performance level, which is set out in Paragraph 2.2 of Part A in respect of Key Delivery Milestones and Paragraph 4.3 of Part A in respect of Level 1 KPI Groups; and
“Total Performance Measure Amount”	means the total of the Performance Measure Amounts in a Contract Year.

PART A: PERFORMANCE MEASURES

1 PERFORMANCE MEASURES

- 1.1 Each Contract Year, the Supplier's performance against a number of agreed Performance Measures and Test Issue KDMs shall be monitored. Where the Supplier's performance against one or more of these Performance Measures or, as the case may be, Test Issue KDMs fails to meet the Threshold or, as the case may be, the Test Issue Threshold, the Supplier will incur a financial liability. There may be occasions where the Supplier's performance against a Test Issue KDM will continue to be monitored up to the relevant PM Calculation Date and/or into the relevant Post PMC Period.
- 1.2 Performance Measures shall comprise, in each Contract Year, Key Delivery Milestones and/or Level 1 KPI Groups or a mixture of both. Save as otherwise agreed, the Performance Measures shall comprise each of the Key Delivery Milestones contained in the relevant Detailed Delivery Plan, and each of the Level 1 KPI Groups (to the extent that the KPIs are operational in accordance with the provisions of Paragraph 1.3 of Part C and not within the Pilot Period).
- 1.3 The Test Issue KDMs shall be determined by a plan agreed by the Authority for Test Issues as more particularly described in Paragraph 3.1.
- 1.4 The Authority will allocate a proportion of the PAR to each Performance Measure in each Contract Year. For Contract Year 1, Contract Year 2 and Contract Year 3 (the "Initial PM Period"), the maximum proportion of the PAR that may be allocated to each Performance Measure shall not exceed 20%. For each Contract Year following the Initial PM Period, the maximum proportion of the PAR that may be allocated to each Performance Measure shall not exceed 50%.
- 1.5 Notwithstanding the definition of Profit at Risk, the parties agree that, in relation to each of Contract Year 2 and Contract Year 3, the Performance Measure PAR for each New Data Key Delivery Milestone, determined pursuant to Paragraph 5.2 below, will be reduced by 25%.
- 1.6 Any failure to reach a Threshold shall lead to a loss of Performance Measure PAR which shall be calculated in accordance with Paragraphs 2 and 4 below.
- 1.7 Any failure to reach a Test Issue Threshold shall also lead to a loss of the Performance Measure PAR reallocated to such Test Issue Threshold which shall be calculated in accordance with Paragraph 3 below.
- 1.8 The Supplier shall monitor its performance against each Performance Measure and shall send the Authority the relevant reports detailing the level of service actually achieved in accordance with Part B.

2 KEY DELIVERY MILESTONES

- 2.1 In accordance with the process set out in Schedule 6.1, the Supplier will submit a Detailed Delivery Plan for each Contract Year. The Detailed Delivery Plan will contain a number of Key Delivery Milestones, each of which will be a Performance Measure for the relevant Contract Year.

- 2.2 The Threshold for Key Delivery Milestones will be that the Key Delivery Milestone is delivered by the end of the Quarter in which it is scheduled for delivery in the Detailed Delivery Plan.
- 2.3 Where the Key Delivery Milestone is delivered:
- (a) in the month following the end of the Quarter, this will equate to a score of minus 1;
 - (b) in the second month following the end of the Quarter, this will equate to a score of minus 2;
 - (c) later than (b), this will equate to a score of minus 3.

Each of the aforementioned scores shall be deemed to be a “**KDM Score**”.

- 2.4 The Authority reserves the right to determine the percentage of the Performance Measure PAR (allocated to the relevant Key Delivery Milestone in accordance with Paragraph 5.2) that will be lost for the relevant KDM Score achieved in relation to each Key Delivery Milestone by the Supplier in each Contract Year.
- 2.5 The Authority shall notify the Supplier of the percentage of the Performance Measure PAR that will be lost in relation to each KDM Score in accordance with Paragraph 5.2 PROVIDED THAT the maximum percentage of the Performance Measure PAR that will be lost in relation to one individual KDM Score shall not exceed 40%.

3 TEST ISSUE KDMs

- 3.1 Where the Authority has issued a Milestone Achievement Certificate in accordance with Paragraph 6.2 of Schedule 6.2 (Testing Procedures) in respect of a Key Delivery Milestone but such certificate has been issued subject to a Severity Level 4 Test Issue (the “**Test Issue**”), such Key Delivery Milestone shall no longer be applicable and shall be replaced by a new delivery milestone which shall be resolution of the Test Issue (the “**Test Issue KDM**”) and the Test Issue Threshold for such Test Issue KDM will be that the Test Issue KDM is delivered by the rectification date as identified in the plan agreed by the Authority for such Test Issue pursuant to Paragraph 6.2 of Schedule 6.2 (Testing Procedures) (the “**Rectification Date**”).
- 3.2 In relation to any Test Issue KDM, where the Test Issue KDM is delivered:
- (a) in the month following the Rectification Date, this will equate to a score of minus 1;
 - (b) in the second month following the Rectification Date, this will equate to a score of minus 2;
 - (c) later than (b), this will equate to a score of minus 3.

Each of the aforementioned scores shall be deemed to be a “**Test Issue Score**”.

- 3.3 The percentage of the Performance Measure PAR (reallocated to the relevant Test Issue KDM from the Key Delivery Milestone which the Test Issue KDM has replaced) that will be lost for the relevant Test Issue Score achieved in relation to each Test Issue KDM by the Supplier either in the period prior to the PM Calculation Date or in the Post PMC Period will be the same as the percentage that has been allocated for the equivalent KDM Scores for the Key Delivery Milestone which the Test Issue KDM has replaced.

4 KPIs

- 4.1 The Performance Measures relating to KPIs will be the Level 1 KPI Groups (to the extent that the KPIs are operational in accordance with the provisions of Paragraph 1.3 of Part C and not within the Pilot Period) and so there is a maximum of three Performance Measures for KPIs, being the three Level 1 KPI Groups.
- 4.2 The Performance Measure Score for each Level 1 KPI Group will be calculated as follows:
- (a) for each Level 1 KPI within the Level 1 KPI Group, apply the actual percentage achieved against such KPI over the Contract Year as a whole, and award a point score for the KPI using the agreed point score range set out for each KPI (the **KPI Point Score**);
 - (b) calculate the mean average point score (to two decimal places) for each Level 1 KPI Group using the aggregate KPI Point Scores for the KPIs within the applicable KPI group, such point score being between minus three and three.
- 4.3 The Threshold for each Level 1 KPI Group will be a Performance Measure Score of zero. Any Performance Measure Score of zero or above will mean that the Supplier does not lose any of the Performance Measure PAR for such Level 1 KPI Group.
- 4.4 Subject to Paragraph 2 of Part C and Paragraph 4.5, the Authority reserves the right to determine the percentage of the Performance Measure PAR that will be lost in relation to any given Level 1 KPI Group where a score is achieved by the Supplier in each Contract Year that is (a) <0 and \geq minus 1, (b) $<\text{minus } 1$ and \geq minus 2, (c) $<\text{minus } 2$ and \geq minus 3 (as the case may be). Each of the aforementioned scoring ranges shall be deemed to be a "**PM Score Range**".
- 4.5 The Authority shall notify the Supplier of the percentage of the Performance Measure PAR that will be lost in relation to each PM Score Range in accordance with Paragraph 5.2 PROVIDED THAT the maximum percentage of the Performance Measure PAR that will be lost in relation to one individual PM Score Range shall not exceed 40%.
- 4.6 Further provisions relating to KPIs, including concerning the Pilot Period and Level 2 KPIs, are set out in Part C.

5 PERFORMANCE MATRIX AND CALCULATION OF TOTAL PERFORMANCE PAYMENT

- 5.1 On the Effective Date (in relation to Contract Year 1) and thereafter on 31 January (in relation to any other Contract Year), the Supplier will populate the Performance Matrix with the Performance Measures and Thresholds for the relevant Contract Year. The Performance Measures and Thresholds shall be as described in Paragraphs 1.2, 2 and 4. The Supplier shall supply the draft Performance Matrix (once populated) (the “**Draft Matrix**”) to the Authority by no later than 31 March 2020 (in relation to Contract Year 1) or 31 January (in relation to any other Contract Year).
- 5.2 The Authority shall notify the Supplier within one (1) week (in relation to Contract Year 1) and thereafter within one (1) month (for subsequent Contract Years) of receipt of the Draft Matrix of:
- (a) its allocation of the PAR across the Performance Measures in the Draft Matrix;
 - (b) in relation to each Key Delivery Milestone in the Draft Matrix (where applicable), the percentage of the Performance Measure PAR that will be lost for each KDM Score; and
 - (c) in relation to each Level 1 KPI Group in the Draft Matrix, the percentage of the Performance Measure PAR that will be lost for each PM Score Range.
- 5.3 Save where the Authority and Supplier agree otherwise, upon receipt of the Authority’s notice in accordance with Paragraph 5.2, the Supplier shall incorporate the details received in that notice into the Draft Matrix.
- 5.4 By no later than the end of June in each Contract Year (save for Contract Year 1), the Supplier will inform the Authority of the PAR for the previous Contract Year, at which stage the Performance Measure PAR will be calculated and added to the Performance Matrix.
- 5.5 By no later than the end of June in each Contract Year (save for Contract Year 1) (the “**PM Calculation Date**”), the Parties agree that the following calculations shall be made in relation to the Supplier’s performance against the Performance Measures during the previous Contract Year:
- (a) the Performance Measure Scores will be determined;
 - (b) the Performance Measure Amounts will be determined; and
 - (c) the Total Performance Measure Amount will be determined, by adding up the Performance Measure Amounts.

The numbers described in (a), (b) and (c) above will be used to complete the Draft Matrix which shall be deemed to be the Performance Matrix for the relevant Contract Year.

- 5.6 By 30 June 2030, the Parties agree that the following calculations shall be made in relation to the Supplier’s performance against the Performance Measures for Contract Year 10:
- (a) the Performance Measure Scores will be determined;

- (b) the Performance Measure Amounts will be determined; and
- (c) the Total Performance Measure Amount will be determined, by adding up the Performance Measure Amounts.

5.7 Paragraph 6.3 of Part A to Schedule 7.1 (Charges and Invoicing) sets out how the Total Performance Measure Amount will be deducted from the Annual Charge.

5.8 The Authority shall use the performance monitoring reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Performance Measure Amounts and Total Performance Measure Amounts (if any) applicable to each Contract Year.

5.9 If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority in relation to the Total Performance Measure Amount shall be assessed in accordance with the Change Control Procedure.

6 CALCULATION OF THE TEST ISSUE AMOUNT AND THE DEFERRED TEST ISSUE AMOUNT

6.1 The Parties agree and acknowledge that where, in each relevant Contract Year, a Key Delivery Milestone is deemed to no longer be applicable and is to be replaced by a Test Issue KDM pursuant to Paragraph 3.1:

- (i) such Key Delivery Milestone (the “**Redundant KDM**”) shall be replaced by the Test Issue KDM and the PAR allocated to the Redundant KDM shall be reallocated to the Test Issue KDM;
- (ii) in relation to the Test Issue KDM, the percentage of the Performance Measure PAR that will be lost for each Test Issue Score shall be the same as the percentage for each KDM Score notified to the Supplier by the Authority for the Redundant KDM.

6.2 By no later than the PM Calculation Date, the Parties agree that the following calculations shall be made where delivery of a Test Issue KDM takes place either in the previous Contract Year or before the PM Calculation Date:

- (a) the Test Issue Score will be determined; and
- (b) the Test Issue Amount will be determined.

6.3 Where the Parties are unable to calculate the Test Issue Score for a Test Issue KDM because delivery of the Test Issue KDM has not taken place during the previous Contract Year or before the PM Calculation Date then within 30 days of delivery of the relevant Test Issue KDM in the Post PMC Period:

- (a) the Test Issue Score will be determined; and
- (b) the Deferred Test Issue Amount will be determined.

6.4 Paragraphs 7.3 and 7.4 of Part A to Schedule 7.1 (Charges and Invoicing) set out how the Test Issue Amount and the Deferred Test Issue Amount respectively will be deducted from the Annual Charge.

- 6.5 The Authority shall use the performance monitoring reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Test Issue Amount and the Deferred Test Issue Amount (if any) applicable to each Contract Year.
- 6.6 If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority in relation to the Test Issue Amount or Deferred Test Issue Amount shall be assessed in accordance with the Change Control Procedure.

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

1.1 With effect from the Effective Date, the Supplier Manager shall provide:

- (a) a report to the Authority Manager which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.2 (the "**Performance Monitoring Report**") within 10 Working Days of the end of each Service Period;
- (b) a Quarterly report to the Authority Manager for onward supply to the Assurance Group which summarises the performance by the Supplier against each of the KPIs, progress against the Key Delivery Milestones, progress against any Rectification Date and delivery against the Plans (as described in Paragraph 2.7 (f) of Schedule 8.1 (Governance)) where applicable and such other details as the Authority may reasonably require from time to time (the "**Quarterly Performance Monitoring Report**") within 10 Working Days of the end of each Quarter;
- (c) an annual report to the Authority Manager which summarises the Supplier's performance over the previous Contract Year in relation to each of the KPIs, the Key Delivery Milestones, the Test Issue KDMs and such other details as the Authority may reasonably require from time to time within 20 Working Days of the end of each Contract Year (the "**Annual Report**").

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be shared in a secure manner and the Supplier shall ensure that it has been validated, is accurate, fully auditable and in such format as agreed with the Authority from time to time and contain, as a minimum, the following information.

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator save for those which are only measured on an annual basis, the actual performance achieved over the Service Period, and that achieved over the previous 3 Service Periods;
- (b) a summary of all KPI Events that occurred during the Service Period;
- (c) the severity level of each KPI Event which occurred during the Service Period including the percentage level or number of each KPI for the Service Period falling within the following categories of Red, Amber, Green defined as follows:
 - (i) Red - serious concerns as a result of major impact on customers, necessitating urgent remedial action or escalation;
 - (ii) Amber - potential concerns and need to focus on monitoring for the next reporting period, but no urgent remedial action or escalation required;
 - (iii) Green - KPI Target achieved.
- (d) which KPI Events remain outstanding and progress in resolving them;

- (e) for any repeat KPI Events, actions taken to resolve the underlying cause and prevent recurrence;
- (f) the Supplier's performance against the Detailed Delivery Plan for the relevant Contract Year;
- (g) the Supplier's performance in resolving any Test Issue in the relevant Contract Year;
- (h) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan; and
- (i) such other details as the Authority may reasonably require from time to time;

Information in respect of the next Quarter

- (j) any known scheduled Downtime for Planned Maintenance for the next Quarter.
- 1.3 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Agreement Managers.
- 1.4 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Event or failure to meet any Threshold in relation to a Key Delivery Milestone.

2 PERFORMANCE RECORDS

- 2.1 The Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after the anniversary of each Contract Year and the calculations of the Performance Measure Amounts, the Test Issue Amounts, the Deferred Test Issue Amounts and Performance Measure Scores for any specified period.

- 2.2 The Supplier shall ensure that the Performance Monitoring Report, the Quarterly Performance Monitoring Report and the Annual Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line (e.g. in an online repository) and are capable of being printed.

3 PERFORMANCE VERIFICATION

- 3.1 The Supplier shall promptly on request of the Authority provide to the Authority access to the underlying data contained within the Performance Monitoring Report.
- 3.2 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of the exercise of their rights and compliance with their obligations under this Paragraph 3, unless the verification identifies material errors in information previously provided by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the verification.

PART C: KPIs - GENERAL PROVISIONS

1 KPI Monitoring

- 1.1 The Parties acknowledge that those KPIs that are of most importance to the Authority are those within the Level 1 KPI Groups; such KPIs will, in accordance with Parts A and B, be monitored and incentivised as Performance Measures. In addition to these KPIs, the Parties have also agreed a number of Level 2 KPIs, which will also be monitored, and used to measure the Supplier's performance; however, any failure by the Supplier to reach the Target (as defined below) in relation to such Level 2 KPIs will not have financial consequences. This Part C applies to both Level 2 KPIs and those KPIs within the Level 1 KPI Groups.
- 1.2 To be clear, the Parties acknowledge that, subject to Paragraph 2, the Supplier agrees to deliver the targets set out in the tables in Annex 2 ("**Target**"), and is not under any obligation to, nor is there any expectation that the Supplier will (or will attempt to), exceed the Targets.
- 1.3 The Parties agree that certain KPIs cannot apply until the delivery of Key Delivery Milestones, which the Supplier is not obliged to deliver until a date set out in the Detailed Delivery Plan for a particular Contract Year, as described in Schedule 6.1 (Delivery Plans). In relation to such KPIs, the Supplier's performance shall only be measured and such KPIs shall be deemed to be "operational" under this Schedule from the delivery of the Key Delivery Milestone subject always to the provisions of Paragraph 2 in relation to the Pilot Period. Such KPIs are marked with an asterisk for the purposes of identification in Annex 2.

2 Pilot Period

- 2.1 It is agreed by the Parties that the Targets and the percentages above (where applicable) and below the Targets as set out in the tables in Annex 2 ("**Above/Below Target Percentages**") have been estimated as being set at the appropriate level. However, to enable the Parties to assess whether the Targets and Above/Below Target Percentages have been set at the appropriate level, the parties will together operate a pilot ("**Pilot**") for the first two Contract Years (the "**Pilot Period**").
- 2.2 During the Pilot Period:
- a) subject to Paragraph 2.2(c), the Parties will comply with all obligations relating to the Targets and Above/Below Target Percentages, including in relation to monitoring and reporting;
 - b) the Parties will discuss the progress of the Pilot on a regular basis; and
 - c) irrespective of whether the Supplier meets or is above or below the Threshold or the Target, or of any of the Above/Below Target Percentages, there will be no financial consequences of such levels of performance; nor will the Supplier be deemed to be in breach of contract or liable in any other way if it fails to achieve the Target.
- 2.3 The Parties agree that, on the expiry of the Pilot Period, the Targets and the Above/Below Target Percentages will be amended by written agreement between the Parties, provided that such changes shall not be subject to the provisions of Schedule 8.2 (Change Control Procedure) or if the Parties are unable to reach

agreement such Dispute shall be referred to the Dispute Resolution Procedure set out in Schedule 8.3 (Dispute Resolution Procedure) and the Targets and Above/Below Target Percentages as set out in the tables in Annex 2 shall apply from expiry of the Pilot Period until such Dispute is resolved.

3 Calculating KPIs

- 3.1 Except where otherwise stated, or as further detailed for each KPI in this Schedule (in particular, but not limited to calculating the applicable Monthly Uptime Percentage), the Supplier shall calculate its performance using the applicable measure set out for each KPI within the applicable time period (“**Time Period**”), to derive a percentage figure or number, as applicable, that can be evaluated and reported on against the Target for each KPI.

4 Monthly Calculations

- 4.1 For the calculation of the monthly targets and monthly percentages, the Measure for each KPI shall be assessed in respect of a given calendar month reported on by the Supplier Manager.

- 4.2 **Monthly Uptime Percentage** in respect of any calendar month shall be calculated as follows:

a) the total number of minutes in the calendar month concerned minus the number of minutes of all Downtime Periods occurring wholly during the calendar month concerned; divided by

b) the total number of minutes in the calendar month concerned,

multiplied by 100.

For the avoidance of doubt, for the purposes of calculating the Monthly Uptime Percentage, a single Downtime Period may not commence in one calendar month and end in a different calendar month.

- 4.3 In respect of the Monthly Uptime Percentage calculations, the following meanings shall apply:

a) **Downtime Period** means in respect of the applicable OS URL for the respective API or OS Website, a period of 10 or more consecutive minutes of Downtime (not including any Downtime caused as a result of any Excluded Downtime).

b) **Downtime** means a response time in excess of 3 seconds as measured using an applicable OS URL for the respective API or OS Website.

c) **Excluded Downtime** means any Downtime attributable to any of the following:

a. “Planned Maintenance” as described in Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description);

b. “Emergency Maintenance” as described in Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description); and / or

c. faults attributable to a third party, including hosting suppliers.

5. Construction Output for Great Britain

5.1 On the third anniversary of the Effective Date and on each anniversary thereafter during the Term (the “**Calculation Date**”) the following calculations shall be undertaken:

(a) if the percentage of “all new work” on an annual basis as documented in the table outlining “construction output: volume seasonally adjusted percentage change period on period” in the “output in the construction industry” dataset published and updated from time to time by the Office of National Statistics ended on 31 December immediately preceding the relevant anniversary of the Effective Date has increased by more than 10% (the “**Material Increase**”), the provisions of Paragraph 5.2 shall apply;

(b)

(i) the annual index figure for “all new work” as documented in the table outlining “construction output in Great Britain: volume seasonally adjusted index numbers - by sector” (the “**Table**”) in the “output in the construction industry” dataset published and updated from time to time by the Office of National Statistics for the calendar year ended on 31 December immediately preceding the relevant anniversary of the Effective Date shall be deemed to be the “**Index for the Current Period**”;

(ii) the annual index figure for “all new work” as documented in the Table for the calendar year ended on 31 December 2016 shall be deemed to be the “**Index for the Base Period**”;

(iii) the Index for the Base Period shall be deducted from the Index for the Current Period to give the “**Index Change**”;

(iv) the Index Change shall be divided by the Index for the Base Period and then multiplied by 100 to give the “**Percentage Increase**”;

(v) if the Percentage Increase is greater than 40%, the consequences to the Agreement of such a percentage increase, including relating to the measurement and financial consequences of the Supplier’s performance against the NGD Group (as defined below) shall be assessed in accordance with the Change Control Procedure.

5.2 Irrespective of whether the Supplier meets or is above or below the Threshold (“**Supplier Performance**”) for the Level 1 KPI Group that relates to the Group 1 KPIs (the “**NGD Group**”) during the Contract Year immediately preceding the Calculation Date (the “**Measurement Period**”):

(a) the Authority shall not be entitled to recover any PAR allocated to the NGD Group in accordance with Paragraph 5.2 of Part A for the Measurement Period;

(b) the Supplier Performance during the Measurement Period shall not qualify as a Supplier Termination Event, Notifiable Default or Intervention Trigger Event or a Force Majeure Event; and

- (c) if, on the subsequent Calculation Date, there is also a Material Increase, the consequences to the Agreement of such a Material Increase, including relating to the measurement and financial consequences of the Supplier's performance against the NGD Group shall be assessed in accordance with the Change Control Procedure.

- 5.3 Where the Change Control Procedure is triggered pursuant to Paragraph 5.1 (b) (v) or 5.2 (c), the Supplier shall present to the Authority a minimum of two options in accordance with the Change Control Procedure which shall include but not be limited to (i) maintaining the Targets for the NGD Group and any consequential increase in the Charges or (ii) changing the Targets for the NGD Group to include no reduction in the Charges PROVIDED ALWAYS the Authority shall not be entitled to reject a Contract Change pursuant to Paragraph 5.1(b) (v) or 5.2(c).

ANNEX 1: TEMPLATE PERFORMANCE MATRIX

Performance Measure (comprising Key Delivery Milestones and/or Level 1 KPI Groups)	Threshold (see Paragraph 2.2 of Part A for Key Delivery Milestones, and Paragraph 4.3 of Part A for Level 1 KPI Groups)	Performance Measure PAR (to be completed in June following the relevant Contract Year)	Performance Measure Score (to be completed in June following the relevant Contract Year)	Performance Measure Amount (to be completed in June following the relevant Contract Year)
Total Performance Payment				

ANNEX 2: KEY PERFORMANCE INDICATORS

PART I: KEY PERFORMANCE INDICATORS TABLES

The Key Performance Indicators that shall apply to the Services are set out below:

1 Key Performance Indicators

- 1.1 Unless specified otherwise in Schedule 2.1 (Services Description) the KPIs set out in this Paragraph 1.1 shall apply to all Existing NGD Data.

Existing NGD Data KPIs

KPI	Description	Measure	Target	Point Score
Completeness - significant / important features KPI	All Category A Features captured in the NGD.	The Category A features that the Supplier has captured through its capture processes, as a percentage of the total number of Category A features present in the real world (measured by audit of sample areas), reported annually as at 31 March.	99%	3 points: 99.50% or above 2 points: 99.26 - 99.49% 1 point: 99.01 - 99.25% 0 points: 98.85 - 99.00% -1 point: 98.68 - 98.84% -2 points: 98.51 - 98.67% -3 points: 98.50% or below
Currency- significant / important change KPI	Category A change captured into the NGD within 6 months of completion.	The Category A Changes that the Supplier has captured within 6 months of completion as a percentage of total Category A changes identified in the	90%	3 points: 95% or above 2 points: 92.51 - 94.99% 1 point: 90.01 -

		Supplier's change intelligence processes, reported annually as at 31 March.		92.50% 0 points: 88.51 - 90.00% -1 point: 87.02 - 88.50% -2 points: 85.51 - 87.01% -3 points: 85.5% or below
Currency - other change KPI	Other change (that is defined as Category B and C in the Supplier MasterMap revision policy) is captured into the NGD within 3 years of completion.	The area of Great Britain that has been checked and revised for changes within the last 3 years as a proportion of the total area of Great Britain, as at 31 March each year.	85%	3 points: 90% or above 2 points: 87.51 - 89.99% 1 point: 85.01 - 87.50% 0 points: 83.34 - 85.00% -1 point: 81.68 - 83.33% -2 points: 80.01 - 81.67% -3 points: 80% or below
Coverage KPI	The overall coverage of the capture processes used to update the NGD for the whole of Great	The area of Great Britain that has been checked and revised for changes within the last 5 years as a proportion of the total area of Great Britain, as at 31	99% within 5 years	3 points: 99.50% or above 2 points: 99.26 - 99.49% 1 point: 99.01 -

	Britain,	March each year.		99.25% 0 points: 98.85 - 99.00% -1 point: 98.68 - 98.84% -2 points: 98.51 - 98.67% -3 points: 98.50% or below
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1.2 The KPIs listed below shall apply in respect of Part 2 (Access to and Use of OS Data and Digital Services) of Schedule 2.1 (Services Description)

Download KPIs

Download KPIs			
KPI	Measure	Monthly Percentage Target	Point Score
Product Downloads - OpenData	Downloads ready within 5 days for all initial orders (calculated as a percentage of the total number of orders that were due within the month)	99%	3 points: 99.50% or above 2 points: 99.26 - 99.49% 1 point: 99.01 - 99.25%
Product Downloads - Premium Data	Downloads ready within 5 days for initial orders (calculated as above)	99%	0 points: 98.51 - 99.00%
Product Downloads - Updates	Downloads ready no later than 15 Working Days into the month following the month in which updates are due (calculated as	99%	-1 point: 98.02 - 98.50% -2 points: 97.51 -

	above).		98.01%
NGD Downloads - Public Sector*	Downloads ready within 1 day of ordering (calculated as above)	99%	-3 points: 97.50% or below

API KPIs

API KPIs			
KPI	Measure	Monthly Uptime Percentage Target	Point Score
OS Maps APIs*	Service availability of the API	99.9%	3 points: 99.99% or above
OS Vector Tile API*	Service availability of the API	99.9%	2 points: 99.95 - 99.98%
OS Features API*	Service availability of the API	99.9%	1 point: 99.91 - 99.94%
OS Places API*	Service availability of the API	99.9%	0 points: 99.78 - 99.90%
OS Identifiers API*	Service availability of the API	99.9%	-1 point: 99.65 - 99.77%
OS Names API*	Service availability of the API	99.9%	-2 points: 99.51 - 99.64%
Inspire Address View Service*	Service availability of the API	99.9%	-3 points: 99.50% or below
NGD APIs - Premium Data for Public Sector*	Service availability of the API	99.9%	

Data update frequency for APIs made available to Members and Solution Providers			
OS API	Format	Interface	Target for Data updated (within number of days from publication date of Supplier's source Product)
OS Maps API*	PNG	OGC WMTS, RESTful ZXY	20 Working Days
OS Vector Tile API*	Vector Tile	RESTful ZXY	20 Working Days
OS Features API*	GML, GeoJSON	OGC WFS	10 Working Days
OS Places API ¹ *	JSON	RESTful	10 Working Days
OS Open Identifiers API*	GeoJSON	RESTful	10 Working Days
OS Names API *	JSON	RESTful	10 Working Days
<p><u>Footnotes used in this table:</u></p> <p>¹OS Places API includes the Find, Postcode, UPRN, Nearest, BBox, Polygon and Radius endpoint only. Match endpoint is excluded from the OS Places API under this Agreement but can still be made available commercially to Members by the Supplier.</p>			

Non Download and API KPIs (and for the avoidance of doubt, these KPIs are Level 2 KPIs)		
KPI	Measure	Monthly Uptime Percentage Target
OS Data Hub*	Service availability of the portal for data ordering	99.9%
Errors and Omissions tool*	Service availability of the Errors and Omissions tool to capture and manage user	99.9%

	data error reporting	
OS Website	Service availability of the public OS Website	99.9%
Election Maps	Service availability of the Election Maps website	99.9%

- 1.3 The KPIs that shall apply to boundary features in the NGD as set out in Schedule 2.1 (Services Description) shall be as follows:

KPI	Measure	Monthly Percentage Target
Boundary feature updates in the National Geographic Database	Boundary features updated in the NGD within 12 months of receipt of an applicable legal order, or within 6 weeks of notification to the Supplier of all relevant details of the legal order by the relevant authority.	100%

- 1.4 The KPIs that shall apply to mapping for emergencies as more particularly described in Schedule 2.1 (Services Description) shall be as follows:

KPI	Measure	Monthly Percentage Target
Mapping for emergency request response times	Requests received by telephone responded to within 3 hours of such telephone request.	100%

- 1.5 The KPIs that shall apply for customer support as more particularly described in Schedule 2.1 (Services Description) shall be as follows:

KPIs	Measure	Monthly Percentage Target
Enquiries and error reports (related to OS Data)	All enquiries and error reports logged and customer notified of plan of action to resolve within 5 days of reporting to the Supplier.	98%

- 1.6 The KPIs for customer satisfaction shall be as follows:

KPIs	Measure	Target
Annual Customer Satisfaction Survey for Members	Percentage of respondents responding as satisfied or above.	80%
Annual Customer Satisfaction Survey for Solution Providers	Percentage of respondents responding as satisfied or above (percentage to be determined).	To be agreed between the parties, taking into account first year results.
Annual Perception Survey	Net Promoter Score for selected Tier 1 Members only	50%

- 1.6.1 The customer satisfaction surveys referred to in this Paragraph 1.6 shall be undertaken by the Supplier to assess the level of satisfaction of the whole or elements of the applicable service provided by the Supplier to respondents on an annual basis.
- 1.6.2 The threshold for the Solution Providers survey shall be agreed by the Agreement Managers in writing taking into account results from the first year of this Agreement. Note that such agreement shall not be subject to Schedule 8.2 (Change Control Procedure).
- 1.6.3 The content and format of the questionnaires for the Customer and Solution Providers satisfaction surveys and the annual perception surveys shall be agreed by the Agreement Managers in accordance with Schedule 8.1 (Governance).

SCHEDULE 2.3

STANDARDS

Standards

1 DEFINITIONS

In this Schedule, the following definition shall apply:

“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ .
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2 GENERAL

- 2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

The Supplier shall (when designing, implementing and delivering any part of the Services that comprises Software to be made available to the Authority or any Customer) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

4 OPEN DATA STANDARDS & STANDARDS HUB

- 4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, OS OpenData Datasets and document formats in those parts of the Deliverables to be made available or accessible to the Authority or any Customer.
- 4.2 Not used.
- 4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government’s Open Standards Principles, unless the Authority otherwise agrees in writing.

5 ACCESSIBLE DIGITAL STANDARDS

The Supplier shall where making Deliverables available or accessible to the Authority or any Customer comply with (or with equivalents to):

- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
- (b) ISO/IEC 13066-1: 2011 Information Technology - Interoperability with assistive technology (AT) - Part 1: Requirements and recommendations for interoperability.

6 ENVIRONMENTAL STANDARDS

- 6.1 The Supplier shall obtain ISO 14001 (or equivalent) certification by the fourth anniversary of the Effective Date for its environmental management. The Supplier shall follow a sound environmental management policy, ensuring that the Services, Deliverables and any goods are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard. Once the Supplier has obtained ISO 14001 (or equivalent) certification it shall comply with and maintain such certification (or equivalent) and compliance throughout the Term.
- 6.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).
- 6.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.
- 6.4 The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.
- 6.5 The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

SCHEDULE 2.4

SECURITY MANAGEMENT

1. Definitions

In this Schedule, the following definitions shall apply:

Breach of Security	<p>the occurrence of:</p> <p>(a) unauthorised access to or use of the Services, the Deliverables, the OS Data Hub, and/or any information or data (including OS Data, the Authority Data and/or Personal Data) used by the Authority, the Supplier, Customers or any Sub-contractor in connection with this Agreement; and/or</p> <p>(b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information the Authority Data and/or Personal Data), including copies of such information or data, used by the Authority, the Supplier or any Sub-contractor in connection with this Agreement;</p> <p>in each case as more particularly set out in the security requirements in Schedule 2.1 (<i>Services Description</i>) and the Baseline Security Requirements;</p>
Personal Data	has the meaning given in the Data Protection Legislation;
Personal Data Breach	has the meaning given in the Data Protection Legislation; and
Process	any operation which is performed on Authority Data and/or Personal Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Authority Data and/or Personal Data.

2. Introduction

2.1 This Schedule sets out:

- 2.1.1 the principles which the Supplier shall comply with when performing its obligations under this Agreement in order to ensure the confidentiality, integrity and/or availability of OS Data, Authority Data and/or Personal Data;
- 2.1.2 the obligations on the Supplier to prevent the introduction of Malicious Software into the OS Data Hub and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the OS Data Hub in Paragraph 4; and
- 2.1.3 each Party's obligations in the event of an actual or attempted Breach of Security in Paragraph 5.

3. Principles of Security

- 3.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and/or availability of OS Data, Authority Data, and/or Personal Data.
- 3.2 The Supplier shall be and shall remain responsible for OS Data, Authority Data, and/or Personal Data whilst it is under the control of the Supplier or any of its Sub-contractors.

4. Malicious Software

- 4.1 The Supplier shall install and maintain anti-Malicious Software or procure that latest versions of anti-virus definitions and anti-Malicious Software is installed and maintained on any part of the OS Data Hub, which may Process OS Data, Authority Data and/or Personal Data and ensure that such anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the OS Data Hub to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the OS Data Hub, to identify, contain the spread of, and minimise the impact of Malicious Software.
- 4.2 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data and/or Personal Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 4.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 4.2 shall be borne by the Parties as follows:
 - 4.3.1 by the Supplier where the Malicious Software originates from the Supplier Software or the Third Party Software supplied by the Supplier or has been otherwise supplied by the Supplier in such a manner that does not comply with its obligations under this Agreement unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
 - 4.3.2 otherwise by the Authority.

5. Breach of Security

- 5.1 If either Party becomes aware of either: (a) a Breach of Security; or (b) an attempted Breach of Security that has or is likely to have a material adverse effect on the Authority or, in the case of Personal Data, the Data Subject (as described as such by applicable Data Protection Legislation) it shall notify the other Party in writing:

- 5.1.1 as soon as reasonably practicable in respect of a Breach of Security in respect of OS Data that does not contain Authority Data and/or Personal Data, but which has an impact or potential impact on the Authority; and
 - 5.1.2 immediately in respect of a Breach of Security in respect of OS Data that contains Authority Data and/or Personal Data.
- 5.2 Upon becoming aware of a Breach of Security or an attempted Breach of Security, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority which shall be completed within such timescales as the Authority may reasonably require) necessary to:
 - (a) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (b) remedy such Breach of Security;
 - (c) mitigate against such Breach of Security in accordance with Good Industry Practice and all relevant Government security standards and, provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to deliver the Services so as to meet any Key Performance Indicator, the Supplier shall be granted relief against the failure to meet such affected Key Performance Indicator for such period as the Authority, acting reasonably, may specify by written notice to the Supplier; and
 - (d) take all reasonably practicable steps to reduce the possibility of a further Breach of Security or attempted Breach of Security in the future exploiting the same root cause failure;
 - 5.2.2 as soon as reasonably practicable following the Breach of Security or attempted Breach of Security, provide to the Authority all relevant details of the Breach of Security or attempted Breach of Security.
- 5.3 In the event that a Breach of Security or attempted Breach of Security occurred as a result of non-compliance with the Baseline Security Requirements and/or the terms of this Agreement, then action to be taken by the Supplier under this Schedule 2.4 shall be completed by the Supplier at no cost to the Authority.
- 5.4 If the Supplier fails to comply with its obligations set out in this Paragraph 5, such failure shall constitute a material Default, which if not remedied to the satisfaction of the Authority, shall permit the Authority to terminate this Agreement with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 33.1(b).
- 6. Data Processing, Storage, Management and Destruction**
 - 6.1 In addition to the obligations on the Supplier set out Clause 23 (Protection of Personal Data) in respect of Processing Personal Data and compliance with the Data Protection Legislation, the Supplier shall:
 - 6.1.1 not Process Personal Data outside of the European Union save in accordance with the provisions of Clause 23.17;

- 6.1.2 have documented processes to guarantee availability of Personal Data in the event of the Supplier ceasing to trade;
- 6.1.3 securely erase any specified sensitive Personal Data held by the Supplier when requested to do so by the Authority; and
- 6.1.4 securely destroy all media that has held Personal Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, as directed by the Authority.

Annex 1: Baseline Security Requirements

1. Security Classification of Information

If the provision of the Services requires the Supplier to Process Authority Data which are classified as:

- 1.1 OFFICIAL-SENSITIVE: the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards; and/or
- 1.2 SECRET or TOP SECRET: the Supplier shall only do so where the Authority has notified the Supplier prior to receipt of such Authority Data and the Supplier shall implement additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

2. End User Devices

- 2.1 The Supplier shall ensure that any Personal Data or Authority Data under its control which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process.

3. Networking

The Supplier shall ensure that any Personal Data or Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.

4. Personnel Security

- 4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; and, where specifically requested, verification of the individual's criminal record.
- 4.2 The Authority and the Supplier shall review the roles and responsibilities of the Key Personnel and other specified Supplier personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which is classified as OFFICIAL-SENSITIVE.

The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the provision of technical support or MFE support forming part of the Services where such support requires such Supplier Personnel to access public sector organisations that have a physical or digital security clearance of BPSS or higher.

- 4.3 The Supplier shall ensure that Supplier Personnel are only granted such access to OS Data that is not publicly available, Authority Data and Personal Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.
- 4.4 The Supplier shall ensure that Supplier Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the OS Data that is not publicly available, Authority Data and Personal Data revoked as soon as reasonably practicable.

5. Audit and Protective Monitoring

- 5.1 The Supplier shall collect audit records which relate to events that would support the analysis of potential and actual Breaches of Security.
- 5.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements that the Authority may from time to time require in relation to the provision of the Services.

6. Secure Architecture

- 6.1 The Supplier shall design the OS Data Hub in accordance with the following guidance:
- 6.1.1 the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- 6.1.2 the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
- 6.1.3 the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
- (a) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - (b) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
 - (c) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
 - (d) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
 - (e) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
 - (f) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the

Authority System that those personnel be subject to appropriate security screening and regular security training;

- (g) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (h) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;
- (i) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Service;
- (j) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (k) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (l) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (m) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Authority Data held by the Supplier and/or its Sub-contractors;
- (n) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the OS Data Hub.

SCHEDULE 2.5
INSURANCE REQUIREMENTS

Insurance Requirements

1 OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the minimum insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the **Insurances** is effective no later than the date on which the relevant risk commences.
- 1.2 The **Insurances** shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The **Insurances** shall be taken out and maintained with insurers who are:
 - (a) of good financial standing;
 - (b) appropriately regulated;
 - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
 - (d) except in the case of any **Insurances** provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Agreement and for which the Supplier is legally liable.

2 GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- (b) promptly notify the insurers in writing of any relevant material fact under any **Insurances** of which the Supplier is or becomes aware; and
- (c) hold all policies in respect of the **Insurances** and cause any insurance broker effecting the **Insurances** to hold any insurance slips and other evidence of placing cover representing any of the **Insurances** to which it is a party.

3 FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the **Insurances**.

- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 EVIDENCE OF INSURANCES

The Supplier shall upon the Effective Date and within 20 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5 CANCELLATION

- 5.1 Subject to Paragraph 5.2, as part of annual review and reporting conducted in accordance with Schedule 8.1 (Governance) the Supplier shall provide the Authority with the forthcoming expiry and renewal dates of the minimum insurances as set out in Annex 1. The Supplier shall also notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances, where such cancellation, suspension, termination or non-renewal has not already been reported to the Authority.
- 5.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 5.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.
- 5.3 Where the Supplier intends to no longer carry insurance for certain risks covered by the Insurances it shall notify the Authority at least two months in advance of such cancellation of any of the Insurances and provide a supporting explanation (including, where available, evidence of the Supplier's board and shareholder decisions in respect of such intention). Where the Authority accepts the Supplier's explanation (which may include where the Supplier is opting to self-insure such risk) then Annex 1 shall be updated in accordance with Schedule 8.2 (Change Control Procedure) as a Category 1 Change. Where the Authority does not accept the Supplier's explanation the Supplier shall continue to procure the Insurances required by this Schedule.

