

# User Derived Dataset Contract

## Background

This User Derived Dataset Contract (**Contract**) is made under the Framework Contract (Partners) (**Framework**) and sets out the commercial terms on which The Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey (**we, us, our, Ordnance Survey**) licenses to partners, including you, the person or entity entering into this Contract in accordance with the terms of the Framework (**you, your**), the Licensed Data for the purpose of sub licensing the Licensed Data for use within your Products and/or Services.

## 1 Definitions & interpretation

1.1 Words and phrases used in this Contract shall have the meanings given to them in the Framework unless otherwise stated in this Contract. In addition, the following words have the following meanings in this Contract:

**Attribution Data** means any information (other than coordinates or any item of geometry (including, without limitation, Polygons)) which is associated with or inferred from any Building using the following Datasets:

OS MasterMap® Topography Layer  
OS MasterMap® Integrated Transport Network™ Layer – Road Network and Road Routing Information  
OS MasterMap® Sites Layer

**Building** means a 'building' as defined in the Specification for OS MasterMap Topography Layer.

**Caching** means the automatic, immediate download and temporary storage of data, where such download and storage is an integral and essential part of a technological process.

**Excluded Bodies** means:

- a) any body whose geographic remit is wholly or mainly in Northern Ireland;
- b) save where we otherwise agree, any public or private limited company (including 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 *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 identified by us (and published as an Excluded Body on our Website) from time to time.

**Features** means the depiction of a real world object and/or the representation of any non tangible item of geography.

<b>Feature Type</b>	means any feature type set out in the Feature Catalogue for OS MasterMap Topography Layer, which is available to be downloaded via our Website using the following link <a href="http://www.ordnancesurvey.co.uk/docs/legends/os-mastermap-topography-layer-feature-catalogue.zip">http://www.ordnancesurvey.co.uk/docs/legends/os-mastermap-topography-layer-feature-catalogue.zip</a> .
<b>HMLR</b>	means Her Majesty's Land Registry or any entity to which the relevant activities or functions of Her Majesty's Land Registry are transferred.
<b>Infrastructure Body</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) a body which falls within the definition of 'utility' in Regulation 2 of the <i>Utilities Contracts Regulations 2006</i> or Regulation 2 of the <i>Utilities Contracts (Scotland) Regulations 2006</i>; or</li> <li>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 <i>Communications Act 2003</i>; or</li> <li>c) a body which operates a buried pipe-line or pipe-line network in Great Britain where, for the purposes of this paragraph c), 'pipe-line' has the meaning given to it in section 65 of the <i>Pipe-lines Act 1962</i>; or</li> </ul> <p>any other entity or type of body identified by us from time to time as being an infrastructure body, as published on our Website.</p>
<b>Land Registry Polygon</b>	<p>means either:</p> <ul style="list-style-type: none"> <li>a) a Polygon created using OS MasterMap Topography Layer in accordance with the <i>INSPIRE Regulations 2009</i> (such Polygons being collectively known as the INSPIRE Index Polygons) which: <ul style="list-style-type: none"> <li>i) indicates the location of registered land (but not the extent of the land comprised in the registered title); and</li> <li>ii) you have downloaded from the website operated by HMLR; or</li> </ul> </li> <li>b) a Polygon created using OS MasterMap Topography Layer which is obtained from a search of the index map maintained by HMLR.</li> </ul>
<b>National Grid Coordinate</b>	means coordinates plotted on the National Grid, being a metric grid based on the Transverse Mercator Projection which was developed by us in 1936 for use in Great Britain.
<b>On-Demand Service</b>	means a service hosted by you (or by a Contractor on your behalf) through which a Customer and/or their End User is able to access Land Registry Polygons remotely.
<b>Points</b>	means points which identify the position of a Feature which is geographically located by reference to a National Grid Coordinate.
<b>Polygon</b>	means a polygonised geographic representation associated with a Feature. For the avoidance of doubt the points which indicate the extremity of Polygons shall not be Points for Royalty purposes.

- Public Body** means:
- a) a body which falls within the definition of 'contracting authority' in Regulation 3 of the *Public Contracts Regulations 2006* or Regulation 3 of the *Public Contracts (Scotland) Regulations 2006*, excluding any Infrastructure Body; and/or
  - b) any other entity identified by us from time to time as being a public body, as published on our Website,
- in each case excluding the Excluded Bodies.
- Session** means a period of time commencing when an End User accesses Licensed Data through an On-Demand Service or Software Package using a single Terminal and expiring as soon as the first of one of the following occurs:
- a) the End User navigates away from or ceases to be connected to the On-Demand Service or Software Package via such Terminal; or
  - b) 60 minutes pass without the End User interacting with the On-Demand Service or Software Package on such Terminal; or
  - c) 24 hours have passed since commencement.
- Software Package** means software which contains or utilises Land Registry Polygons supplied by you, whether or not the software and Land Registry Polygons are supplied together.
- Terminal** means a laptop, PC, workstation or other equipment containing a screen on which Licensed Data may be displayed or used, and which is internal or personal to the Customer and/or its permitted Contractors.
- UDD Licensed Data** means the Licensed Data within your User Derived Dataset (which, for the avoidance of doubt, includes any of our IPR in any Data created using Licensed Data).
- User Derived Datasets** means datasets which you have created or obtained containing in part only or utilising in whole or in part Licensed Data in their creation together with additional information not obtained from any Licensed Data which is a fundamental component of the purpose of your Product and/or Service. Such User Derived Datasets shall comprise:
- a) Points; and/or
  - b) Polygons; and/or
  - c) Land Registry Polygons; and/or
  - d) Attribution Data,
- and in the case of a) and b) above, to which information must be associated.
- User Generated Content** means content generated by an End User in the course of using an On-Demand Service or a Software Package consisting of:
- a) any line, polygon, symbol or text that copies or represents, or which is used to infer the position of a Land Registry Polygon; and/or
  - b) measurements and distances determined using Land Registry Polygons.

User Generated Content is treated as Licensed Data, and its supply must be paid for in accordance with the provisions of this Contract relating to Land Registry Polygons.

## View

means where an End User:

- a) views Land Registry Polygons;
- b) generates User Generated Content using a view of Land Registry Polygons; and/or
- c) views User Generated Content either on its own or overlaid on any Land Registry Polygon or any other Data provided that such other Data is:
  - i) not specific to an individual End User; and
  - ii) is made available by you to all End Users as part of your On-Demand Service or Software Package,

and **Viewed** and **Viewing** are to be construed accordingly.

1.2 **Commencement Date, Licensed Data, Products and/or Services** and **Term** shall have the meanings given to them in the remaining Clauses of this Contract.

1.3 References to a Clause or Appendix are to a Clause or Appendix of this Contract, unless a clause of the Framework is specifically referred to.

## 2 Licensed Use and relevant licence rights that may be granted to Customers.

a) (in respect of the Product and/or Service referred to in Clause 2.1.1 a)) a non-exclusive, non-transferable licence for the following use only for the duration of the Customer's Sub-licence:

### 2.1 Products and/or Services

2.1.1 The Products and/or Services under this Contract are:

i) the use in accordance with Appendix 1; or

ii) the use in accordance with Appendix 2 where the Customer is an Infrastructure Body; or

a) (except to the extent you make Land Registry Polygons available to View in an On-Demand Service or in a Software Package on a Session basis) any User Derived Datasets to be supplied to Customers for their Licensed Use; and/or

iii) the use in accordance with Appendix 3 where the Customer is a Public Body; and

b) (only where you make Land Registry Polygons available to View in an On-Demand Service or in a Software Package on a Session basis) any electronic products and/or services which are supplied either in the form of an On-Demand Service or a Software Package solely for the purposes of enabling Viewing by an End User.

b) (in respect of the Product and/or Service referred to in Clause 2.1.1 b)):

i) Product supplied as a **Software Package**:

A non-exclusive, non-transferable licence (without rights to sub-license any third party save to End Users) to use the Software Package for the purposes of Viewing. The term of the relevant licence shall be the Session.

### 2.2 Customer's Licensed Use

ii) Service supplied as an **On-Demand Service**:

2.2.1 The Customer's Licensed Use is:

A non-exclusive, non-transferable licence (without rights to sub-license any third party save to End Users) to access and use the On-Demand Service (and any output of that service) for the purposes of Viewing without any rights to store or download Licensed Data except as provided in Clause 6.3.2. The term of the relevant licence shall be the Session.

2.3 **Ancillary Rights to Customer's Licensed Use**

In addition to the Customer's Licensed Use rights under Clause 2.2.1 a), you may grant Customers the Ancillary Rights set out in Appendix 4.

**3 Licensed Data**

3.1 **Your Licensed Data**

3.1.1 The Licensed Data is each of the following Datasets that are from time to time specified in the On-Line Ordering Service as being your Licensed Data under this Contract:

- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster
- OS MasterMap® Integrated Transport Network™ Layer – Road Network and Road Routing Information
- OS MasterMap® Sites Layer
- OS MasterMap® Topography Layer

3.1.2 You are only licensed to incorporate Licensed Data into your Products and/or Services to the extent that such Licensed Data has a Royalty associated with that type of Product and/or Service in Appendix 5. For example, you are not licensed to create Polygons using OS MasterMap Sites Layer, as there is no OS MasterMap Sites Layer Royalty for Polygons in Appendix 5.

3.1.3 For the avoidance of doubt, to the extent your User Derived Dataset comprises Land Registry Polygons, your Licensed Data is OS MasterMap Topography Layer.

**4 Term and Renewal of this Contract**

4.1 **Commencement Date:** The date specified in the On-Line Ordering Service as the commencement date for this Contract.

4.2 **Initial Term:** The period of time from the Commencement Date that is specified in the On-Line Ordering Service as being the initial term of this Contract (such period of time being either 1 year, 2 years, 3 years or 4 years).

4.3 **Renewal Period:** A period of time whose duration is the same number of years as the Initial Term, or such other period of time as may be agreed between you and us (such other period of time being either 1 year, 2 years, 3 years or 4 years).