6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that any matter arises from, or in relation to, the Services and /or this Agreement, for which the Supplier wishes to claim under any of the Insurances, the Supplier shall notify and consult with the Authority in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall provide details to the Authority as part of annual review and reporting conducted in accordance with Schedule 8.1 (Governance), or upon reasonable request by the Authority at any other time.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise

ANNEX 1: REQUIRED INSURANCES**PART A: INSURANCE CLAIM NOTIFICATION**

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

PART B: INSURANCES

Insurance type	Minimum Sum Insured
Public Liability	£10,000,000 in relation to any one occurrence
Employers' Liability	£25,000,000
Professional Indemnity Insurance	£5,000,000 in relation to any one claim
Products Liability	£10,000,000
Property Damage Insurance	Insuring value of OS premises
Cyber Liability Insurance	£10,000,000
Environmental Liability Insurance or Contractors Pollution Liability Insurance	£5,000,000
Aviation Insurances	Operators Insurance Certificate includes aviation insurance as set out in EC785/2004 (insurance requirements for Air Carriers and Air Operators)

SCHEDULE 3
AUTHORITY RESPONSIBILITIES

Authority Responsibilities

1 INTRODUCTION

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority in Schedule 2.1 (*Services Description*) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be "Authority Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities specified within this Schedule (including for the avoidance of doubt the general obligations referred to in Paragraph 2 below) shall be provided to the Supplier free of charge.

2 GENERAL OBLIGATIONS

The Authority shall:

- (a) perform those obligations of the Authority which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedule 2.1 (*Services Description*));
- (b) provide the Supplier with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
- (c) provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the Delivery Plan; and
- (d) provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority.

3 SPECIFIC OBLIGATIONS

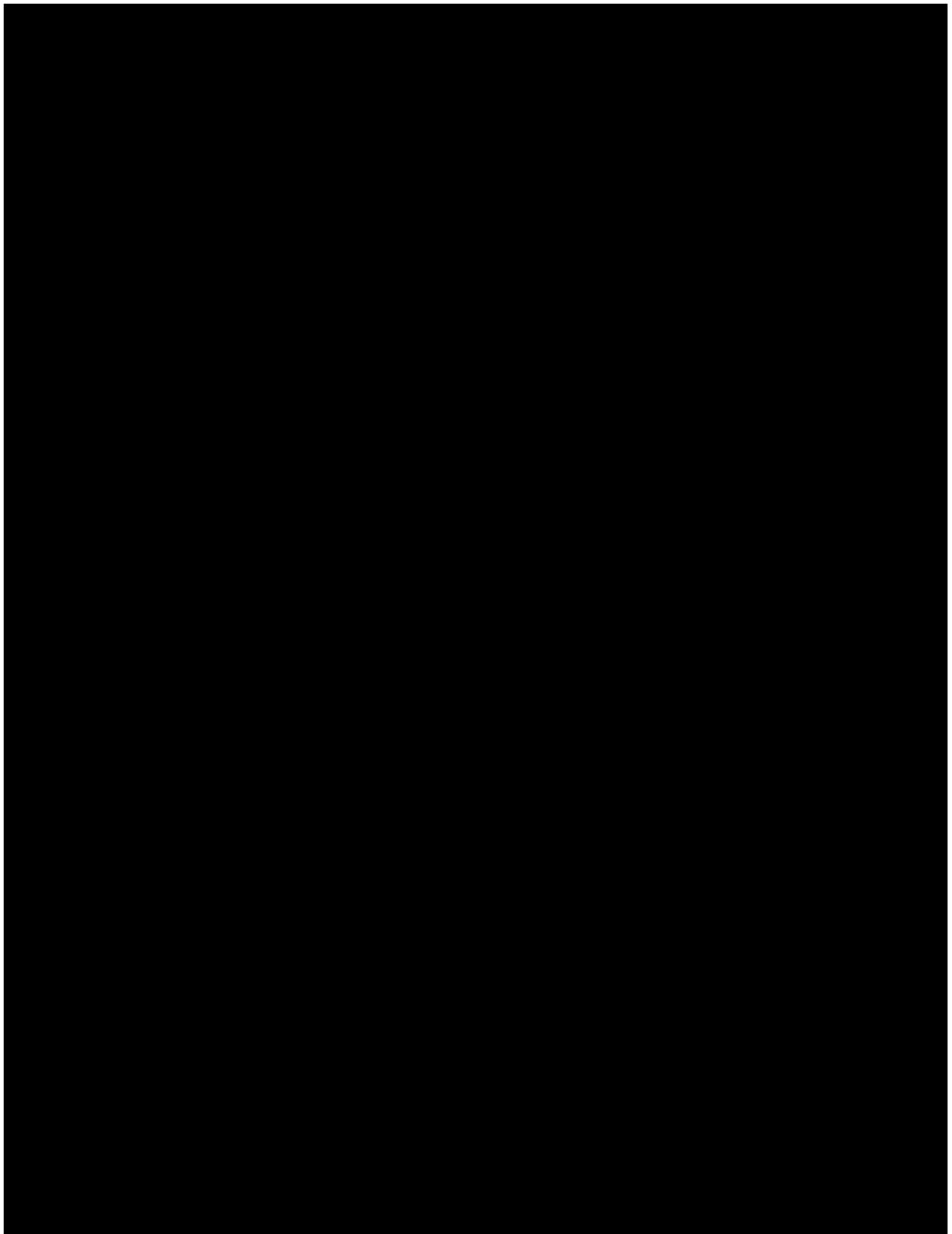
The Authority shall, in relation to this Agreement perform the Authority's responsibilities identified as such in this Agreement the details of which are set out below:

Document	Location (Paragraph)
Schedule 2.1 (Services Description)	<p>Paragraph 3.4 of Part 3 (National Geographical Database) - Both Parties will work together to jointly develop a business case for funding the necessary activities to further enhance the currency of the NGD Data from 3 year to 2 years from the start of Contract Year 2 onwards.</p> <p>Once both Parties agree that the business case is sufficiently thorough and robust, the Authority will submit the business</p>

Document	Location (Paragraph)
	case.
Schedule 2.1 (Services Description)	<p>Paragraph 2.2.3 of Part 4 (Research and Development) - The Parties will work together to jointly develop a business case for Test Beds and the funding of the inclusion of such Test Beds within this Agreement from the start of Contract Year 2 onwards.</p> <p>Once both Parties agree that the business case is sufficiently thorough and robust, the Authority will submit the business case.</p>
Schedule 2.1 (Services Description)	Paragraph 2.2.1 of Part 4 (Research and Development) - The Parties shall agree a long-term plan following the Effective Date setting out objectives and activities for the Supplier's research and development work.
Schedule 2.1 (Services Description)	Paragraph 2.3.2.3 of Part 4 (Research and Development) - the Authority will convene Assurance Group and ensure the Assurance Group and SMEs deliver assurance in order to validate R&D outputs.
Schedule 2.1 (Services Description)	Paragraph 3.2 of Part 4 (Research and Development) - The Parties shall review the output of any research and development delivered under the Agreement.
Schedule 2.1 (Services Description)	Paragraph 1.2 of Part 6 (International Commitments) - The Parties shall agree a long-term plan following the Effective Date setting out objectives and activities for the Supplier's international engagement work and international standards work under this Part 6.
Schedule 2.1 (Services Description)	Paragraph 1.10 of Part 5 (Mapping for Emergencies) - The Authority will agree to the specified duration of time that a Member is added to the Authorised List in response to an MFE Incident.

Document	Location (Paragraph)
Schedule 2.1 (Services Description)	Paragraph 6.1 of Part 10 (Technical Support) - The Authority will determine Tier 1 Members for conducting Level 4 Technical Engagement Activities.
Schedule 2.1 (Services Description)	Paragraphs 6.4 and 6.8 of Part 10 (Technical Support) - The Authority will notify the Supplier in relation response to the draft Interim Report and Report to be submitted by the Supplier.
Schedule 2.1 (Services Description)	<p>Paragraphs 7.1 and 7.2 of Part 10 (Technical Support) - Both Parties will work together to jointly develop a business case for funding the inclusion of additional Technical Engagement Activities at Level 4 within the Agreement with effect from Contract Year 2 onwards.</p> <p>Where both Parties agree that the business case is sufficiently thorough and robust, the Authority shall submit the business case.</p>

SCHEDULE 4
COMMERCIALLY SENSITIVE INFORMATION



SCHEDULE 5

NOT USED

SCHEDULE 6.1
DELIVERY PLANS

Delivery Plans

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

Detailed Delivery Plan means the plan prepared by the Supplier for each Contract Year, comprising Key Milestone Delivery Plans for all Key Delivery Milestones in relation to which activity is planned for the relevant Contract Year, as described in Paragraph 4.

Existing Baseline Description means the documents annexed as Annex 1 (*Existing Baseline Descriptions for New NGD Datasets*) to Schedule 2.1 (*Services Description*).

Key Delivery Milestone has the meaning given in Schedule 1 (*Definitions*);

Key Milestone Delivery Plan means a plan, in the form of the template set out in Annex 2 (*Key Milestone Delivery Plan*), for activity planned within a Contract Year in relation to each Key Delivery Milestone.

Proposed Detailed Delivery Plan has the meaning given in Paragraph 4.1.

2 INTRODUCTION

- 2.1 This Schedule defines the process for the preparation and delivery of the Detailed Delivery Plans.

3 OUTLINE DELIVERY PLAN

- 3.1 The Outline Delivery Plan is set out in Annex 1 (*Outline Delivery Plan*) to this Schedule 6.1 (*Delivery Plans*). This sets out the Contract Year during which the Supplier shall deliver each of the Key Delivery Milestones.
- 3.2 All changes to the Outline Delivery Plan shall be made in accordance with the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the required delivery dates using the Change Control Procedure or otherwise (except in accordance with Clauses 31 (*Authority Cause*) or as a consequence of applying the provisions of Clause 32 (*Force Majeure*)).

4 DETAILED DELIVERY PLAN

- 4.1 For each Contract Year, the Supplier shall submit to the Authority a draft of the relevant Detailed Delivery Plan (a **Proposed Detailed Delivery Plan**) for consultation and, where possible, agreement:
- (a) submitting the Proposed Detailed Delivery Plan in relation to the First Contract year, by the end of March 2020; and
 - (b) submitting the Proposed Detailed Delivery Plan in relation to subsequent Contract Years, by no later than 15 November in each Contract Year for the following Contract Year.
- 4.2 The Supplier shall ensure that each Proposed Detailed Delivery Plan:
- (a) incorporates all of the Key Delivery Milestones and Milestone Dates (which shall be no later than the dates set out in the Outline Delivery Plan) for the relevant Contract Year;

- (b) includes a reasonable distribution of Key Delivery Milestones throughout the Contract Year in question (save in relation to the second and third Contract Year of the OS Data Delivery Plan);
- (c) includes minimum windows of time for the Authority to arrange User Acceptance Testing which shall be no less than 25 Working Days for those Key Delivery Milestones set out in Part A (OS Data Delivery Plan) of Annex 1 and no less than 20 Working Days for those Key Delivery Milestones set out in Part B (Digital Services Delivery Plan) of Annex 1, and the base assumption is that User Acceptance Testing of each Key Delivery Milestone shall allow for one day per week per member of the Authority Testing Personnel with a minimum of three test cycles per Testing Window;
- (d) includes a completed Key Milestone Delivery Plan as set out in Annex 2 (Key Milestone Delivery Plan) for each relevant Key Delivery Milestone; and
- (e) clearly outlines all the steps required to implement the Detailed Delivery Plan.

In relation to (c) above, the Supplier will not propose that any User Acceptance Testing is required to be carried out in the period between Christmas Day and New Year's Day.

- 4.3 In respect of each Proposed Detailed Delivery Plan for the first Contract Year the Parties shall meet with each other as soon as reasonably practicable following the submission of the Proposed Detailed Delivery Plan to discuss and consider the contents of the Proposed Detailed Delivery Plan and shall seek to agree its contents within 20 Working Days of the date of the first meeting.
- 4.4 In respect of the Proposed Detailed Delivery Plan for each subsequent Contract Year where a Detailed Delivery Plan is required, the Parties shall meet with each other as soon as reasonably practicable following the submission of the Proposed Detailed Delivery Plan to discuss and consider the contents of the Proposed Detailed Delivery Plan and shall seek to agree the contents no later than 15 January.
- 4.5 As part of the discussions between the Parties on the contents of any Proposed Detailed Delivery Plan, the Supplier shall revise the Proposed Detailed Delivery Plan taking into account all reasonable representations from the Authority (including relating to the prioritisation of certain Key Delivery Milestones, and/or relating to a concern that the Proposed Detailed Delivery Plan is likely to cause the Authority difficulties in resourcing the Authority's obligations in relation to such Proposed Detailed Delivery Plan) subject to these not resulting in material increased costs to the Supplier, and provide a revised Proposed Detailed Delivery Plan. The Parties agree that, for the purposes of this Paragraph 4.5, a material increase in costs shall be any increase of more than £10,000.00.
- 4.6 Where the Authority and the Supplier both agree that the Proposed Detailed Delivery Plan or any Proposed Detailed Delivery Plan resubmitted by the Supplier in accordance with paragraph 4.5 is agreed such agreed Plan will represent the final Detailed Delivery Plan for the Contract Year to which it relates.
- 4.7 Where the Authority has made representations concerning proposed changes to the Proposed Detailed Delivery Plan, and the Supplier has not made such changes due to its belief that these will result in increased material costs to the Supplier, the Authority will be entitled to propose that such changes are made in accordance with Schedule 8.2 (Change Control Procedure).

- 4.8 Where there is disagreement as to the reasonableness of any representations of the Authority or as to whether the Authority's proposed changes will result in increased costs to the Supplier, and such disagreements have not been resolved by 15 February (or by 1 May 2020 in the first Contract Year), then the Authority may refer such disputed matter for resolution in accordance with the Dispute Resolution Procedure.
- 4.9 Where the Authority has neither proposed a Change Request further to Paragraph 4.7 nor referred a matter for resolution further to Paragraph 4.8 by 20 February (or by 6 May 2020 in the first Contract Year), then the latest version of the Proposed Detailed Delivery Plan submitted by the Supplier shall represent the final Detailed Delivery Plan.

5 UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

- 5.1 The Supplier's performance against the Detailed Delivery Plan shall be monitored on a monthly basis between the Agreement Managers, with quarterly monitoring updates to be provided to the Agreement Managers, and reports on the Supplier's performance against the Detailed Delivery Plan submitted on a quarterly basis to the Assurance Group (as defined in Schedule 8.1 (*Governance*)). In preparation for such Assurance Group meetings, a report on progress against the Detailed Delivery Plan shall be provided by the Supplier to the Authority no less than 5 Working Days in advance of the meeting.
- 5.2 Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Supplier in writing as not requiring approval by the Authority, any material amendments to a Detailed Delivery Plan shall be subject to the Change Control Procedure provided that:
- (a) any amendments to elements of a Detailed Delivery Plan which are based on the contents of the Outline Delivery Plan shall be deemed to be material amendments; and
 - (b) in no circumstances shall the Supplier be entitled to alter or request an alteration to the delivery date for any Key Delivery Milestone except in accordance with Clause 31 (*Authority Cause*) or as a consequence of applying the provisions of Clause 32 (*Force Majeure*).

6 DETAILED DELIVERY PROCESS

- 6.1 The Existing Baseline Descriptions contain the key criteria for the New NGD Data, including currency, coverage, attribution, data sources and data update methods.

User Engagement

- 6.2 Subject to Paragraph 6.5, for each Key Delivery Milestone under the Detailed Delivery Plan, the Supplier will undertake User Engagement Activity in accordance with Paragraph 6 of Schedule 8.1 (*Governance*) and Part 12 (*User Engagement*) of Schedule 2.1 (*Services Description*), for the purpose of:
- (a) ensuring that the Existing Baseline Description is 'user validated', and obtaining User Feedback on further refinements to the Existing Baseline Description to inform the development of the Finalised Milestone Specification; and
 - (b) assisting the Supplier in determining the User Acceptance Criteria.

The Supplier will provide regular updates to the Authority whilst carrying out the User Engagement, in particular where it becomes apparent that the User Engagement is unlikely to validate the Existing Baseline Description.

Within 20 Working Days following the completion of the User Engagement Activity, the Supplier will provide a report to the Authority (the **User Engagement Report**) as to whether User Engagement Activity has (i) validated the Existing Baseline Descriptions, or (ii) identified areas of potential change (i.e. for new criteria or changes to existing criteria for particular attributes or features) to the Existing Baseline Descriptions.

In conducting the User Engagement and considering User Feedback in accordance with this Paragraph 6.2, the Supplier shall seek to determine a Finalised Milestone Specification for each Key Delivery Milestone that will not increase the cost to the Authority of the Key Delivery Milestone in question.

Validation of Existing Baseline Descriptions

- 6.3 Where User Engagement Activity has validated the Existing Baseline Descriptions, the Supplier will, within 20 Working Days following provision of the User Engagement Report, provide the Finalised Milestone Specification to the Authority, together with the User Acceptance Criteria.

User Engagement identifies potential areas of change

- 6.4 Where User Engagement Activity has identified potential areas of change to the Existing Baseline Descriptions, the User Engagement Report will include options to reflect the User Engagement Activity, including for example reflecting the identified changes in the Finalised Milestone Specification, together with any cost implications. In these circumstances, the Authority may elect to submit a Change Request in accordance with Schedule 8.2 (*Change Control Procedure*), in which case it will do so within 15 Working Days of receipt of the User Engagement Report. Where no Change Request has been submitted pursuant to this Paragraph 6.4, the Supplier will, no later than 20 Working Days following provision of the User Engagement Report, provide the Finalised Milestone Specification to the Authority reflecting the original Existing Baseline Description, together with the User Engagement Criteria.

No User Engagement required

- 6.5 In respect of the Key Delivery Milestones set out within this Paragraph 6.5, the Finalised Milestone Specifications and User Acceptance Criteria shall be as follows:
- (a) for all the OS Data Hub Releases stated as being due for delivery in the Outline Delivery Plan in the first and second Contract Years, excluding OSKD26 (OS Data Hub Release 10 - Existing NGD Datasets), the Finalised Milestone Specifications will be the applicable descriptions as set out in Paragraphs 2 and 6 of Part 2 (*Access to and use of OS Data and Digital Services*), and Paragraph 3.1.2 of Part 11 (*Customer Support*) of Schedule 2.1 (*Services Description*); and
 - (b) for the two OS Orders Key Delivery Milestones (OSKD15 and OSKD16) stated as being due for delivery in the Outline Delivery Plan in the first Contract Year, the Finalised Milestone Specifications will be as set out in the Outline Delivery Plan.

Dispute

- 6.6 Any disagreement over the content of the Finalised Milestone Specification for a Key Delivery Milestone shall be dealt with under the Dispute Resolution Procedure.

User Acceptance Test Plan

- 6.7 Subject to Paragraphs 6.8 and 6.9, for each Key Delivery Milestone, the Supplier shall develop a proposed User Acceptance Test Plan and provide this to the Authority no later than 20 Working Days after provision of the Finalised Milestone Specification and User Acceptance Criteria. The Parties shall seek to agree the contents of the User Acceptance Test Plan within 20 Working Days of the date of receipt of such Plan by the Authority. Where the Parties are unable to agree the User Acceptance Test Plan within such period, either Party shall be entitled to refer the disputed matter for resolution in accordance with the Dispute Resolution Procedure.

Each User Acceptance Test Plan shall include:

- (a) the Key Delivery Milestone to which the User Acceptance Test Plan relates, and the specific User Acceptance Criteria to be satisfied;
 - (b) recommended number of Authority Testing Personnel;
 - (c) details for the reporting of any User Acceptance Test or Test Issues as set out in Paragraph 4 of Schedule 6.2 (*Testing Procedures*);
 - (d) the start and end date of the User Acceptance Testing (a **Testing Window**), which will be aligned to the relevant Key Milestone Delivery Plan), and the number and duration of any test cycles within such Testing Window;
 - (e) details of a relevant test environment (e.g. compatible browsers, GIS software) on which the User Acceptance Testing will be carried out; and
 - (f) appropriate resources to be used in the User Acceptance Testing including, for example, sample OS Data, aspects of the Digital Services, or other documentation.
- 6.8 For the Key Delivery Milestones OSKD15, OSKD16, OSKD20, OSKD24, OSKD17, OSKD18, OSKD21, and OSKD23, it is agreed that there will be no User Acceptance Testing. In respect of these Key Delivery Milestones the Supplier will invite the Authority to confirm that the Key Delivery Milestones in question meet the applicable Final Milestone Specifications as referred to in Paragraph 6.5. Following completion of the Supplier's own testing of these Key Delivery Milestones the Authority shall undertake the testing of these Key Delivery Milestones in the week commencing 22 June 2020. Where the Authority agrees that a Key Delivery Milestone meets the applicable Final Milestone Specification as referred to in Paragraph 6.5 it will confirm its agreement in writing within the same week as the Authority's testing takes place. Where the Authority has issued its written agreement that a Key Delivery Milestone meets the applicable Final Milestone Specification, the Authority shall issue the corresponding Milestone Achievement Certificate on or before 30 June 2020.
- 6.9 For the Key Delivery Milestones OSKD19, OSKD25, OSKD27, OSKD28 and OSKD29, the Supplier shall develop a proposed User Acceptance Test Plan and provide this to the Authority by no later than six months after the Effective Date. Other than the time

of provision of the proposed User Acceptance Test Plan provision, Paragraph 6.7 shall apply unamended to such Key Delivery Milestones.

ANNEX 1: OUTLINE DELIVERY PLAN

This Annex sets out the Outline Delivery Plan as divided into two parts:

- (a) Part A which sets out the OS Data Delivery Plan; and
- (b) Part B which sets out the Digital Services Delivery Plan.

Part A: OS Data Delivery Plan

The table below sets out the Key Delivery Milestones that will be implemented in each Contract Year below as part of the OS Data Delivery Plan.

Contract Year	Key Delivery Milestone(s)	Milestone Date
First Contract Year	<ul style="list-style-type: none"> OS Orders: New Products for Members (OSKD15) <p>The following Premium Datasets (as set out in the table at Paragraph 4.2 of Part 2 (Access to OS Data and Digital Services) to Schedule 2.1 (Services Description)) are available to Members via OS Orders on the OS Website: OS Detailed Path Network, AddressBase Islands Plus, AddressBase Islands Premium, and OS MasterMap Water Network Layer.</p> <ul style="list-style-type: none"> OS Orders: AddressBase Core (OSKD16) <p>AddressBase Core, as set out in the table at Paragraph 4.2 of Part 2 (Access to OS Data and Digital Services) to Schedule 2.1 (Services Description) and in Paragraph 4.2.3(c) of Schedule 13 (Year Zero Contract) is available via OS Orders for Members and Solution Providers.</p> <ul style="list-style-type: none"> Linked Identifiers (OSKD20) <p>OS Open Linked Identifiers Dataset, as set out in the table at Paragraph 3.2 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description), is available via the OS Data Hub (release 4).</p> <ul style="list-style-type: none"> OS Open Identifiers (OSKD24) <ul style="list-style-type: none"> OS Open UPRN, OS Open USRN, and OS Open TOID as set out in the table at Paragraph 3.2 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description) are available via the OS Data Hub (release 	31 March 2021

	<p>8).</p> <ul style="list-style-type: none"> • OS MasterMap Highways Network (OSKD32) <p>OS MasterMap Highways Network is enhanced to include authoritative local authority information for Scotland, as set in in Paragraph 4.2.2 (a) of Schedule 13 (Year Zero Schedule) and is available via OS Orders on the OS Website.</p> <ul style="list-style-type: none"> • OS Open USRN (OSKD33) <p>OS Open USRN is enhanced to include coverage for Scotland as set in in Paragraph 2.2 of Part 4 (Year Zero Deliverables) to Schedule 13 (Year Zero Schedule), and is available via the OS Data Hub.</p> <ul style="list-style-type: none"> • AddressBase Core Tiles (OSKD34) <p>AddressBase Core, as set out in the table at Paragraph 4.2 of Part 2 (Access to OS Data and Digital Services) to Schedule 2.1 (Services Description) and in Paragraph 4.2.3(d) of Schedule 13 (Year Zero Contract) is enhanced to enable Members to make orders on an area of interest basis in tile format.</p>	
Second Contract Year	<ul style="list-style-type: none"> • Buildings - Existing NGD Data: Improved Currency (OSKD1) <p>Existing NGD Data for Buildings, as described in Paragraph 4.7 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD for access via the existing Products (where applicable), with the Currency as described in Paragraph 4.8 for such Data as set out in the Currency row in the table at the same Paragraph.</p> <ul style="list-style-type: none"> • Structures - Existing NGD Data: Improved Currency (OSKD2) <p>Existing NGD Data for Structures as described in Paragraph 4.9 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD for access via the existing products (where applicable), with the Currency as described in Paragraph 4.10 for such Data as set out in the</p>	31 March 2022

	Currency row in the table at the same Paragraph.	
Third Contract Year	<ul style="list-style-type: none"> • Buildings - New NGD Data (OSKD3) New NGD Data for Buildings, as described in Paragraph 4.8 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Structure - New NGD Data (OSKD4) New NGD Data for Structures, as described in Paragraph 4.10 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Land Use - New NGD Data (OSKD5) New NGD Data for Land Use, as described in Paragraph 4.12 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Land Cover - New NGD Data (OSKD6) New NGD Data for Land Cover, as described in Paragraph 4.14 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Transport Networks - New NGD Data (Roads) (OSKD7) New NGD Data for Transport Networks (Roads), as described in Paragraph 4.16 (a) of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Transport Networks - New NGD Data (Tracks and Paths) (OSKD8) New NGD Data for Transport Networks (Tracks and Paths), as described in Paragraph 4.16 (b) of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD. • Transport Networks - New NGD Data (Rail) (OSKD9) New NGD Data for Transport Networks (Rail), as described in Paragraph 4.16 (c) of Part 3 (National Geographic Database) 	31 March 2023

	<p>of Schedule 2.1 (Services Description) is available in the NGD.</p> <ul style="list-style-type: none"> • Transport Networks - New NGD Data (Airports & Ferries) (OSKD10) <p>New NGD Data for Transport Networks (Airports & Ferries), as described in Paragraph 4.16d of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD.</p> <ul style="list-style-type: none"> • Water - New NGD Data (OSKD11) <p>New NGD Data for Water, as described in Paragraph 4.18 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD</p> <ul style="list-style-type: none"> • Addresses - New NGD Data (OSKD12) <p>New NGD Data for Addresses, as described in Paragraph 4.20 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD</p> <ul style="list-style-type: none"> • Geographical Names - New NGD Data (OSKD13) <p>New NGD Data for Geographical Names, as described in Paragraph 4.22 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD</p> <ul style="list-style-type: none"> • Administrative and Statistical Units - New NGD Data (OSKD14) <p>New NGD Data for Administrative and Statistical Units, as described in Paragraph 4.24 of Part 3 (National Geographic Database) of Schedule 2.1 (Services Description) is available in the NGD</p>	
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Part B: Digital Services Delivery Plan

The table below sets out the Key Delivery Milestones that will be implemented in each Contract Year below as part of the Digital Services Delivery Plan.

Contract Year	Key Delivery Milestones	Milestone Date
First Contract Year	<ul style="list-style-type: none"> OS Data Hub Release 1 for OS OpenData Users (OSKD17) <p>This release of the OS Data Hub will deliver the following functionality for OS OpenData Users: API Access and Management as set out in Paragraph 2.3 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description); a Registration Process as described in Paragraph 2.3 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description); and Reporting and Notification as set out in Paragraph 2.8 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p> <p>The OS OpenData Users can access those OS OpenData Datasets set out in the table at Paragraph 3.2 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1, excluding OS Open UPRN, OS Open USRN, OS Open TOID, and OS Open Linked Identifiers. These OS OpenData Datasets will be available via the Download Service on the OS Data Hub via manual download (without the requirement for registration), and via automatic download as set out in Paragraph 2.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p> <p>OS OpenData Users can access the OS OpenData Datasets for the following APIs via the OS Data Hub: OS Maps API, OS Vector Tile API and OS Features API, as set out in the table in Paragraph 5.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> OS Data Hub Release 2 for Solution Providers (OSKD18) <p>This release of the OS Data Hub will deliver the following functionality for Solution Providers: API Access and Management as set out in Paragraph 2.4 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services</p>	31 March 2021

	<p>Description); a Registration Process as described in Paragraph 2.3 Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description); and Reporting and Notification as set out in Paragraph 2.8 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p> <p>Solution Providers can access the OS OpenData Datasets and Premium Datasets via the OS Data Hub for the following APIs: OS Maps API, OS Vector Tile API and OS Features API as set out in the table in Paragraph 5.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 5 - Additional OS OpenData APIs (OSKD21) <p>The OS OpenData Users can access Linked Identifiers API and OS Names API, as set out in the table in Paragraph 5.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description) via the OS Data Hub.</p> <ul style="list-style-type: none"> • OS Data Hub Release 6 - Online Payment (OSKD22) <p>This release of the OS Data Hub will deliver the Payment functionality for Solution Providers as set out in Paragraph 2.9 of Part 2 (Access to and use of OS Data and Digital Services) of Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 7 - Errors and Omissions Tool (OSKD23) <p>This release of the OS Data Hub will deliver an errors and omissions tool for registered users of the OS Data Hub, as set out in Paragraph 3.1 of Part 11 (Customer Support) of Schedule 2.1 (Services Description), for all applicable Datasets in this release of the OS Data Hub, but excluding the AddressBase Premium Dataset.</p> <ul style="list-style-type: none"> • OS Data Hub Release 3 for Members (OSKD19) <p>This release of the OS Data Hub will deliver the following functionality Members: API Access and Management as set out in Paragraph 2.4 of Part 2 (Access to the OS Data and</p>	
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	<p>Digital Services) to Schedule 2.1 (Services Description); a Registration Process as described in Paragraph 2.3 Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description); and Reporting and Notification as set out in Paragraph 2.8 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description). Members can access the OS OpenData Datasets and Premium Datasets for the following APIs via the OS Data Hub: OS Maps API, OS Vector Tile API and OS Features API as set out in the table in Paragraph 5.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description), and elements of OS Places API and OS Names API as set out in the table in Paragraph 5.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description).</p>	
Second Contract Year	<ul style="list-style-type: none"> • OS Data Hub Release 9 - Premium Dataset Downloads (OSKD25) <p>In this release, Solution Providers and Members can access all OS Premium Datasets via the OS Data Hub, as set out in the table at Paragraph 4.2 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (Services Description) via the Download Service available on the OS Data Hub as set out in Paragraph 2.5 of Part 2 (Access to the OS Data and Digital Services) of Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 10 - Existing NGD Datasets (OSKD26) <p>In this release of the OS Data Hub, Solution Providers and Members can access the Existing NGD Datasets via the Download Services as referred to at Paragraph 2.5 of Part 2 (Access to the OS Data and Digital Services) to Schedule 2.1 (including for both manual download and automatic download) via the OGC API - Features, which is set out in Paragraph 6 of Part 2 (Access to the OS Data and Digital Services) of Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 11 - Errors and Omissions for 	31 March 2022

	<p>AddressBase Datasets (OSKD27)</p> <p>This release of the OS Data Hub will make available for registered users the errors and omissions tool, as set out in Paragraph 3.1 of Part 11 (Customer Support) of Schedule 2.1 (Services Description), for all the AddressBase Datasets set out in the table within Paragraph 4.2 of Part 2 (Access to OS Data and Digital Services) of Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 12 - Errors and Omissions for the NGD (OSKD28) <p>This release of the OS Data Hub will make available for registered users the errors and omissions tool, as set out in Paragraph 3.1, Part 11 (Customer Support), Schedule 2.1, via the OS Data Hub for the NGD Datasets.</p> <ul style="list-style-type: none"> • OS Data Hub Release 13 - Solution Providers (OSKD29) <p>This release of the OS Data Hub will make available to Solution Providers the OS Places API and OS Names API, as set out in the table in Paragraph 5.1 of Part 2 (Access to OS Data and Digital Services) of Schedule 2.1 (Services Description).</p>	
Third Contract Year	<ul style="list-style-type: none"> • OS Data Hub Release 14 - Access to OGC API - Tiles (OSKD30) <p>In this release of the OS Data Hub, Solution Providers and Members can access the Existing NGD Datasets via the OGC API - Tiles , as set out in Paragraph 6 of Part 2 (Access to the OS Data and Digital Services) of Schedule 2.1 (Services Description).</p> <ul style="list-style-type: none"> • OS Data Hub Release 15 - New NGD Datasets (OSKD31) <p>In this release of the OS Data Hub, Solution Providers and Members can access the New NGD Datasets via the Download Service as referred to at Paragraph 2.5 of (including for both manual download, and automatic download) via the OGC API - Features and the OGC API - Tiles, as set out in Paragraph 6 of Part 2 (Access to the OS Data and Digital Services) of Schedule 2.1 (Services Description).</p>	31 March 2023

ANNEX 2: KEY MILESTONE DELIVERY PLAN

The table below sets out the detailed implementation process and will apply to each Key Delivery Milestone for the Detailed Delivery Plan for each Contract Year.

Key Delivery Milestone: [insert OS Deliverable name] [Ref. No.]		
[Insert Description]		
Delivery Plan:	[OS Data Delivery Plan / Digital Services Delivery Plan]	
Contract Year:	[Insert Contract Year]	
Milestone Date:	[Insert month: MM/YY]	
<u>Delivery Process for Key Delivery Milestone</u>		
Stage	Item	Duration / Delivery Date
1. User Engagement	The Supplier will carry out User Engagement in accordance with Paragraph 6 of Schedule 8.1 (Governance) and Part 12 of Schedule 2.1 (Services Description) to obtain User Feedback on: (i) the suitability of the Supplier's Existing Baseline Description for the applicable Key Delivery Milestone, and (ii) user acceptance criteria for the same ("User Engagement Feedback");	[This will be a specified date range]
2. Finalised Milestone Specification, User Engagement Acceptance Criteria and draft User Acceptance Test Plan	Following User Engagement Feedback, a more detailed specification for the Key Delivery Milestone (Finalised Milestone Specification), and User Engagement Acceptance Criteria. The Supplier submits this, together with the draft User Acceptance Test Plan, to the Authority in accordance with Paragraph 6 of this Schedule 6.1 (Delivery Plans).	[This will follow the end of User Engagement]
3. User Acceptance Testing	The Authority will engage users to carry out User Acceptance Testing against Acceptance Criteria as set out in Schedule 6.2 (Testing Procedures). The Supplier will ensure that the relevant OS Data and / or Digital Services and any supporting materials as the Supplier deems appropriate, are available for Testing by users.	[This will be a specified date range]

4. Outcome of Testing	The Authority will report back to the Supplier on the outcome of Testing in accordance with Schedule 6.2 (Testing Procedures).	[This will follow the end of User Acceptance Testing]
5. Implementation of Key Delivery Milestone	The Authority issues the Milestone Certificate in accordance with Schedule 6.2 (Testing Procedures). The Supplier delivers the Key Delivery Milestone and informs the Authority.	[The delivery of the Key Milestone will be on or before the date specified here (the Key Milestone Date)]

SCHEDULE 6.2

TESTING PROCEDURES

Testing Procedures

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Authority Testing Personnel”	means the personnel appointed by the Authority to conduct the User Acceptance Testing, as notified to the Supplier in accordance with Paragraph 3.1;
“Component”	any constituent parts of the Key Delivery Milestone being tested;
“First Test Cycle”	means the first Test Cycle within a Testing Window as set out in the finalised User Acceptance Test Plan for a Key Delivery Milestone;
“Material Test Issue”	a Test Issue of Severity Level 1, Severity Level 2 or Severity Level 3;
“Severity Level”	the level of severity of a Test Issue, the criteria for which are described in Annex 2 (<i>Test Issues - Severity Levels</i>);
“Supplier Testing Personnel”	means the personnel appointed by the Supplier to respond to any questions from the Authority in relation to any User Acceptance Testing, as notified to the Authority in accordance with Paragraph 3.1;
“Test Cycle”	means a test cycle as set out in the finalised User Acceptance Test Plan for a Key Delivery Milestone;
“Test Issue”	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant User Acceptance Criteria) including any fault or defect with the relevant Key Milestone Deliverable identified as part of User Acceptance Testing;
“Testing Personnel”	the Authority Testing Personnel and the Supplier Testing Personnel;
“Testing Window”	means the time period for testing of a Key Delivery Milestone as set out in the finalised User Acceptance Test Plan;
“User Acceptance Criteria”	<p>in relation to a User Acceptance Test, the criteria that will be applied to determine that:</p> <p>(i) where the Key Milestone Deliverable is in Part A (OS Data Delivery Plan) of the Outline Delivery Plan set out in Schedule 6.1 (<i>Delivery Plans</i>), it meets the Finalised Detailed Specification; and</p> <p>(ii) where the Key Milestone Deliverable is in Part B (Digital Services Delivery Plan) of the Outline Delivery Plan set out in Schedule 6.1 (<i>Delivery</i></p>

Plans), it can be used for its stated purpose;

“User Acceptance Testing”	the testing of the relevant Key Delivery Milestone against User Acceptance Criteria in accordance with this Schedule, and ‘ User Acceptance Test ’ shall be construed accordingly;
“User Acceptance Test Log”	a log for recording the User Acceptance Testing as described further in Paragraph 4.1;
“User Acceptance Test Plan”	a plan for the User Acceptance Testing of the Key Milestone Deliverables, as developed pursuant to Paragraph 6.7 of Schedule 6.1 (<i>Delivery Plans</i>); and
“User Feedback”	means the feedback derived from Subject Matter Experts in respect of the Key Milestone Deliverables in accordance with Paragraph 6.2(a) of Schedule 6.1 (<i>Delivery Plans</i>).

1 TESTING OVERVIEW

- 1.1 The Authority will carry out all User Acceptance Testing in respect of each Key Delivery Milestone in accordance with this Schedule 6.2 and the User Acceptance Test Plans.
- 1.2 The Authority will select the Authority Testing Personnel to carry out the User Acceptance Testing.
- 1.3 The Supplier shall not submit any Key Delivery Milestone for User Acceptance Testing unless the Supplier is confident that it will satisfy the relevant User Acceptance Criteria.
- 1.4 The Supplier will submit each Key Delivery Milestone for User Acceptance Testing in accordance with Paragraph 3.2, in sufficient time to meet the date set out in the Detailed Delivery Plan for the commencement of User Acceptance Testing in respect of the relevant Key Delivery Milestone.
- 1.5 Where the Supplier wishes to observe all or any part of the User Acceptance Testing, provided the Supplier has notified the Authority no later than 5 Working Days prior to the commencement of the User Acceptance Testing, the Authority shall, where possible, provide the Supplier with the opportunity to observe the relevant User Acceptance Testing. The Parties acknowledge that the Authority Testing Personnel are independent to the Authority and the Authority cannot guarantee that the Supplier is granted access to any individual, or organisation’s premises during any testing that is being carried out by Authority Testing Personnel.
- 1.6 The Supplier may at its own discretion and cost, offer to host Authority Testing Personnel for the purposes of carrying out User Acceptance Testing in order to enable the Supplier to observe the testing process.
- 1.7 Any Disputes between the Authority and the Supplier regarding any aspect of User Acceptance Testing, including but not limited to the User Acceptance Criteria, shall be referred to the Dispute Resolution Procedure.

2 USER ACCEPTANCE CRITERIA

- 2.1 The User Acceptance Criteria that must be satisfied in each User Acceptance Test will be set out in the relevant User Acceptance Test Plans.
- 2.2 The Supplier will determine the User Acceptance Criteria for the relevant Key Delivery Milestone in accordance with Paragraph 6 of Schedule 6.1 (*Delivery Plans*).

3 USER ACCEPTANCE TEST PLANS

- 3.1 The Supplier shall confirm details of its Testing Personnel and testing environment (i.e. a specific url) no later than 15 Working Days prior to the scheduled start date for User Acceptance Testing for a Key Delivery Milestone. No later than 10 Working Days prior to the scheduled start date for the User Acceptance Test the Authority shall confirm to the Supplier the details of the Authority Testing Personnel who will be carrying out the User Acceptance Tests.
- 3.2 No later than 5 Working Days prior to the commencement of the User Acceptance Test the Supplier will provide all Authority Testing Personnel details of the User Acceptance Test so that the Authority Testing Personnel can be ready to commence the User Acceptance Testing once the Testing Window starts.
- 3.3 In accordance with the finalised User Acceptance Test Plan for the relevant Key Delivery Milestone the Authority will ensure that User Acceptance Testing is carried out in the Testing Window.

4 USER ACCEPTANCE TEST REPORTING

- 4.1 For each User Acceptance Test, the Authority shall procure that a minimum of one member of the Authority Testing Personnel completes, and provides a copy to the Supplier prior to the end of the Test Cycle, a User Acceptance Test Log, setting out:
 - (a) the dates of commencement and completion;
 - (b) details of any Test Issues that have been identified during the User Acceptance Test;
 - (c) the Severity Level of any Test Issue as perceived by the member of Authority Testing Personnel who has carried out the User Acceptance Test; and
 - (d) the outcome of the User Acceptance Testing.
- 4.2 The Authority shall invite other members of the Authority Testing Personnel to complete User Acceptance Testing and a User Acceptance Test Log within the Test Cycle in question and submit the details set out in Paragraph 4.1 to the Supplier within the Test Cycle. The completion of additional User Acceptance Testing and the submission of additional User Acceptance Test Logs over and above the User Acceptance Test Log required in Paragraph 4.1 shall not be an obligation of the Authority including for the purpose of Schedule 3 (*Authority's Responsibilities*).
- 4.3 The Supplier may provide the Authority with templates and/or access to an online portal or equivalent to use for the reporting of User Acceptance Testing carried out, and for identifying and reporting on any Test Issues.

- 4.4 The Authority will request that if the Authority's Testing Personnel become aware of any Material Test Issue they report this to the Supplier's Testing Personnel as soon as reasonably practicable but in any event within the Test Cycle in question so that the Supplier will have the opportunity to identify and rectify the Material Test Issue.
- 4.5 Where possible, the Supplier will endeavour to remedy any Material Test Issues and Test Issues within the Testing Window.
- 4.6 Where no Test Issues (other than Severity Level 5 Test Issues) are identified within the First Test Cycle, the Supplier may request to the Authority that the Testing Window is closed without the need for further Test Cycles within the Testing Window. The Authority may, at its discretion, agree to close the Testing Window or request that the First Test Cycle is extended for a further week. Where no Test Issues (other than Severity Level 5 Test Issues) are identified in the extended First Test Cycle the Testing Window will close at the end of the extended First Test Cycle save where the Parties otherwise agree. Where Test Issues (other than Severity Level 5 Test Issues) are identified in the extended First Test Cycle, the Testing Window will continue in the time periods set out in the finalised User Acceptance Test Plan.
- 4.7 Where Test Issues (other than Severity Level 5 Test Issues) are identified within the First Test Cycle, User Acceptance Testing shall continue into the subsequent Test Cycles until the end of the Testing Window.