4.4 **Renewal**

This Contract will automatically renew on the expiry of the Initial Term (or the then current Renewal Period) and continue for a further Renewal Period unless either party terminates this Contract with effect from the expiry of the Initial term or any Renewal Period by serving at least 30 days' prior written notice on the other, and unless the Contract has been otherwise terminated in accordance with the Agreement.

**5 Royalties**

The Royalties are as calculated in accordance with Appendix 5.

**6 Conditions of Use**

You may supply Products and/or Services to Customers on the basis of the relevant Customer's Licensed Use and subject to the following conditions:

6.1 **Points and Polygons (other than Land Registry Polygons)**

6.1.1 You shall ensure that no more than 5% of the line used to create the border of any Polygon (other than Land Registry Polygons) in your User Derived Dataset is coincident with any individual polygons contained within the Licensed Data (with the exception of coastline Polygons unless such coastline Polygons form part of another Polygon). 'Coincidence' for the purposes of this Clause includes, without limitation, any direct replication or graphic representation of a Feature.

6.1.2 You shall ensure that your User Derived Dataset:

- a) contains no more than 5 million Points;
- b) shall contain information associated with each Polygon or Point within your User Derived Dataset which replicate no more than:
  - i) the TOID number (where applicable);
  - ii) the National Grid Coordinate; and
  - iii) the Feature Type,

from the relevant Licensed Data together with any additional information which you have associated with the Polygon or Point concerned; and

c) shall not contain any representations of roads networks nor contain any references to roads within the Feature Type.

## 6.2 Land Registry Polygons: general terms

6.2.1 Your licence to supply Land Registry Polygons under this Contract is subject to you first obtaining the necessary consent from HMLR in respect of its IPR in the Land Registry Polygons. In the event that HMLR exercises its rights to revoke its consent to you using its IPR in the Land Registry Polygons, we shall be entitled to amend this Contract with immediate effect in accordance with Clause 8.1 of the Framework to withdraw your licence to supply Land Registry Polygons to third parties under this Contract.

6.2.2 Nothing in the Agreement obliges us to:

- a) supply or make available Land Registry Polygons (or any updates thereof) to you or any other person; or
- b) provide any warranty as to the Specification of any OS MasterMap Topography Layer Data contained in the Land Registry Polygons.

## 6.3 Land Registry Polygons: Viewing terms

6.3.1 Where you permit the Viewing of Land Registry Polygons via your On-Demand Service or Software Package, you must ensure that the On-Demand Service or Software Package does not permit Customers or their End Users to manipulate, edit or extract the Land Registry Polygon or to access the coordinates associated with the Land Registry Polygon.

6.3.2 You must ensure that a Customer is only able to access the Land Registry Polygon remotely and, save for Caching, is not able to store Licensed Data (including User Generated Content) on any Terminal.

6.3.3 You may store User Generated Content on behalf of your Customers and/or their End Users.

6.3.4 You must ensure that any User Generated Content stored by you under Clause 6.3.3 can only be accessed by you and/or the Customer that created such User Generated Content and/or their End Users.

6.3.5 You shall:

a) use reasonable endeavours to ensure that Customers and their End Users are not able to print Licensed Data (including User Generated Content), unless such copies are licensed under a Printed Products Contract; and

b) if it is not possible to prevent such printing in accordance with paragraph a) above, incorporate within such Licensed Data (including any User Generated Content) a visible permanent background watermark that covers at least 10% of the map image in question and identifying you as the source of the mapping.

6.3.6 For the avoidance of doubt, you shall ensure that all Licensed Data contains an acknowledgement of copyright and database right ownership in accordance with Clause 6.3 of the Framework.

6.3.7 You may make Licensed Data or User Generated Content available to View on your On-Demand Service together with any Data provided that such Data:

- a) is not specific to an individual End User's business; and
- b) is made available by you to be Viewed by all End Users via your On-Demand Service.

## 6.4 Attribution Data

6.4.1 If you:

- a) are party to a Distribution Contract; and
- b) under such Distribution Contract, you supply non-contiguous areas of OS MasterMap Topography Layer,

you may only begin supplying Attribution Data under this Contract once your supply of OS MasterMap Topography Layer under your Distribution Contract is made in accordance with paragraph 2.4.3 of Part A of Appendix 6 of the Distribution Contract (version 9.0 or later).

6.4.2 Neither you nor your sub-licensees shall (and you shall procure that no sub-licensee shall) re-create, reproduce or represent any Feature in OS MasterMap Topography Layer, OS MasterMap Integrated Transport Network Layer – Road Network and Road Routing Information and OS MasterMap Sites Layer (or any substitution of such Feature).

6.5 **Branding**

6.5.1 You shall not, without our written consent, use the name of Licensed Data or any Ordnance Survey product name as or in the name of any User Derived Datasets.

6.6 **Supply of User Derived Datasets with additional Data**

6.6.1 For the avoidance of doubt, User Derived Datasets may be supplied in conjunction with additional Data (either Ordnance Survey Data or Data obtained from another source). Where such additional Data constitutes Ordnance Survey Data you must also have a licence to supply such Ordnance Survey Data for your Customer's Licensed Use (in which case the royalty payable shall be that which is due under such licence in addition to the Royalty due under this Contract).

6.7 **Survival on Termination**

6.7.1 Those provisions of this Contract intended to survive termination or expiry, including paragraphs 3.4 and 4 of Appendix 4, shall survive the termination or expiry of the Agreement and/or this Contract.

# Appendix 1 Licensed Use Standard

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| <p><b>1 Licensed Use</b></p> <p>1.1 The Customer's Licensed Use of Licensed Data is:</p> <p>1.1.1 <b>Business Use</b> as set out in paragraph 2; and</p> <p>1.1.2 <b>Limited External Use</b> as set out in paragraph 3.</p> <p><b>2 Business Use</b></p> <p>2.1 Business Use is the use of Licensed Data solely for the internal administration and operation of the Customer's business.</p> <p>2.2 Business Use does not entitle the Customer to make available or to provide Licensed Data to third parties.</p> <p><b>3 Limited External Use</b></p> <p>3.1 Limited External Use is, subject to paragraph 3.2, the use of Licensed Data:</p> <p>3.1.1 to promote the Customer's own business by generating a map which demonstrates one or more of the following:</p> <p>a) the location of the premises and static assets which the Customer owns, leases or manages;</p> <p>b) the location of a bespoke event organised by the Customer up to and for the duration of the event;</p> <p>c) directions or routes (which are not specific to any particular customer or third party) to the premises or static assets in paragraph 3.1.1 a) or event in paragraph 3.1.1 b);</p> <p>d) the scope of the Customer's area of operation;</p> <p>3.1.2 to report on the Customer's own business by including a map in:</p> <p>a) an annual report on the affairs of the Customer's business or for accounting purposes, in each case produced to comply with a statutory obligation (including, without limitation, section 415 of the <i>Companies Act 2006</i>); and/or</p> <p>b) a report to be submitted to a regulatory body to which the Customer is subject in order to meet that regulatory body's requirements; and/or</p> | <p>3.1.3 (except in relation to Land Registry Polygons) to include a map within any professional services provided by the Customer to its clients, such map only to be used (in the case of a business client) for the internal administration and operation of such client's business.</p> <p>3.2 Limited External Use is subject to the following conditions:</p> <p>3.2.1 any map generated in accordance with paragraph 3.1 shall not comprise:</p> <p>a) a service or product in itself; or</p> <p>b) a significant part of any product or service offered by the Customer; or</p> <p>c) a service or product (or significant part of any product or service) provided on behalf of a third party;</p> <p>3.2.2 the map shall be in a raster format and the Customer shall use its reasonable endeavours to prevent third parties from being able to edit the map or from extracting Licensed Data from the map;</p> <p>3.2.3 the map 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;</p> <p>3.2.4 the Customer shall display additional information on or with the map, which information facilitates the purposes in paragraphs 3.1.1 to 3.1.3;</p> <p>3.2.5 the Customer shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use the map but, for maps generated in accordance with paragraph 3.1.1, the Customer shall be entitled to use the map in conjunction with advertisements that are not illegal, deceptive, misleading, unethical or detrimental to the reputation of the Licensed Data and/or us; and</p> <p>3.2.6 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.</p> <p><b>4 Public Body Sharing</b></p> <p>4.1 Public Body Sharing is the supply of OS MasterMap Topography Layer Data contained with your User Derived Dataset (<b>OS MasterMap UDD Data</b>), to a Public Body.</p> |
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- 4.2 Public Body Sharing is subject to the following Conditions:
- 4.2.1 **Sharing Party** means the Public Body to whom OS MasterMap UDD Data is supplied, in accordance with paragraph 4.1 above;
- 4.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same User Derived Dataset being supplied and/or received;
- 4.2.3 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying OS MasterMap UDD Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same User Derived Dataset being supplied;
- 4.2.4 the Customer shall maintain a written record of:
- a) the names and addresses of Sharing Parties to whom it has supplied OS MasterMap UDD Data;
  - b) the OS MasterMap UDD Data which was supplied by it to the Sharing Parties; and
  - c) when the OS MasterMap UDD Data was supplied by it to the Sharing Parties, and upon our written request it shall provide a copy of that written record to us;
- 4.2.5 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of OS MasterMap UDD Data to a Sharing Party;
- 4.2.6 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the OS MasterMap UDD Data supplied to a Sharing Party; and
- 4.2.7 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.