5 USER ACCEPTANCE TEST NOTICE

- 5.1 The Authority will provide to the Supplier within 5 Working Days (or such other period as the Parties may agree in writing) of completion of a Testing Window in relation to each relevant Key Delivery Milestone a User Acceptance Test Notice, setting out:
- (a) an overview of the User Acceptance Testing conducted;
 - (b) identification of the relevant User Acceptance Criteria that have been satisfied; and
 - (c) identification of any relevant User Acceptance Criteria that have not been satisfied together with details of any Test Issues.
- 5.2 Where a User Acceptance Test Notice indicates that relevant User Acceptance Criteria have not been satisfied and any Material Test Issue(s) have been identified, the Supplier shall then remedy the Material Test Issues and resubmit the Key Delivery Milestone for User Acceptance Testing within a reasonable timescale to be agreed between the Parties dependent on the scale of the change required. In circumstances where the Supplier needs to resubmit a Key Delivery Milestone for User Acceptance Testing the Authority shall provide one member of Authority Testing Personnel for up to one Working Day within 20 Working Days of the date that the Supplier resubmits the Key Delivery Milestone for User Acceptance Testing.

6 ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE

- 6.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Key Delivery Milestone within 5 Working Days of the issuing by the Authority of a User Acceptance Test Notice where no Test Issues or only Severity Level 5 Test Issues have been identified.
- 6.2 In circumstances where only Severity Level 4 Test Issues (whether with or without any Severity Level 5 Test Issues) have been identified the Authority shall issue a Milestone Achievement Certificate in respect of a given Key Delivery Milestone within 5 Working Days of the issuing by the Authority of a User Acceptance Test Notice provided that the Supplier has provided a detailed plan to remedy the Severity Level 4 Test Issue(s) within a reasonable timescale and the plan and timescale has been agreed by the Authority. The Parties may agree a longer period for the issue of the Milestone Achievement Certificate, where necessary, in order to agree the plan and timescale for rectification of the Severity Level 4 Test Issue(s) identified.
- 6.3 Without prejudice to the Authority's other remedies the Authority may refuse to issue a Milestone Achievement Certificate where there is one or more Material Test Issue(s) that have not been remedied or rectified by the Supplier after the relevant Key Delivery Milestone has been submitted for re-Testing.
- 6.4 Following the issue of a Milestone Achievement Certificate the Supplier shall rectify any remaining Severity Level 4 Test Issues within the time period agreed with the Authority pursuant to Paragraph 6.2 and any Severity Level 5 Test Issues as soon as reasonably practicable but in any event within 12 months (or such longer period as is agreed by the Authority).
- 6.5 In respect of Key Delivery Milestones OSKD15, OSKD16, OSKD20, OSKD24, OSKD17, OSKD18, OSKD21, and OSKD23, the issue of corresponding Milestone Achievement Certificates shall be governed in accordance with Paragraph 6.8 of Schedule 6.1 (*Delivery Plans*).

7 DATE OF DELIVERY

- 7.1 The Key Delivery Milestone will be deemed accepted and delivered on whichever is the earliest date of:
- (a) the date of the issue of the Milestone Achievement Certificate in accordance with Paragraphs 6.1 or 6.2 of this Schedule or, where applicable, Paragraph 6.8 of Schedule 6.1 (*Delivery Plans*);
 - (b) the expiry of 10 Working Days after the Authority issues a User Acceptance Test Notice in respect of a Key Delivery Milestone where no Material Test Issues and no Severity Level 4 Test Issues have been identified; or
 - (c) the expiry of 10 Working Days after the Authority and the Supplier have agreed in writing a detailed plan for the Supplier to remedy the Severity Level 4 Test Issue(s) within a reasonable timescale where the Authority has not issued a Milestone Achievement Certificate pursuant to Paragraph 6.2 in circumstances where only Severity Level 4 Test Issues (whether with or without any Severity Level 5 Test Issues) have been identified in a User Acceptance Test Notice in respect of a Key Delivery Milestone; or

- (d) in respect of Key Delivery Milestones OSKD15, OSKD16, OSKD20, OSKD24, OSKD17, OSKD18, OSKD21, and OSKD23 only, the end of 30 June 2020 where the Authority has provided written confirmation to the Supplier in accordance with Paragraph 6.8 of Schedule 6.1 (*Delivery Plans*) that a Key Delivery Milestone meets its applicable Final Milestone Specification.

ANNEX 1: MILESTONE ACHIEVEMENT CERTIFICATE

MILESTONE ACHIEVEMENT CERTIFICATE

Key Delivery Milestone: *[insert reference number and description of Milestone]*

Date: *[insert relevant date]*

[The Authority confirms that Key Delivery Milestone *[reference number]* has been tested successfully in accordance with the User Acceptance Test Plan relevant to this Key Delivery Milestone]*

OR

[This Milestone Achievement Certificate is granted for the Key Delivery Milestone pursuant to Paragraph 6.2 of Schedule 6.2 (*Testing Procedures*) of the Agreement, on the condition that any Severity Level 4 Test Issues are remedied by *[insert relevant date]*].]*

Issued by: *[Name]*

[Position]

Acting on behalf of *[Authority]*

ANNEX 2: TEST ISSUES - SEVERITY LEVELS

- 1 **Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;
- 2 **Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
 - (a) causes a Component to become unusable;
 - (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current User Acceptance Test; or
 - (c) has an adverse impact on any other Component(s) or any other area of the Services;
- 3 **Severity Level 3 Test Issue:** a Test Issue which:
 - 3.1 causes a Component to become unusable;
 - 3.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current User Acceptance Test; or
 - 3.3 has an impact on any other Component(s) or any other area of the Services;
but for which, as reasonably determined by the Authority, there is a practicable workaround available;
- 4 **Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current User Acceptance Test, or other areas of the Services; and
- 5 **Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current User Acceptance Test, or other areas of the Services

SCHEDULE 7.1

CHARGES AND INVOICING

Charges and Invoicing

PART A: GENERAL

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“ACD System”	means the Supplier’s auto change detection system which identifies real world change, prior to extraction of such changes by the AFE System;
“AFE System”	means the Supplier’s auto feature extraction system which, following identification of real world change by the ACD System, extracts such changes as features to provide updates to the Geo-Production System;
“Annual Infrastructure Fee”	means the aggregate of any Annual Reuse Fee, Annual Replicate Fee and Annual Extension Fee for a particular Contract Year;
“Annualised Build Cost”	means the total PSGA-costed value of the relevant Infrastructure Asset divided by the useful life of the asset during the anticipated ten-year term of the PSGA;
“Annualised Run Costs”	means the total PSGA-costed run costs associated with the relevant Infrastructure Asset divided by the useful life of the asset during the anticipated ten-year term of the PSGA;
“Annual Extension Fee”	means the fee determined in accordance with Paragraph 4.3;
“Annual Replicate Fee”	means the fee determined in accordance with Paragraph 3.3;
“Annual Reuse Fee”	means the fee determined in accordance with Paragraph 2.3;
“Architectural Pattern”	means the design of the technical components which form one of the relevant systems;
“Cadre Fee”	means the sum of ██████ payable in respect of the Cadre as more particularly described in Paragraph 6 of Part 10 (Technical Support) of Schedule 2.1 (Services Description);
“Deductible Costs”	means amounts that would have been payable by the Supplier to third parties as a direct consequence of the Supplier licensing NGD Data for re-use (excluding GeoPlace LLP) in the event that the Supplier had met the

Baseline Royalty Target but which, as a result of the Actual Royalty Amount being lower than the Baseline Royalty Target, the Supplier has not incurred;

“Geo-Production System”

means the Supplier’s system which enables the capture of real world change to create and maintain OS Data;

“Incremental Costs”

means in each Contract Year (i) amounts payable by the Supplier to third parties as a direct consequence of the Supplier licensing NGD Data for re-use (excluding GeoPlace LLP, subject to (ii)), and (ii) subject always to the Authority’s agreement in accordance with Paragraph 3.19 of Part A of this Schedule 7.1, the Supplier’s and GeoPlace LLP’s own costs that directly relate to the development and maintenance of a New Product or Service, in each case where such New Product or Service generates royalties that qualify and are taken into account when calculating first the Actual Royalty Amount and second the extent to which the Actual Royalty Amount has exceeded the Baseline Royalty Target in each Contract Year PROVIDED THAT where SuperGainshare or Extended SuperGainshare applies in the same Contract Year, the Incremental Costs will be pro-rated between the SuperGainshare Amount (or the Extended SuperGainshare Amount) and the proportion of the Positive Royalty Variation that is below the SuperGainshare Amount (or the Extended SuperGainshare Amount);

“Infrastructure Asset”

means any of the System of Engagement, System of Reference, ACD System, AFE System and Geo-Production System;

“Internal Costs”

means, subject always to the Authority’s agreement in accordance with Paragraph 3.19 of Part A of this Schedule 7.1, the Supplier’s and GeoPlace’s own costs that directly relate to the development and maintenance of a New Product or Service;

“New NGD Data Fee”

means the sum of [REDACTED] payable in respect of the supply of the New NGD Data as more particularly described in Part 3 (National Geographic Database) of Schedule 2.1 (Services Description);

“New Product or Service”

means a product or service developed by the Supplier during the Term;

“Non-PSGA Commercial Purposes” means where the Supplier is generating commercial revenue outside of the parameters of the PSGA; to be clear, supply of NGD Datasets to Solution Providers and Internal Business Users is within the parameters of the PSGA;

“PSGA” means this Agreement;

“System of Engagement” or “SOE” means the Supplier’s system which is used to supply data to Members, Internal Business Users, Solution Providers and others via a web browser, download and APIs, and which is also known as the OS Data Hub;

“System of Reference” or “SOR” means the Supplier’s system which hosts, processes and serves OS Data to end user applications;

“Year Zero Fee” means the sum of [REDACTED] payable in respect of the provision of the services as more particularly described in Schedule 13.

2 GENERAL

2.1 This Schedule details:

- (a) the Charges for the Services under this Agreement;
- (b) the Annual Infrastructure Fee;
- (c) the invoicing procedure.

2.2 Indexation shall apply to the Annual Charge but not to any other payments under this Agreement.

3 SERVICE CHARGE

3.1 The Service Charges shall be calculated by reference to the pricing mechanism set out in Paragraph 3, Paragraph 4, Paragraph 5, Paragraph 6 and Paragraph 7.

3.2 The Annual Charge and Baseline Royalty Target for each Contract Year during the Term are set out at Part 1 and Part 2 of Annex 1 respectively.

3.3 The Service Charges for each Contract Year shall be the Annual Charge, as adjusted pursuant to the Incentivisation provisions below, the Total Performance Measurement Amount provisions in Paragraph 6 and the Test Issue Amount and the Deferred Test Issue Amount provisions in Paragraph 7.

Gainshare

3.4 In each Contract Year, except during Contract Year 1 where no adjustment will be made pursuant to the Incentivisation provisions, if the Actual Royalty Amount is higher than the Baseline Royalty Target for the previous Contract Year, the Parties shall apply Gainshare. The Parties agree and acknowledge that Gainshare shall be calculated and applied as follows:

3.5 The difference between the Actual Royalty Amount and the Baseline Royalty Target for the previous Contract Year shall be the “Positive Royalty Variation”. The Incremental Costs will be deducted from the Positive Royalty Variation, to give the Net Positive Royalty Variation.

3.6 Subject to Paragraphs 3.10 to 3.16, the Net Positive Royalty Variation shall be apportioned between the Authority and the Supplier at the Incentivisation Percentages as follows:

Net Positive Royalty Variation x Authority Incentivisation Percentage = Authority’s Gainshare

Net Positive Royalty Variation x Supplier Incentivisation Percentage = Supplier’s Gainshare

Painshare

3.7 In each Contract Year, except during Contract Year 1 where no adjustment will be made pursuant to the Incentivisation provisions, if the Actual Royalty Amount is lower than the Baseline Royalty Target for the previous Contract Year, the Parties shall apply Painshare. The Parties agree and acknowledge that Painshare shall be calculated and applied as follows:

3.8 The difference between the Actual Royalty Amount and the Baseline Royalty Target for the previous Contract Year shall be the “Negative Royalty Variation”. For clarity, the Negative Royalty Variation shall be deemed to be a positive number. The Deductible Costs will be deducted from, and, where applicable, the Internal Costs will be added to, the Negative Royalty Variation, to give the Net Negative Royalty Variation.

3.9 The Net Negative Royalty Variation shall be apportioned between the Authority and the Supplier at the Incentivisation Percentages as follows:

Net Negative Royalty Variation x Authority Incentivisation Percentage = Authority’s Painshare

Net Negative Royalty Variation x Supplier Incentivisation Percentage = Supplier’s Painshare

SuperGainshare

3.10 In Contract Year 2, if there is a Positive Royalty Variation that exceeds the Baseline Royalty Target by 30% or more for Contract Year 1, or in relation to Contract Years 3 and 4, if there is a Positive Royalty Variation that exceeds the Baseline Royalty Target by 20% or more for Contract Years 2 and 3 respectively, the Parties shall apply SuperGainshare. The Parties agree and acknowledge that SuperGainshare shall be calculated and applied as follows:

3.11 Any proportion of the Positive Royalty Variation that exceeds the Baseline Royalty Target by 30% or more for Contract Year 1 or the Baseline Royalty Target for Contract Years 2 and 3 by 20% or more respectively shall be the SuperGainshare Amount. The Incremental Costs will be deducted from the SuperGainshare Amount, to give the Net SuperGainshare Amount.

- 3.12 The Net SuperGainshare Amount shall be apportioned equally between the Authority and the Supplier so that the Authority's SuperGainshare shall amount to 50% of any Net SuperGainshare Amount and the Supplier's SuperGainshare shall amount to the remaining 50% of any Net SuperGainshare Amount.
- 3.13 The Parties agree and acknowledge that in Contract Year 5 and in any subsequent Contract Year, if there has been a Positive Royalty Variation in each of the preceding two Contract Years and the same has exceeded the Baseline Royalty Target by 20% or more in each of the preceding two Contract Years, then the Parties shall apply Extended SuperGainshare.
- 3.14 Where the circumstances as described in Paragraph 3.13 do not apply, the Parties shall not apply Extended SuperGainshare during the remaining Term or on termination or expiry of this Agreement.
- 3.15 Where the circumstances as described in Paragraph 3.13 apply, in Contract Year 5 and (where relevant) in any subsequent Contract Year, any proportion of the Positive Royalty Variation for the preceding Contract Year that exceeds the Baseline Royalty Target by 20% or more for the same preceding Contract Year shall be the "Extended SuperGainshare Amount". The Incremental Costs will be deducted from the Extended SuperGainshare Amount, to give the Net Extended SuperGainshare Amount.
- 3.16 The Net Extended SuperGainshare Amount shall be apportioned equally between the Authority and the Supplier so that the Authority's Extended SuperGainshare shall amount to 50% of any Net Extended SuperGainshare Amount and the Supplier's Extended SuperGainshare shall amount to the remaining 50% of any Net Extended SuperGainshare Amount.

Timing of Invoice and Payment

- 3.17 The Supplier shall be entitled to invoice within 30 days after the commencement of the relevant Contract Year and the Authority shall be liable to pay the Annual Charge First Instalment in accordance with Part C: Invoicing.
- 3.18 The Supplier shall be entitled to invoice within 30 days after the Half Year of the relevant Contract Year and the Authority shall be liable to pay the Annual Charge Second Instalment in accordance with Part C: Invoicing subject to the following adjustments:
- (a) where there is Gainshare in the previous Contract Year, the Annual Charge Second Instalment shall be reduced by the amount of the Authority's Gainshare in such Contract Year;
 - (b) where there is Painshare in the previous Contract Year, the Authority's Painshare shall be deemed to be a positive figure and the Annual Charge Second Instalment shall be increased by the amount of the Authority's Painshare;
 - (c) where there is SuperGainshare or, as the case may be, Extended SuperGainshare in the previous Contract Year, the Annual Charge Second Instalment shall be reduced by the amount of the Authority's SuperGainshare or, as the case may be, the Authority's Extended SuperGainshare.

Supplier development of New Product or Service

3.19 Where the Supplier has developed a New Product or Service, the Supplier will only be entitled to deduct its (or GeoPlace LLP's) costs of such development from:

- (a) the Positive Royalty Variation;
- (b) the SuperGainshare Amount;
- (c) the Extended SuperGainshare Amount; or
- (d) the Final Positive Royalty Variation

or, as the case may be, add its (or GeoPlace LLP's) costs of such development to:

- (e) the Negative Royalty Variation, or
- (f) the Final Negative Royalty Variation

where it has first obtained the written agreement of the Authority which agreement shall be within the Authority's absolute discretion. For the avoidance of doubt, the Authority will only give consent where it is clear that the New Product or Service is in furtherance of the Public Task.

3.20 For the avoidance of doubt, where the Authority does not agree to the deduction or addition of the Supplier or GeoPlace LLP's costs in relation to a New Product or Service in accordance with Paragraph 3.19 of Part A:

- (a) the Authority shall have no liability therefor in respect of such costs; and
- (b) where such New Product or Service licenses NGD Data to third parties, any royalties generated thereto shall qualify and be taken into account when calculating the Actual Royalty Amount in accordance with the provisions of this Schedule 7.1.

4 CHARGES UPON EXPIRY

4.1 Within 90 days of the expiry of this Agreement, the Parties shall apply the following calculation:

4.2 If the Actual Royalty Amount in Contract Year 10 ("CY10") is lower than the Baseline Royalty Target for CY10, the difference between the Actual Royalty Amount for CY10 and the Baseline Royalty Target for CY10 shall be the "Final Negative Royalty Variation". For clarity, the Final Negative Royalty Variation shall be deemed to be a positive number. The Deductible Costs will be deducted from, and the Internal Costs will be added to, the Final Negative Royalty Variation, to give the Final Net Negative Royalty Variation.

4.3 If the Actual Royalty Amount in CY10 exceeds the Baseline Royalty Target for CY10, the difference between the Actual Royalty Amount and the Baseline Royalty Target for CY10 shall be the "Final Positive Royalty Variation". The Incremental Costs will be deducted from the Final Positive Royalty Variation, to give the Final Net Positive Royalty Variation.

- 4.4 Where there is a Final Net Positive Royalty Variation, the same shall be apportioned between the Authority and the Supplier at the Incentivisation Percentages as follows:

Final Net Positive Royalty Variation x Authority Incentivisation Percentage = Authority's Final Gainshare

Final Net Positive Royalty Variation x Supplier Incentivisation Percentage = Supplier's Final Gainshare

- 4.5 Where there is a Final Net Negative Royalty Variation, the same shall be apportioned between the Authority and the Supplier at the Incentivisation Percentages as follows:

Final Net Negative Royalty Variation x Authority Incentivisation Percentage = Authority's Final Painshare

Final Net Negative Royalty Variation x Supplier Incentivisation Percentage = Supplier's Final Painshare

- 4.6 If:

- (a) there there has been a Positive Royalty Variation in Contract Year 9 ("CY9") and CY10 and in both CY9 and CY10 such Positive Royalty Variation exceeds the Baseline Royalty Target by 20% or more in CY9 and CY10 respectively; and
- (b) the SuperGainshare has not ceased to apply in accordance with Paragraph 3.14,

then such proportion of the Final Positive Royalty Variation that exceeds the Baseline Royalty Target by 20% or more for CY10 will be adjusted by deducting the Incremental Costs, to give the "Final Extended SuperGainshare Amount", which shall be apportioned equally between the Authority and the Supplier so that the Authority's Final Extended SuperGainshare shall amount to 50% of any Final Extended SuperGainshare Amount and the Supplier's Final Extended SuperGainshare shall amount to the remaining 50% of any Final Extended SuperGainshare Amount.

- 4.7 Where there is a Final Net Positive Royalty Variation, the Authority shall be entitled to invoice and the Supplier shall be liable to pay within 90 days of expiry of this Agreement the Authority's Final Gainshare.
- 4.8 Where there is a Final Net Negative Royalty Variation, the Supplier shall be entitled to invoice and the Authority shall be liable to pay within 90 days of expiry of this Agreement, the Authority's Final Painshare.
- 4.9 where there is a Final Extended SuperGainshare Amount, the Authority shall be entitled to invoice and the Supplier shall be liable to pay within 90 days of expiry of this Agreement the Authority's Final Extended SuperGainshare.

5 CHARGES UPON TERMINATION

If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority or by the Authority to the Supplier (as the case may be) in relation to Gainshare, Painshare, SuperGainshare or Extended SuperGainshare shall be assessed in accordance with the Change Control Procedure.

6 TOTAL PERFORMANCE MEASUREMENT AMOUNT

- 6.1 The Total Performance Measurement Amount for each Contract Year shall be calculated pursuant to the provisions of Schedule 2.2 (Performance Levels).
- 6.2 The Total Performance Measurement Amount is a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 6.3 Subject to Paragraph 6.4, any Total Performance Measurement Amount that accrues during any Contract Year shall be deducted from the Annual Charge Second Instalment payable by the Authority to the Supplier that immediately follows the completion of the Total Performance Measure Amount calculation in accordance with Paragraph 5.5 of Part A of Schedule 2.2 (Performance Levels).
- 6.4 Upon expiry of this Agreement, the Authority shall be entitled to invoice and the Supplier shall be liable to pay within 90 days of expiry of this Agreement, the Total Performance Measurement Amount payable in respect of Contract Year 10.
- 6.5 If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority in relation to any failure on the part of the Supplier to reach a Threshold shall be assessed in accordance with the Change Control Procedure.

7 THE TEST ISSUE AMOUNT AND THE DEFERRED TEST ISSUE AMOUNT

- 7.1 The Test Issue Amounts and the Deferred Test Issue Amounts for each Contract Year shall be calculated pursuant to the provisions of Schedule 2.2 (Performance Levels).
- 7.2 Both the Test Issue Amounts and the Deferred Test Issue Amounts are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 7.3 Any Test Issue Amount that accrues during any Contract Year shall be deducted from the Annual Charge Second Instalment payable by the Authority to the Supplier that immediately follows the completion of the Test Issue Amount calculation in accordance with Paragraph 6.2 of Part A of Schedule 2.2 (Performance Levels).
- 7.4 Any Deferred Test Issue Amount that accrues during any Contract Year shall be deducted from the Annual Charge Second Instalment payable by the Authority to the Supplier that immediately follows the completion of the Deferred Test Issue Amount calculation in accordance with Paragraph 6.3 of Part A of Schedule 2.2 (Performance Levels)

- 7.5 If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority in relation to any failure on the part of the Supplier to reach a Test Issue Threshold shall be assessed in accordance with the Change Control Procedure.

8 INDEXATION

- 8.1 The Annual Charge shall be “subject to Indexation” and accordingly shall be adjusted in accordance with the provisions of this Paragraph 8 to reflect the effects of inflation.
- 8.2 Where Indexation applies, the relevant adjustment shall be:
- (a) applied on the first day of the first anniversary of the Effective Date and on the same day in each subsequent year (each such date an “**adjustment date**”); and
 - (b) determined by multiplying the Annual Charge by the percentage increase or changes in the Consumer Prices Index published for the 12 months ended on the 30 September immediately preceding the relevant adjustment date.
- 8.3 Except as set out in this Paragraph 8, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

9 NEW NGD DATA FEE

- 9.1 The Supplier shall be entitled to invoice the New NGD Data Fee on the Effective Date and thereafter on the first, second and third anniversary of the Effective Date and the Authority shall be liable to pay the New NGD Data Fee within 30 days of receipt of a valid invoice in accordance with Part C: Invoicing.

10 CADRE FEE

- 10.1 The Supplier shall be entitled to invoice the Cadre Fee on the Effective Date and thereafter on the first anniversary of the Effective Date and the Authority shall be liable to pay the Cadre Fee within 30 days of receipt of a valid invoice in accordance with Part C: Invoicing.

11 YEAR ZERO FEE

- 11.1 The Supplier shall be entitled to invoice the Year Zero Fee by no later than 31 March 2020 and the Authority shall be liable to pay the Year Zero Fee within 30 days of receipt of a valid invoice in accordance with Part C: Invoicing.

12 SUMMARY OF CHARGES

- 12.1 In Annex 1 Part 4 is a summary breakdown of the Annual Charge, Cadre Fee, New NGD Data Fee and Year Zero Fee anticipated to be payable for each Contract Year during the Term in accordance with the provisions of this Schedule 7.1.

PART B: INFRASTRUCTURE ASSET FEES

1.1 ANNUAL INFRASTRUCTURE FEE

- 1.2 The Parties agree that where, in relation to any Contract Year, the Supplier has used an Infrastructure Asset for Non-PSGA Commercial Purposes in the circumstances described in Paragraphs 2.2, 3.2 or 4.2 below, the Authority shall be entitled to charge an Annual Infrastructure Fee.
- 1.3 Subject to Paragraph 1.4, the Parties agree that the Annual Infrastructure Fee shall be deducted from the Annual Charge Second Instalment in the subsequent Contract Year to the one to which the Annual Infrastructure Fee relates.
- 1.4 Upon expiry of this Agreement, the Parties further agree that the Authority shall be entitled to invoice and the Supplier shall be liable to pay (within 90 days of expiry of this Agreement) the Annual Infrastructure Fee payable in relation to Contract Year 10.
- 1.5 If this Agreement is terminated either in whole or in part in accordance with the provisions of this Agreement, any payments due by the Supplier to the Authority in relation to the Annual Infrastructure Fee shall be assessed in accordance with the Change Control Procedure.

2 ANNUAL REUSE FEE

- 2.1 The only Infrastructure Asset to which this Paragraph 2 applies is the System of Engagement.
- 2.2 Where, in any Contract Year, the entirety of the System of Engagement is directly used by the Supplier for Non-PSGA Commercial Purposes, an Annual Reuse Fee shall be calculated as set out in Paragraph 2.3.
- 2.3 In May of each Contract Year, the Supplier will calculate the Annual Reuse Fee for the previous Contract Year, as follows:

$$\text{Annual Reuse Fee} = \frac{\text{Commercial Infrastructure Revenue}}{\text{Overall Relevant Revenue}} \times \text{Annualised SOE Cost},$$

where:

Annualised SOE Cost means the aggregate of the Annualised Build Cost and Annualised Run Cost, in each case of the SOE

Commercial Infrastructure Revenue means the revenue associated with the use of the entirety of the SOE in the relevant Contract Year for Non-PSGA Commercial Purposes

Overall Relevant Revenue means the aggregate of the Commercial Infrastructure Revenue and the revenue associated with PSGA (i.e. the Annual Charge and the Actual Royalty Amount)

3 ANNUAL REPLICATE FEE

- 3.1 The only Infrastructure Assets to which this Paragraph 3 applies are the Geo-Production System, the ACD System and the AFE System.

- 3.2 Where, in any Contract Year, the entirety of the Architectural Pattern of any or all of the Geo-Production, ACD and AFE Systems is copied and configured by the Supplier to a customer's specific data model, data and workflows, for Non-PSGA Commercial Purposes, an Annual Replicate Fee shall be calculated as set out in Paragraph 3.3.
- 3.3 In May of each Contract Year, the Supplier will calculate the Annual Replicate Fee for the previous Contract Year, as follows:

$$\text{Annual Replicate Fee} = \frac{\text{Commercial Infrastructure Revenue}}{\text{Overall Relevant Revenue}} \times \text{Annualised SOR Cost},$$

where:

Annualised SOR Cost means the Annualised Build Cost of the relevant Infrastructure Asset(s) (i.e. the Geo-Production, ACD and/or AFE System)

Commercial Infrastructure Revenue means the revenue associated with the use of the entirety of the relevant Infrastructure Asset in the relevant Contract Year for Non-PSGA Commercial Purposes

Overall Relevant Revenue means the aggregate of the Commercial Infrastructure Revenue and the revenue associated with PSGA (i.e. the Annual Charge and the Actual Royalty Amount)

4 ANNUAL EXTENSION FEE

- 4.1 The only Infrastructure Asset to which this Paragraph 4 applies is the System of Reference.
- 4.2 Where, in any Contract Year, the entirety of the System of Reference is extended (e.g. to host data or accommodate requirements outside of the scope of the PSGA), and used by the Supplier for Non-PSGA Commercial Purposes, an Annual Extension Fee shall be calculated as set out in Paragraph 4.3.
- 4.3 In May of each Contract Year, the Supplier will calculate the Annual Extension Fee for the previous Contract Year, as follows:

$$\text{Annual Extension Fee} = \frac{\text{Commercial Infrastructure Revenue}}{\text{Overall Relevant Revenue}} \times \text{Annualised Asset Cost},$$

where:

Annualised Asset Cost means the Annualised Build Cost of the System of Reference

Commercial Infrastructure Revenue means the revenue associated with the use of the entirety of the System of Reference in the relevant Contract Year for Non-PSGA Commercial Purposes

Overall Relevant Revenue means the aggregate of the Commercial Infrastructure Revenue and the revenue associated with PSGA (i.e. the Annual Charge and the Actual Royalty Amount)

5 NOTIFICATION

- 5.1 The Supplier will notify the Authority no later than 20 Working Days following the Supplier having entered into a legally binding agreement with a third party under

which the Supplier expects to use an Infrastructure Asset (save in relation to the SOE, in relation to which there shall be no such obligation to notify) in such a way as will result in an Annual Infrastructure Fee.

PART C: INVOICING

- 1.1 The Supplier shall prepare and provide to the Authority for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum, the details set out in Paragraph 1.2 of this Part C together with such other information as the Authority may reasonably require to assess whether the Charges that will be detailed therein are properly payable. If the template invoice is not approved by the Authority then the Supplier shall make such amendments as may be reasonably required by the Authority within ten (10) days of being notified of non approval.
- 1.2 The Supplier shall ensure each invoice is in a form which is aligned with and which provides sufficient information to input into the Authority's electronic purchasing system and contains the following:
 - 1.2.1 the date of the invoice
 - 1.2.2 a unique invoice number
 - 1.2.3 the Contract Year, Half Year or other period(s) to which the relevant Charge(s) relate;
 - 1.2.4 the correct reference for this Agreement;
 - 1.2.5 the reference number of the purchase order to which it relates (if any);
 - 1.2.6 a description of the Services;
 - 1.2.7 a description of any adjustment to the Charges made in accordance with the provisions of this Schedule 7.1;
 - 1.2.8 the total Charges gross and net of any applicable deductions and separately, any VAT or other sales tax payable in respect of each of the same along with the prevailing rate of such taxes;
 - 1.2.9 a breakdown of the total Charges, including those that relate to the Annual Charge by reference to the sample breakdown of the Annual Charge contained in Annex 1 Part 3. Such breakdown shall not be required where the Supplier raises an invoice for the New NGD Data Fee, Cadre Fee or Year Zero Fee (where applicable);
 - 1.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - 1.2.11 the banking details for payment to the Supplier via electronic transfer of funds (ie name and address of bank, sort code, account name and number).

All items at Paragraph 1.2.1 to 1.2.11 of this Part C shall be submitted with each invoice provided to the Authority pursuant to Paragraph 1.8 of this Part C.

- 1.3 The Authority shall (unless otherwise notified to the Supplier) issue separate purchase orders to the Supplier for each of the Charges using the Authority's electronic purchasing system. Such purchase orders shall be issued by the Authority within a reasonable time to enable the Supplier to submit an invoice which is covered by the purchase order.

- 1.4 Upon receipt of a valid purchase order from the Authority (which shall be issued in accordance with Paragraph 1.3 of Part C), the Supplier shall be entitled to invoice the Authority within the timescales as more particularly described in:

1.4.1 Part A Paragraphs 3.17 in relation to the Annual Charge First Instalment;

1.4.2 Part A Paragraph 3.18 in relation to the Annual Charge Second Instalment;

1.4.3 Part A Paragraph 4.8 in relation to the Authority's Final Painshare (if applicable);

1.4.4 Part A Paragraph 9 in relation to the New NGD Data Fee;

1.4.5 Part A Paragraph 10 in relation to the Cadre Fee;

1.4.6 Part A Paragraph 11 in relation to the Year Zero Fee

and all invoices shall be clearly addressed to the Authority's relevant department and submitted through the Authority's electronic purchasing system and in accordance with any instructions provided by the Authority to the Supplier in relation to the use of the Authority's electronic purchasing system from time to time.

- 1.5 If any invoice rendered by the Supplier is paid but any part of it is disputed or subject to question by the Authority and such part is subsequently agreed or determined not to have been properly payable then the Supplier shall promptly repay such part to the Authority.
- 1.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this Schedule 7.1. Where an invoice does not conform to the Authority's requirements set out in this Schedule 7.1, the Authority shall return the disputed invoice to the Supplier within a reasonable time period and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements. The Authority shall not be liable to pay an invoice that is not valid.
- 1.7 If any part of an invoice rendered by the Supplier is disputed or subject to question by the Authority either before or after payment then the Authority may call for the Supplier to provide such further Supporting Documentation and submit oral evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to the Authority.
- 1.8 Each invoice shall at all times be accompanied by sufficient Supporting Documentation which in this Paragraph 1.8 shall mean the Cost MI data and any information supporting the Annual Infrastructure Fee as may be reasonably required by the Authority from time to time to substantiate an invoice.
- 1.9 Payment shall be made by the Authority to the Supplier, in the lawful currency of the United Kingdom, within thirty (30) days from receipt of the undisputed invoices.

Annex 1, Part 1

Annual Charge

Contract Year 1:	£91,663,000
Contract Year 2:	£91,663,000
Contract Year 3:	£91,663,000
Contract Year 4:	£91,663,000
Contract Year 5:	£91,663,000
Contract Year 6:	£91,663,000
Contract Year 7:	£91,663,000
Contract Year 8:	£91,663,000
Contract Year 9:	£91,663,000
Contract Year 10:	£91,663,000

Annex 1 Part 2

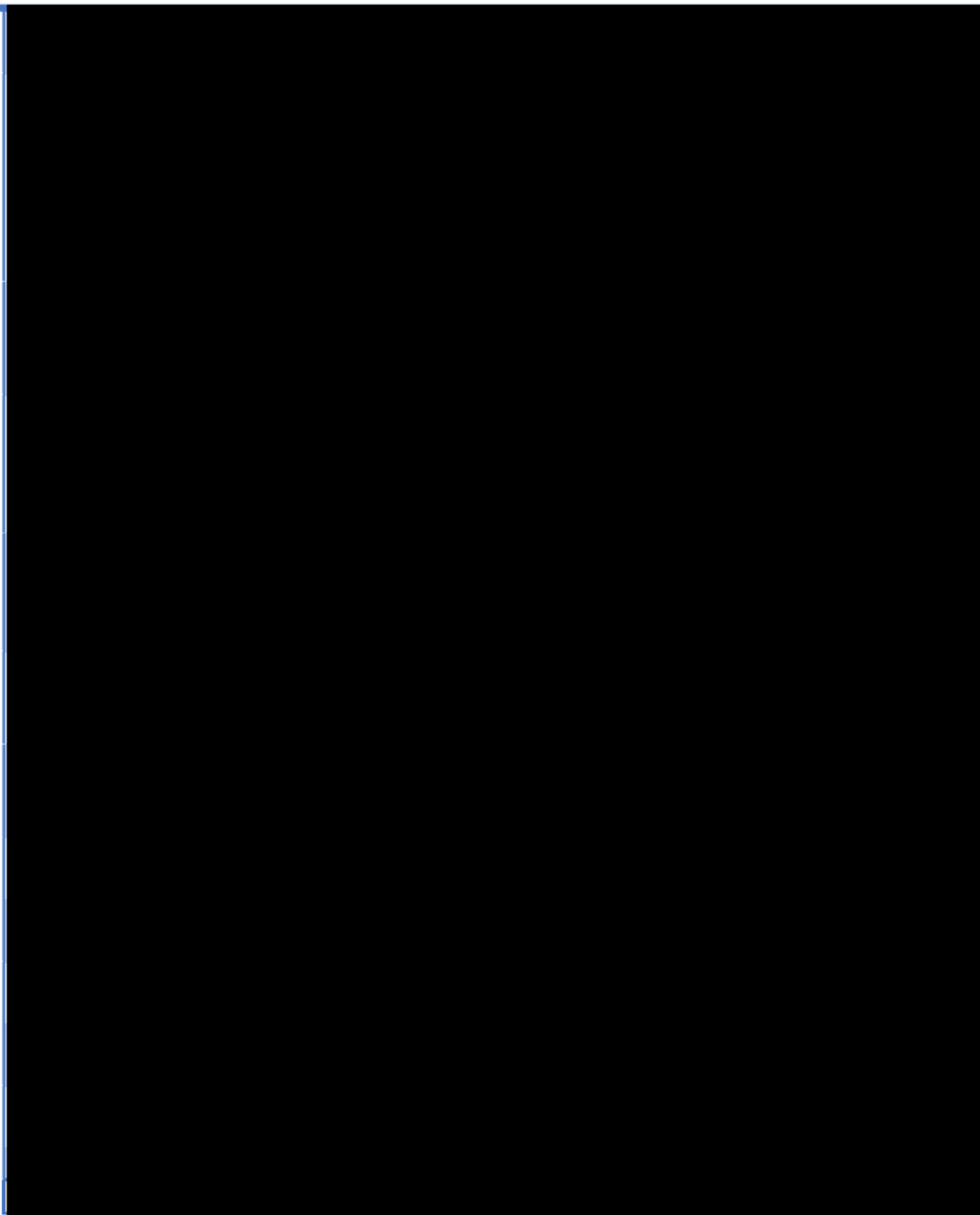
Baseline Royalty Target

Contract Year 1	
Contract Year 2	
Contract Year 3	
Contract Year 4	
Contract Year 5	
Contract Year 6	
Contract Year 7	
Contract Year 8	
Contract Year 9	
Contract Year 10	

Annex 1 Part 3
Breakdown of Annual Charge

Breakdown of Annual Charge for invoicing the Authority

£m



Annex 1 Part 4

Breakdown of Annual Charge, Cadre Fee, New NGD Data Fee and Year Zero Fee

Contract Year	0	1	2	3	4	5	6	7	8	9	10	Total
Annual Charge (Revised annual smoothed fee) (£million)												
Cadre Fee (£million)												
New NGD Data Fee (£million)												
Year Zero Fee (£million)												
Total charges to the Authority before any Incentivisation adjustment (£million)												

SCHEDULE 7.2
PAYMENTS ON TERMINATION

Payments on Termination

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Applicable Supplier Personnel”

any Supplier Personnel who:

- (i) at the Termination Date:
 - a) are employees of the Supplier;
 - b) are Dedicated Supplier Personnel;
 - c) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and
- (ii) are dismissed or given notice of dismissal by the Supplier within:
 - (a) 40 Working Days of the Termination Date; or
 - (b) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and
- (iii) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and
- (iv) the Supplier can demonstrate to the satisfaction of the Authority:
 - a) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
 - b) are genuinely being dismissed for reasons of redundancy; and
 - c) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

“Assets”

all assets and rights used by the Supplier to provide the Services in accordance with this Agreement

“Breakage Costs Payment”

an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3;

“Contract Breakage Costs”

- (i) for any Sub-contract that is a contractual arrangement for occupation of, support of and/or services provided for Supplier premises (an **“RE Sub-contract”**), Contract Breakage Costs shall be a proportion (**“P”**) of the amounts payable by the Supplier to its Sub-contractor for terminating that Sub-contract as a direct result of the termination of this Agreement where P is calculated as follows:

$$P = S/T$$

Where S is the period (in days) from the date of termination of the Agreement to the end of the original Term (ie 10 years from the Effective Date); and

T is the period (in days) from the date of termination of the Agreement to the original expiry or earliest then available break under the Sub-contract

Provided always that P cannot be greater than 1;

- (ii) for any Sub-contract that is not an RE Sub-contract, the Contract Breakage Costs shall be the amounts payable by the Supplier to its Sub-contractors for terminating that Sub-contract as a direct result of the termination of this Agreement;

“Dedicated Supplier Personnel”

all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;

“Infrastructure Investment”

any actual capital expenditure incurred by the Supplier in relation to any Assets for the purposes of providing the Services;

“Redundancy Costs”

the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:

- (a) any statutory redundancy payment; and
- (b) any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to the effective date of their redundancy;

“Smoothing Payment”

any sum calculated in accordance with Paragraph 12 (Smoothing Payment) which shall be added to or deducted from any sum due to the Supplier under Paragraph 2.1(a) and (b);

“Sub-contracts”

has the meaning given in Schedule 1 (*Definitions*);

“Unrecovered Payment”

The amount calculated in accordance with Paragraph 6 below;

2 TERMINATION PAYMENT

2.1 The Termination Payment payable by the Authority in accordance with Clause 34.3 (a) (Payments by the Authority) shall comprise the aggregate of:

- (a) the Breakage Costs Payment; and
- (b) the Unrecovered Payment;

as adjusted by any applicable Smoothing Payment.

2.2 The Authority’s aggregate liability in respect of the Termination Payment payable pursuant to this Schedule 7.2 shall in no event exceed [REDACTED]

3 BREAKAGE COSTS PAYMENT

3.1 The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination of this Agreement which:

- (a) would not have been incurred had this Agreement continued until expiry of the Term;
- (b) are unavoidable, proven, reasonable and not capable of recovery;
- (c) are incurred under arrangements or agreements that are associated with this Agreement;
- (d) are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
- (e) relate directly to the termination of the Services.