## Appendix 2 Licensed Use Infrastructure Body

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| <p><b>1 Licensed Use</b></p> <p>1.1 The Customer's Licensed Use of Licensed Data is:</p> <p>1.1.1 <b>Business Use</b> (as set out in paragraph 2 of Appendix 1);</p> <p>1.1.2 <b>Limited External Use</b> (as set out in paragraph 3 of Appendix 1);</p> <p>1.1.3 <b>Statutory Use</b> as set out in paragraph 2; and</p> <p>1.1.4 <b>Public and Infrastructure Data Sharing</b> as set out in paragraph 3.</p> <p><b>2 Statutory Use (excluding Land Registry Polygons)</b></p> <p>2.1 Statutory Use is the use of Licensed Data solely to satisfy an express written obligation imposed by 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 Customer is subject which requires the use of the Licensed Data to meet that obligation but only to the extent required by that obligation (a <b>Relevant Enactment</b>).</p> <p>2.2 Statutory Use is subject to the following conditions:</p> <p>2.2.1 the obligations in paragraphs 3.2.2, 3.2.3, 3.2.4 and 3.2.6 of Appendix 1 shall apply;</p> <p>2.2.2 the Customer shall maintain a written record of its Statutory Use and upon our or your written request shall provide a copy of that written record to us; and</p> <p>2.2.3 the Customer shall not receive any direct or indirect payment, credit or money's worth for the Statutory Use other than any charge which it is entitled to impose in accordance with the Relevant Enactment.</p> <p>2.3 Statutory Use is not available for Land Registry Polygons.</p> <p><b>3 Public and Infrastructure Data Sharing</b></p> <p>3.1 Public and Infrastructure Data Sharing is the supply to an Infrastructure Body or Public Body and receipt from an Infrastructure Body of copies of UDD Licensed Data.</p> <p>3.2 Public and Infrastructure Data Sharing is subject to the following conditions:</p> | <p>3.2.1 Sharing Party means the Public Body or Infrastructure Body (as applicable) supplying UDD Licensed Data or to whom UDD Licensed Data is supplied, in accordance with paragraph 3.1 above;</p> <p>3.2.2 both the Customer and the Sharing Party must be licensed for Business Use or Public Sector Use for the same area of coverage of the same User Derived Dataset being supplied and/or received;</p> <p>3.2.3 the Customer shall obtain written confirmation from the Sharing Party to whom it is supplying UDD Licensed Data that the Sharing Party is licensed for Business Use or Public Sector Use as set out in Appendix 3, for the same area of coverage of the same User Derived Dataset being supplied;</p> <p>3.2.4 the use of the UDD Licensed Data received by the Customer from an Infrastructure Body shall be governed by the Customer's Sub-licence for that User Derived Dataset;</p> <p>3.2.5 the Customer shall maintain a written record of:</p> <p>a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied UDD Licensed Data;</p> <p>b) the UDD Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and</p> <p>c) when the UDD Licensed Data was received by it from and/or supplied by it to the Sharing Parties,</p> <p>and upon our written request it shall provide a copy of that written record to us;</p> <p>3.2.6 the Customer shall not receive any direct or indirect payment, credit or money's worth for the supply of UDD Licensed Data to a Sharing Party;</p> <p>3.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the UDD Licensed Data received from and/or supplied to a Sharing Party; and</p> <p>3.2.8 for the avoidance of doubt, the Customer shall comply with Clause 6.3 of the Framework.</p> |
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# Appendix 3 Licensed Use Public Body

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| <p><b>1 Licensed Use</b></p> <p>1.1 The Customer's Licensed Use of Licensed Data is:</p> <p>1.1.1 Business Use (as set out in paragraph 2 of Appendix 1); and</p> <p>1.1.2 Public Sector Use as set out in paragraph 3.</p> <p><b>2 Definitions</b></p> <p>2.1 In this Appendix 3:</p> <p>2.1.1 <b>Commercial Activity</b> means any activity which involves or is intended to involve Financial Gain;</p> <p>2.1.2 <b>Competing Activity</b> means where the Customer is using Licensed Data under this Licence in an activity which:</p> <p>a) competes with or substitutes an activity of a third party that is licensed for Licensed Data;</p> <p>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</p> <p>c) competes with or substitutes or is reasonably likely to compete with or substitute any of our products and/or services (such products and/or services to be notified by us to you and/or Customers from time to time).</p> <p>2.1.3 <b>Core Business</b> means any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.</p> <p>2.1.4 <b>Educational Funding Authority</b> 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; Education Funding Agency; and Department for Children, Education, Lifelong Learning and Skills within the Welsh Assembly Government.</p> <p>2.1.5 <b>Educational Body</b> means any School, HFE Institution or Teachers' Training Establishment.</p> | <p>2.1.6 <b>Educational Use</b> means use for the purposes of teaching, learning, research or study by a School, a Teachers' Training Establishment or an HFE institution.</p> <p>2.1.7 <b>Emergency Service</b> means any person, body or entity (other than the Customer) involved in responding immediately to an Emergency Situation.</p> <p>2.1.8 <b>Emergency Situation</b> means an unforeseen act or event (beyond the Customer's reasonable control) requiring the Customer 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); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage.</p> <p>2.1.9 <b>Emergency Use</b> means use of Licensed Data by an Emergency Service to enable the Emergency Service to respond immediately to an Emergency Situation.</p> <p>2.1.10 <b>Financial Gain</b> means any revenue or credit received which exceeds the Customer'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.</p> <p>2.1.11 <b>HFE Institution</b> 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.</p> <p>2.1.12 <b>INSPIRE End User</b> means a person entering into a Public Sector End User Licence – INSPIRE with the Customer for the INSPIRE End User Purpose.</p> <p>2.1.13 <b>INSPIRE End User Purpose</b> means the INSPIRE End User using the data for personal, non-commercial use.</p> <p>2.1.14 <b>INSPIRE Regulations</b> means the <i>INSPIRE Regulations 2009/3157</i>.</p> <p>2.1.15 <b>Public Sector End User</b> means a person entering into a Public Sector End User Licence with the Customer.</p> |
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- 2.1.16 **Public Sector End User Licence** means the licence of the same name (the term of which shall not exceed the term of the Customer's Sub-licence) available on the Website and applicable to this Appendix 3.
- 2.1.17 **Public Sector End User Licence – INSPIRE** means the licence of the same name (the term of which shall not exceed the term of the Customer's Sub-licence) available on the Website and applicable to this Appendix 3.
- 2.1.18 **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.
- 2.1.19 **Statutory Charge** means charges which a Customer 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 a Customer is subject.
- 2.1.20 **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.
- 2.1.21 **WFS** means a service provided by the Customer in accordance with the standard protocol for serving over the internet georeferenced data that is generated by a map server using data from a GIS database or server.
- 2.1.22 **WMS** means a service provided by the Customer in accordance with the standard protocol for serving over the internet georeferenced map images that are generated by a map server using data from a GIS database or server.
- 2.2 For the avoidance of doubt, references to Licensed Data in paragraphs 3 to 9 shall include Data created using Licensed Data, to the extent that the Data created incorporates IPR owned by us or delegated to us by the Controller of Her Majesty's Stationery Office, provided that this paragraph is subject to paragraph 2.3.
- 2.3 Where paragraphs 3.2.5 and 8.1.2 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 us or delegated to us by the Controller of Her Majesty's Stationery Office.
- 3 Public Sector Use**
- 3.1 Public Sector Use is the use of Licensed Data to support delivery of or to deliver a Customer's Core Business.
- 3.2 Public Sector Use does not entitle a Customer to make available or to provide Licensed Data to third parties, save as follows:
- 3.2.1 in accordance with the Public Sector Data Sharing provisions in paragraph 4;
- 3.2.2 in accordance with the End User Licensing provisions in paragraph 5;
- 3.2.3 in accordance with the INSPIRE End User Licensing provisions in paragraph 6;
- 3.2.4 in accordance with the Emergency Situations Licensing provisions in paragraph 7; and
- 3.2.5 where a Customer 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 a Customer's Core Business and the Customer complies with the obligations in paragraph 8.
- 4 Public Sector Data Sharing**
- 4.1 Public Sector Data Sharing is the supply to any third party (including Infrastructure Bodies and Public Bodies) and receipt from Infrastructure Bodies, Educational Bodies and (solely to the extent the UDD Licensed Data concerned is OS MasterMap Topography Layer Data) other non-Public Body third parties of copies of any UDD Licensed Data.
- 4.2 Public Sector Data Sharing is subject to the following conditions:
- 4.2.1 **Sharing Party** means the third party to whom UDD Licensed Data is supplied or Infrastructure Body, Educational Body or non-Public Body third party from whom UDD Licensed Data is received pursuant to this paragraph 4;

- 4.2.2 both the Customer 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 User Derived Dataset being supplied and/or received;
- 4.2.3 the Customer shall obtain written confirmation from the third party to whom the Customer is supplying UDD 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 User Derived Dataset being supplied;
- 4.2.4 the use of the UDD Licensed Data received by the Customer from an Infrastructure Body, Educational Body or non-Public Body third party shall be governed by the terms of the Customer's Sub-licence;
- 4.2.5 the supply by the Customer to a third party is to support delivery of or to deliver the Customer's Core Business;
- 4.2.6 the Customer shall maintain a written record of:
- a) the names and addresses of Sharing Parties from whom it has received or to whom it has supplied UDD Licensed Data;
  - b) the UDD Licensed Data which was received by it from and/or supplied by it to the Sharing Parties; and
  - c) when the UDD Licensed Data was received by it from and/or supplied by it to the Sharing Parties, and the Customer shall retain the written record until it ceases to use the UDD Licensed Data and no longer retains an archive of it in accordance with paragraph 4 of Appendix 4. Upon our written request the Customer shall provide a copy of that written record to us; and
- 4.2.7 subject to Clause 12.1 of the Framework, we shall have no liability to the Customer or the Sharing Party in respect of the UDD Licensed Data received from and/or supplied to a Sharing Party.
- 5 End User Licensing**
- 5.1 The Customer 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 Customer to deliver or support the delivery of the Customer's Core Business.
- 5.2 Subject to paragraph 5.7, where the Customer supplies copies of Licensed Data under paragraph 5.1, it shall do so on the terms of the Public Sector End User Licence.
- 5.3 The Public Sector End User Licence shall be click accepted by a Public Sector End User prior to accessing the Licensed Data.
- 5.4 In making Licensed Data available under this paragraph 5, the Customer shall comply with the watermarking obligation in paragraph 8.1.2 b) and shall ensure the Licensed Data includes the Customer's licence number pre-fixed or suffixed with the letters 'EUL'.
- 5.5 In the event of any infringement or breach of our IPR by any party which we reasonably believe may have accessed our IPR from the Customer's End User Licensing, you and the Customer will, on our request, use your and its best endeavours to assist us 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 the 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 us.
- 5.6 The Customer must agree:
- 5.6.1 only to make available Licensed Data under this paragraph 5 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 3.2.5 or through alternative data (such as OS OpenData). For the avoidance of doubt, where the Customer wishes to make data available solely to comply with the transparency agenda, such compliance is not of itself considered to be a specific requirement;
  - 5.6.2 that any Licensed Data made available under this paragraph 5 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;
  - 5.6.3 to monitor its End User Licensing activities and to report the same to you and/or us, in accordance with any guidelines issued by us from time to time;