4 REDUNDANCY COSTS

4.1 The Authority shall not be liable under this Schedule for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

- 4.2 Where the Supplier can demonstrate that a member of Supplier Personnel will be made redundant following termination of this Agreement, but redeployment of such person is possible and would offer value for money to the Authority when compared with redundancy, then the Authority shall pay the Supplier the actual direct costs incurred by the Supplier or its Sub-contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of [REDACTED] per relevant member of the Supplier Personnel.

5 CONTRACT BREAKAGE COSTS

- 5.1 The Supplier shall be entitled to Contract Breakage Costs only in respect of Sub-contracts which:
- (a) are not assigned or novated to a Replacement Supplier at the request of the Authority in accordance with Schedule 8.5 (Exit Management); and
 - (b) the Supplier can demonstrate:
 - (i) are surplus to the Supplier's requirements after the Termination Date whether in relation to use internally within its business or in providing services to any of its other customers; and
 - (ii) have been entered into by it in the ordinary course of business.

- 5.2 The Supplier shall seek to negotiate termination of any Sub-contracts with the relevant Sub-contractor using all reasonable endeavours to minimise the cancellation or termination charges.

6 UNRECOVERED PAYMENT

- 6.1 The amount of the Unrecovered Payment shall be the lesser of the following sums, (which sum shall then be reduced by an appropriate amount to take account of accelerated receipt):
- (a) The Infrastructure Investment costs incurred by the Supplier in the performance of this Agreement to the extent that the same remain at the Termination Date to be recovered through the Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7.1 (*Charges and Invoicing*);
 - (b) the sum of £15 million (fifteen million pounds sterling) or such other sum as shall be set in accordance with Paragraph 6.2 (the "**Annual Asset Amortisation Threshold**") multiplied by the number of Contract Years (or part Contract Years) between the Termination Date and the original end of the Term.
- 6.2 The Annual Asset Amortisation Threshold shall be £15million (fifteen million pounds sterling) except where:
- (a) the Authority has agreed with the Supplier a change in the Annual Asset Amortisation Threshold on the basis of a changed Asset investment profile agreed with the Supplier; or

- (b) where the obligation on the Authority to pay the Termination Payment does not result from the Authority's exercise of its right to terminate this Agreement in accordance with Clause 33.3 AND the Supplier has given the Authority notice (prior to the date of the relevant Termination Notice) of its intention to increase the Supplier's Asset investment profile that would justify an Annual Asset Amortisation Threshold in excess of £15 million (or any different current amount set in paragraph 6.2(a)) PROVIDED ALWAYS that the Annual Asset Amortisation Threshold cannot in any event be greater than £17 million (seventeen million pounds sterling).
- 6.3 Where the Authority proposes to contract with the Supplier for any Replacement Services, the Supplier shall exclude from its charges for those Replacement Services the amount of any Unrecovered Payment already made by the Authority in relation to Assets that the Supplier intends to use in the provision of the Replacement Services. The Supplier acknowledges that it will not be able to recover any payment for such Assets in the provision of the Replacement Services on the basis it has already received payment for such Assets by way of the Unrecovered Payment.
- 6.4 The Supplier shall identify those Assets which it intends to use to provide the Replacement Services (the "**Recycled Assets**"). The financial contribution made by the Authority in relation to the Recycled Assets by virtue of the Unrecovered Payment shall be deemed to be the "**Authority Contribution**".
- 6.5 The Supplier shall demonstrate, to the Authority's reasonable satisfaction, that any pricing proposal to the Authority to provide the Replacement Services fully accounts for the Authority Contribution.
- 6.6 Without prejudice to Part B of Schedule 7.5, the Supplier agrees to provide such information as the Authority reasonably requires in order to audit and verify the amounts and calculations referenced under this Paragraph 6 (Unrecovered Payment) provided that such information shall only be requested following issue of a Termination Notice.

7 SMOOTHING PAYMENT

- 7.1 The Parties acknowledge that the Annual Charge payable by the Authority pursuant to this Agreement has been modelled with reference to an **Amended Payment Profile** set out in Annex 1 such that it represents a fixed level of payment, as indexed in accordance with Schedule 7.1 (Charges and Invoicing). As a consequence, at the Termination Date, the Authority may be ahead or behind of the payments that would have been made using the **Ordinary Payment Profile** set out in Annex 1. The Parties agree to apply the Smoothing Payment as part of the Termination Payment in order to take account of whether at the Termination Date the Authority is ahead or behind what Annual Charges would have been due if the Ordinary Payment Profile had been applied.
- 7.2 The Smoothing Payment shall be calculated as follows:

Smoothing Payment = (the Ordinary Payment Profile Annual Charge Payment) *minus* (the Actual Annual Charge Payment)

- 7.3 The Actual Annual Charge Payment shall be calculated by aggregating all the Annual Charges paid (or payable) by the Authority to the Supplier from the Effective Date to the Termination Date. This shall include, for the avoidance of doubt, the indexation adjustments to the Annual Charge applied in accordance with Schedule 7.1 (Payments and Invoicing).
- 7.4 The Ordinary Payment Profile Annual Charge Payment shall be calculated by aggregating all the Annual Charges that would have been paid (or payable) by the Authority to the Supplier from the Effective Date to the Termination Date if the Ordinary Payment Profile had been applied. In order to calculate this figure indexation shall be applied in respect of each Contract Year following Contract Year 1.
- 7.5 To the extent that the Smoothing Payment is a positive number then such figure shall be added to the aggregate of the Breakage Costs Payment and the Unrecovered Payment payable by the Authority to the Supplier under Paragraph 2.1(a) and (b). Where the Smoothing Payment is a negative number then such figure shall be deducted from the amount payable by the Authority to the Supplier under Paragraph 2.1(a) and (b). To the extent that the overall figure payable by the Authority to the Supplier under Paragraph 2 is a negative number then the Supplier shall pay that amount to the Authority in accordance with the payment terms set out in Schedule 7.1 (Payments and Invoicing).
- 7.6 The Parties agree that any Contract Change in accordance with Schedule 8.2 (Change Control Procedure) shall also assess any consequent amendments to the Ordinary Payment Profile and the Amended Payment Profile.
- 7.7 In Annex 1 (Smoothing Payment Worked Example) is a worked example of how the Smoothing Payment would be calculated.

8 MITIGATION OF CONTRACT BREAKAGE COSTS, REDUNDANCY COSTS AND UNRECOVERED PAYMENT

- 8.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate and in so doing equitably reduce the Contract Breakage Costs, the Redundancy Costs and the amount of any Unrecovered Payment payable by the Authority to the Supplier by:
- (a) the appropriation of Assets, employees and resources for other purposes;
 - (b) at the Authority's request, assigning any Sub-contracts (which the Authority and the Supplier agree are to be assigned pursuant to Paragraph 6.2(c) of Schedule 8.5 (Exit Management)) to the Authority or a third party acting on behalf of the Authority; and
 - (c) in relation to Sub-contracts that are not to be assigned to the Authority or another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.
- 8.2 In the event of a Dispute arising over whether the Supplier can use any Assets, employees and/or resources for other purposes and/or over the amount of any equitable reduction of the Contract Breakage Costs, Redundancy Costs and the amount of the Unrecovered Payment in accordance with Paragraph 8.2, either Party may refer the matter to be determined in accordance with Schedule 8.3 (Dispute Resolution Procedure).

9 FULL AND FINAL SETTLEMENT

Save for any unpaid Charges for Services received by the Authority up until the Termination Date which shall be payable in accordance with Schedule 7.1 (Charges and Invoicing), the Termination Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Authority of this Agreement pursuant to Clause 33.1(a) (Termination by the Authority), Clause 33.3 (Break Clause), or termination of this Agreement by the Supplier pursuant to Clause 33.6 (a) (Termination by the Supplier) (as applicable) and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

10 INVOICING FOR THE PAYMENTS ON TERMINATION

All sums due under this Schedule shall be payable by the Authority to the Supplier in accordance with the payment terms set out in Schedule 7.1 (*Charges and Invoicing*).

11 SET OFF

The Authority shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

12 NO DOUBLE RECOVERY

- 12.1 If any amount payable under the Schedule in whole or in part relates to or arises from any Transferring Assets then, to the extent that the Authority makes any payments pursuant to Schedule 8.5 (Exit Management) in respect of such Transferring Assets then, such payments shall be deducted from the amount payable pursuant to this Schedule.
- 12.2 The value of the Termination Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges (ie in relation to a period which is after the date on which termination takes effect) or the financial benefit of any other rights or remedy given under this Agreement so that there is no double counting in calculating the relevant payment
- 12.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

Annex 1 - Smoothing Payment Worked Example

Year	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
All numbers are in £m	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10
Annual charge (not smoothed) - Ordinary Payment Profile	90.392	93.157	95.880	98.316	95.223	90.534	90.131	88.305	87.376	87.315
Annual Charge - smoothed - Amended Payment Profile	91.663	91.663	91.663	91.663	91.663	91.663	91.663	91.663	91.663	91.663
Overpayment or underpayment by Authority in Contract Year	1.271	- 1.494	- 4.217	- 6.653	- 3.560	1.129	1.532	3.358	4.287	4.348
Non-indexed - aggregate overpayment or underpayment by Authority at end of Contract Year	1.271	- 0.223	- 4.440	- 11.093	- 14.653	- 13.525	- 11.993	- 8.635	- 4.348	0.000

Unindexed example - using the Amended Payment Profile if termination occurred at the end of Contract Year 7 the Authority would be £11.993m behind the payments that would have been made if the ordinary Payment profile was used. In this example £11.993m would be added to the Termination Payment.

Smoothing Payment = Ordinary Payment Profile Annual Charge Payment - Amended Payment profile

Ordinary Payment Profile = payments from Contract Year 1 to 7 inclusive = £653.634m

Amended Payment profile = payments from Contract Year 1 to 7 inclusive = £641.641m

Smoothing Payment = £653.634m - £641.641m = £11.993m

Indexed example - using the Amended Payment Profile if termination occurred at the end of Contract Year 7 the calculation would be as follows:

Smoothing Payment = Ordinary Payment Profile Annual Charge Payment - Amended Payment profile

Ordinary Payment Profile Annual Charge Payment = payments from Contract Year 1 to 7 inclusive with indexation applied from Contract Year 2 onwards where indexation is applied to each subsequent Contract Year

Amended Payment profile = payments from Contract Year 1 to 7 inclusive with indexation applied from Contract Year 2 onwards where indexation is applied at the start of each Contract year and indexed back to the base date in accordance with Schedule 7.1 (Charges and Invoicing)

SCHEDULE 7.3

NOT USED

SCHEDULE 7.4

NOT USED

SCHEDULE 7.5
FINANCIAL REPORTS AND AUDIT RIGHTS

SCHEDULE 7.5**FINANCIAL REPORTS AND AUDIT RIGHTS****1 DEFINITIONS**

In this Schedule, the following definitions shall apply:

“Annual Infrastructure Fee Data”	complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify any Annual Infrastructure Fee paid or payable including details and all assumptions relating to the Supplier’s costs in relation to the Annual Infrastructure Fee broken down against each component of any Annual Infrastructure Fee including the Annual Reuse Fee, Annual Replicate Fee and Annual Extension Fee and any calculation undertaken by the Supplier in relation to such Annual Infrastructure Fee;
“Audit Agents”	(a) the Authority’s internal and external auditors; (b) the Authority’s statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury and Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
“Cost MI”	means the Open Book Data, the Annual Infrastructure Fee Data and Royalty Data which is to be produced, stored and maintained by the Supplier including such information as is to be provided by the Supplier to the Authority under Schedule 7.5 (Financial Reports and Audit Rights);
“Financial Transparency Objectives”	has the meaning given in Paragraph 1 of Part A;
“TPE Report”	The termination payment estimate report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B;
“Open Book Data”	complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify any Termination Payment already paid or payable, costs in relation to any proposed Contract Change

during the Term of this Agreement including details and all assumptions relating to the Supplier's costs in relation to any Termination Payment already paid or payable broken down against each component of any Termination Payment including Redundancy Costs, Contract Breakage Costs and any calculation undertaken by the Supplier in relation to the Smoothing Payment and the Unrecovered Payment in relation to such Termination Payment including any depreciation policy applied by the Supplier in the calculation of the Unrecovered Payment;

"Royalty Data"

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the calculation of any Gainshare, Painshare, SuperGainshare and Extended SuperGainshare in accordance with Schedule 7.1 (Charges and Invoicing) including details of all of the Supplier's royalties generated by licensing NGD Data for commercial re-use by licensed and internal partners and details of any Incremental Costs, Deductible Costs and Internal Costs (as defined in Schedule 7.1 (Charges and Invoicing)) which are taken into account when undertaking the relevant calculations under Schedule 7.1 (Charges and Invoicing) during the Term of this Agreement.

PART A

Financial Transparency Objectives and Open Book Data

1. FINANCIAL TRANSPARENCY OBJECTIVES

1.1 The Supplier acknowledges that the provisions of this Schedule 7.5 (Financial Reports and Audit Rights) are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

- (a) for the Authority to understand the calculation of any Gainshare, Painshare, SuperGainshare or Extended SuperGainshare during the Term of this Agreement;
- (b) for the Authority to understand the calculation of any Termination Payment paid or payable by the Authority pursuant to this Agreement;
- (c) for the Authority to understand any Annual Infrastructure Fee paid or payable during the Term of this Agreement;
- (d) for both Parties to agree the quantitative impact of any Changes and/or Contract Changes and to identify how these could be mitigated and/or reflected in the Charges;
- (e) to facilitate the Authority in its objective to demonstrate that it is achieving value for money;

(together the “Financial Transparency Objectives”).

2. COST TRANSPARENCY AND COST MANAGEMENT INFORMATION

2.1 During the Term, and for a period of seven (7) years following the end of the Term, the Supplier shall maintain and retain all Open Book Data and Royalty Data upon which the Cost MI is based.

2.2 During the Term, the Supplier shall provide the Authority and/or the Audit Agents full access to all the Cost MI in accordance with this paragraph and in doing so shall:

- (a) consistently, openly, willingly and proactively share with the Authority the information that the Supplier collects and uses internally to deliver and manage its delivery of the Services insofar as it relates to the Cost MI;
- (b) ensure that the Authority is not reliant solely on the accuracy of the Authority’s own enquiries to elicit information that may be relevant to the effective operation of this Agreement and can rely on the information prepared, recorded and provided by the Supplier;
- (c) maintain the purpose and derivation of the information throughout the Term, including during and after the implementation of any Changes;
- (d) enable the Authority to carry out efficient and timely root-cause analyses in relation to the Cost MI;
- (e) ensure that all Cost MI provided or made available to the Authority is the same as the Cost MI the Supplier uses for its own reporting;

- (f) provide Cost MI that requires no or minimal reprocessing by the Authority to understand, verify and validate and does not require the Authority to draw its own conclusions from voluminous, disparate, disorganised and unconnected data;
 - (g) maintain the capability to provide financial modelling, financial analysis, performance analysis and any other activities relating to the production and analysis of the Cost MI;
 - (h) promptly rectify errors identified in Cost MI and reimburse the Authority for any excess sums paid by the Authority, or any associated costs or expenses incurred by the Authority, as a result of such errors.
- 2.3 The Supplier shall ensure that the Cost MI is at all times comprehensive, complete, up-to-date and accurate.
- 2.4 During the Term, the Cost MI shall be produced, stored and maintained:
 - (a) consistently with the Supplier's own internal policies and in accordance with Good Industry Practice;
 - (b) in chronological order, as appropriate for the Cost MI concerned and where such an approach is in keeping with Good Industry Practice;
 - (c) within organised systems, in a form which maintains their integrity, context and authenticity and which enables the efficient audit and inspection of the Cost MI by the Authority pursuant to this Schedule 7.5 (Financial Reports and Audit Rights);
 - (d) using a method of storage which allows reasonable access and duplication by the Authority in accordance with this Agreement;
 - (e) in such a manner that the Authority could, if required, and subject to appropriate confidentiality arrangements where requested by the Supplier facilitate the commencement of the Replacement Services immediately on expiry or termination of this Agreement; and
 - (f) so as to enable clear and straightforward segregation and visibility of the Cost MI relating to this Agreement from any other records of the Supplier and the transfer of the Cost MI to the Authority efficiently and without undue expense or delay on expiry or termination in whole or part of this Agreement.
- 2.5 The Supplier shall ensure that the Cost MI is at all times:
 - (a) updated and stored in safe storage, all in accordance with the security requirements set out in this Agreement and that they are audited by the Supplier at intervals not exceeding twelve (12) Months; and
 - (b) kept at such location or locations as are agreed by the Authority, such agreement not to be unreasonably withheld.
 - (c) Without prejudice to any requirement of Law, all Cost MI shall be retained for no less than a period of seven (7) years after creation. Cost MI which has been superseded but is still of historical, contractual or legal significance shall be retained for at least seven (7) years after being superseded.
- 2.6 At the request of the Authority, which request shall be made whilst this Agreement remains in effect or within seven (7) years following expiry or termination of this Agreement, the Supplier shall provide reasonable assistance

to the Authority and its agents in exercising the rights granted under this Schedule 7.5 (Financial Reports and Audit Rights). The Supplier shall provide such facilities as the Authority may reasonably require for its representatives to visit any place where the Cost MI is held.

2.7 The Supplier shall ensure that all Cost MI:

- (a) is provided in accordance with Clause 12, Schedule 8.4 (Records Provisions/Management Information) and the provisions set out in this Schedule 7.5 (Financial Reports and Audit Rights);
- (b) is relevant and presented at an appropriately meaningful level of detail to inform and enable the decision-making process (e.g. not at such a high level that it fails to provide sufficient detail, and not so detailed as to make it unmanageable);

3. FURTHER INFORMATION

The Authority may upon reasonable notice require the Supplier to submit information to support or substantiate any aspect of the Cost MI, including any other supporting documentation or information required under this Agreement or reasonably required by the Authority in relation to the Cost MI and which the Supplier shall supply within a reasonable time at no additional cost to the Authority including in particular any information that may be required by the Authority for the purpose of preparing financial statements in accordance with the Government Financial Reporting Manual or any replacement or successor manual or guidance thereto.

PART B

TPE Reports

1. PROVISION OF THE TPE REPORT

TPE Report

- 1.1 At any time following the end of Contract Year 2, the Authority may request a TPE Report ("**Request for TPE Report**"). The Authority shall only be entitled to request 1 TPE Report in any 6 month period during the Term.
- 1.2 Upon receipt of a Request for TPE Report from the Authority, the Supplier shall within 20 Working Days (or such other timescale agreed between the Parties), provide a TPE Report which shall contain an accurate written estimate of the Termination Payment that would be payable by the Authority based on a postulated Termination Date specified in the Request for TPE Report (such estimate being the "**Termination Estimate**"). The Termination Estimate shall be contained in the TPE Report and shall:
 - (a) include:
 - (i) details of the mechanism by which the Termination Payment is calculated;
 - (ii) full particulars of the estimated Contract Breakage Costs and Redundancy Costs and appropriate supporting documentation;
 - (iii) full particulars of the estimated Unrecovered Payment (including those details as more particularly described in Annex 1);
 - (iv) full particulars of the estimated Smoothing Payment; and
 - (v) such other information as the Authority may reasonably require; and
 - (b) state the period for which that Termination Estimate remains valid, which shall be not less than 20 Working Days.
- 1.3 The Supplier acknowledges that issue of a Request for TPE Report shall not be construed in any way as to represent an intention by the Authority to terminate this Agreement.
- 1.4 If the Authority issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Authority.

PART C

Audit Rights

1. AUDIT RIGHTS

1.1. The Authority, acting by itself or through its Audit Agents, shall have the right at any time during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier of the Supplier's obligations under this Agreement, including for the following purposes:

- (a) to verify the accuracy of the royalties received by the Supplier as more particularly described in Paragraph 1.1(a) of Part A of this Schedule 7.5 (Financial Reports and Audit Rights);
- (b) to verify the accuracy of any Termination Payment paid or payable by the Authority pursuant to this Agreement;
- (c) to verify the costs in relation to any proposed Contract Change;
- (d) to consider the accuracy and completeness of any Unrecovered Payment estimate provided as part of a TPE Report;
- (e) to verify the Cost MI;
- (f) to verify the Supplier's compliance with this Agreement and applicable Law;
- (g) to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) to review any books of account and the internal contract management accounts kept by the Supplier in connection with the royalties received by the Supplier as more particularly described in Paragraph 1.1(a) of Part A of this Schedule 7.5 (Financial Reports and Audit Rights) or any Termination Payment;
- (i) to carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (j) to enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (k) to verify the accuracy and completeness of any Information delivered or required by this Agreement provided always that the Authority and/or Audit Agents shall not, save as expressly indicated otherwise in this Schedule 7.5, have a right to obtain any open book data in relation to the Charges including in particular in relation to the breakdown of the Annual Charge referred to in Paragraph 1.2.9 of Part C of Schedule 7.1 (Charges and Invoicing);

- (l) to review any Performance Monitoring Report and/or Quarterly Performance Monitoring Report and/or Annual Report relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - (m) to review the accuracy and completeness of the Registers;
 - (n) to review the Supplier's quality management systems (including all relevant Quality Plan and any quality manuals and procedures);
 - (o) to review the Supplier's compliance with the Standards;
 - (p) to review the integrity, confidentiality and security of the Authority Personal Data; and
 - (q) to receive from the Supplier on request summaries of all central Government public sector expenditure placed with the Supplier in order to verify that the Supplier's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 1.2. Except where an audit is imposed on the Authority by a regulatory body or, where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Authority may not conduct an audit of the Supplier more than twice in any Contract Year.
- 1.3. Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier for the purposes of and pursuant to applicable Law.

2. CONDUCT OF AUDITS

- 2.1. The Authority shall provide reasonable notice prior to ordering or conducting an audit and during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
- 2.2. Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and the Audit Agents with all reasonable co-operation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:
- (a) all information requested by the Authority within the permitted scope of the audit, including, but not limited to, any Cost MI and Open Book Data and/or Royalty Data (including data stored on IT systems) to the extent permitted under the Data Protection Act 2018;
 - (b) reasonable access to any offices or sites of the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - (c) supervised access to the Supplier's information technology systems; and

- (d) access to Supplier Personnel.
- 2.3. The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Performance Measures at a level of detail sufficient to verify compliance with the Performance Measures.
- 2.4. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- 2.5. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Paragraph 2.

3. USE OF SUPPLIER'S INTERNAL AUDIT TEAM

- 3.1. As an alternative to the Authority's right pursuant to Paragraph 1.1 to exercise an audit either itself or through its Audit Agents, the Authority may require in writing that an audit is undertaken by the Supplier's own internal audit function where such audit is already planned for any of the purposes set out in Paragraph 3.1. Where an audit is not already planned by the internal audit function, the parties shall meet to agree any costs prior to any audit taking place.
- 3.2. Following the receipt of a request from the Authority under Paragraph 3.1 above, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Authority has unfettered access to:
 - (a) the resultant audit reports; and
 - (b) all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.

4. RESPONSE TO AUDITS

- 4.1. The Supplier shall have the right to respond to all audit findings and the Parties shall discuss in good faith the audit findings and attempt to resolve any disagreements. If an audit undertaken pursuant to Paragraphs 1 or 3 of this Part C identifies that:
 - (a) the Supplier has committed a Default, the Authority may (without prejudice to any rights and remedies the Authority may have) require the Supplier to correct such Default as soon as reasonably practicable and, if such Default constitutes a Notifiable Default, to comply with the Rectification Plan Process;
 - (b) there is an error in the TPE Report, the Supplier shall promptly rectify the error;
 - (c) the Authority has overpaid any Termination Payment, the Supplier shall pay to the Authority:
 - (i) the amount overpaid;

- (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Authority up to the date of repayment by the Supplier; and
- (iii) the reasonable costs incurred by the Authority in undertaking the audit,

and the Authority may exercise its right to deduct such amount from the Charges if it prefers

Annex 1

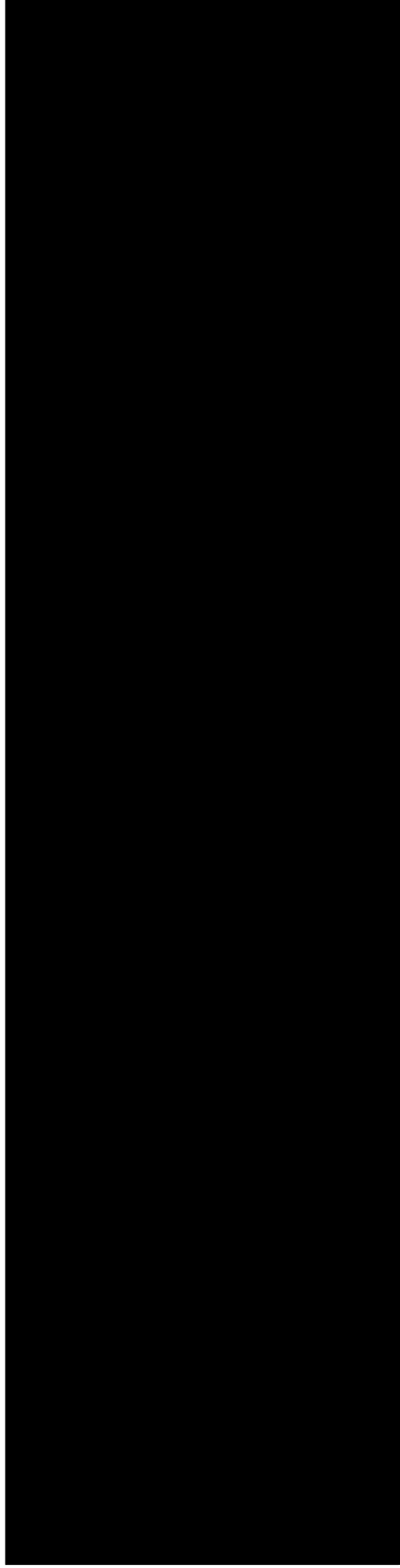
Calculation of Unrecovered Payment for the TPE Report

In relation to the Unrecovered Payment, each TPE Report shall contain:

- (i) An Asset investment profile outlining assumed investment activity (in the format set out in the example Asset investment profile in Part 1 below); and
- (ii) An Unrecovered Payment estimate using forecast balance sheet positions and transparency of how this has been calculated (in the format set out in the example Unrecovered Payment estimate in Part 2 below)

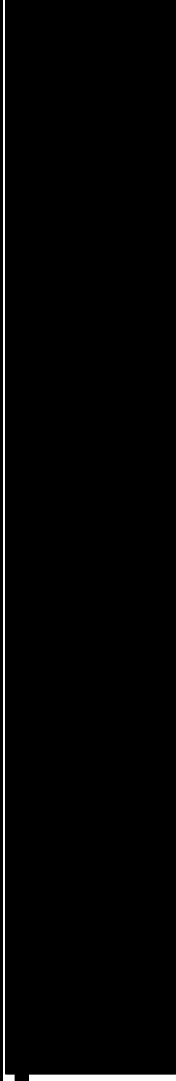
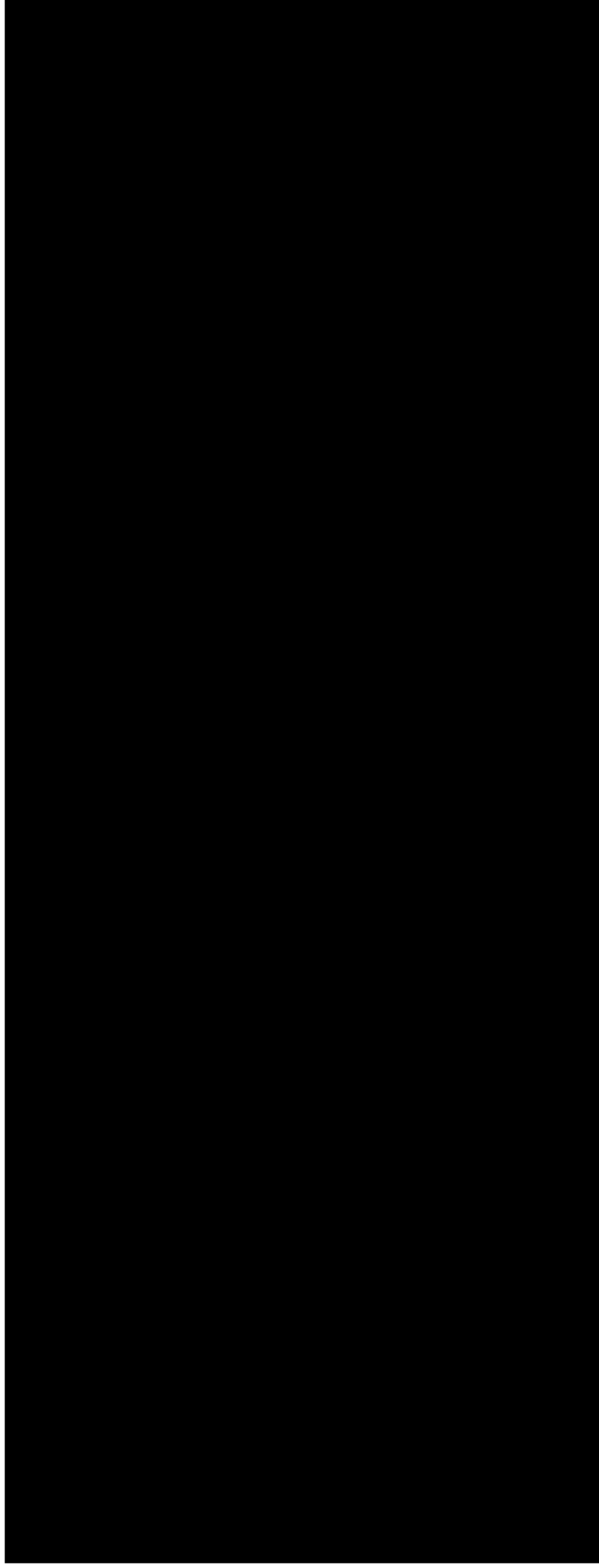
1. Asset investment profile example (figures in table are £m)

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2. Unrecovered Payment estimate example (figures in table are £m)

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SCHEDULE 8.1

GOVERNANCE

Governance

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Assurance Group”	means a group established by the Authority with the role and remit set out in Paragraph 4 of this Schedule 8.1 (<i>Governance</i>);
“Assurance Group Members”	means members of the Assurance Group invited to join the Assurance Group by the Authority from Central Government Departments that directly or indirectly benefit from this Agreement or have agencies or arm’s length bodies that benefit from this Agreement;
“Assurance Group ToRs”	means the terms of reference for the Assurance Group as referred to in Paragraph 4.4 of this Schedule 8.1 (<i>Governance</i>);
“Revised Plans”	means the revised draft of the proposed new Plans in accordance with Paragraph 2.11 of this Schedule 8.1 (<i>Governance</i>);
“Plans”	means the plans listed in Paragraphs 2.7(f) and approved and updated in accordance with the process in Paragraph 2 of this Schedule 8.1 (<i>Governance</i>);
“Senior Representatives Planning Meeting”	means an annual meeting between the Authority Senior Representative and the Supplier Senior Representative held in accordance with Paragraph 3.3 of this Schedule 8.1 (<i>Governance</i>);
“Senior Representatives Review Meeting”	means an annual meeting between the Authority Senior Representative and the Supplier Senior Representative held in accordance with Paragraph 3.1 of this Schedule 8.1 (<i>Governance</i>);
“User Engagement Activities”	means the activities to be to be carried out under each User Engagement Themes in accordance with Part 12 (<i>User Engagement</i>) of Schedule 2.1 (<i>Services Description</i>);
“User Engagement Plan”	means the programme for user engagement approved by the Authority in accordance with Paragraph 2 and Paragraph 6 of this Schedule 8.1 (<i>Governance</i>);

“User Engagement Report” means the report of each User Engagement Activity produced by the Supplier under Part 12 (*User Engagement*) of Schedule 2.1 (*Services Description*); and

“User Engagement Themes” means the main focus of User Engagement Activities, as determined by the Authority in accordance with Paragraph 6.2 of this Schedule 8.1 (*Governance*).

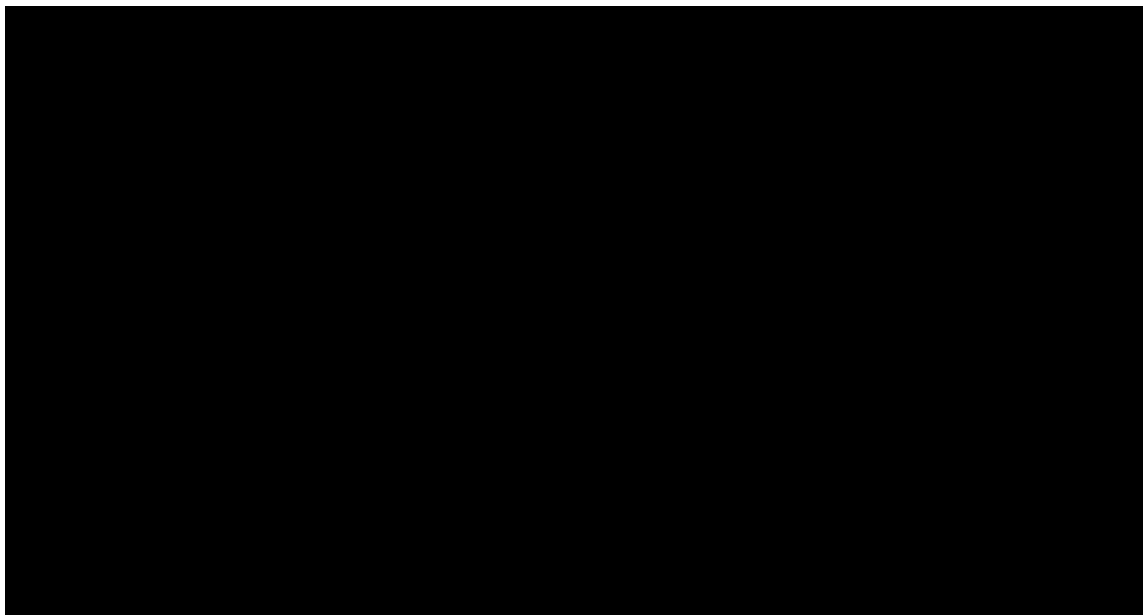
2 MANAGEMENT OF THE SERVICES

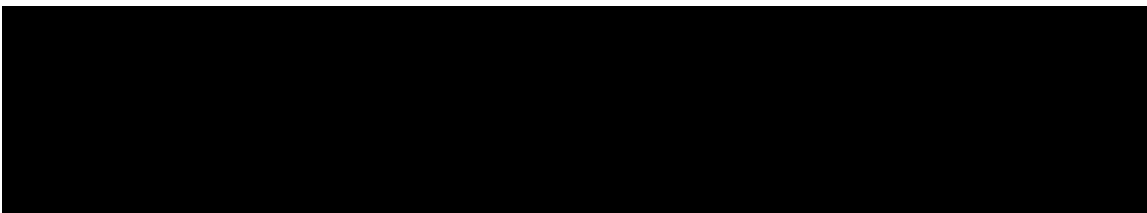
- 2.1 The Supplier and the Authority shall each appoint an Agreement Manager for the purposes of this Agreement through whom the Services shall be managed on a day-to-day basis.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis for the management of this Agreement in accordance with this Schedule 8.1 (*Governance*).
- 2.3 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement and any Business Continuity Plan.
- 2.4 The Supplier shall promptly notify the Authority of risks and contingencies that it identifies.
- 2.5 The Agreement Managers shall meet Monthly to enable the Agreement Managers to perform their roles under the Agreement including the responsibilities described in Paragraph 2.7 of this Schedule 8.1 (*Governance*).
- 2.6 The Supplier Manager shall provide to the Authority Manager a performance report by the end of the tenth Working Day of each Month, the format and content of such reports to be agreed between the Agreement Managers.
- 2.7 The Agreement Managers’ key responsibilities are (without limitation):
 - (a) to provide on-going performance monitoring of all aspects of the agreed Outline Delivery Plan against the overall delivery of the Agreement, including Monthly reports on the Supplier’s performance against applicable Key Performance Indicators and Key Delivery Milestones, using such tools as may be agreed between the Agreement Managers;
 - (b) to assess and manage Change Requests in accordance with Schedule 8.2 (*Change Control Procedure*) and provide supporting statements if necessary;
 - (c) to maintain a change control log in respect of changes to the Agreement;
 - (d) to review and report on Digital Services that are set out in Part 2 (*Access to and use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*), including in respect of:
 - (i) the performance of the Digital Services against their corresponding Key Performance Indicators;

- (ii) any Digital Services incidents at Severity 1 and 2 as set out in Paragraph 9.5 of Part 2 (*Access to and use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*) that have occurred within the previous Service Period and any further actions required;
 - (iii) any Planned Maintenance as per Paragraph 9.6 of Part 2 (*Access to and use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*), during the previous or for the next Service Period, with outcomes and any further actions required; and
 - (iv) Digital Services risks;
- (e) to obtain the approval by the Parties of:
 - (i) the long term Research and Development Plan pursuant to Paragraph 2.2.1 of Part 4 (*Research and Development*) of Schedule 2.1 (*Services Description*);
 - (ii) the long term International Engagement Plan pursuant to Paragraph 1.2 of Part 6 (*International Commitments on Behalf of UK Government and Setting International and National Standards*) of Schedule 2.1 (*Services Description*); and
 - (iii) the long term International Standards Plan pursuant to Paragraph 1.2 of Part 6 (*International Commitments on Behalf of UK Government and Setting International and National Standards*) of Schedule 2.1 (*Services Description*);
- (f) to obtain the approval by the Senior Representatives of annual objectives and plans for the following for each year of the Agreement:
 - (i) User Engagement Plan;
 - (ii) annual updates to the Research and Development Plan;
 - (iii) Customer Support Plan;
 - (iv) Educational Support Plan;
 - (v) annual updates to the International Standards Plan;
 - (vi) annual updates to the International Engagement Plan; and
 - (vii) Communications Plan together with its objectives;
- (g) to identify any other items and risks which may have an implication for the Agreement;
- (h) to review and report on agreed metrics specified in Part B of Schedule 2.2 (*Performance Levels*) that are intended to be collected and provided by the Supplier to support any economic benefit assessment that may be carried out by the Authority in respect of the Agreement;

- (i) to discuss and agree the priority and focus of the activities in Level 4 of the Table under Paragraph 4.3 and Paragraph 6 of Part 10 (*Technical Support*) of Schedule 2.1 (*Services Description*); and
 - (j) to maintain a shared risk register.
- 2.8 The Parties acknowledge and agree that the first iteration of the Plans have been provided to the Authority Manager in advance of the Effective Date.
- 2.9 The Authority shall review the first iteration of the Plans submitted in accordance with Paragraph 2.8 of this Schedule 8.1 (*Governance*) and may propose amendments to each Plan. The Parties, acting reasonably, shall agree changes to the first iteration of the Plans and the Supplier shall submit the final version of the Plans for agreement of the Authority no later than 30 April 2020.
- 2.10 The Agreement Managers shall review and agree a new version of the Plans on an annual basis. No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year.
- 2.11 The Authority shall review the Revised Plans and may submit proposed amendments to the Supplier by the following 31 January in the same Contract Year. The Supplier shall submit a further draft of the Revised Plans to the Authority for agreement no later than 31 March in the same Contract Year. The Parties agree that each Revised Plan, agreed to by the Authority in the preceding Contract Year, shall take effect from 1 April in the following Contract Year.
- 2.12 Subject to Paragraphs 2.13 and 2.14 of this Schedule 8.1 (*Governance*), if the Revised Plans are not agreed to by the Authority by 31 March of the Contract Year in which the Revised Plans are submitted, then the Parties may determine the content of the Revised Plans by using the Dispute Resolution Procedure, save that the Parties agree that such a Dispute may, as an exception to the standard Dispute Resolution Procedure, only be escalated for resolution as far as Ministerial level. If Ministers are unable to agree a resolution, then the Parties agree that the Minister on behalf of the Authority shall determine the relevant Plan (a “**Mandated Plan**”).

2.13



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- 2.14 The costs listed in Paragraph 2.13 of this Schedule 8.1 (*Governance*) shall be “subject to indexation” and accordingly shall be adjusted in accordance with the provisions of Schedule 7.1 (*Charges and Invoicing*) to reflect the effects of inflation.
- 2.15 The Supplier shall implement each agreed Plan or Mandated Plan from 1 April in each Contract Year.
- 2.16 The Supplier shall deliver the Communication Plans through a variety of regular communications to all Members.
- 2.17 The Communications Plan will include, but will not be limited to, the following:
- (a) activities that articulate the value of the Agreement and share quarterly reporting measurements, as appropriate;
 - (b) circulation of regular OS Data and Digital Service notification updates;
 - (c) circulation of Member newsletters, as required, on OS Data and / or Digital Service enhancements, release schedules, and updates to OS Deliverables;
 - (d) promotion of Member best practice and associated applications, knowledge sharing, and any content agreed by both Parties; and
 - (e) planning and delegation of the management and delivery by the Supplier of a minimum of 4 regional and/or national events per Contract Year in support of the Agreement provided that:
 - (i) one of the four events delivered each year will be held in Wales if the Welsh Government is a Member; and
 - (ii) one of the four events delivered each year will be held in Scotland if the Scottish Government is a Member.

3 SENIOR REPRESENTATIVES REVIEW

- 3.1 A Senior Representatives Review Meeting shall be held during each Contract Year on a date to be agreed between the Parties to review the annual report for the applicable Contract Year, including the following:
- (a) performance against Key Performance Indicators and Key Delivery Milestones; and
 - (b) performance against each Plan;

- (c) any other performance reports, including in respect of any Business Continuity Plan or service maintenance issues, as may be within the remit of the Agreement Managers to report on under this Schedule 8.1 (*Governance*) or is otherwise delivered under the terms of this Agreement.
- 3.2 The Supplier shall circulate the paper(s) to be discussed at each Senior Representatives Review Meeting to the Senior Representatives no later than 10 Working Days prior to the date of such Senior Representatives Review Meeting.
- 3.3 A Senior Representatives Planning Meeting shall be held during each Contract Year on a date to be agreed between the Parties to review and agree the following:
 - (a) the Service Continuity Plan;
 - (b) the annual objectives;
 - (c) the Plans submitted to the Authority by the Supplier under Paragraph 2.8 and 2.10 of this Schedule 8.1 (*Governance*);
 - (d) any other plans or reports the Parties agree that the Senior Representatives should review.