- 5.6.4 to use reasonable endeavours to terminate all Public Sector End User Licences with effect from the date of expiry or termination of the Customer's Sub-licence.
- 5.7 Where the Customer is supplying hard copies of Licensed Data to Public Sector End Users solely for the purpose set out in paragraph 5.1, paragraphs 5.2 and 5.3 shall not apply and, instead, the Customer 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.'
- 6 INSPIRE End User Licensing**
- 6.1 Where the Customer 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 (specifically excluding Points of Interest Data) to INSPIRE End Users for the INSPIRE End User Purpose in accordance with this paragraph 6.
- 6.2 Where the Customer supplies copies of Licensed Data under paragraph 6.1, it shall do so on the terms of the Public Sector End User Licence – INSPIRE.
- 6.3 Save where the Licensed Data is made available by way of a WMS or WFS, 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 Customer 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 Customer 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.
- 6.4 Save where the Licensed Data is made available (i) by way of a WMS or WFS, and/or (ii) in vector format, the Customer will:
- 6.4.1 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
- 6.4.2 ensure that the Licensed Data includes:
- a) the acknowledgement(s) required by paragraph 8.1.1; and
- b) the Customer's licence number pre-fixed or suffixed with the letters 'EUL'.
- 6.5 Where the Licensed Data is made available in vector format, other than via WFS, the Customer shall ensure that copy protection measures are used.
- 6.6 As stated in paragraph 2.3 above, in this paragraph 6, references to Licensed Data are limited to Data created by the Customer using Licensed Data and, for the avoidance of doubt, Licensed Data which has not been so created may not be supplied under this paragraph 6 as 'background' or otherwise.
- 6.7 Where the Customer, under this paragraph 6, makes the Licensed Data available within a WMS and/or WFS:
- 6.7.1 the url containing the Public Sector End User Licence – INSPIRE must be included within the WMS and/or WFS metadata, and must also be returned by GetCapabilities; and
- 6.7.2 where practicable, the Customer 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.

- 6.8 The Customer's obligation in Clauses 4.1.3 and 9.1 of the Framework to maintain 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 6, not require the Customer to capture and collect the names and contact details of INSPIRE End Users.
- 6.9 Paragraphs 5.5 to 5.6 above shall apply to any supply under this paragraph 6, with any necessary changes.
- 7 Emergency Situations Licensing**
- 7.1 In Emergency Situations, the Customer 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.
- 7.2 Where the Customer has provided Licensed Data to Emergency Services for Emergency Use, the Customer shall within 60 days of such provision, provide us with:
- 7.2.1 a description of the precise Licensed Data that has been provided (including area of coverage);
- 7.2.2 the format in which it was provided;
- 7.2.3 the full correct name, address and contact details of the recipient Emergency Service;
- 7.2.4 the date on which the Licensed Data was provided to the recipient Emergency Service; and
- 7.2.5 a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- 7.3 In the event that the recipient Emergency Service does not agree to license, return or destroy the data provided to it by the Customer for Emergency Use, the Customer agrees to use its reasonable endeavours to assist us in procuring that the Emergency Service concerned either destroys the data or returns it to us and/or the Customer.
- 8 Customer Obligations**
- 8.1 In addition to the other Customer obligations set out in the Framework and this Contract, the Customer shall ensure that:
- 8.1.1 for the avoidance of doubt, copyright, database right and trade mark acknowledgements (in accordance with Clause 6 of the Framework) are included on the Licensed Data and on any copies the Customer or any Public Sector End User or INSPIRE End User produces;
- 8.1.2 where the Customer makes Licensed Data publicly available in accordance with paragraph 3.2.5 above:
- a) in relation to Licensed Data made available as a raster file or a copy protected vector file only, the Customer 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 Customer] 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) a background watermark to identify the source of the Licensed Data must be included on any electronic copies (including publication on the internet) of OS MasterMap Integrated Transport Network Layer and OS MasterMap Topography Layer. The watermark must appear at least once and cover at least 10% of the map image reproduced. Notwithstanding the foregoing, where the Customer has a statutory obligation to publish planning applications on the internet, the Customer may, in its discretion, elect not to include such background watermark on any mapping extracts which form part of any such planning application;