The Parties shall agree which papers are required for discussion at each Senior Representatives Planning Meeting and the Supplier shall provide such paper(s) to the Authority no later than 10 Working Days prior to the date of such Senior Representatives Planning Meeting.

4 ASSURANCE GROUP

- 4.1 The Authority shall establish an Assurance Group for the purposes of this Agreement.
- 4.2 The Authority shall select the Assurance Group Members and may from time to time, acting in its sole and absolute discretion, appoint additional members to the Assurance Group and/or remove or replace members of the Assurance Group. The Authority may, acting in its sole and absolute discretion, appoint a representative of the Welsh Government and/or the Scottish Government to the Assurance Group.
- 4.3 The Authority shall provide the secretariat for the Assurance Group.
- 4.4 The Authority shall produce the Assurance Group ToRs. The Assurance Group ToRs shall be consistent with the terms of this Schedule 8.1 (*Governance*) and the Authority may include such other terms of reference in the Assurance Group ToRs as it requires.
- 4.5 To the extent that doing so does not conflict with any other provision of this Schedule, the Authority shall publish the Assurance Group ToRs in a timely manner on the Geospatial Commission website.
- 4.6 To the extent that doing so does not conflict with any other provision of this Schedule, the Authority shall keep up to date a list of Assurance Group Members and publish this list in a timely manner on a site with appropriate levels of security that is accessible by the Supplier, the Authority and the Assurance Group Members.

- 4.7 The Assurance Group shall be accountable to and report to the Authority. The Assurance Group shall act in an advisory capacity only.
- 4.8 The role of the Assurance Group shall be determined by the Authority, acting in its sole and absolute discretion.
- 4.9 Without prejudice to the Authority's discretion referred to in Paragraph 4.8 of this Schedule 8.1 (*Governance*), the Authority intends that the Assurance Group function shall include:
- (a) representing the interests of the public sector;
 - (b) providing recommendations to the Authority on the direction of travel for public sector existing and future requirements;
 - (c) verifying that any changes or additional requirements that may arise from time to time are affordable;
 - (d) working with the Authority to identify appropriate funding mechanisms and making them available prior to the issue of a Change Request;
 - (e) supporting the Authority in its oversight of this Agreement by reviewing and monitoring the Supplier's performance, and making recommendations to the Authority;
 - (f) exercising oversight with the intention and purpose of:
 - (i) achieving a Service that meets Member needs;
 - (ii) ensuring that the Agreement drives efficiencies and increases productivity;
 - (iii) ensuring that the Agreement provides a cost efficient and effective value for money for the public sector; and
 - (iv) ensuring the OS Deliverables are of the appropriate quality to enable the public sector to realise the Authority's strategic objectives.
 - (g) proposing User Engagement Themes to be the focus of the User Engagement; and
 - (h) recommending User Engagement Activities to the Authority.
- 4.10 The Assurance Group will be provided with regular updates from the Agreement Managers. The Assurance Group may then provide their views to the Supplier and/or the Authority.
- 4.11 The Authority shall invite the Supplier to attend all or part of any scheduled Assurance Group meetings. The Supplier shall attend any part of an Assurance Group meeting, along with its relevant representatives, that it is invited to attend by the Authority.

- 4.12 The Authority shall circulate an agenda and relevant discussion papers to the Assurance Group Members no later than 5 Working Days ahead of the meeting unless otherwise agreed by the Authority and the Assurance Group Members.
- 4.13 The Supplier shall:
- (a) report to the Assurance Group quarterly on performance against Key Performance Indicators and Key Delivery Milestones;
 - (b) identify and report to the Assurance Group on potential changes categorised as a Category 2 Change or a Category 3 Change in the Change Control Procedure to the OS Deliverables at Assurance Group meetings;
 - (c) provide the Assurance Group with regular updates on any New Product or Service and OS Data developments and future plans relating to OS Data and Digital Services, including the OS Deliverables or any other matter reasonably requested by the Assurance Group and/or the Authority relating to the Agreement.
- 4.14 The Supplier will provide relevant papers relating to Supplier's performance of this Agreement and/or the OS Deliverables requested by the Assurance Group, including management reports, reports on activity undertaken pursuant to the Communication Plan and the User Engagement Reports, to the Authority Manager. The Supplier shall provide these papers no later than 7 Working Days before the relevant Assurance Group meeting unless otherwise agreed by the Authority.
- 4.15 The Authority shall provide minutes of each Assurance Group meeting to the Assurance Group Members, the Supplier and any other attending suppliers within 15 Working Days after each Assurance Group meeting.
- 4.16 The Supplier shall raise any issues or queries it has with the draft minutes within 10 Working Days of receipt of the minutes including informing the Authority if it believes any of the information contained in the minutes is Confidential Information and/or Commercially Sensitive Information which the Supplier believes should remain confidential and is subject to Clause 21 (*Confidentiality*) of this Agreement.
- 4.17 The Authority shall publish the approved minutes of each Assurance Group meeting on the Geospatial Commission website (subject to any obligations on the Authority prohibiting disclosure of Confidential Information and/or Commercially Sensitive Information).

5 SUBJECT MATTER EXPERT GROUP

- 5.1 The Authority shall engage Subject Matter Expert Groups to undertake oversight of the following areas of the OS Deliverables or the Agreement or both:
- (a) New NGD Data requirements and specifications;
 - (b) new API requirements or other delivery technologies that may supersede API technology;
 - (c) technical assurance of potential solutions and Datasets proposed under the Agreement; and

- (d) technical assurance on the relevant non-data and access elements of the Public Task.

5.2 The Subject Matter Expert Groups selected by the Authority shall include:

- (a) Subject Matter Experts from across the public sector community from areas such as defence, security and contingency, transport, environment, emergency services, health, local authorities and representation for local council community;
- (b) a representative of the Welsh Government provided that the Welsh Government has been appointed as an Assurance Group Member under Paragraph 4.2 of this Schedule 8.1 (*Governance*); and
- (c) a representative of the Scottish Government provided that the Scottish Government has been appointed as an Assurance Group Member under Paragraph 4.2 of this Schedule 8.1 (*Governance*);
- (d) such Subject Matter Experts representing such other sectors, including the private sector, or public services as the Authority deems appropriate (acting in its sole and absolute discretion), subject to the Authority consulting with the Supplier and considering any recommendations of the Supplier (on both the identity of the Subject Matter Expert and any appropriate terms of such appointment, e.g. appropriate non-disclosure terms) prior to appointing any Subject Matter Expert from the private sector. The Authority agrees that where the Supplier demonstrates to the reasonable satisfaction of the Authority that:
 - (i) a Subject Matter Expert is likely to be provided with Confidential Information or Commercially Sensitive Information, then an appropriate non-disclosure agreement will be put in place prior to the appointment of the Subject Matter Expert; and
 - (ii) the appointment of a Subject Matter Expert representing the private sector would present a commercial or regulatory risk then the Authority shall not appoint such Subject Matter Expert.

5.3 The Authority shall select the Subject Matter Experts to attend the Subject Matter Expert Groups through an application process. The Authority shall run the application process on an annual basis to replace Subject Matter Experts that step down from a Subject Matter Expert Group during each Contract Year and/or to appoint additional Subject Matter Experts to the Subject Matter Expert Groups.

5.4 The Assurance Group and/or the Supplier shall be entitled to make recommendations to the Authority as to prospective members of the Subject Matter Expert Groups but the final decision as to whether any person is appointed to a Subject Matter Expert Group belongs to the Authority.

5.5 The Supplier will be invited to attend and participate in the Subject Matter Expert Groups that pertain to OS Data and Digital Services, and the Deliverables provided under this Agreement.

- 5.6 The Authority is permitted to set up multiple Subject Matter Expert Groups and set the objectives for each Subject Matter Group. The Supplier shall work with the Subject Matter Expert Groups, including providing such input and reports reasonably required by the Subject Matter Expert Groups, to enable such Subject Matter Expert Groups to pursue their objectives and provide the oversight specified Paragraph 5.1 of this Schedule 8.1 (*Governance*).
- 5.7 The Supplier will also attend any other Subject Matter Expert Groups where the Subject Matter Experts that make up that Subject Matter Expert Group and the Authority agree it is appropriate for the Supplier to attend.
- 5.8 The Authority shall appoint a chair for each Subject Matter Expert Group who shall be responsible for working with the Supplier to compile and report to the Assurance Group on the outcome of the work of the Subject Matter Expert group.

6 USER ENGAGEMENT

- 6.1 The Assurance Group may propose User Engagement Themes to the Authority. The Supplier may recommend User Engagement Themes to the Assurance Group but the Assurance Group's decision as to the User Engagement Themes it proposes will be final.
- 6.2 The Authority shall determine the User Engagement Themes to be included in the User Engagement Plan taking into account the User Engagement Themes proposed by the Assurance Group. The User Engagement Themes shall include User Engagement pursuant to Paragraph 6.2 of Schedule 6.1 (*Delivery Plan*).
- 6.3 The User Engagement Activities for the relevant Contract Year shall be as included in the User Engagement Plan.
- 6.4 The Supplier shall ensure that the User Engagement Plans produced and revised annually in accordance with Paragraph 2 of this Schedule 8.1 (*Governance*) includes any User Engagement Themes determined by the Authority for each forthcoming Contract Year in accordance with Paragraph 6.2 of this Schedule 8.1 (*Governance*).
- 6.5 Each User Engagement Plan will identify the number of planned User Engagement Activities to be carried out during the forthcoming Contract Year and include a minimum of 12 User Engagement Activities per Contract Year. The Supplier shall ensure that the User Engagement Plans produced and revised in accordance with Paragraph 2 of this Schedule 8.1 (*Governance*) includes any User Engagement Activities required by the Authority for each forthcoming Contract Year.
- 6.6 The key purposes of User Engagement are:
- (a) to evaluate improvement suggestions and to make recommendations to the Assurance Group regarding opportunities for improvements and refinements to the OS Deliverables;
 - (b) to help scope and clarify the detailed requirements of proposed changes to the OS Deliverables;
 - (c) to help in the preparation of Change Requests in accordance with Schedule 8.2 (*Change Control Procedure*);

- (d) to explore and define issues, and to explore and highlight successful use cases, in either case to identify and propose scalable best practice for Members and to report findings back to the Assurance Group; and
- (e) to support the assessment of the economic value delivered by activities under the Agreement.

SCHEDULE 8.2
CHANGE CONTROL PROCEDURE

Change Control Procedure

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

Category 1 Change	a Contract Change as more particularly described in Paragraph 11.1 below;
Category 2 Change	a Contract Change as more particularly described in Paragraph 11.2 below;
Category 3 Change	a Contract Change as more particularly described in Paragraph 11.3 below;
“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 (<i>Change Request Form</i>);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment Estimate”	has the meaning given in Paragraph 4.3;
“Receiving Party”	the Party which receives a proposed Contract Change; and

2 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Schedule sets out the procedure for dealing with Contract Changes.

Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a change falls within the definition of an Operational Change, then either Party may request that the change is processed as a Contract Change. If either Party disagrees that the change should be processed as a Contract Change then that Party may refer the matter to the Dispute Resolution Procedure.

2.2 For the avoidance of doubt, any Category 1 Change, Category 2 Change and Category 3 Change which is agreed by the relevant parties as more particularly described in Paragraph 11 below shall be processed as a Contract Change.

2.3 The Parties shall deal with Contract Change as follows:

- (a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;

- (b) unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - (c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - (d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - (e) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2; and
 - (f) where a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8 in such timescale as is agreed between the Parties.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Change Authorisation Note relating to such a Contract Change shall specify testing procedures, milestones and/or a key milestone and milestone date(s) in respect of such Contract Change.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 6.2, then:
- (a) unless the Authority expressly agrees (or reasonably requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
 - (b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.
- 2.6 Following the Authority's signature and issue of a Change Authorisation Note the Supplier shall within six months (or such other period as is agreed between the Agreement Managers) deliver to the Authority a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Notes in such period and annotated with a reference to the Change Authorisation Notes pursuant to which the relevant Contract Changes were agreed.
- 2.7 Known withdrawals of Premium Datasets and OS OpenData Datasets shall be processed in accordance with Paragraph 1.7 and 1.8 of Part 2 (*Access to and Use of OS Data and Digital Services*) of Schedule 2.1 (*Services Description*) and are not required to be processed as Contract Changes in accordance with this Schedule 8.2.

3 COSTS

3.1 Subject to Paragraph 3.3:

- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- (b) the costs incurred by the Supplier in undertaking Impact Assessments shall be borne by the Party making the Change Request provided that the Authority shall not be required to pay any such costs if:
 - (i) such costs are below £12,000 in aggregate in any Contract Year;
 - (ii) the Supplier is able to undertake the Impact Assessment(s) by using resources already deployed in the provision of the Services; or
 - (iii) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Contract Change shall be agreed between the Parties. The Supplier shall be entitled to increase the Charges only if it can demonstrate to the Authority's reasonable satisfaction in the Impact Assessment why any increase is reasonable. The Supplier shall demonstrate where a proposed Contract Change requires a change in resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources (including personnel, assets and financial considerations directly arising from the proposed Contract Change) required for the provision of the Services as amended by the Contract Change. The Supplier shall demonstrate any changes in the Charges in the Impact Assessment prepared in accordance with Paragraph 5.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by one Party shall be paid for by the Party who has made the error or is in Default.

4 CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Term. A Change Request shall be substantially in the form of Annex 1 (*Change Request Form*) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change and/or a Category 1 Change, Category 2 Change or a Category 3 Change.

4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Authority as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

4.3 If the Authority issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within 10 Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the

Authority within 10 Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Authority.

- 4.4 If the Authority accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Authority as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Authority and provided that sufficient information is received by the Authority to fully understand:

- (a) the nature of the request for clarification; and
- (b) the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Authority to provide that clarification. The Authority shall respond to the request for clarification as soon as is reasonably practicable.

5 IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:

- (a) details of the proposed Contract Change including the reason for the Contract Change; and
- (b) details of the impact of the proposed Contract Change on the Services, the Supplier's ability to meet its other obligations under this Agreement and/or issues or risks to the Agreement as a whole, or to the Parties (including issues or risks relating to the delivery of the Supplier's shareholder agreed multi-year strategic plan);
- (c) any variation to the terms of this Agreement that will be required as a result of that impact, including changes to:
 - (i) the Services Description, the Performance Measures, the Thresholds, the Test Issue Thresholds and/or the Targets;
 - (ii) the Milestone Dates, the Outline Delivery Plan, the Detailed Delivery Plans and any other timetable previously agreed by the Parties.
- (d) details of the cost of implementing the proposed Contract Change;
- (e) details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- (f) a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- (g) details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;

- (h) such other information as the Authority may reasonably request in (or in response to) the Change Request or that the Supplier may reasonably consider is relevant; and
 - (i) results of, or plans for, any User Engagement, where applicable.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 23 (*Protection of Personal Data*).
- 5.3 Subject to the provisions of Paragraph 5.4, the Authority shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within 15 Working Days of receiving the Impact Assessment.
- 5.4 If the Authority is the Receiving Party and the Authority reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within 5 Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Authority within 10 Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1(d) and (e) shall:
 - (a) include estimated volumes of each type of resource to be employed and the applicable rate card;
 - (b) include full disclosure of any assumptions underlying such Impact Assessment;
 - (c) include evidence of the cost of any assets required for the Change;
 - (d) include details of any new Sub-contracts necessary to accomplish the Change; and
 - (e) any other relevant information.

6 AUTHORITY'S RIGHT OF APPROVAL

- 6.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Authority shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
 - (a) in the case of a Category 1 Change and where approved, approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;

- (b) in the case of a Category 2 Change or a Category 3 Change, where required, inform the Supplier of the intention to pursue the change through the necessary governance and business case process in order to secure any additional funding that might be required. Where the Authority needs to request additional funding the time period in Paragraph 6.1 shall be extended to such time as is necessary for the Authority to follow its internal governance and business case process. Once such additional funding has been achieved, where required, and where the Contract Change is approved, then the Authority will notify the Supplier of acceptance in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - (c) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change (i) to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law, or (ii) in the circumstances described in Paragraph 12.6 below. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - (d) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document to correct the errors or take account of such omissions, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Authority shall approve or reject the proposed Contract Change within 10 Working Days.
- 6.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Authority's signature the Change Authorisation Note shall constitute (or, where the Authority has agreed to the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement. To avoid doubt, the Change Authorisation Note will reflect the Change Request and the financial and contractual elements of the Impact Assessment as finalised in accordance with the process set out in Paragraph 6.1.
- 6.3 If the Authority does not sign the Change Authorisation Note within 20 Working Days, then the Supplier shall have the right to notify the Authority and if the Authority does not sign the Change Authorisation Note within 5 Working Days of such notification, then the Supplier may refer the matter to the Dispute Resolution Procedure.

7 SUPPLIER'S RIGHT OF APPROVAL

Following an Impact Assessment, if:

- (a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

- (i) materially and adversely affect the risks to the health and safety of any person; and/or
 - (ii) require the Services to be performed in a way that infringes any Law; and/or
 - (iii) materially change the overall scope of the Services or the overall scope of the Agreement as a whole; and/or
- (b) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3 provided always that the Supplier shall not be entitled to reject a change to the Agreement arising pursuant to Clause 33.4 (*Break Clause*) or Clause 33.7 (*Partial Termination*).

8 FAST-TRACK CHANGES

8.1 The Parties may agree to expedite the processes set out above.

9 OPERATIONAL CHANGE PROCEDURE

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

- (a) have an impact on the business of the Authority;
- (b) require a change to this Agreement;
- (c) have a direct impact on use of the Services; or
- (d) involve the Authority in paying any additional Charges or other costs.

9.2 The Authority may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Supplier Representative.

9.3 The RFOC shall include the following details:

- (a) the proposed Operational Change and where available the reasons for the proposed Operational Change; and
- (b) the time-scale for completion of the Operational Change.

9.4 Following receipt of the RFOC by the Authority, the Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change together with any resulting cost of the Operational Change. The Parties shall then agree whether to proceed with the RFOC and, if so, the timing and funding basis for the implementation of the RFOC.

- 9.5 Where the RFOC is agreed between the Parties, the Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

10 COMMUNICATIONS

For any Change Communication to be valid under this Schedule, it must be sent to the Agreement Manager for either the Authority or the Supplier, as applicable. The provisions of Clause 44 (*Notices*) shall apply to a Change Communication as if it were a notice.

11 CATEGORY CHANGES

11.1 Category 1 Changes

- (a) A Category 1 Change is any Contract Change:
 - (i) whose overall impact on Members' experience of using the OS Deliverables is either neutral or beneficial, such impact to be assessed and agreed between the Supplier and the Authority Agreement Managers; and
 - (ii) that does not have the effect of increasing the Annual Charge payable by the Authority.
- (b) A Change Request in respect of a Category 1 Change may be agreed between the Agreement Managers, and without the need for any User Engagement in accordance with Schedule 8.1 (*Governance*).

11.2 Category 2 Changes

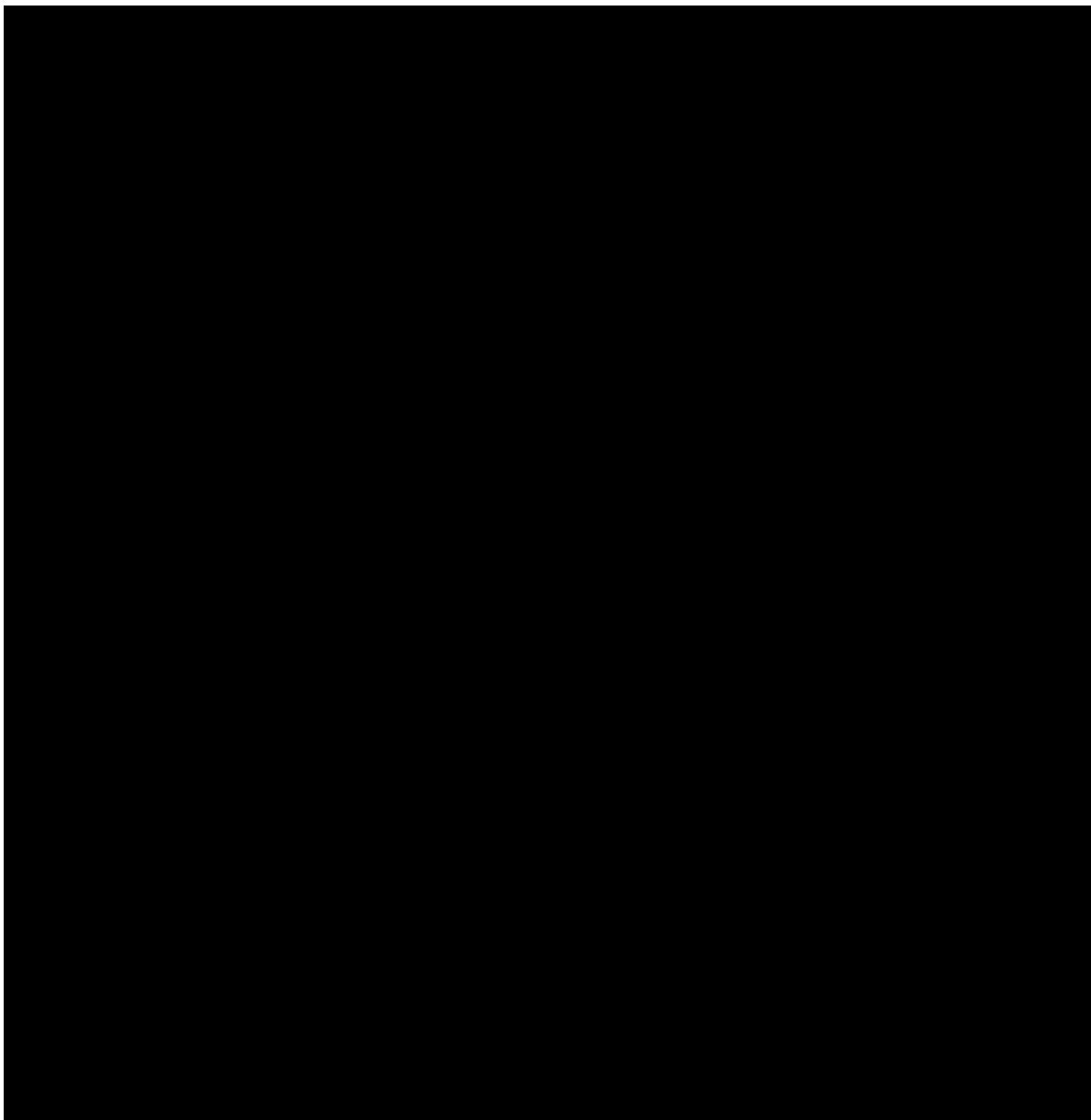
- (a) A Category 2 Change is any Contract Change:
 - (i) whose overall impact on Members' experience of using the OS Deliverables is negative, such impact to be assessed and agreed between the Agreement Managers, but does not increase the Annual Charge; or
 - (ii) that cannot be agreed between the Agreement Managers under paragraph 11.1.
- (b) Prior to making a Change Request in respect of a Category 2 Change, there must be User Engagement in accordance with Schedule 8.1 (*Governance*) to validate such Change Request.
- (c) A Change Request in respect of a Category 2 Change shall require agreement between the Senior Representatives.

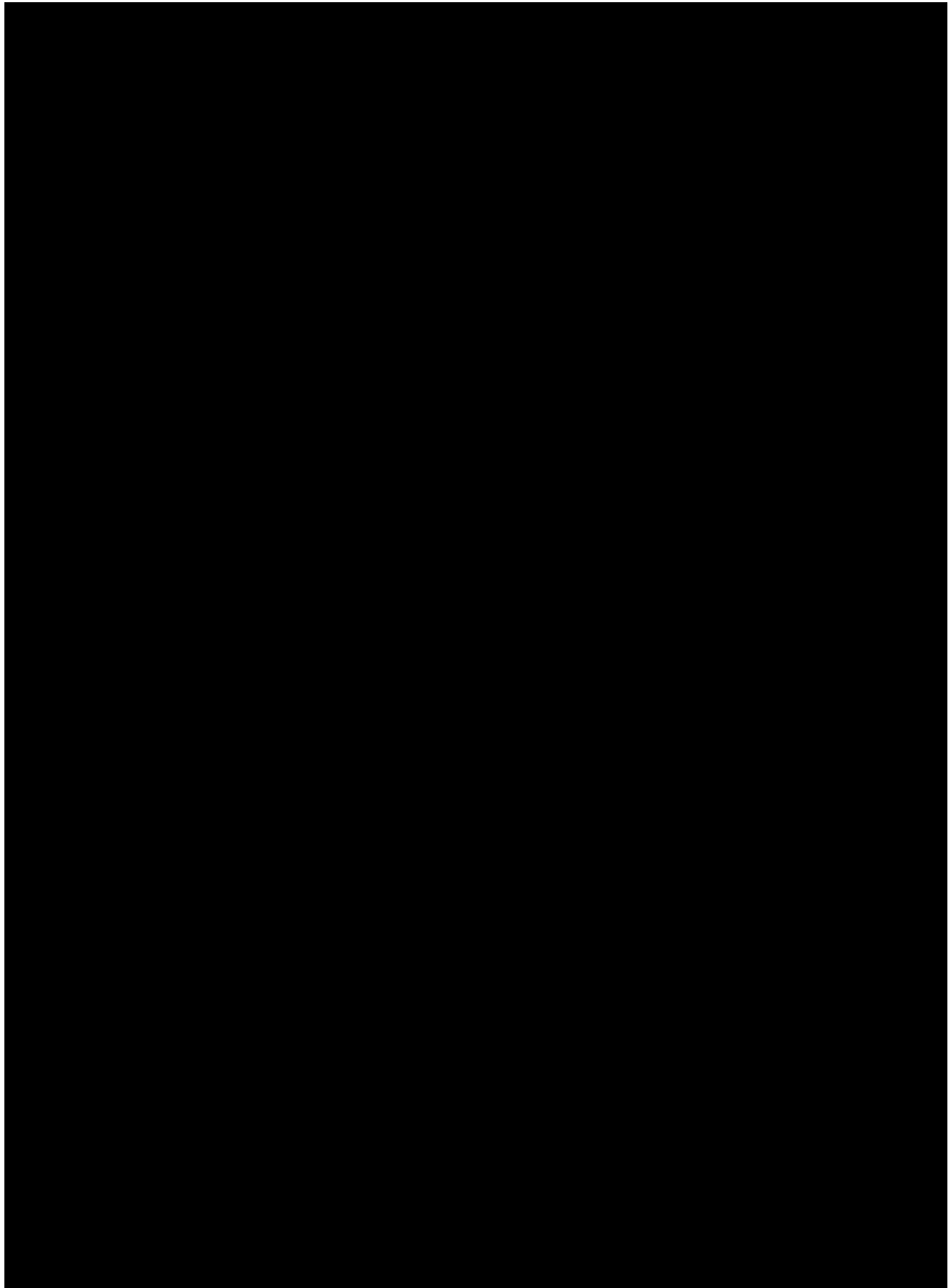
11.3 Category 3 Changes

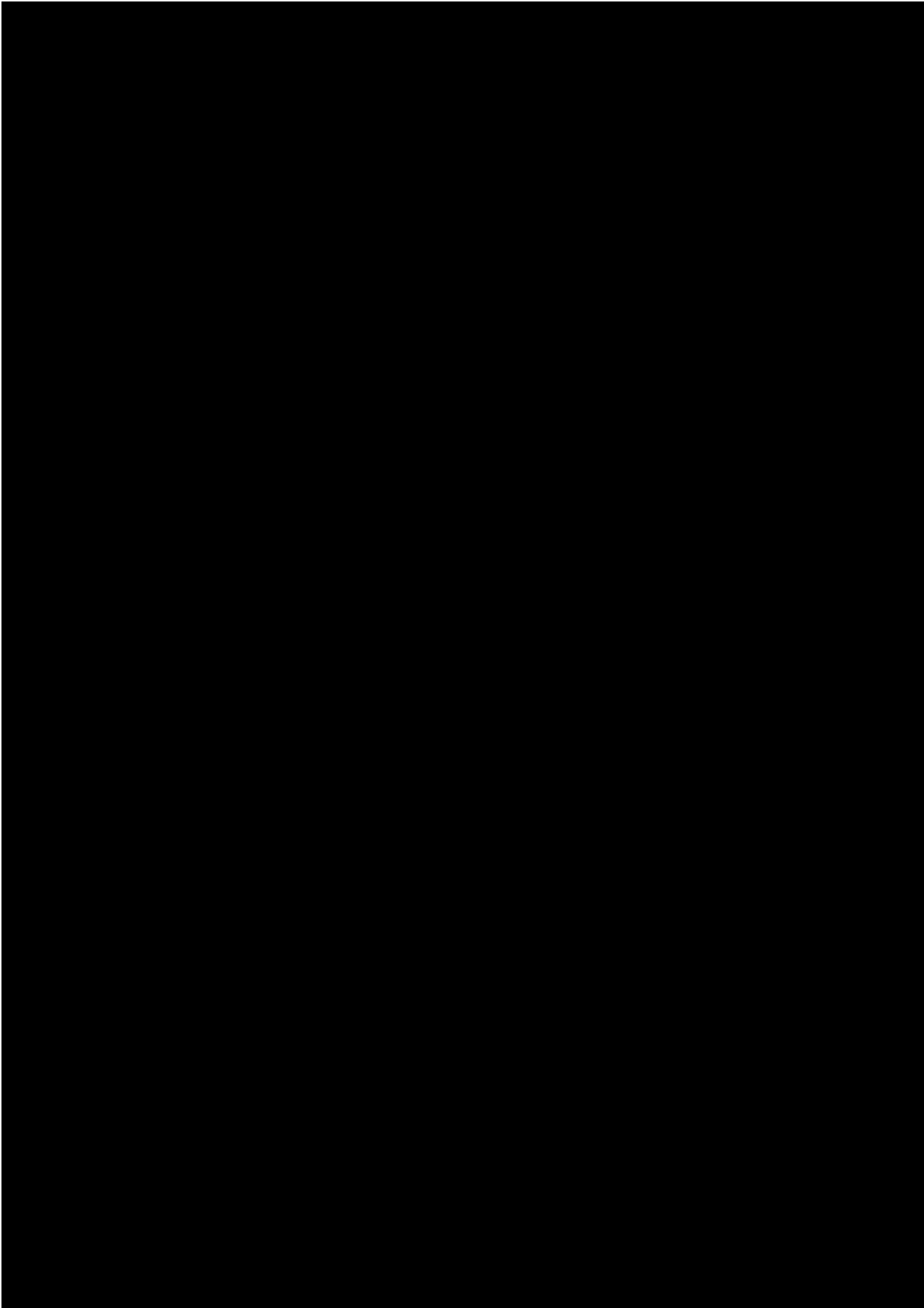
- (a) A Category 3 Change is:

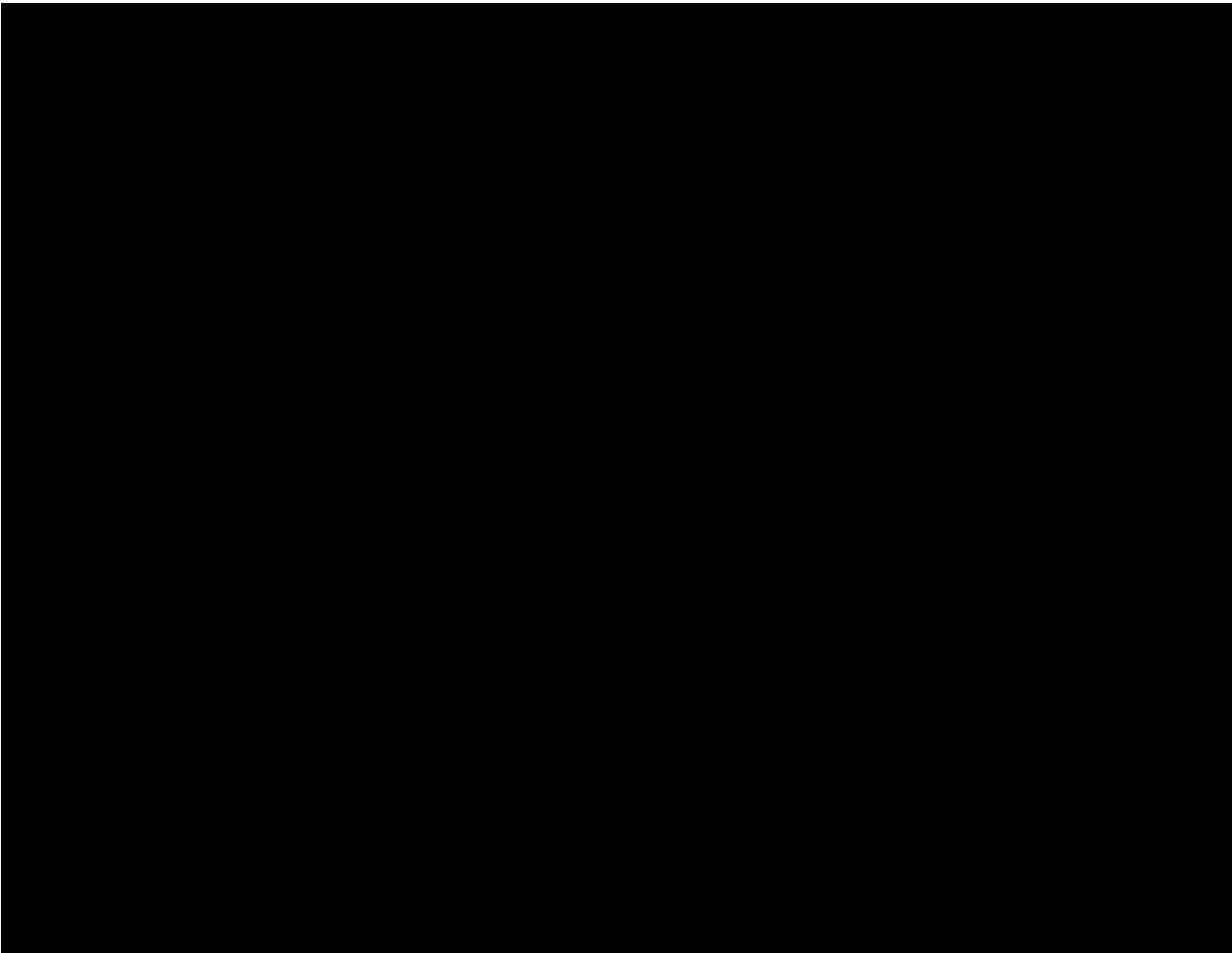
- (i) any Contract Change that would change the Annual Charge payable by the Authority; or
 - (ii) any Contract Change (that would otherwise have been a Category 2 Change) in relation to which the Authority Senior Representative requires a recommendation from the Assurance Group.
- (b) The Authority shall ask the Assurance Group to make recommendations in connection with any proposed Category 3 Change, including proposals for meeting any additional funding requirements.
- (c) A Change Request in respect of a Category 3 Change shall require agreement between the Parties with the approval of the Senior Representatives.

12 NEW NGD DATA









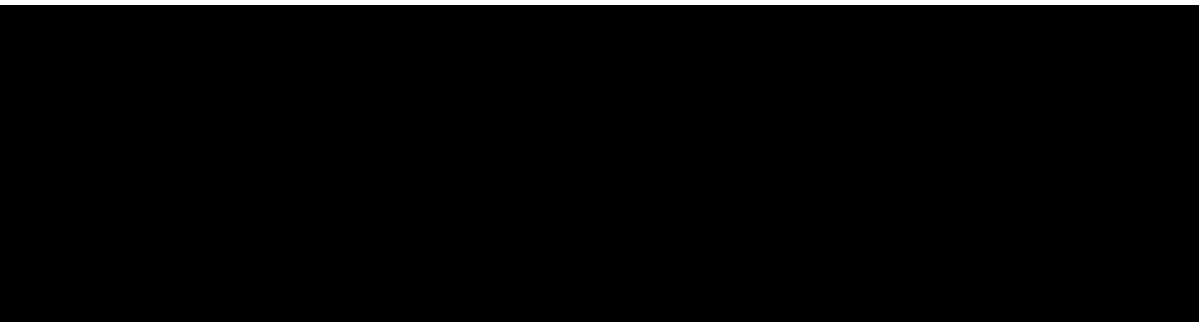
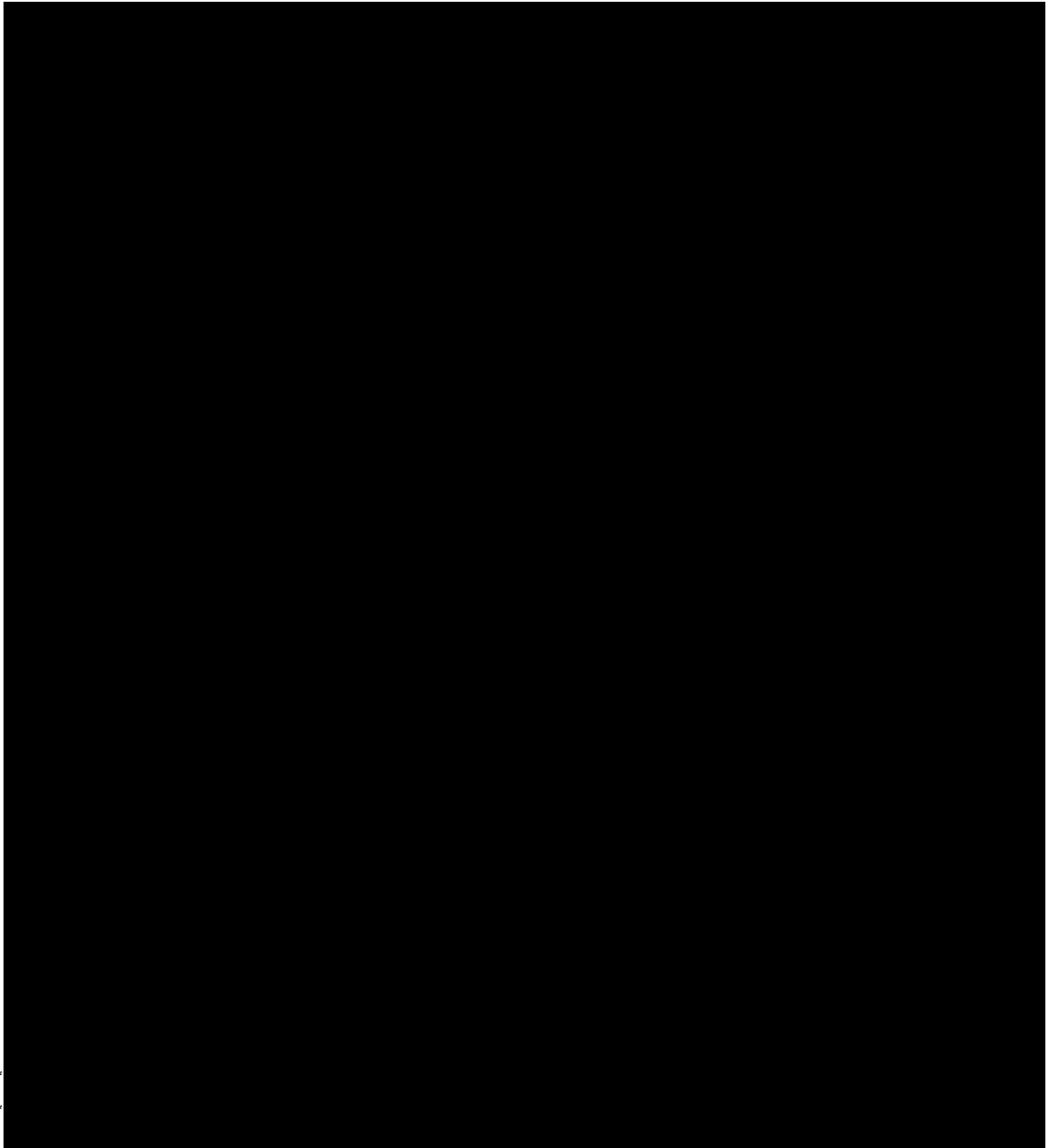
ANNEX 1: Change Request Form

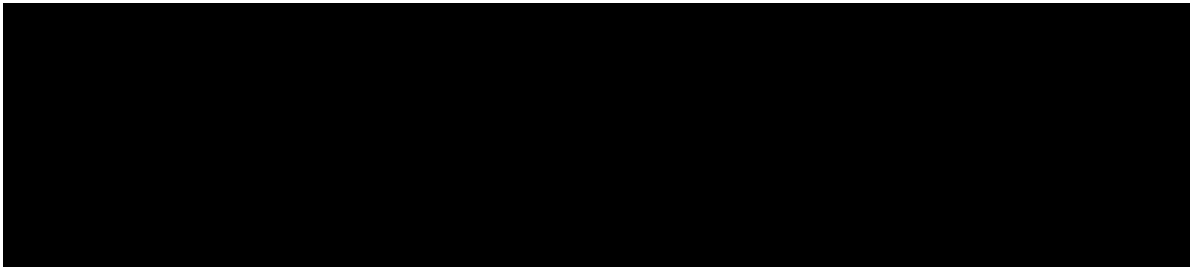
CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
Category of Change:	[Category 1][Category 2][Category 3]	
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: CHANGE AUTHORISATION NOTE

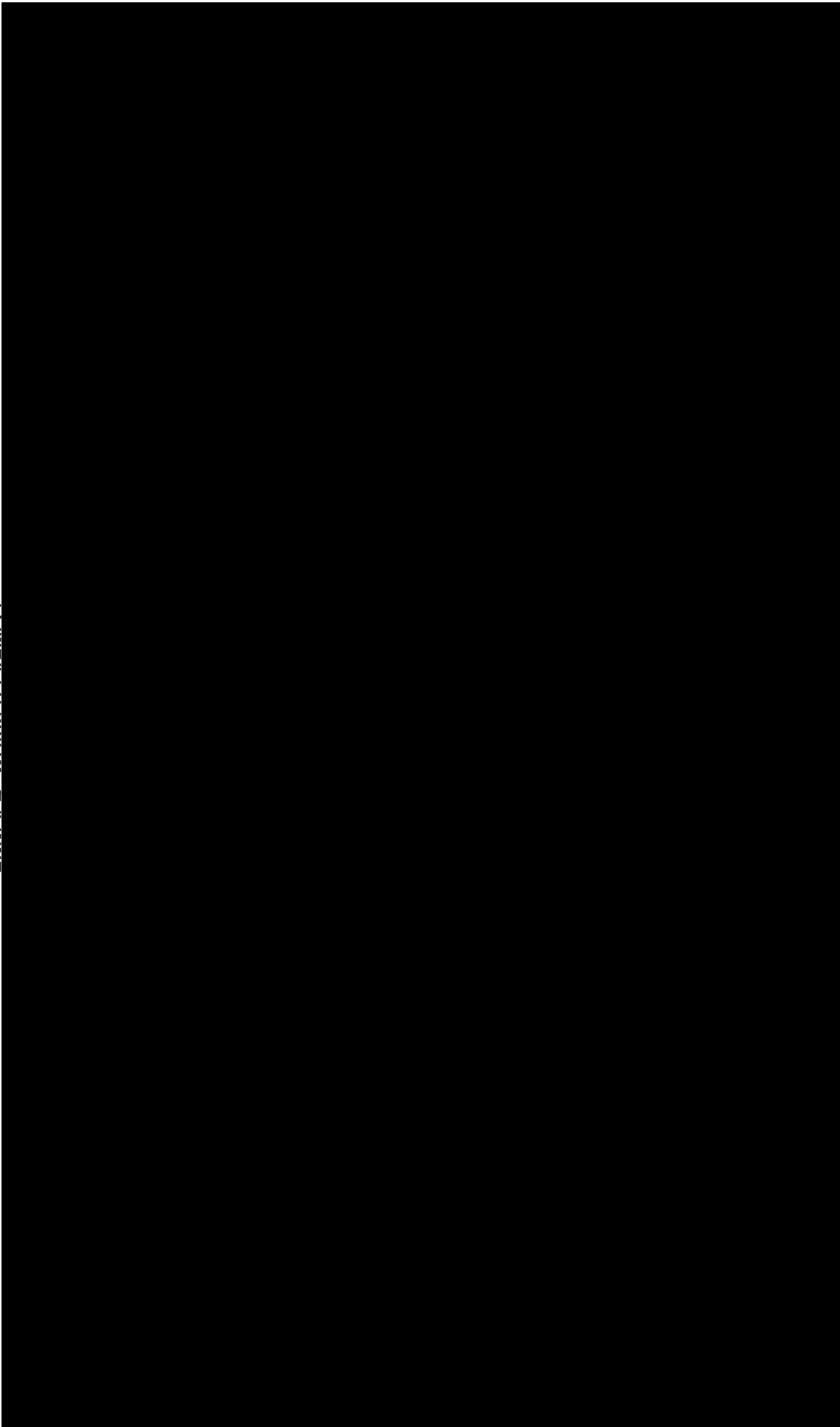
CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____

ANNEX 3: THIRD PARTY NEW DATA COSTS





ANNEX 4. WORKED EXAMPLE F



SCHEDULE 8.3
DISPUTE RESOLUTION PROCEDURE

Dispute Resolution Procedure

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Authority GCD”	means the Geospatial Commission Director;
“Authority’s Senior Representative”	means a deputy director of the Geospatial Commission;
“Dispute Notice”	has the meaning given in Paragraph 2.1;
“Senior Representatives”	means the Supplier’s Senior Representative and the Authority’s Senior Representative;
“Supplier’s Senior Representative”	means the Supplier’s Director of Government and Partner Engagement;
“Supplier CEO”	means the Supplier Chief Executive;

2 DISPUTE NOTICES

2.1 If a Dispute arises then:

- (a) the Authority Manager and the Supplier Manager shall meet to attempt in good faith to resolve the Dispute; and
- (b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice referring the Dispute to the Senior Representatives.

2.2 A Dispute Notice shall set out:

- (a) the material particulars of the Dispute; and
- (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen.

2.3 Following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

- (a) first by commercial negotiation (as prescribed in Paragraph 3); and
- (b) lastly by recourse to litigation (in accordance with Clause 46 (*Governing Law and Jurisdiction*)) subject to Paragraphs 3.5 and 3.6.

2.4 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or litigation under Paragraph 2.3(b).

3 COMMERCIAL NEGOTIATION

- 3.1 Following the service of a Dispute Notice, then the Authority and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Authority's Senior Representative and the Supplier's Senior Representative.
- 3.2 Where a Dispute Notice has been given pursuant to Paragraph 2.1(b):
- (a) the Senior Representatives shall meet within 15 Working Days from the date when the recipient receives the Dispute Notice to attempt in good faith to resolve the Dispute. Each Senior Representative may be accompanied to such meeting by such other person or persons (not to exceed three) as that Senior Representative considers appropriate;
 - (b) if the Senior Representatives are able to agree a resolution to the Dispute, the Senior Representatives shall arrange for that resolution to be recorded in writing. Any resolution shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate);
 - (c) if the Senior Representatives are not able to agree a resolution to the Dispute within 10 Working Days of the Senior Representative's meeting then either Party may issue to the other a written notice referring the Dispute to the Authority GCD and the Supplier CEO ("**First Referral Notice**").
- 3.3 Where a First Referral Notice has been issued pursuant to Paragraph 3.2(c):
- (a) the Authority GCD and the Supplier CEO shall meet within 15 Working Days from the date when the recipient receives the First Referral Notice to attempt in good faith to resolve the Dispute. The Authority GCD and the Supplier CEO may be accompanied to such meeting by such other person or persons (not to exceed three) as each considers appropriate;
 - (b) if the Authority GCD and the Supplier CEO are able to agree a resolution to the Dispute, the Authority GCD and the Supplier CEO shall arrange for that resolution to be recorded in writing. Any resolution shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate);
 - (c) if the Authority GCD and the Supplier CEO are not able to agree a resolution to the Dispute within 10 Working Days of such meeting, either Party may issue to the other a written notice referring the Dispute to the Minister for the Cabinet Office (for the Authority) and to the Secretary of State for the Department for Business, Energy and Industrial Strategy (as the Supplier's shareholder), (the "**Ministers**"), ("**Second Referral Notice**"). The Party issuing the Second Referral Notice shall send a copy of the Dispute Notice, First Referral Notice and Second Referral Notice to UK Government Investments (UKGI) and the Department for Business, Energy and Industrial Strategy no later than the issue of the Second Referral Notice to the other Party.

- 3.4 Where a Second Referral Notice has been given pursuant to Paragraph 3.3(c):
- (a) the Ministers shall meet within 15 Working Days from the date when the recipient receives the Second Referral Notice to attempt in good faith to resolve the Dispute;
 - (b) if the Ministers are able to agree a resolution to the Dispute, the Ministers shall arrange for that resolution to be recorded in writing. Any resolution shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate);
 - (c) if the Ministers are not able to agree a resolution to the Dispute, either Party may commence court proceedings subject to Paragraphs 3.5 and 3.6.
- 3.5 Where the Ministers have been unable to agree a resolution to the Dispute in accordance with Paragraph 3.4, either Party may commence court proceedings in relation to the subject matter of the Dispute provided that it first serves 15 Working Days' written notice on the other Party of its intentions.
- 3.6 A Party shall not commence court proceedings until the expiry of such 15 Working Day period referred to in Paragraph 3.5.
- 3.7 The Parties shall not commence arbitration proceedings, mediation or apply for expert determination.

SCHEDULE 8.4
REPORTS AND RECORDS PROVISIONS

Reports and Records Provisions

1 TRANSPARENCY REPORTS

- 1.1 Within three (3) months of the Effective Date the Supplier shall provide to the Authority for its approval (such approval not to be unreasonably withheld or delayed) a transparency report template that will form the basis of the transparency reports (once approved, the **"Template Transparency Report"**).
- 1.2 If the Authority rejects the draft Template Transparency Report, the Supplier shall submit a revised version of the template for further approval by the Authority within ten (10) Working Days of receipt (or such other longer period as agreed by the Authority) of any notice of rejection, taking account of any reasonable recommendations for revision and improvement to the report template provided by the Authority. If the Parties fail to agree on the Template Transparency Report, the Authority shall determine what should be included subject to the fact that the Parties acknowledge that the Transparency Reports will not include any Confidential or Commercially Sensitive Information.
- 1.3 The Supplier shall provide a report based on the Template Transparency Report to the Authority on an annual basis and at the same time as submitting Plans in accordance with Schedule 8.1 (*Governance*) (once approved, the **"Transparency Report"**).
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports shall be treated as a Dispute.
- 1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Agreement.

2 OTHER REPORTS

The Authority may require any or all of the following reports:

- (a) reports relating to Testing and tests carried out under Schedule 2.4 (*Security Management*) and Schedule 8.6 (*Service Continuity Plan*);
- (b) reports which the Supplier is required to supply as part of the Management Information;
- (c) annual reports on the Insurances;
- (d) any specific reports required by the Authority in relation to Force Majeure Events that may have occurred;
- (e) any specific reports which the Authority is required to procure by the National Audit Office or otherwise under applicable Law.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records and information embedded in the records) referred to in Paragraph 1 and Annex 1 (*Records to be kept by the Supplier*) (together **"Records"**):

- (a) in accordance with Good Industry Practice and in compliance with and subject to Data Protection Legislation;
 - (b) in chronological order;
 - (c) in a form that is capable of being provided to the Authority or its advisers for audit and inspection purposes in accordance with paragraph 3.2; and
 - (d) at its own expense.
- 3.2 The Supplier shall make the Records available for inspection to the Authority on request, subject to the Authority giving reasonable notice.
- 3.3 Subject to Data Protection Legislation, the Supplier shall, during the Term and a period of at least 7 years following the expiry or termination of this Agreement, maintain or cause to be maintained in safe storage complete and accurate documents and records in relation to the provision of the Services including but not limited to all Records.
- 3.4 Without prejudice to the foregoing, the Supplier shall provide the Authority as soon as they shall have been sent to its shareholder in order to be laid before Parliament, but not later than 130 Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts.

4 Virtual Library

- 4.1 The Supplier shall, no later than ten (10) Working Days following the Effective Date and without charge to the Authority, create a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Agreement available in in accordance with the requirements outlined in this Schedule.
- 4.2 The Supplier shall ensure that the Virtual Library is:
- (a) capable of holding and allowing access to the information described in Annex 2 (*Records to Upload to Virtual Library*) of this Schedule and includes full and accurate file details of all uploaded items including date and time of upload, version number and the name of the uploader;
 - (b) structured so that each document uploaded has a unique identifier which is automatically assigned;
 - (c) readily accessible and available by Nominated Authority Users at all times in full via a user-friendly, password protected interface to such nominated users as are notified to the Supplier by the Authority from time to time,
 - (d) structured so as to allow Nominated Authority Users to download either specific documents or the complete Virtual Library (to the extent it has Access Permission) in bulk and store and view the content offline (on a regular and automated basis);

- (e) structured, hosted and maintained in accordance with the security requirements as set out in this Agreement including those set out in Schedule 2.4 (*Security Management*); and
- (f) backed up on a secure off-site system.

4.3 For the avoidance of doubt:

- (a) any Library Documentation shall be licensed to the Authority in accordance with Clause 17.1(b) of the Agreement; and
- (b) the Supplier shall procure that the Authority has all necessary access to the Virtual Library in accordance with Clause 17.1(a) (ii) of the Agreement.

4.4 The Supplier shall upload complete and accurate information specified in Annex 2 (*Records to Upload to Virtual Library*) (the **Library Documentation**) by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case by the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified and thereafter shall upload any new or updated Library Documentation by such dates as such information is to be made available to the Authority under the terms of this Agreement.

4.5 The Supplier shall ensure that the Virtual Library has a facility so that the Nominated Authority Users can receive automated notification where new documents are uploaded or existing documents updated in the Virtual Library. If this functionality does not exist or fails the Supplier shall notify the Nominated Authority Users by email where new documents are uploaded or existing documents updated in the Virtual Library. If the Virtual Library is not available in accordance with this paragraph 4 at any time, the Supplier shall send any Library Documentation to be uploaded to the Nominated Authority Users by email (to such email address(es) as the Authority may notify from time to time), and shall upload such Library Documentation to the Virtual Library as soon as reasonably practicable following the Virtual Library becoming available.

4.6 Except for notices under Clause 44.4 (*Notices*) or items covered under Clause 44.6 (*Notices*), where the Supplier is under an obligation to provide information to the Authority in a provision under this Agreement (and only where such information is Library Documentation), then the Supplier's upload of that information onto the Virtual Library and notification of such upload in accordance with this Paragraph 4 shall satisfy the Supplier's obligation to provide the Authority with that information provided that the Authority has access in accordance with this Paragraph 4 and the uploaded information meets the requirements more particularly specified in the relevant provision.

4.7 Except to the extent that the requirements provide for earlier and more regular Authority access to up-to-date information, Annex 2 (*Records to Upload to Virtual Library*) shall be in addition to any other obligation to provide information in this Agreement and the Supplier shall refer to the applicable clause for further details as to the requirement.

- 4.8 The Supplier shall provide each specified person (as set out in column 6 of the table at Annex 2 (*Records to Upload to Virtual Library*)) access to view and download the specified information in the Virtual Library in Annex 2 (*Records to Upload to Virtual Library*) subject upon the occurrence of the event specified in the column marked Access Permission in Annex 2 (*Records to Upload to Virtual Library*) to this Schedule.
- 4.9 Where the Authority notifies the Supplier that the Authority's Third Party Auditor shall be a Nominated Authority User (prior to the Authority being granted access) it shall be entitled to access, view and download information specified in Annex 2 (*Records to Upload to Virtual Library*) subject to it entering into a confidentiality agreement with the Supplier and the Authority to keep the contents confidential for the purpose of reporting to the Authority (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.10 The Supplier shall ensure that the Virtual Library retains in an accessible form all historic or superseded records of the information specified Annex 2 (*Records to Upload to Virtual Library*). In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library, except for the purposes of maintenance (provided no information is lost during maintenance) or to enable the Supplier to comply with Data Protection Legislation.
- 4.11 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Agreement at the date of upload.
- 4.12 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within 10 Working Days unless already due to be updated beforehand due to an Update Requirement specified in Annex 2 (*Records to Upload to Virtual Library*).
- 4.13 In the event of a conflict between any requirement in this Agreement (excluding Annex 2 (*Records to Upload to Virtual Library*)) for the Supplier to provide information to the Authority and the requirements set out in Annex 2 (*Records to Upload to Virtual Library*) of this Schedule, the requirement elsewhere in this Agreement shall prevail.
- 4.14 On request by the Authority the Supplier shall provide the Nominated Authority Users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.15 For the avoidance of doubt, the cost of ensuring any access restrictions are in place shall be for the Supplier. Each party shall bear its own costs of any redactions, and of compliance with the Data Protection Legislation in respect of the information hosted on the Virtual Library in their role as controller or processor of such information.

ANNEX 1: RECORDS TO BE KEPT BY THE SUPPLIER

The records to be kept by the Supplier are:

1. This Agreement, its Schedules and all amendments to such documents.
2. All other documents which this Agreement expressly requires to be prepared.
3. Records of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by any expert.
5. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
6. All formal notices issued pursuant to Clause 44 (*Notices*) of the Agreement, and other formal reports or submissions identified and agreed by the Agreement Managers, made by either Party in connection with the provision of the Services.
7. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
8. Documents prepared by the Supplier in support of claims for the Charges.
9. Documents submitted by the Supplier pursuant to the Change Control Procedure.
10. Documents submitted by the Supplier or received from the Authority pursuant to invocation by the Supplier or the Authority of the Dispute Resolution Procedure.
11. Invoices and records related to VAT sought to be recovered by the Supplier.
12. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
13. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.
14. All journals and audit trail data referred to in Schedule 2.4 (*Security Management*).
15. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

ANNEX 2: RECORDS TO UPLOAD TO VIRTUAL LIBRARY

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
Clause 14.3	Key Personnel	Sch 9.2	Within 20 Working Days of the Effective Date	On replacement of Key Personnel	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 7.5	Financial Information	Schedule 7.5	Where required under Schedule 7.5 (<i>Financial Reports and Audit Rights</i>)	TBC	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Clause 6.1	Quality Plans	As appropriate and agreed between Parties	Within 60 Working Days of the Effective Date	Change reported via Annual Report Schedule 2.2 Part B Para. 1	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time
Clause 8	Services Improvement report to Assurance Group	As appropriate and agreed between Parties	12 months after the Effective Date	Annually in each Contract Year for the following Contract Years	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time
Clause 15.1	Supply Chain Rights and Protections report	As appropriate and agreed between Parties	As reasonably requested by the Authority after the Effective Date		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time
Clause 15.20 c	Slavery and Trafficking report	As appropriate and agreed between Parties	Prior to the date of Senior Representatives Planning Meeting in first Contract Year	Prior to the date of Senior Representatives Planning Meeting for the following Contract Years	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time
Clause 32.7	Force Majeure reports	As appropriate and agreed between Parties	Where the Supplier is the Affected Party it shall provide to the Authority any reports requested by the Authority pursuant to Schedule 8.4		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time
Schedule 2.1 Part 4 Para. 2.2.1	Research & Development Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 2.1 Part 6 Para. 1.2	International Engagement Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 2.1 Part 6 Para 1.2	International Standards Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					notified by the Authority to the Supplier from time to time.
Schedule 2.1 Part 7 Para. 2.1	Educational Support Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 2.1 Part 11 Para. 3.11	Customer Support Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 2.2 Part A Para. 5	Performance Matrix and Draft Matrix	Schedule 2.2 Annex 1	On the Effective Date (in relation to Contract Year 1) and thereafter on 31 January (in relation to any other Contract Year)		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 2.2 Part B Para. 1	Performance Monitoring Report	Schedule 2.2 Annex 2	Within 10 Working Days of the end of each Service Period	Within 10 Working Days of the end of each Service Period	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 2.2 Part B Para. 1	Quarterly Performance Monitoring Report	As appropriate and agreed between Parties	Within 10 Working Days of the end of each Quarter	Within 10 Working Days of the end of each Quarter	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 2.2 Part B Para. 1	Annual Report	As appropriate and agreed between Parties	Within 20 Working Days of the end of each Contract Year	Within 20 Working Days of the end of each Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 2.4 Para 5	Breach of Security report	As appropriate and agreed between Parties	As identified by the Supplier		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 2.5 Para 4	Evidence of Insurances	As appropriate and agreed between Parties	On the Effective Date	Within 20 Working Days after the renewal or replacement of each of the Insurances	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 6.1 Para 4	Proposed Detailed Delivery Plan Detailed Delivery Plan	As appropriate and agreed between Parties	By the end of March 2020 in first Contract Year	No later than 15 November in each Contract Year for the following Contract Years	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 6.1 Para 4	Key Milestone Delivery Plan	Schedule 6.1 Annex 2	By the end of March 2020 in first Contract Year	No later than 15 November in each Contract Year for the following Contract Years	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 6.1 Para 6.2	User Engagement Report	As appropriate and agreed between Parties	Within 20 Working Days following the completion of the User Engagement Activity		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 6.1 Para 6.3/6.4	Finalised Milestone Specification	As appropriate and agreed between Parties	Within 20 Working Days following provision of the User Engagement Report		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 6.1 Para 6.3/6.4	User Acceptance Criteria	As appropriate and agreed between Parties	Within 20 Working Days following provision of the User Engagement Report		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 6.1 Para 6.7	Proposed User Acceptance Test Plan	As appropriate and agreed between Parties	No later than 20 Working Days after provision of the Finalised Milestone Specification and User Acceptance Criteria		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 6.1 Para 6.7	Agreed User Acceptance Test Plan	As appropriate and agreed between Parties	Within 20 Working Days of the date of receipt of such Plan by the Authority		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 7.1 Part C Para 1.1	Invoice template	As appropriate and agreed between Parties	Within 10 Working Days of the Effective Date		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Supplier from time to time.
Schedule 7.1 Part A Para 3.17	Annual Charge First Instalment invoice	As appropriate and agreed between Parties	Within 30 days after the commencement of the relevant Contract Year in accordance with Part C: Invoicing		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 7.1 Part A Para 3.18	Annual Charge Second Instalment invoice	As appropriate and agreed between Parties	Within 30 days after the Half Year of the relevant Contract Year in accordance with Part C: Invoicing		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Supplier from time to time.
Schedule 7.1 Part A Para 9	New NGD Data Fee invoice	As appropriate and agreed between Parties	On the Effective Date	On the first, second and third anniversary of the Effective Date	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 7.1 Part A Para 10	Enhanced Technical Support for the Technical Engagement Activity provided by the Supplier at Level 4 invoice	As appropriate and agreed between Parties	On the Effective Date	On the first, anniversary of the Effective Date	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 7.1 Part A Para 11	Year Zero Fee invoice	As appropriate and agreed between Parties	No later than 31 March 2020		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 7.1 Part B Para 5	Notification of Supplier expectation to use an Infrastructure Asset	As appropriate and agreed between Parties	No later than 20 Working Days following the Supplier having entered into a legally binding agreement with a third party		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 7.5 Para B Para 1	TPE Report (one in any 6-month period during the Term)	As appropriate and agreed between Parties	Within 20 Working Days (or such other timescale agreed between the Parties) at any time following the end of Contract Year 2		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.1 Para. 2.7 c	Change control log	As appropriate and agreed between Parties	On the Effective Date		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.1 Para. 2.7 d	Digital Services report	As appropriate and agreed between Parties	Within 10 Working Days of the end of each Service Period		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.1 Para. 2.7 j	Risk Log	As appropriate and agreed between Parties	On the Effective Date		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.1 Para. 2.17	Communications Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.1 Para. 6.3	User Engagement Plan	As appropriate and agreed between Parties	Submission for agreement of the Authority no later than 30 April 2020	No later than 1 December in each Contract Year the Supplier shall submit to the Authority proposed Plans for the following Contract Year	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.2 Para. 4	Change Request	Schedule 8.2 Annex 1	Either Party may issue a Change Request after Effective Date		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.2 Para.4 and 5	Impact Assessment Estimate	As appropriate and agreed between Parties	Within 10 Working Days of the date of issuing the Change Request		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.2 Para. 4 and 5	Impact Assessment	As appropriate and agreed between Parties	Within the period agreed in the Impact Assessment Estimate		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.4 Para. 1.1	Template Transparency Report	As appropriate and agreed between Parties	Within three (3) months of the Effective Date the Supplier shall provide to the Authority for its approval		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.4 Para. 1.2	Transparency Report	As appropriate and agreed between Parties	No later than 10 Working Days prior to the date of such Senior Representatives Planning Meeting in first Contract Year	Annually no later than 10 Working Days prior to the date of such Senior Representatives Planning Meeting for the following Contract Years	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.5 Para 1.2	Registers of Exclusive Assets and sub-contracts	As appropriate and agreed between Parties	Prior to the date of such Senior Representatives Planning Meeting in first Contract Year	Prior to the date of such Senior Representatives Planning Meeting for the following Contract Years and/or in the 12 month period prior to Exit	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.5 Para. 3	Reports to assist in re-tendering of services	As appropriate and agreed between Parties	Upon request by Authority after first Contract Year		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time.
Schedule 8.5 Para. 4	Exit Plan	As appropriate and agreed between Parties	The Supplier shall, within 12 months after the Effective Date in the event of termination		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time.
Schedule 8.6 Para. 2.2(a)(ii)	Service Continuity Plan (including: Business Continuity Plan and Disaster Recovery Plan)	As defined in Schedule 8.6 Part A, Part B and Part C	Within 40 Working Days from the Effective Date for approval by the Authority		Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the Authority to the Supplier from time to time
Schedule 8.6 Para.7	Review Report	As defined in Schedule 8.6 Part A, Part B and Part C	In accordance with Schedule 8.6 Para.7 (a) (b) (c)	In accordance with Schedule 8.6 Para.7 (a) (b) (c)	Authority Manager and such other Nominated Authority Users as the Authority may notify to the Supplier from time to time. Access Permissions as notified by the

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Nominated Authority Users and Access Permissions
					Authority to the Supplier from time to time

SCHEDULE 8.5
EXIT MANAGEMENT

Exit Management

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Emergency Exit”	<p>any termination of this Agreement which is a:</p> <ul style="list-style-type: none">(a) termination of the whole or part of this Agreement in accordance with Clause 33 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to 6 months;(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 33 (Termination Rights); or(c) wrongful termination or repudiation of this Agreement by either Party;
“Exclusive Assets”	<p>any Assets used by the Supplier or a Significant Sub-contractor which the parties jointly identify are used exclusively in the provision of the Services and for no other purpose and without which it would not be possible for the Authority and/or any Replacement Supplier to provide Replacement Services;</p>
“Exit Information”	<p>has the meaning given in Paragraph 3.1;</p>
“Exit Manager”	<p>the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under this Schedule;</p>
“Net Book Value”	<p>the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;</p>
“Non-Exclusive Assets”	<p>those Assets (if any) which are used by the Supplier or a Significant Sub-contractor in connection with the Services but which are also used by the Supplier or Significant Sub-contractor for other purposes;</p>

“Ordinary Exit”	any termination of the whole or part of this Agreement which occurs: pursuant to Clause 33 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or as a result of the expiry of the Term;
“Registers”	the register referred to in Paragraph 2.1(a);
“Transferable Assets”	those of the Exclusive Assets which are capable of legal transfer to the Authority;
“Transferable Contracts”	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which have been entered into solely for the purposes of the Agreement and for no other purpose, and without which it would not be possible for the Authority or any Replacement Supplier to provide Replacement Services, including in relation to licences all relevant Documentation; and
“Transferring Contracts”	has the meaning given in Paragraph 6.2.

2 OBLIGATIONS DURING THE TERM TO FACILITATE EXIT

2.1 As part of annual review meetings between the Senior Representatives, and/or in the 12 month period prior to termination or expiry of this Agreement, the Authority may request the Supplier to and the Supplier shall:

- (a) create and maintain a register of all:
 - (i) Exclusive Assets, detailing their:
 - (A) ownership;
 - (B) Net Book Value;
 - (C) use (including technical specifications); and
 - (ii) Sub-contracts and other relevant agreements entered into solely for the performance of the Services and for no other purpose, and without which it would not be possible for the Authority or any Replacement Supplier to provide Replacement Services;
- (b) Not Used

- 2.2 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within 3 months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

3 OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 3.1 On reasonable notice at any point during the Term that is after the end of the first Contract Year, the Supplier shall provide to the Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:

- (a) details of the Service(s);
- (b) an updated copy of the Registers;
- (c) an inventory of Authority Data in the Supplier's possession or control;
- (d) details of any key terms of any contracts and licences in the Registers, particularly as regards charges, termination, assignment and novation;
- (e) the terms upon which any relevant Non-Exclusive Assets may be available to potential Replacement Supplier(s);
- (f) a list of on-going and/or threatened disputes in relation to the provision of the Services;
- (g) information required in accordance with Schedule 9.1 (Staff Transfer); and
- (h) such other material and information as the Authority shall reasonably require,

(together, the **"Exit Information"**).

- 3.2 Subject to entry into of appropriate confidentiality arrangements with the Supplier, the Supplier acknowledges that the Authority may disclose the Supplier's Confidential Information (excluding Commercially Sensitive Information) to an actual or prospective Replacement Supplier or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this Paragraph 3.2 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-contractors' prices or costs).

- 3.3 The Supplier shall:

- (a) notify the Authority within 10 Working Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Authority regarding such proposed material changes; and

- (b) provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 20 Working Days of a request in writing from the Authority.
- 3.4 The Supplier may charge the Authority for its reasonable additional costs to the extent the Authority requests more than 3 updates in any 6 month period.
- 3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:
 - (a) prepare an informed offer for those Services; and
 - (b) not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

4 EXIT PLAN

- 4.1 The Supplier shall, within 12 months after the Effective Date, deliver to the Authority an Exit Plan which:
 - (a) obliges the Supplier to co-operate and work in good faith with the Authority and/or any Replacement Supplier in the event of a Partial Termination, expiry or termination of this Agreement;
 - (b) sets out a proposed methodology for achieving the co-operation and working in good faith referred to in Paragraph 4.1(b) and achieving an orderly transition of the relevant Services from the Supplier to the Authority and/or its Replacement Supplier in the event of a Partial Termination, expiry or termination of this Agreement;
 - (c) complies with the requirements set out in Paragraph 4.2; and
 - (d) is otherwise reasonably satisfactory to the Authority.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - (a) how the Exit Information is obtained;
 - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Supplier may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Supplier of all such reasonable assistance as the Authority shall require to enable the Authority or its sub-contractors to provide the Services;
 - (c) a mechanism for dealing with Partial Termination on the assumption that the Supplier will continue to provide the remaining Services under this Agreement;

- (d) the process and management to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
 - (e) the process and management to be employed during the Termination Assistance Period;
 - (f) a description of both the transfer and cessation processes, including a draft timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
 - (g) how the Services could transfer to a Replacement Supplier and/or the Authority, including, where relevant, details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable);
 - (h) the scope of the Termination Services that may be required for the benefit of the Authority (including such of the services set out in Annex 1 as are applicable);
 - (i) a timetable and critical issues for providing the Termination Services;
 - (j) any charges that would be payable for the provision of the Termination Services (calculated in accordance with the methodology that would apply if such Services were being treated as a Contract Change), together with a capped estimate of such charges;
 - (k) how each of the issues set out in this Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period.
- 4.4 The Parties acknowledge that the migration of the Services from the Supplier to the Authority and/or its Replacement Supplier may be phased, such that certain of the Services are handed over before others.
- 4.5 The Supplier shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Contract Year (commencing with the second Contract Year), within 14 days of such request, to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Supplier shall submit the revised Exit Plan to the Authority for review. Within 20 Working Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that 20 Working Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

- 4.6 Within 20 Working Days after service of a Termination Notice by either Party or 6 months prior to the expiry of this Agreement, the Supplier will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes

in the Services that have occurred since the Exit Plan was last agreed.

- 4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Working Days following its delivery to the Authority then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan, the Supplier shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5 TERMINATION SERVICES

Notification of Requirements for Termination Services

- 5.1 The Authority shall be entitled to require the provision of Termination Services at any time during the Term by giving written notice to the Supplier (a **“Termination Assistance Notice”**) at least 6 months prior to the date of Partial Termination, termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than 1 month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- (a) the date from which Termination Services are required;
- (b) the nature of the Termination Services required; and
- (c) the period during which it is anticipated that Termination Services will be required, which shall continue no longer than 24 months after the date that the Supplier ceases to provide the terminated Services.

- 5.2 The Authority shall have:

- (a) an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than 6 months after the date the Supplier ceases to provide the terminated Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than 20 Working Days prior to the date on which the provision of Termination Services is otherwise due to expire; and
- (b) the right to terminate its requirement for Termination Services by serving not less than 30 Working Days' written notice upon the Supplier to such effect.

Termination Assistance Period

- 5.3 Throughout the Termination Assistance Period, or such shorter period as the Authority may require, the Supplier shall:

- (a) continue to provide the Services (as applicable) and, if required by the Authority pursuant to Paragraph 5.1, provide the Termination Services;

- (b) in addition to providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue following the Partial Termination, termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Supplier;
 - (c) use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Authority;
 - (d) provide the Services and the Termination Services at no detriment to the Thresholds, save to the extent that the Parties agree otherwise in accordance with Paragraph 5.5.
- 5.4 Without prejudice to the Supplier's obligations under Paragraph 5.3(c), if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.3(b) without additional costs to the Supplier, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure.
- 5.5 If the Supplier demonstrates to the Authority's reasonable satisfaction that transition of the Services and provision of the Termination Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Thresholds, the Parties shall vary the relevant Thresholds and/or the applicable Performance Measure Amount to take account of such adverse effect.

Termination Obligations

- 5.6 The Supplier shall comply with all of its obligations contained in the Exit Plan in respect of any Partial Termination or termination.
- 5.7 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule) in respect of the Services that have been terminated, the Supplier shall:
- (a) cease to use the Authority Data;
 - (b) provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority);
 - (c) comply with its obligations under schedule 2.4 (Security Management) in relation to Authority Data;
 - (d) return to the Authority such of the following as is in the Supplier's possession or control:
 - (i) all materials created by the Supplier under this Agreement in which the IPRs are owned by the Authority, save as permitted under licence agreements between the Authority and Supplier in relation to such materials;

- (e) provide reasonable access during normal working hours to the Authority and/or the Replacement Supplier for up to 12 months after the Partial Termination, expiry or termination of this Agreement to:
 - (i) such information relating to the Services as remains in the possession or control of the Supplier; and
 - (ii) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Authority and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this Paragraph 5.7(f)(ii).

5.8 Upon Partial Termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

5.9 Except where this Agreement provides otherwise, all licences granted by either Party to the other in relation to the terminated Services shall be terminated with effect from the end of the Termination Assistance Period.

6 ASSETS, SUB-CONTRACTS AND SOFTWARE

6.1 Following notice of termination or Partial Termination of this Agreement and during the Termination Assistance Period, the Supplier shall not, in respect of the Assets listed in the Registers that relate to the terminated Services, without the Authority's prior written consent:

- (a) terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges;
- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
- (c) terminate, enter into or vary any licence for software in connection with the Services.

6.2 Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to Paragraph 5.3(e), the Authority shall provide written notice to the Supplier setting out:

- (a) which, if any, of the Transferable Assets the Authority proposes to be transferred to the Authority and/or the Replacement Supplier in respect of the terminated Services;

- (b) which, if any, of:
 - (i) the Exclusive Assets that are not Transferable Assets; and
 - (ii) the Non-Exclusive Assets,
 the Authority and/or the Replacement Supplier proposes the continued use of; and
- (c) which, if any, of Transferable Contracts the Authority proposes to be assigned or novated to the Authority and/or the Replacement Supplier,

in order for the Authority and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Those Transferable Assets (that are identified in paragraph 6.2(a)) which the Supplier agrees to transfer shall be defined as “**Transferring Assets**”. Those Transferable Contracts (that are identified in paragraph 6.2(c)) which the Supplier agrees to transfer shall be defined as “**Transferring Contracts**”. Where requested by the Authority and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Authority and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Authority and/or its Replacement Supplier requires to provide the Services or Replacement Services.

- 6.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where:
 - (a) a Termination Payment is payable by the Authority to the Supplier, in which case, payment for such Assets shall be included within the Termination Payment; or
 - (b) the cost of the Transferring Asset has been partially or fully paid for through the Charges at the time of expiry or termination of this Agreement, in which case the Authority shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.
- 6.4 Risk in the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Authority or the Replacement Supplier (as appropriate) on payment for the same.
- 6.5 Where the Supplier is notified in accordance with Paragraph 6.2(b) that the Authority and/or the Replacement Supplier proposes continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable work towards procuring a non-exclusive, perpetual, licence (or licence on such other terms that have been agreed by the Authority) for the Authority and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms).
- 6.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Authority and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

6.7 The Authority shall:

- (a) accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- (b) once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Supplier, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

6.8 The Supplier shall hold any Transferring Contracts on trust for the Authority until such time as the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has been effected.

6.9 The Supplier shall indemnify the Authority (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Replacement Supplier) pursuant to Paragraph 6.6 both:

- (a) in relation to any matters arising prior to the date of assignment or novation of such Sub-contract; and
- (b) in relation to any matters arising after the date of assignment or novation of such Sub-contract where the loss, liability or cost arises as a result of the Supplier's failure to comply with Clauses 16 (Intellectual Property Rights) and/or Clause 17 (Transfer and Licences Granted by the Supplier).

7 SUPPLIER PERSONNEL

7.1 The Authority and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Schedule 9.1 (*Staff Transfer*) shall apply.

7.2 The Supplier shall not take any step (expressly or implicitly or directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or the Replacement Supplier on a Service Transfer (as such term is defined in Schedule 9.1 (*Staff Transfer*)).

7.3 During the Termination Assistance Period, the Supplier shall give the Authority and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Authority and/or the Replacement Supplier.

7.4 The Supplier shall immediately notify the Authority or, at the direction of the Authority, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

- 7.5 The Supplier shall not for a period of 12 months from the date of any Service Transfer (as such term is defined in Schedule 9.1 (*Staff Transfer*)) re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Authority and/or the Replacement Supplier, except that this paragraph shall not apply where the employee, supplier or Sub-contractor applies in response to a public advertisement of a vacancy.

8 CHARGES

- 8.1 During the Termination Assistance Period (or for such shorter period as the Authority may require the Supplier to provide the Termination Services), the Authority shall pay the Charges to the Supplier in respect of the Termination Services in accordance with the rates set out in the Exit Plan. If the scope or timing of the Termination Services is changed and this results in a change to the costs of such Termination Services, the estimate may be varied in accordance with the Change Control Procedure.
- 8.2 Where the Authority requests an extension to the Termination Services beyond the Termination Assistance Period in accordance with Paragraph 5.2:
- (a) where more than 6 months' notice is provided, the same rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable; and
 - (b) where less than 6 months' notice is provided, no more than 1.2 times the rate as set out in the Exit Plan (or the Charges when not stated in the Exit Plan) shall be payable.
- 8.3 For the purpose of calculating the costs of providing the Termination Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.
- 8.4 Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

9 APPORTIONMENTS

- 9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Authority and the Supplier or, where agreed by the parties, between the Replacement Supplier and the Supplier (as applicable) as follows:
- (a) the amounts shall be annualised and divided by 365 to reach a daily rate;
 - (b) the Authority shall be responsible for (or shall procure that the Replacement Supplier shall be responsible for) or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

(c) the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

9.2 Each Party shall pay (and/or the Authority shall procure that the Replacement Supplier shall pay) any monies due under Paragraph 9.1 as soon as reasonably practicable.

ANNEX 1: SCOPE OF THE TERMINATION SERVICES

- 1 The Termination Services to be provided by the Supplier shall include such of the following services as the Parties may agree as part of the Exit Plan:
 - (a) notifying the relevant Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - (b) providing details of work volumes and staffing requirements over the 12 month period immediately prior to the commencement of the Termination Services;
 - (c) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
 - (d) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;
 - (e) reviewing any relevant Software libraries used in connection with the Services and providing details of these to the Authority and/or the Replacement Supplier;
 - (f) providing assistance and expertise as necessary to support the Authority and/or the Replacement Supplier develop the migration plan for business operations and Authority Data to the Replacement Supplier, which may include migration approach, testing of plans, contingency options, and handling of historic or archived Authority Data;
 - (g) provide all necessary support in order to enable and support the execution of the migration plan by the Authority and/or Replacement Supplier;
 - (h) agreeing with the Authority a handover plan for all of the Supplier's responsibilities as set out in Schedule 2.4 (*Security Management*);
 - (i) assisting in the execution of a parallel operation until the effective date of expiry or termination of this Agreement;
 - (j) providing an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;
 - (k) answering all reasonable questions from the Authority and/or the Replacement Supplier regarding the Services;
 - (l) agreeing with the Authority and/or the Replacement Supplier a plan for the migration of the Authority Data to the Authority and/or the Replacement Supplier;
 - (m) providing access to the Authority and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding 6 months afterwards for the purpose of the smooth transfer of the Services to the

Authority and/or the Replacement Supplier:

- (i) to information and documentation relating to the Transferring Services that is in the possession or control of the Supplier and any relevant Sub-contractors (and the Supplier agrees and shall procure that such Sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
- (ii) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors; and
- (n) knowledge transfer services, including:
 - (i) providing for transfer to the Authority and/or the Replacement Supplier of information reasonably required for the provision of the Services which may, as appropriate, include information, records and documents provided via the Virtual Library; and
 - (ii) providing the Supplier and/or the Replacement Supplier with access to such members of the Supplier's or relevant Sub-contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Supplier or its Sub-contractors.

1.2 The Supplier shall:

- (a) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(h), providing skills and expertise of a suitable standard; and
- (b) fully co-operate in the execution of the Authority Database migration plan agreed pursuant to Paragraph 1.1(l), providing skills and expertise of a reasonably acceptable standard.

1.3 During the Termination Assistance Period the Supplier shall grant personnel (including employees and consultants) of the Replacement Supplier and/or the Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- (a) any such personnel shall:
 - (i) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (ii) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Authority deems reasonable; and
- (b) the Authority and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

SCHEDULE 8.6
SERVICE CONTINUITY PLAN

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Business Continuity Plan”	has the meaning given in Paragraph 2.2(a)(ii);
“Business Continuity Services”	has the meaning given in Paragraph 4.2(b);
“Disaster”	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of 8 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
“Disaster Recovery Plan”	has the meaning given in Paragraph 2.2(a)(iii);
“Disaster Recovery Services”	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
“Review Report”	has the meaning given in Paragraphs 7.2(a) to 7.2(c);
“Service Continuity Plan”	means the plan prepared pursuant to Paragraph 2 of this Schedule which incorporates the Business Continuity Plan and the Disaster Recovery Plan; and
“Significant Sub-contractors”	means any Sub-contractor directly engaged in the provision of the Services where the relevant sub-contract is over a value of £50,000.

2 SERVICE CONTINUITY PLAN

2.1 Within 40 Working Days from the Effective Date the Supplier shall prepare and deliver to the Authority for the Authority’s written approval a Service Continuity Plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services (including where caused by an Insolvency Event of any Significant Sub-contractor); and
- (b) the recovery of the Services in the event of a Disaster.

2.2 The Service Continuity Plan shall:

- (a) be divided into three parts:

- (i) Part A which shall set out general principles applicable to the Service Continuity Plan;
 - (ii) Part B which shall relate to business continuity (the “**Business Continuity Plan**”);
 - (iii) Part C which shall relate to disaster recovery (the “**Disaster Recovery Plan**”); and
- (b) unless otherwise reasonably required by the Authority in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4 and 5.

2.3 Following receipt of the draft Service Continuity Plan from the Supplier, the Authority may:

- (a) review and comment on the draft Service Continuity Plan as soon as reasonably practicable; and
- (b) notify the Supplier in writing that it approves or rejects the draft Service Continuity Plan no later than 20 Working Days after the date on which the draft Service Continuity Plan is first delivered to the Authority, or

in circumstances where the Authority does not approve or reject the draft Service Continuity Plan within the relevant period the draft Service Continuity Plan shall be deemed approved without comment by the Authority.

2.4 If the Authority, acting reasonably, rejects the draft Service Continuity Plan:

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall then revise the draft Service Continuity Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Service Continuity Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft Service Continuity Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3 SERVICE CONTINUITY PLAN: PART A - GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the Service Continuity Plan shall:

- (a) set out how the business continuity and disaster recovery elements of the plan link to each other;
- (b) provide details of how the invocation of any element of the Service Continuity Plan may impact upon the operation of the Services;
- (c) contain an obligation upon the Supplier to liaise with the Authority (typically conducted at Agreement Manager level in the first instance) with respect to issues concerning business continuity, disaster recovery and insolvency continuity where applicable;

- (d) detail how the Service Continuity Plan links and interoperates with any overarching and/or connected disaster recovery, business continuity and/or insolvency continuity plan of the Authority of which the Authority has made known to the Supplier;
- (e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail and phone) for both portable and desk top configurations, where reasonably required by the Authority;
- (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (ii) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (iii) identification of risks arising from an Insolvency Event of any Significant Sub-contractors; and
 - (iv) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details (including roles and responsibilities) for the Supplier (and any Significant Sub-contractors) and for the Authority and contactable at all times for relevant Key Personnel and other specified roles;
- (i) identify the procedures for reverting to “normal service”;
- (j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
- (k) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the Service Continuity Plan; and
- (l) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority’s business continuity plans.

3.2 The Service Continuity Plan shall be designed so as to ensure that:

- (a) the Services are provided in accordance with this Agreement at all times during and after the invocation of the Service Continuity Plan;

- (b) the adverse impact of any Disaster; service failure; an Insolvency Event of any Significant Sub-contractor directly engaged in the provision of the Services; or disruption on the operations of the Authority or Members, is minimal as far as reasonably possible;
- (c) there is a process for the management of disaster recovery testing detailed in the Service Continuity Plan;
- (d) communication strategies are in place to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel and Significant Sub-contractor personnel;
- (e) there is identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier and Significant Sub-contractors where failure of those dependencies could reasonably have an adverse impact on the Services;
- (f) there are plans to manage and mitigate identified risks;
- (g) details of the roles and responsibilities of the Supplier and Significant Sub-contractors to minimise and mitigate the effects of an Insolvency Event of Significant Sub-contractors on the Services are identified; and
- (h) details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Significant Sub-contractors and Supplier Group members) are identified.

3.3 The Service Continuity Plan shall be upgradeable and sufficiently flexible to support any changes to the Services, to the business processes facilitated by and the business operations supported by the Services, and/or relevant changes to the Supplier Group structure that have the potential to impact upon the Services.

4 SERVICE CONTINUITY PLAN: PART B - BUSINESS CONTINUITY

PRINCIPLES AND CONTENTS

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the Services remain supported and to ensure continuity of the Services including, unless the Authority expressly states otherwise in writing:

- (a) the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- (b) the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

- (a) address the various possible levels of failures of or disruptions to the Services;

- (b) set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the “**Business Continuity Services**”);
- (c) specify any applicable Key Performance Indicators and/or Key Delivery Milestones and/or Test Issue KDMs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Key Performance Indicators and/or Key Delivery Milestones and/or Test Issue KDMs in respect of other Services during any period of invocation of the Business Continuity Plan; and
- (d) clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5 SERVICE CONTINUITY PLAN: PART C - DISASTER RECOVERY

PRINCIPLES AND CONTENTS

- 5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 5.3 The Disaster Recovery Plan shall include the following:
 - (a) details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery Plan and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (i) data centre and disaster recovery site audits;
 - (ii) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (iii) identification of all potential disaster scenarios;
 - (iv) risk analysis;
 - (v) documentation of processes and procedures;
 - (vi) hardware configuration details;
 - (vii) network planning including details of all relevant data networks and communication links;
 - (viii) invocation rules;
 - (ix) Service recovery procedures; and
 - (x) steps to be taken upon resumption of the Services to address any prevailing effect of the failure or disruption of the Services;

- (b) any applicable Key Performance Indicators and/or Key Delivery Milestones and/or Test Issue KDMs with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Key Performance Indicators and/or Key Delivery Milestones and/or test Issue KDMs in respect of other Services during any period of invocation of the Disaster Recovery Plan;
- (c) details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- (d) access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- (e) testing and management arrangements.

6 NOT USED

7 REVIEW AND AMENDMENT OF THE SERVICE CONTINUITY PLAN

7.1 The Supplier shall review and update the Service Continuity Plan (and the risk analysis on which it is based):

- (a) on a regular basis and as a minimum once every 12 months;
- (b) within three calendar months of the Service Continuity Plan (or any part) having been invoked pursuant to Paragraph 9; and
- (c) where the Authority reasonably requests any additional reviews (over and above those provided for in Paragraphs 7.1(a) and 7.1(b) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Authority's reasonable written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.

7.2 Each review of the Service Continuity Plan pursuant to Paragraph 7.1 shall be a review of the procedures and methodologies set out in the Service Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Service Continuity Plan or the last review of the Service Continuity Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Service Continuity Plan. The review shall be completed by the Supplier within the period required by the Service Continuity Plan or, if no such period is required, within such period as the Authority shall reasonably require, or if no such period is required by the Authority on an annual basis as part of annual review of Service Continuity Plans. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Service Continuity Plan, provide to the Authority a report (a **"Review Report"**) setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Services; and
- (c) the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the Service Continuity Plan following the review detailing the impact (if any and to the extent that the Authority has specifically and reasonably requested the Supplier to take into account the same) that the implementation of such proposals may have on any services or systems provided by a third party.

7.3 Following receipt of the Review Report and the Supplier's Proposals, the Authority may:

- (a) review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- (b) notify the Supplier in writing that it approves or, acting reasonably, rejects the Review Report and the Supplier's Proposals no later than 20 Working Days after the date on which they are first delivered to the Authority, or

in circumstances where the Authority does not approve or reject the Review Report and the Supplier's Proposals within the relevant period the Review Report and the Supplier's Proposals shall be deemed approved without comment by the Authority.

7.4 If the Authority, acting reasonably, rejects the Review Report and/or the Supplier's Proposals:

- (a) the Authority shall inform the Supplier in writing of its reasons for its rejection; and
- (b) the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Authority's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection. The provisions of Paragraph 7.3 and this Paragraph 7.4 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

7.5 The Supplier shall as soon as is reasonably practicable after receiving the Authority's approval (or deemed approval without comments) of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

8 TESTING OF THE SERVICE CONTINUITY PLAN

- 8.1 The Supplier shall test the Service Continuity Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to Paragraph 8.2, the Authority may reasonably require the Supplier to conduct additional tests of some or all aspects of the Service Continuity Plan at any time where the Authority, acting reasonably, considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Service Continuity Plan.
- 8.2 If the Authority reasonably requires an additional test of the Service Continuity Plan, it shall give the Supplier reasonable written notice and the Supplier shall conduct the test in accordance with the Authority's reasonable requirements and the relevant provisions of the Service Continuity Plan. The Supplier's costs of the additional test shall be borne by the Authority unless the Service Continuity Plan fails the additional test (such test being proportionate and reasonable) in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 8.3 The Supplier shall undertake and manage testing of the Service Continuity Plan and keep the Authority fully informed of any testing and the results of such testing and shall keep the Authority updated in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the reasonable supervision of the Authority or its nominee where the Authority elects to attend such test.
- 8.4 The Supplier shall ensure that any use by it or any Sub-contractor of "live" data in such testing is first approved with the Authority, such approval not to be unreasonably withheld or delayed. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 8.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the Service Continuity Plan (including the Service Continuity Plan's procedures) revealed by the test; and
 - (c) the Supplier's proposals for remedying any such failures.
- 8.6 Following each test, the Supplier shall take all measures reasonably requested by the Authority, (including reasonable requests for the re-testing of the Service Continuity Plan) to remedy any failures in the Service Continuity Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Authority, by the date reasonably required by the Authority as set out in such notice (where provided by the Authority otherwise within a reasonable timeframe).
- 8.7 For the avoidance of doubt, the carrying out of a test of the Service Continuity Plan (including a test of the Service Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this Agreement.

- 8.8 The Supplier shall also perform a test of the Service Continuity Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Authority.

9 INVOCATION OF THE SERVICE CONTINUITY PLAN

- 9.1 In the event of a loss of any critical part of the Service or a Disaster, the Supplier shall immediately invoke the business continuity and disaster recovery provisions in the Service Continuity Plan, including any linked elements in other parts of the Service Continuity Plan, and shall inform the Authority promptly of such invocation. In all other instances the Supplier shall invoke the business continuity and disaster recovery plan elements only where it has given the Authority reasonable prior notice.

SCHEDULE 8.7
CONDUCT OF CLAIMS

1 INDEMNITIES

- 1.1 This Schedule shall apply to the conduct, by a Party from whom an indemnity is sought under this Agreement (the “Indemnifier”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “Beneficiary”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Agreement, the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of the liability arising out of a claim (the “Claim”), the Indemnifier shall be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim and the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
 - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute;
 - (c) the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
 - (d) the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:
- (a) the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
 - (b) the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or
 - (c) the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

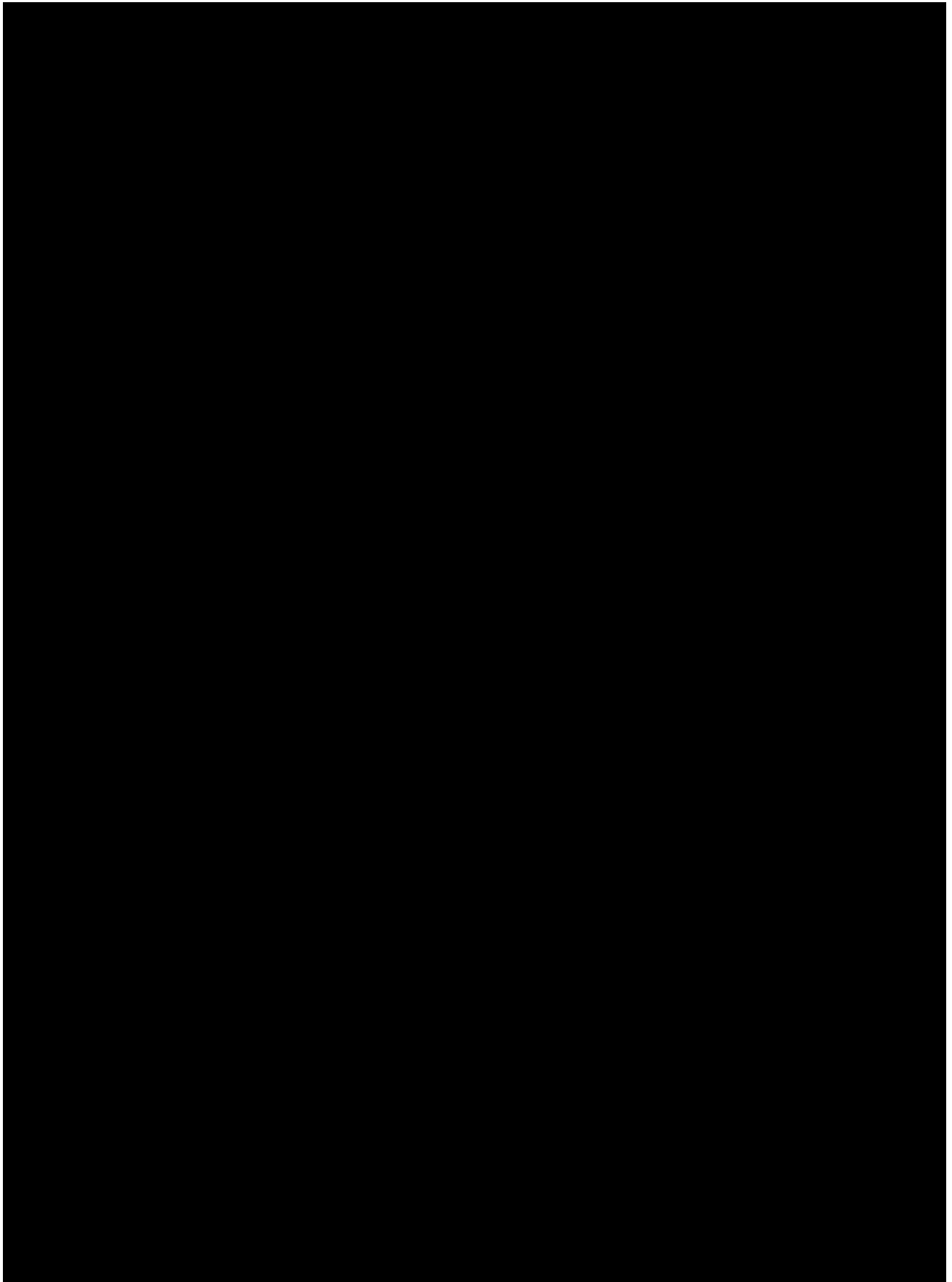
2 RECOVERY OF SUMS

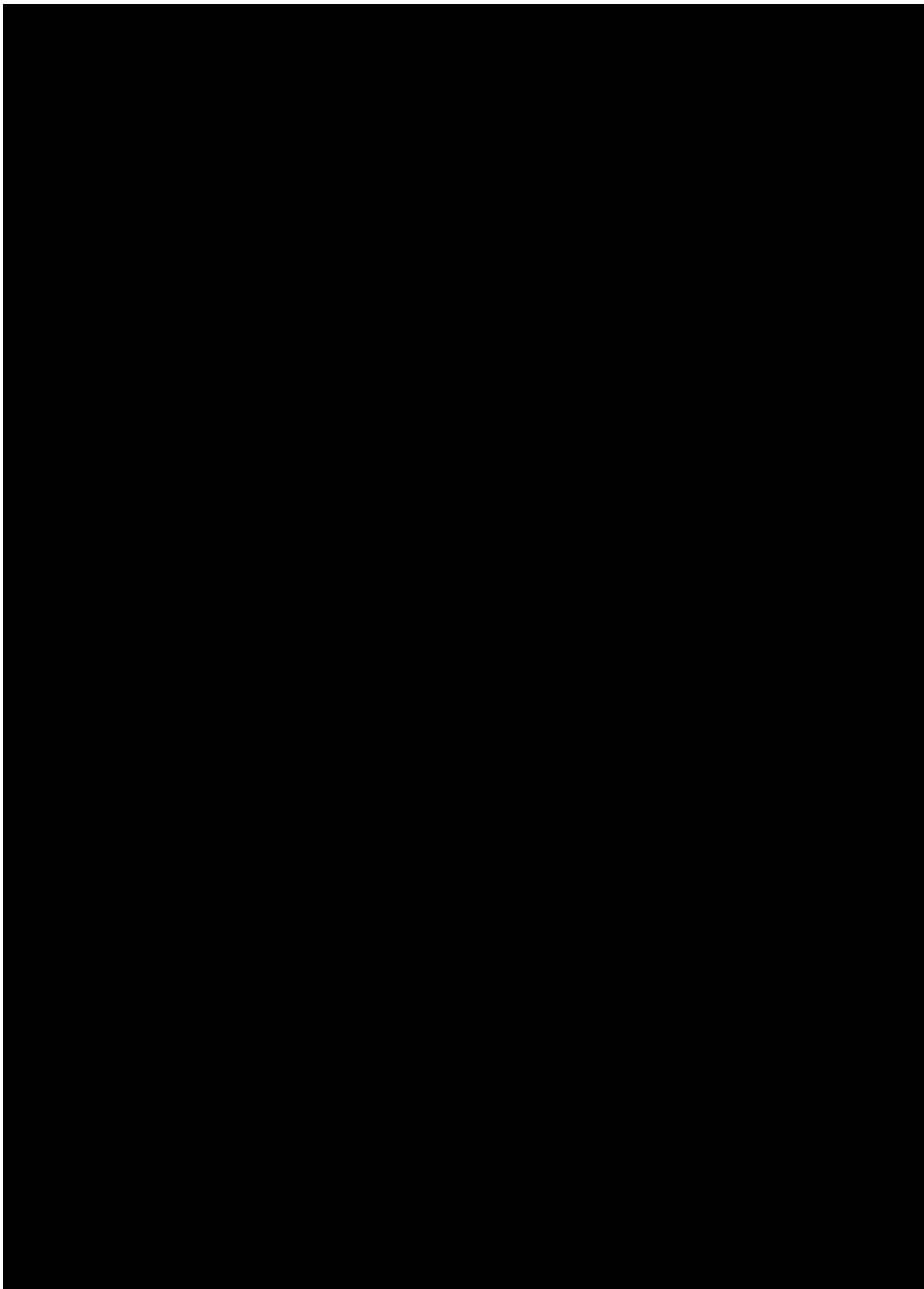
- 2.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (a) an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and
 - (b) the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

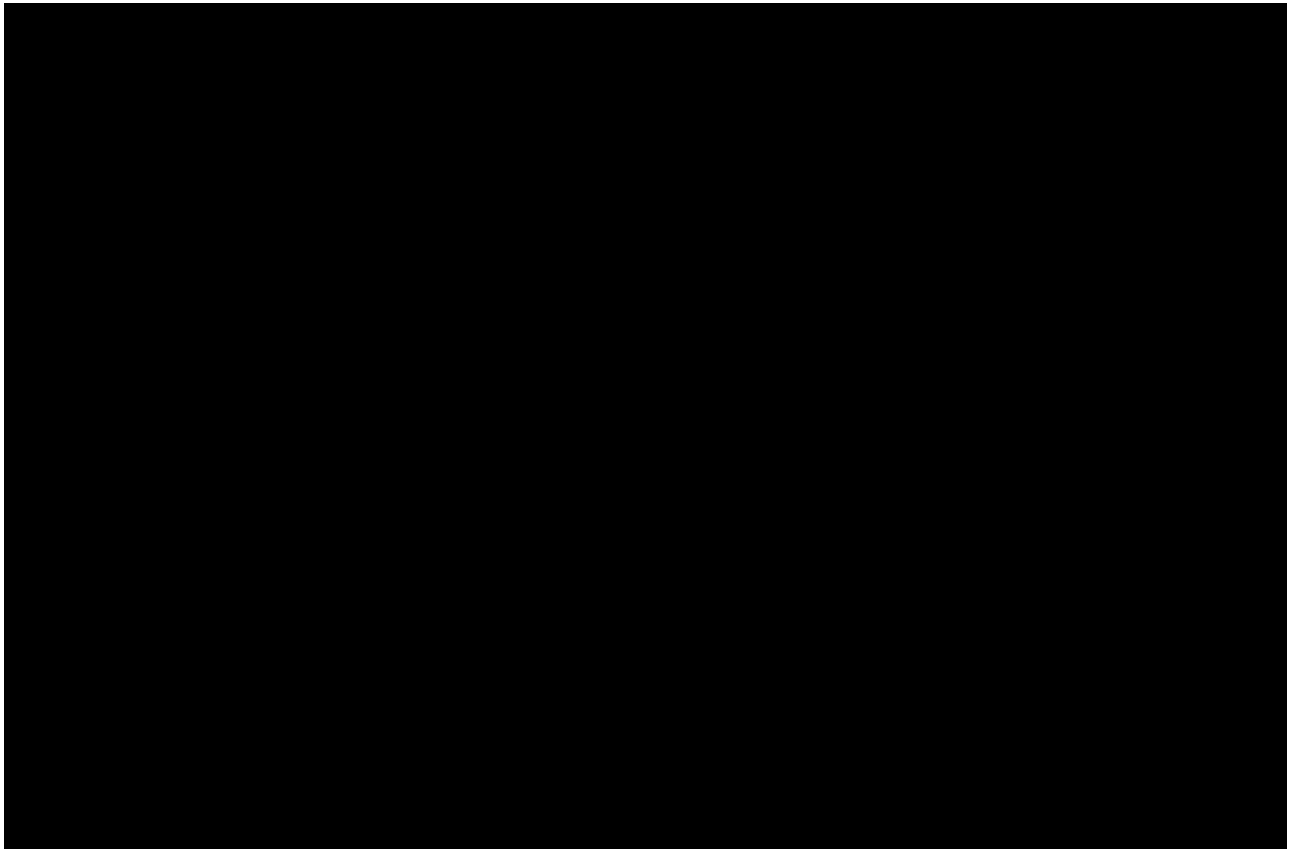
3 MITIGATION

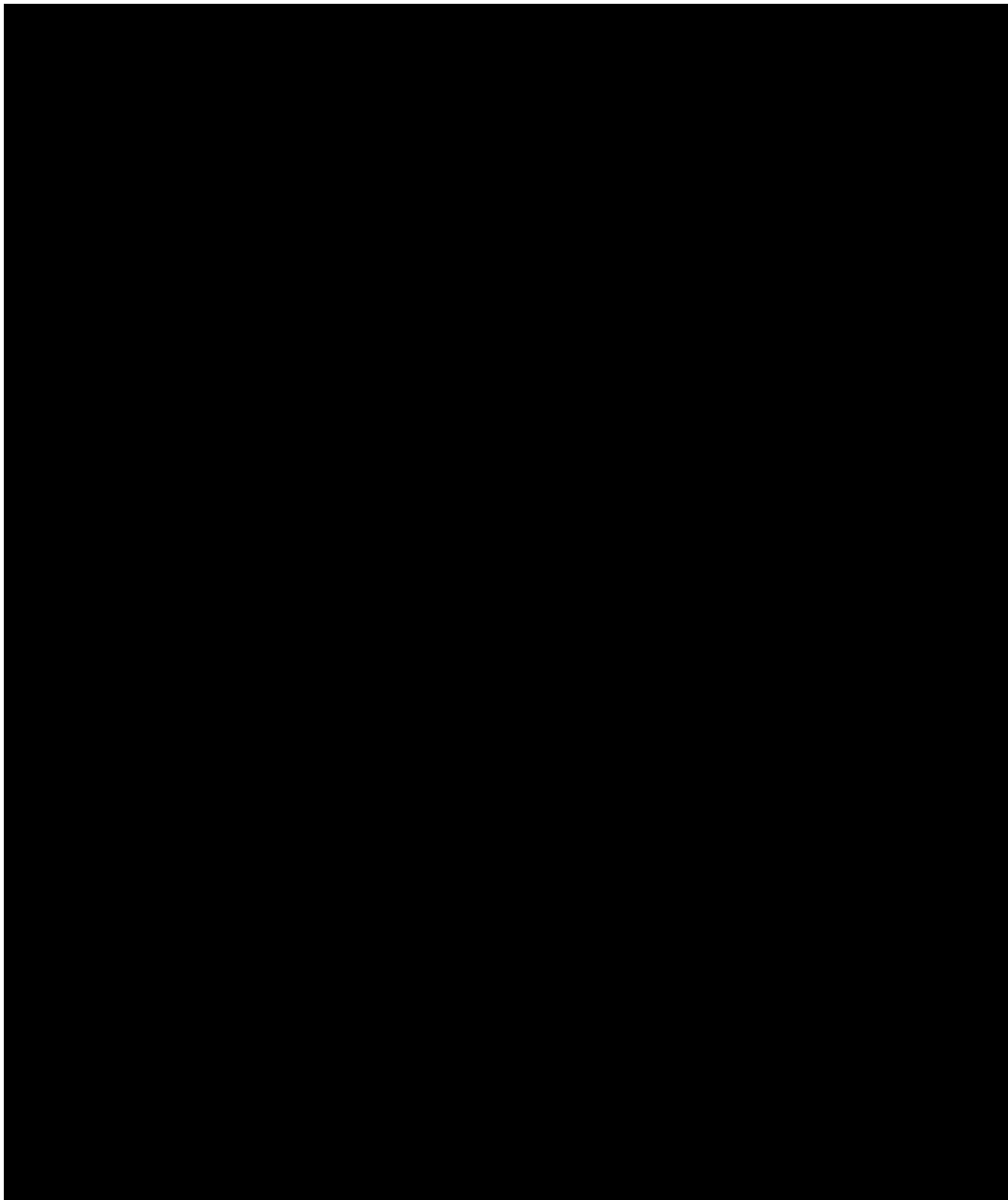
- 3.1 Each of the Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

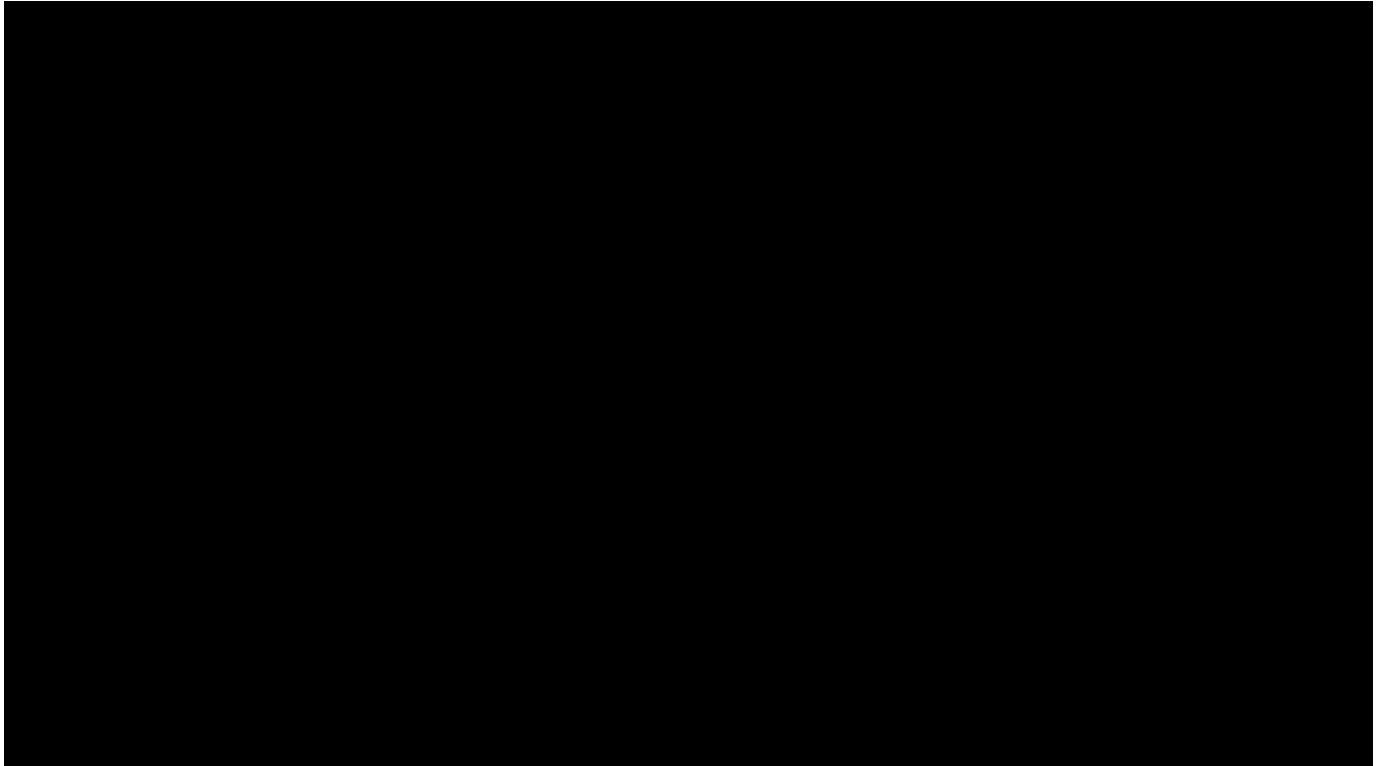
SCHEDULE 9.1
STAFF TRANSFER

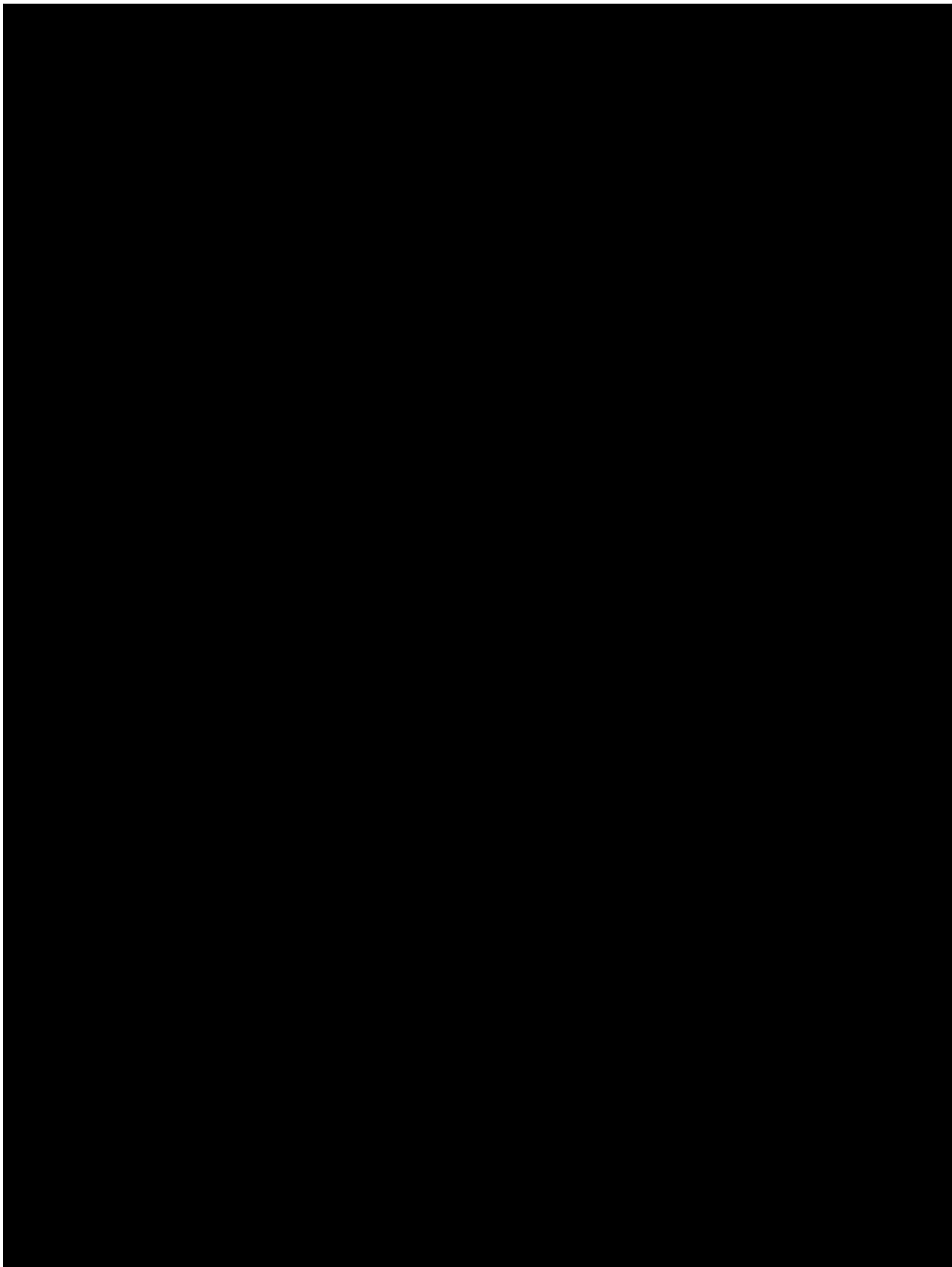


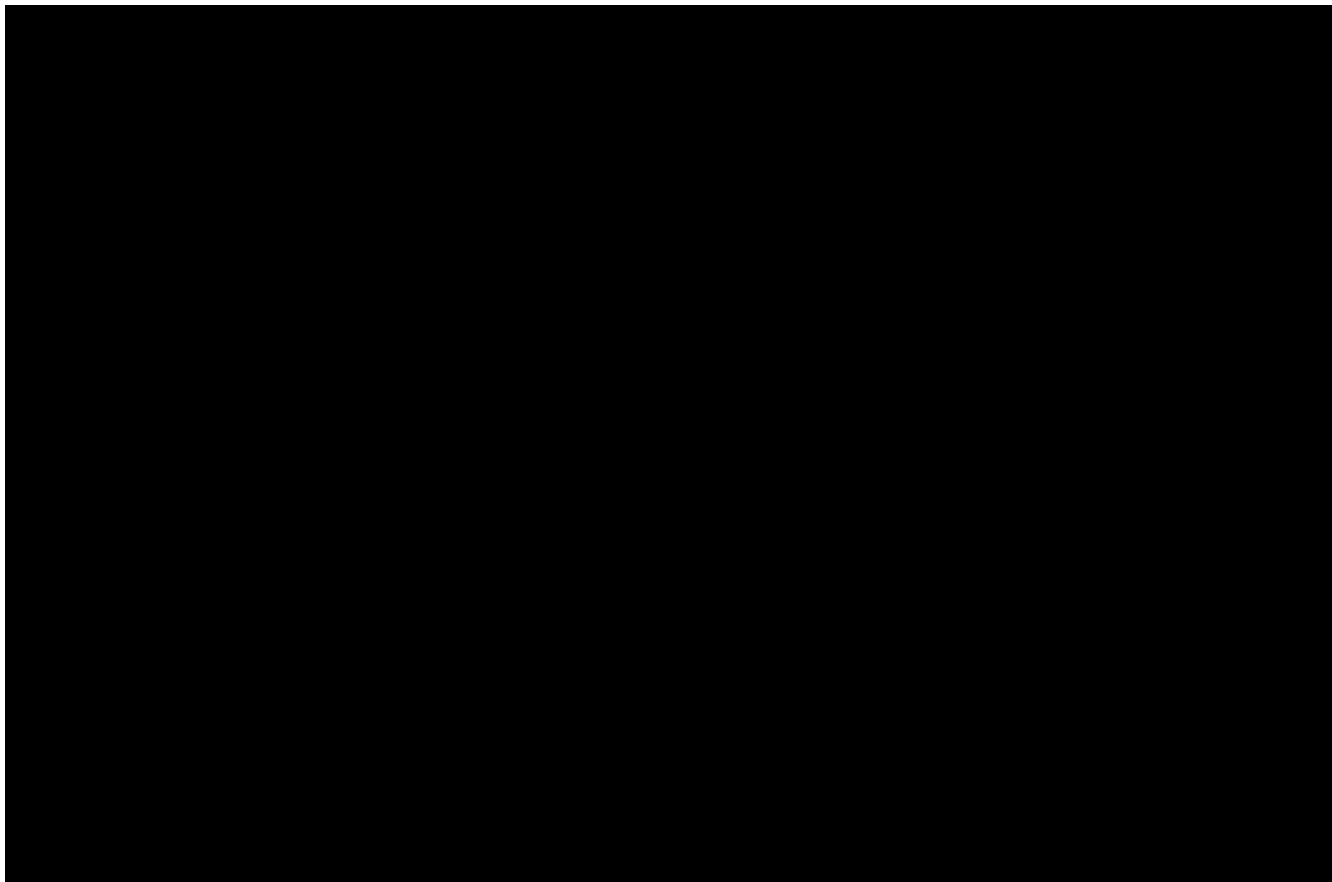


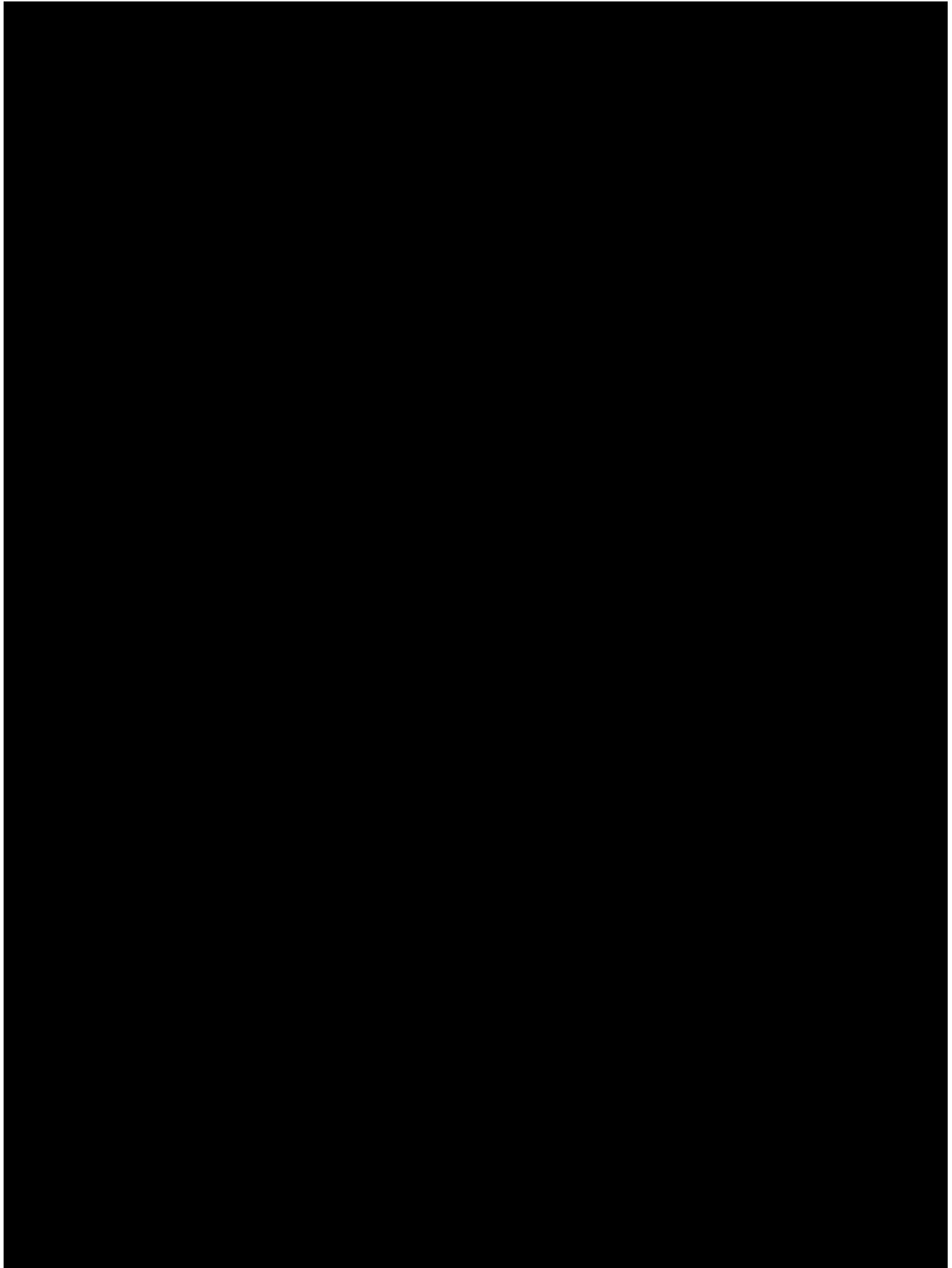


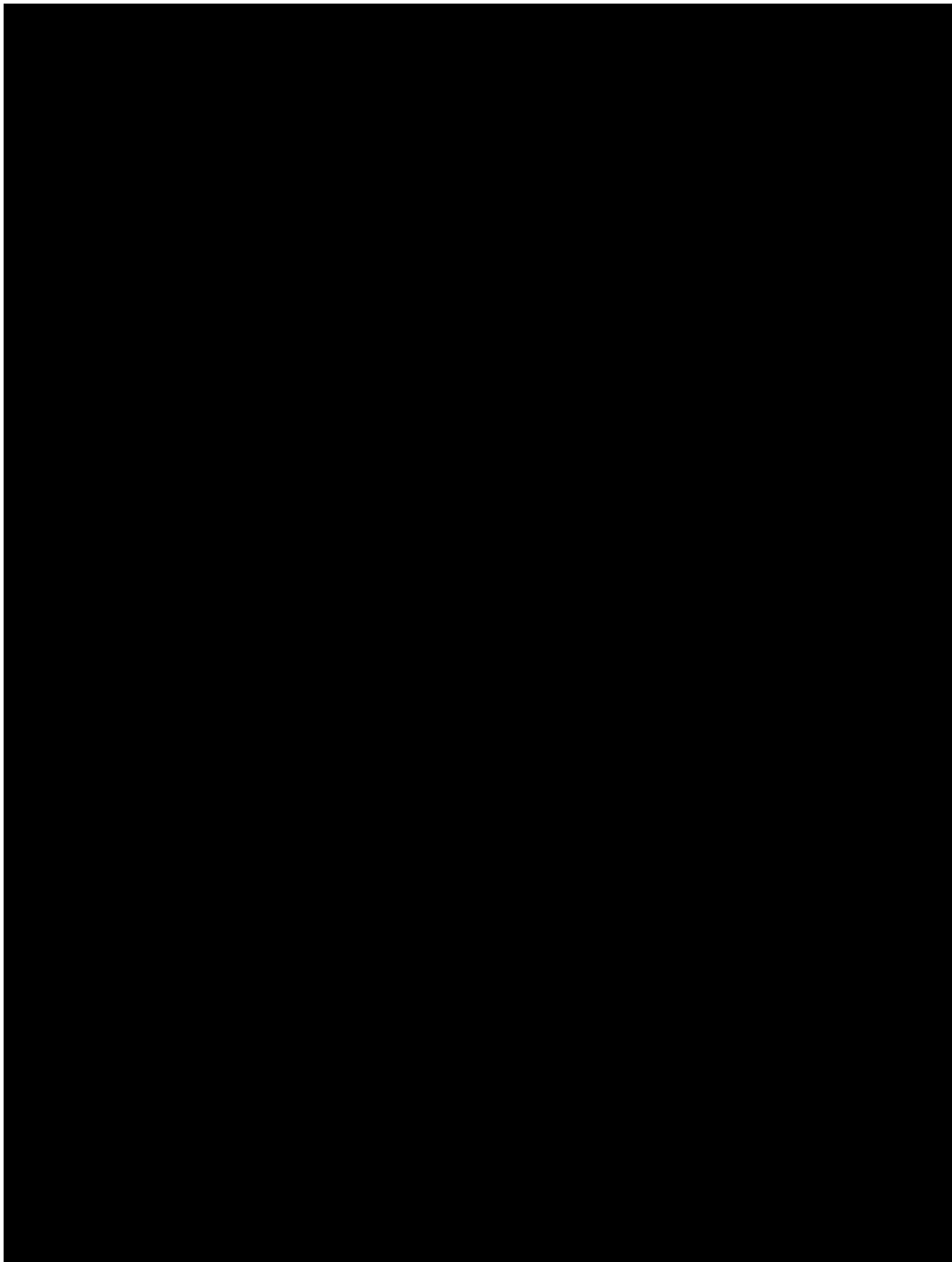


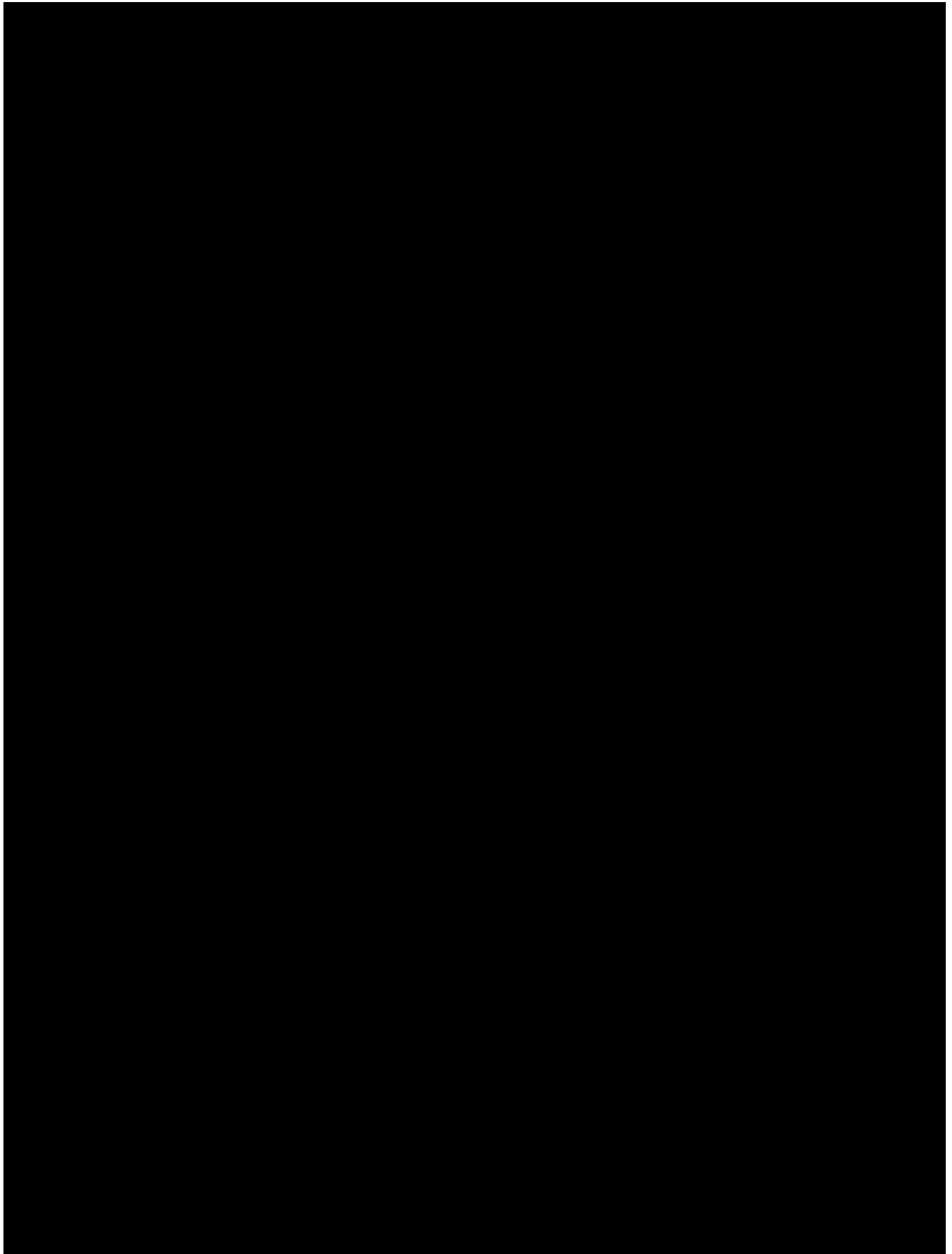


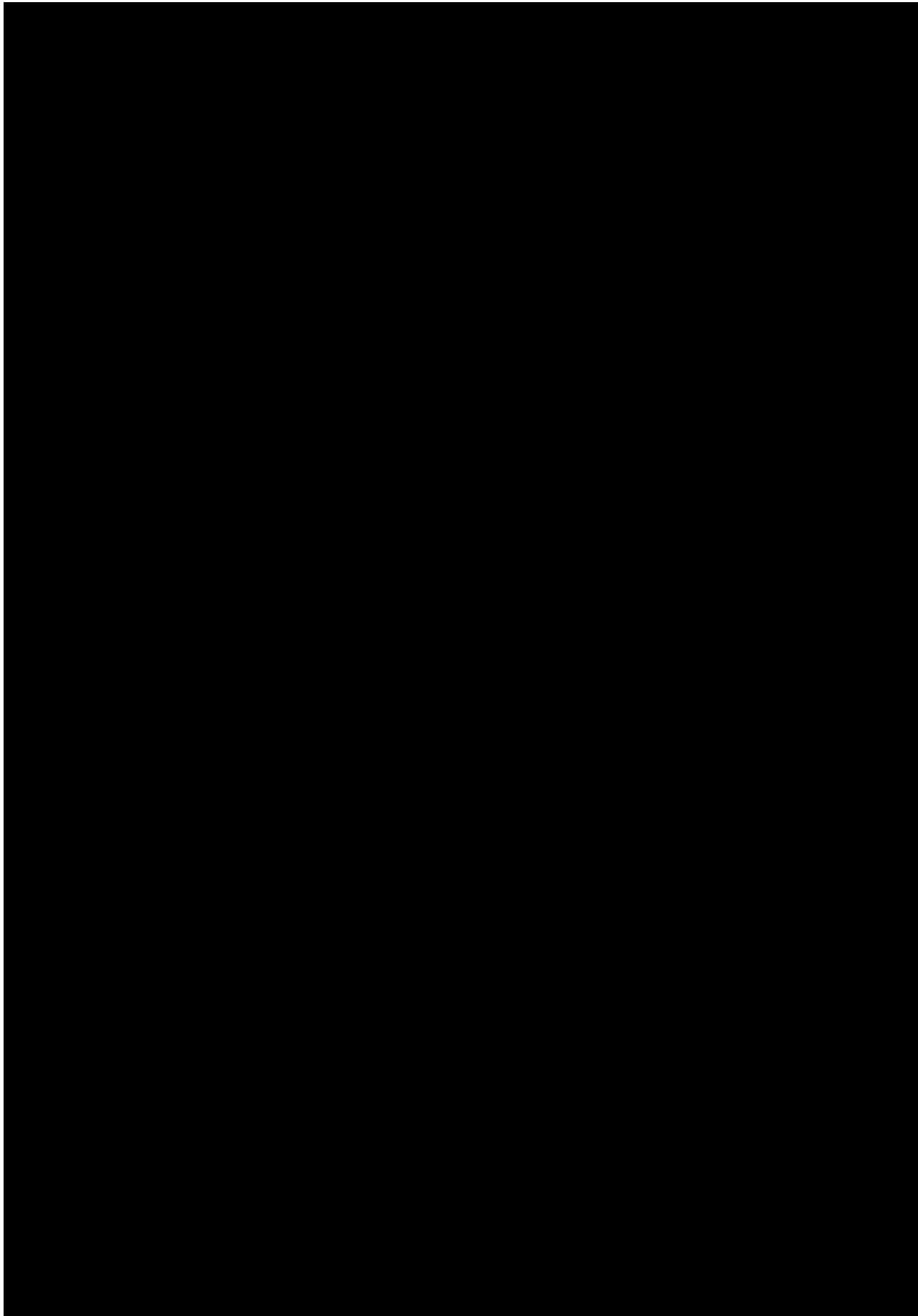


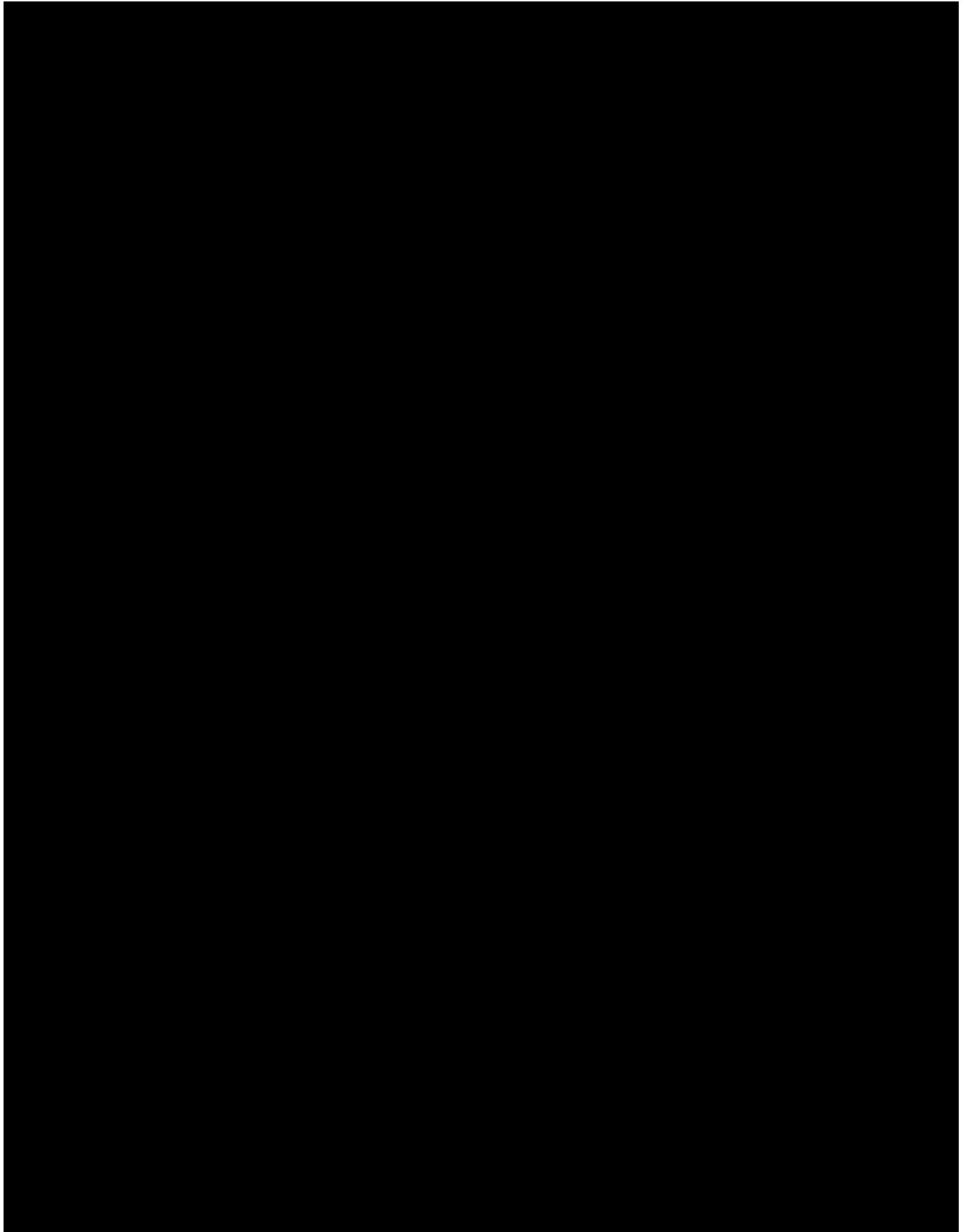


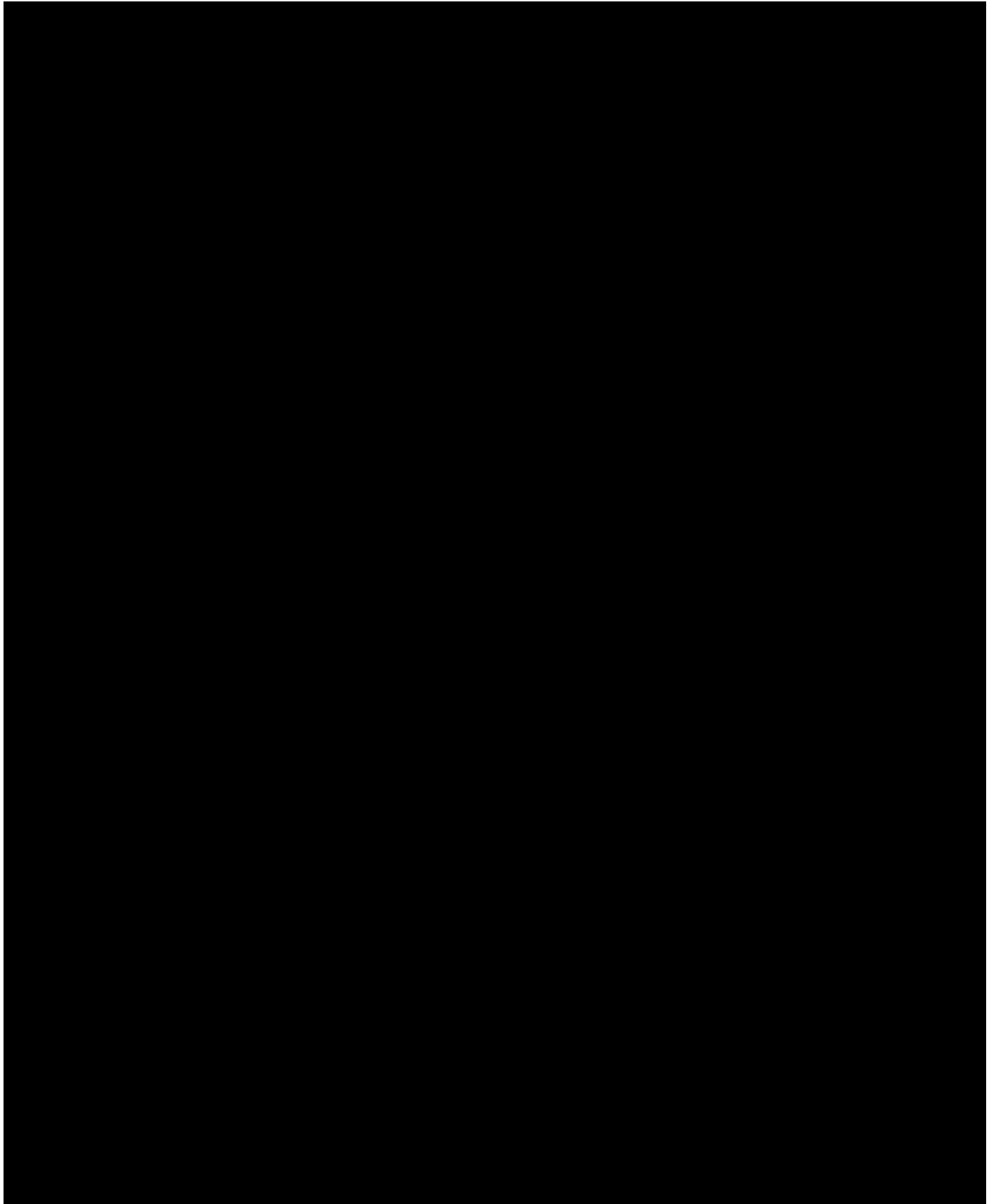


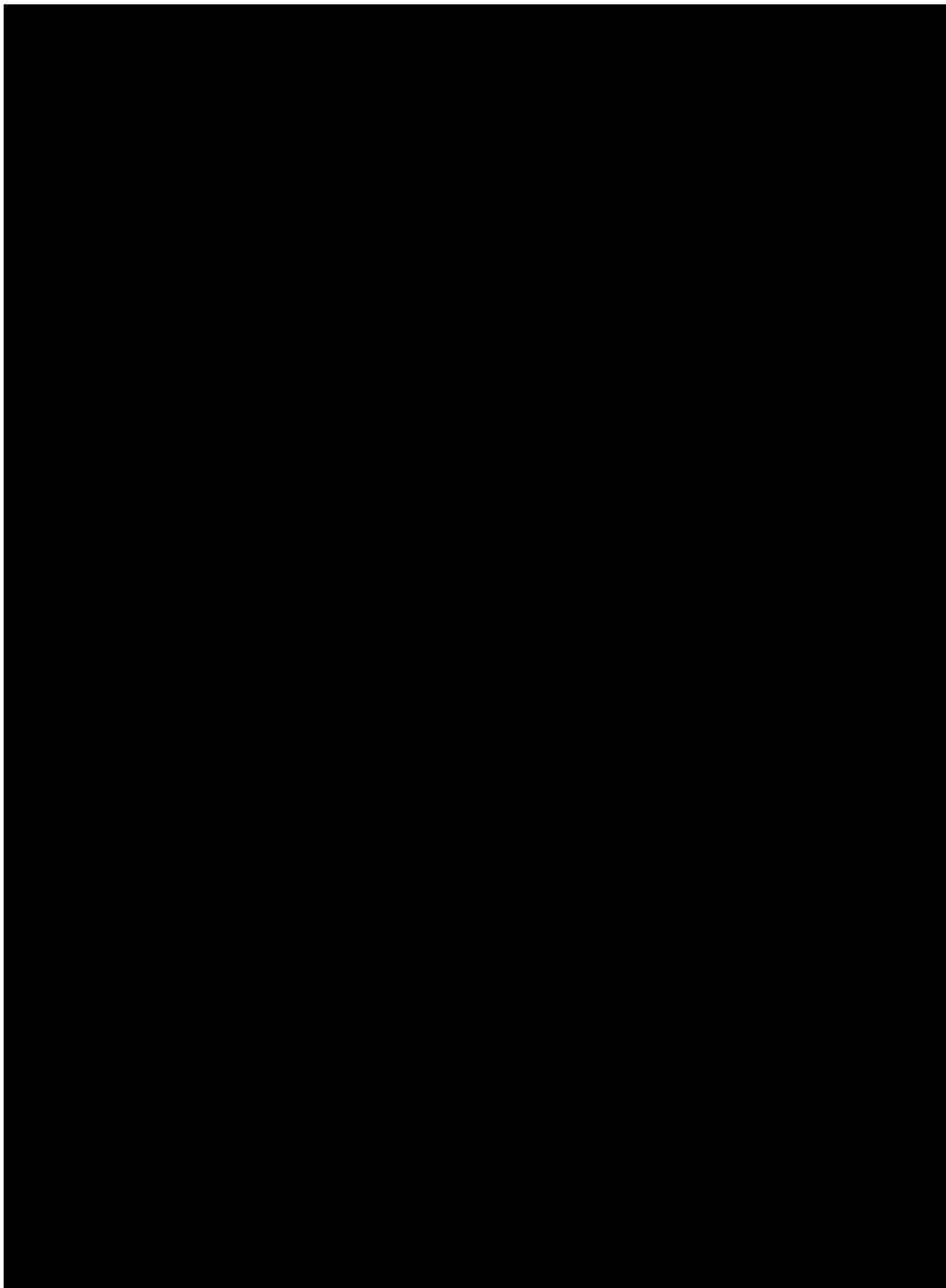


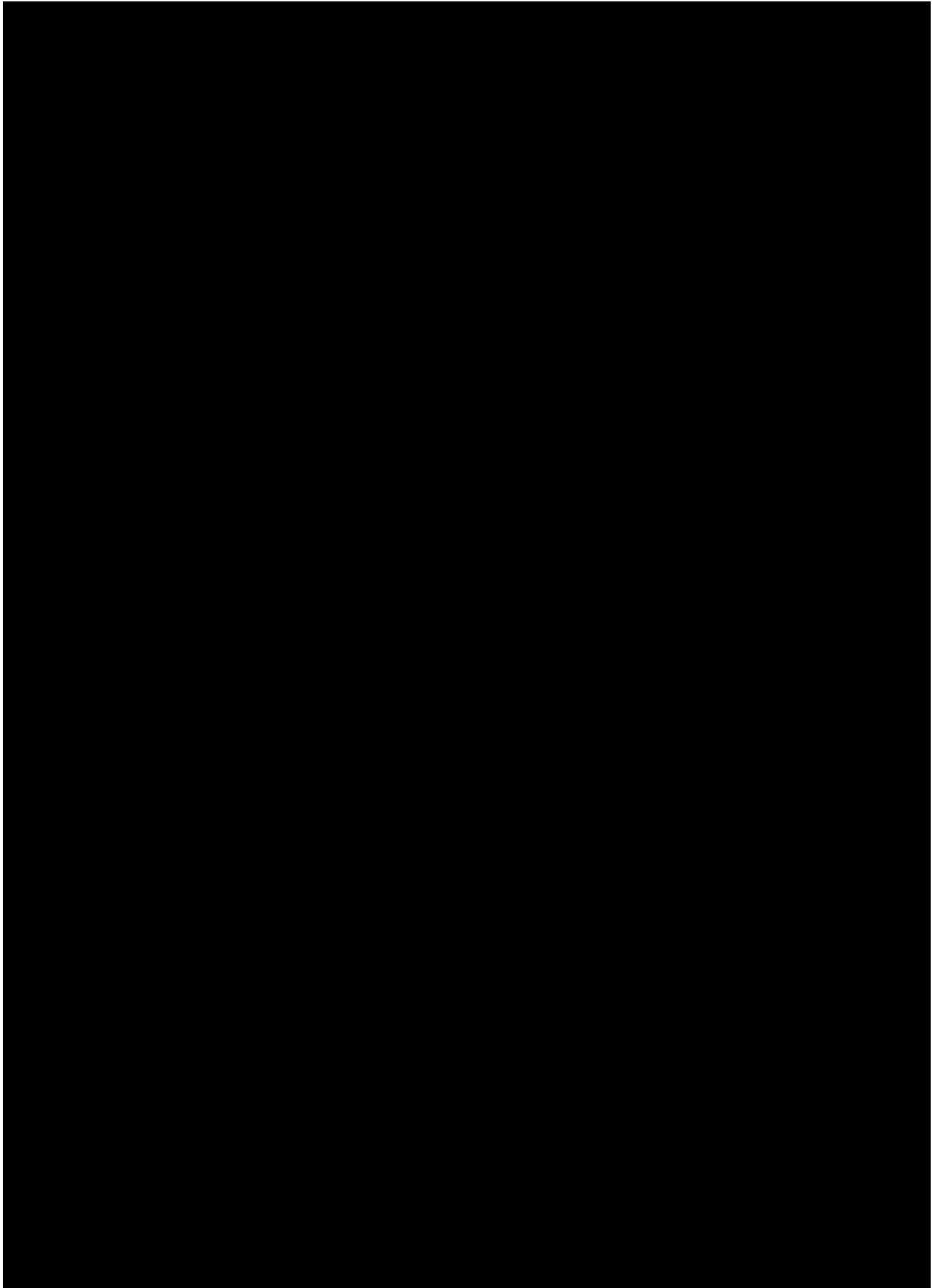








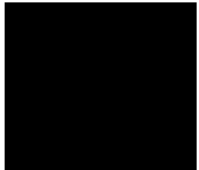







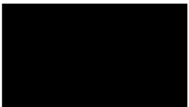
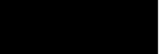
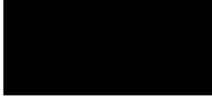








SCHEDULE 9.2
KEY PERSONNEL

Key Personnel

KEY ROLE	Name of KEY Personnel	Responsibilities/ Authorities
		<p>Responsible for performing the role of the Supplier Representative under this Agreement.</p> <p>Responsible for ensuring delivery of the PSGA including Implementation Plan and performance against the Deliverables.</p>
		Responsible for Government relationships, and government contracts other than PSGA
		<p>The principal contact for the PSGA through whom the services shall be managed on a day-to-day basis.</p> <p>Responsibilities include:</p> <p>providing on-going performance monitoring</p> <p>assessing and managing Change Requests</p> <p>coordinating delivery of and reporting upon agreed plans for annual activities.</p>
		Responsible for the planning, implementation and reporting of User Engagement activities with the Subject Matter Expert Group.
		Responsible for the coordination and delivery of technical support to Members and Solution Providers
		Responsible for the planning, coordination and delivery of MFE call responses.
	 	Responsible for the programme of continuous research and development to enhance the delivery and content of the NGD and enhance the national mapping capability.

SCHEDULE 10
PROCESSING PERSONAL DATA

1 Processing Personal Data

- 1.1 The contact details of the Authority's Data Protection Officer are: **Steve Jones**, steve.jones@cabinetoffice.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: **DPO@os.uk**

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that in accordance with Clauses 23.2 to 23.17, they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ol style="list-style-type: none"> 1. Business Contact Details (as defined in Type of Personal Data below) of Supplier Personnel, where provided by the Supplier to the Authority; 2. Business Contact Details of any directors, officers, employees, agents, consultants and contractors of the Authority engaged in the performance of the Authority's duties under this Agreement, where provided by the Authority to the Supplier; 3. Business Contact Details of Subject Matter Experts, where provided by one Party to the other Party; and 4. Business Contact Details for the Principal Contact (as defined in the Member Licence) of a Member who has entered into a Member Licence, where provided by the Supplier to the Authority.
Duration of the processing	For the Term of the Agreement and, where necessary, for longer periods in accordance with any applicable statutory or professional retention periods, as set out in Clause 23.14.
Nature and purposes of the processing	<p>For the Supplier and Authority Personnel Business Contact Details set out at paragraphs 1 and 2 of the 'Identity of Controller for each Category of Personal Data' section above: collection, disclosure by transmission, use for the purpose of administering and managing this Agreement.</p> <p>For the Subject Matter Experts' Business Contact Details set out at paragraph 3 of the 'Identity of Controller for each category of Personal Data' section above: collection, disclosure by transmission and use:</p> <ol style="list-style-type: none"> i. by the Supplier for the purpose of contacting, instructing and working with the Subject Matter Experts; and ii. by the Authority for the purpose of creating and managing a Subject Matter Expert Group list for the purpose of this Agreement

	<p>and/or adding to an existing Subject Matter Expert Group list</p> <p>For the Principal Contact Business Contact Details set out at paragraph 4 of the 'Identity of Controller for each Category of Personal Data' section above : collection, disclosure by transmission, use for the purpose of contacting the Principal Contact in relation to administering the Member Licence where required under the Agreement such as dealing with changes or concerns relating to the Member Licence and obtaining Member reviews of the Member Licence.</p>
Type of Personal Data	<p>Business Contact Details:</p> <p>Any personal contact information provided by a Data Subject, as set out in 'Categories of Data Subject' below, in connection with this Agreement and/or the Services, to enable business communications with such Data Subject, including without limitation, the Name, business contact number(s) and business or other e-mail address.</p> <p>For a Principal Contact of a Member, the Business Contact Details may include a business postal address. Special Categories of personal data will not be shared.</p>
Categories of Data Subject	See categories 1-4 above under "Identity of Controller for each Category of Personal Data".
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	Subject to Clause 23.14, Personal Data will be destroyed pursuant to Clause 23.15 and 23.16 of the Agreement in accordance with each Party's Information Security and/or Data Retention policy.

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 Member 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.
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.
Competing 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>; and d) 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 <i>Freedom of Information Act 2000</i> , the <i>Freedom of Information (Scotland) Act 2002</i> 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

means Data created by the Licensee:

- a) using a Topographic Dataset as a source to infer the position of the Data the Licensee creates; or
- 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),

in each case provided that the Data:

- i) does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part;
- ii) does not represent a Feature or Feature Attribution in the source Topographic Dataset;
- iii) is not a substitute for a Feature or Feature Attribution in the source Topographic Dataset; and
- iv) can be used independently of the OS Data,

and in each case only to the extent that the Data created incorporates IPR owned by 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.

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

means:

- 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*;
- b) a body which is a provider of a ‘Public Electronic Communications Network’ as defined in the General Conditions of Entitlement set by the Office of Communications under section 45 of the *Communications Act 2003*; or
- c) any other entity as may be agreed by OS and Cabinet Office from time to time as being an infrastructure body, as published on the OS Website.

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/ .
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 15.1.1, 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	<p>means:</p> <ul style="list-style-type: none"> a) a body which falls within the definition of 'contracting authority' in Regulation 2(1) of the <i>Public Contracts Regulations 2015</i> or Regulation 2(1) of the <i>Public Contracts (Scotland) Regulations 2015</i>, excluding any Infrastructure Body; and/or b) a Council constituted pursuant to section 2 of the <i>Local Government etc. (Scotland) Act 1994</i>; 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-and-government/help-and-support/public-sector/guidance/licences.html) 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	<p>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):</p> <ul style="list-style-type: none"> 1:10 000 Scale Raster 1:25 000 Scale Colour Raster 1:50 000 Scale Colour Raster OS MasterMap® Integrated Transport Network™ Layer OS MasterMap® Topography Layer OS VectorMap® Local Land-Line Data OSCAR Data Land-Form PROFILE® OS Terrain® 5 OS MasterMap® Highways Network Layer OS MasterMap Sites Layer OS MasterMap Water Network Layer OS MasterMap GreenSpace OS Detailed Path Network <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 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.
- 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.

2.2 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:
 - a) does not incorporate or infringe any IPR in the Licensed Data; and
 - b) can be used independently of the Licensed Data;
 such Data shall not be subject to the terms of this Licence. Examples of Data that this Clause applies to may be found 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:
- a) 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;
 - b) 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.
 - c) 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;
 - d) 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.
 - e) 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.
 - f) 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:
- the same level of restrictions included in this Licence are applied to the Contractor;
 - 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;
 - any applicable obligations imposed on the Licensee in this Licence are imposed on the Contractor;
 - 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;
 - OS shall have no liability to any Contractor in respect of Licensed Data or this Licence; and
 - 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 8.4.1 c), 8.4.2 and 8.4.3, the Licensee may permit each of its Contractors to retain Licensed Data in an archive for the sole purpose described in Clause 8.4.1 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:
- both Contractors are licensed by the Licensee for the Licensed Data being supplied and/or received;
 - 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;
 - 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;
 - the use by a Contractor of Licensed Data supplied by another Contractor shall be governed by its Contractor Licence with the Licensee;
 - 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
 - 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:
- 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;
 - the Paper Copies only cover an area that is proportionate to the goods or services that the Contractor is engaged to provide;
 - 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 5.1 and contain a statement stipulating that the Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to 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 it may need to enter into additional terms in order to access such APIs, and further acknowledges that variations to this Licence may need to be made to reflect such additional terms.
 - 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 any breach described in any of Clauses 4.4.2 a) to c) 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 7.

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:

- a) 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;
- b) the provision and licensing of Updates;
- c) any resupply of Licensed Data; and/or
- d) 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:

- a) any accrued rights and remedies will not be affected;

- b) 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);
- c) 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;
- d) the Licensee shall cease to be entitled to use any Login Details in order to access the on-line ordering service; and
- e) 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:

- a) insofar as they relate to Addressing Datasets, they are subject to the provisions of Appendix 3;
- b) 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;
- c) the Licensee shall store such Licensed Data separately from any other OS Data which the Licensee holds; and
- d) 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:

- a) the Licensee uses or discloses the relevant Licensed Data other than strictly in accordance with Clause 9.4.1 c);
- b) the Licensee breaches any surviving term of this Licence; and
- c) 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 IV (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*) 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.

- 2.1.16 **INSPIRE Relevant Body End User Purpose** means a specific project or activity required to deliver or support the delivery of the INSPIRE Relevant Body End User's public tasks that may have an impact on the environment, and that has been specified in and which is permitted by the Public Sector 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; or
 - b) AddressBase, AddressBase Plus and/or AddressBase Premium and in which the PAF Data solely comprises Cleansed Data (where PAF Data and Cleansed Data shall have the meanings given to them in Part A of Appendix 3).
- 2.1.23 **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.

2.2 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.

- 4.2 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.

5 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, 4.8 and 5.7 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:

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

- 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,

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 8.4.1(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 9.1, 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.

6 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 click accepted by a Public Sector End User prior to accessing the Licensed Data.
- 6.4 In making Licensed Data available under this paragraph 6, 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, whether a Public Sector End User Licence has been click accepted or deemed accepted, 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.'*

7 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 6.2 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

- 12.1 In addition to the Licensee's other obligations set out in the Licence, the Licensee shall ensure that:
- 111.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 5 of the Licence) are included on the Licensed Data and on any copies the Licensee or any Public Sector End User or INSPIRE End User produces;
 - 111.2 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, 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® Core²⁺⁴

AddressBase® Plus Islands^{2+4 + 5}

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

1:10 000 Scale Raster

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.

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

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 9.1, 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,
- 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 9.1, 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 9.1, 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
- 4.6.1 supply by the Licensee, the Sharing Party, and
- 4.6.2 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

- 6.1 AddressBase Plus Islands and AddressBase Premium Islands 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

All hard copy versions of the copyrighted Intellectual Property must carry an acknowledgement as follows:

This is Crown copyright material and is reproduced with the permission of Land & Property Services under delegated authority from the Keeper of Public Records © Crown copyright and database right [insert year] VARCA 100531.

Where the reproduction is not solely confined to the Intellectual Property the words Based upon should be inserted after This is and before the words Crown copyright in the acknowledgement.

The note © Crown copyright and database right [insert year] will be sufficient for a finished reproduction of less than 200 square centimetres.

States of Guernsey and Jersey

Channel Island Address information is the intellectual property of The States of Guernsey and / or The States of Jersey and is used herein by permission. Copyright © (date) States of Guernsey/Jersey.

Isle of Man

You will include in a conspicuous position the following or substantially similar acknowledgement on any and all documents, communications, reports, websites and applications that refer to or make use of the Isle of Man Government Property Database.

Address information derived from Isle of Man Government Property Database under Licence Number [AddressBase Islands Licence Number] © Crown Copyright, Cabinet Office, Isle of Man.

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:
- it is Cleansed Data; or
 - 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.

SCHEDULE 12
BILATERAL AGREEMENTS

Bilateral Agreements

The purpose of this Schedule 12 (*Bilateral Agreements*) is to list the agreements that the Supplier has entered into with third parties where services and / or products are provided and are separately funded by external arrangements to this Agreement. These agreements have not, as at the Effective Date been assessed by the Authority as forming part of the Public Task described in this Agreement, but may in future be assessed as forming part of the Public Task in accordance with this Schedule 12 (*Bilateral Agreements*).

1. The agreements listed in the Table A below constitute agreements entered into between the Supplier and other public sector organisations that are for the purposes of delivering services akin or ancillary to those set out in Schedule 2.1 (*Services Description*) but are funded by the public sector separately to this Agreement.
2. The Parties acknowledge that the Supplier is, and will continue to be, party to other agreements with other public sector organisations (and also with the Authority itself), which will not be listed in the Table A below.
3. The Supplier will inform the Authority where a Bilateral Agreement has been terminated or has expired. Where a Bilateral Agreement listed in Table A is renewed, or a replacement agreement is entered into between the relevant organisation and the Supplier, such renewed or replacement agreement will also be a Bilateral Agreement. The Authority will then undertake an assessment of whether this agreement should form part of the Public Task, such assessment which will take into consideration, among other things, the market conditions under which it was awarded. The Parties shall agree whether the renewed or replacement agreement shall become part of the Public Task (as described in this Agreement) and carry out such further assessment of that agreement as is required in order for that purpose.
4. Where the Supplier is considering entering into a new sole-sourced bilateral agreement with a public sector organisation, the activities under which may potentially be suitable for inclusion in the Public Task under this Agreement, the Supplier shall notify the Authority in writing in advance of entering into such agreement. The Authority shall consider, and notify the Supplier in writing within 30 Working Days of receipt of such notice, whether the new activities (i) should form part of this Agreement as part of Schedule 2.1 (*Services Description*) so that the outcomes of the activity can be available to all Members and therefore included in the Public Task under this Agreement, or (ii) are a new Bilateral Agreement which do not, on the date they are entered into, form part of the Public Task described in this Agreement (but may in future be assessed as forming part of the Public Task), or (iii) are not appropriate to be included as a new Bilateral Agreement and which should therefore be contracted for wholly outside of this Agreement and not considered to be capable of forming part of the Public Task. Where the Authority has notified the Supplier in accordance with either (i) or (ii) above, the Supplier shall reflect such notification in a Change Request and where option (ii) is selected there shall be no additional cost to the Authority under this Agreement or otherwise. Where the Authority does not notify the Authority within the period of 30 Working Days, it shall be deemed to have notified the Supplier in accordance with (iii) above.
5. The Parties acknowledge that the Authority has no responsibility for payment to the Supplier of any money under any Bilateral Agreement, and that the Supplier is entitled to charge such rates as it agrees with the relevant public sector organisation.

Table A

Bilateral Agreement	Public sector organisation	Commencement Date of Bilateral Agreement	Duration of Bilateral Agreement
Land Use Change Statistics (LUCS) Agreement	Ministry of Housing Communities and Local Government	04/09/2017	
Memorandum of Understanding and Service Level Agreement - Agreement for Mapping of County Boundaries	Ministry of Housing Communities and Local Government	01/01/2015	
Agreement Ref: CPD 004/109/100 Public Sector Land Research and Monitoring Agreement	Ministry of Housing Communities and Local Government	03/04/2017	
Agreement relating to the provision of survey and data services	HM Land Registry	01/04/2013	
Provision of surveying services in connection with land registration procedures and processes in Scotland	Registers of Scotland	30/07/2015	
National Coastal Change Assessment (NCCA) Collaboration Agreement	Scottish Ministers; Scottish Natural Heritage and University of Glasgow	20/11/2015	

Bilateral Agreement	Public sector organisation	Commencement Date of Bilateral Agreement	Duration of Bilateral Agreement
Ecological Focus Areas Reference Layer Agreement (Hedges)	Secretary of State for Environment, Food and Rural Affairs acting through the Rural Payments Agency	02/02/2015	
Water Network - Collaboration Agreement	Environment Agency	18/03/2013	

SCHEDULE 13
YEAR ZERO SERVICES

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

IDeA	means the Improvement and Development Agency for Local Government a registered company limited by guarantee with number 03675577, whose registered office is at 18 Smith Square, London SW1P 3HZ;
IS	means Improvement Service Company, a company limited by guarantee registered in Scotland (company registration number SC287978) whose registered office is at 1 Hub Quarrywood Court, Livingston Village, Livingston, Scotland, EH54 6AZ;
Members	shall have the meaning given to it in Schedule 1 (<i>Definitions</i>);
Open Government Licence	means the terms and conditions which are available at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as may be amended from time to time;
Open MasterMap Project	means the Open MasterMap programme which was announced by HM Government in June 2018: https://www.gov.uk/government/publications/mastermap-announcement-narrative ;
Solution Provider	shall have the meaning given to it in Schedule 1 (<i>Definitions</i>);
SSG	means the database created by and managed by IS known as the Scottish Streets Gazetteer;
Year Zero Deliverables	means the deliverables described in Paragraph 1.2;
Year Zero Fee	means [REDACTED]

PART A: YEAR ZERO SERVICES

APPLICATION OF THE YEAR ZERO FEE

1.1 The Year Zero Fee shall be applied by the Supplier towards funding the following activities intended to enable delivery of the Open MasterMap Project:

- (a) [REDACTED] will be applied by the Supplier in securing the supply chain arrangements necessary (specifically in relation to GeoPlace / IDeA / the local authority community and IS) to underpin the release of UPRNs and USRNs, and their associated geometry, on the terms of the Open Government Licence (in order to deliver the Open MasterMap Project as described in Schedule 2.1 (Services Description)), as further described in Schedule 2.1 (Services Description);

- (b) [REDACTED] will be applied by the Supplier in ingesting the SSG into the Supplier's products and / or services, as further described in Paragraphs 1.2 (a) and (b) below and Schedule 2.1 (Services Description); and
 - (c) [REDACTED] will be applied by the Supplier in the creation of a delivery mechanism to enable the supply of AddressBase Core to the public sector on either a Great Britain and/or an Area of Interest basis, as further described in Paragraphs 1.2 (c) and (d) below and Schedule 2.1 (Services Description).
- 1.2 The Supplier shall provide the following by the applicable date(s) set out in Annex 1 (Outline Implementation Plan) of Schedule 6.1 (Delivery Plans):
 - (a) the Supplier shall enhance its OS MasterMap Highways Network product by extending its authoritative local authority information to include Scotland, thereby creating a consistent Great Britain product available to all Members and Solution Providers;
 - (b) the Supplier shall enhance OS Open USRN to include Scottish coverage;
 - (c) the Supplier shall make available Great Britain sets of AddressBase Core to all Members and Solution Providers in accordance with applicable provisions of Part 2 (Access and Use of OS Data and Digital Services) to Schedule 2.1 (Services Description); and
 - (d) the Supplier shall enhance AddressBase Core to enable Members to make orders on an Area of Interest basis in tile format.
- 1.3 The parties acknowledge that, without prejudice to the agreed delivery dates set out above in this Paragraph 1, the Supplier has commenced work on some or all of the Year Zero Deliverables prior to the Effective Date during the 2019/20 Financial Year.

SCHEDULE 14
DISCLOSURE ITEMS