- c) in relation to Licensed Data made available in hard copy form for members of the public to take away, the Customer 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
- d) 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 8.1.2 c) above shall not apply.
- 9 Competing Activities and Commercial Activities**
- 9.1 Nothing in this Appendix permits the Customer or any person to use the Licensed Data for any Commercial Activities or Competing Activities.
- 9.2 Where we reasonably consider that the Customer's proposed or current use of the Licensed Data is or is likely to be a Competing Activity or Commercial Activity, we may take such steps as we reasonably consider are necessary in relation to the Competing Activity or Commercial Activity. Such steps may include the action set out in paragraph 9.3 below and/or suspending the licence granted under the Customer's Sub-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 Director General of Ordnance Survey as to the existence of a Competing Activity shall be final and conclusive.
- 9.3 Where the Customer's use of Licensed Data is or is likely to constitute a Competing Activity or a Commercial Activity, the Customer shall either:
- 9.3.1 enter into a separate appropriate licence or Sub-licence; or
- 9.3.2 amend its planned or current use of the relevant Licensed Data so as to resolve the problem identified to our reasonable satisfaction.
- 9.4 The Customer shall indemnify us against all liabilities, damages, penalties, costs, expenses or other loss suffered or incurred by us in relation to any breach or alleged breach by us of competition law to the extent such loss results from the Customer's breach of this paragraph 9. Nothing in the Customer's Sub-licence shall limit or exclude the Customer's liability to us under this indemnity.

## Appendix 4 Ancillary Rights to Customer's Licensed Use

- 1 Customer Contractor Rights**
- You may grant Customers the right to sub-license Licensed Data to Customer Contractors solely for the purpose of the Customer Contractor providing, or tendering to provide, the Customer with goods or services for the Customer's Licensed Use. Where you grant such rights to Customers you shall procure that Customers are subject to and comply with the obligations set out in paragraphs 1.1 to 1.5.
- 1.1 Digital Form**
- If the Customer provides the Customer Contractor with Licensed Data in a digital form, the Customer shall ensure the Customer Contractor enters into a formal written agreement (before it has access to any Licensed Data) which contains provisions equivalent to those in and required by Clause 5.4.1 a) to f) of the Framework (which, for the avoidance of doubt shall include obligations in relation to copyright and database right acknowledgments equivalent to Clause 6.3 of the Framework).
- 1.2 Sharing of Licensed Data between Customer Contractors**
- The Customer may grant its Customer Contractors the right to supply and receive copies of Licensed Data in a digital form to and from other Customer Contractors provided that:
- 1.2.1** both Customer Contractors are licensed by the Customer for the Licensed Data being supplied and/or received;
- 1.2.2** the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer shall each form part of a larger project or related series of works required by the Customer;
- 1.2.3** a Customer Contractor uses copies of Licensed Data supplied by another Customer Contractor solely for the purpose of providing or tendering to provide goods or services to the Customer as part of the Customer's Licensed Use;
- 1.2.4** the use by a Customer Contractor of Licensed Data supplied by another Customer Contractor shall be governed by its agreement with the Customer, referred to in paragraph 1.2;
- 1.2.5** a Customer Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to another Customer Contractor; and
- 1.2.6** a Customer Contractor shall, prior to supplying any Licensed Data to another Customer Contractor, obtain written confirmation from the Customer that:
- a) the other Customer Contractor is licensed by the Customer for the Licensed Data being supplied; and
- b) the goods or services which each Customer Contractor is providing, or tendering to provide to the Customer, each forms part of a larger project or related series of works required by the Customer.
- 1.3 Paper Copies**
- If the Customer provides the Customer Contractor with Licensed Data in paper form (referred to in this paragraph 1.3 and paragraph 1.4 as **Paper Copies**), the Customer shall not be required to enter into a formal written agreement with the Customer Contractor provided that the Customer ensures that:
- 1.3.1** the Customer Contractor uses the Paper Copies solely for the purposes of providing, or tendering to provide, the Customer with goods or services for the Customer's Licensed Use;
- 1.3.2** the Paper Copies only cover an area that is proportionate to the amount of goods or services that the Customer Contractor is engaged to provide;
- 1.3.3** the Customer 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;
- 1.3.4** the Customer Contractor destroys or returns to the Customer all such Paper Copies immediately upon:
- a) its completion of the tender or provision of goods or services referred to in paragraph 1.3.1; or
- b) expiry or termination of this Agreement or Contract,

- whichever is the sooner, and provides, at the Customer's request, a sworn statement by a duly authorised person that it no longer holds any such Paper Copies;
- 1.3.5 neither the Customer nor the Customer Contractor shall receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
- 1.3.6 the Paper Copies are marked in accordance with Clause 6.3 of the Framework and contain a statement stipulating that the Customer Contractor is permitted to use the Paper Copies solely for the purpose of assisting it with the delivery to the Customer of the goods or services it is engaged to provide.
- 1.4 The Customer may permit its Customer Contractor to supply Paper Copies to any third party provided that the Customer Contractor ensures that:
- 1.4.1 such third party is engaged to provide:
- a) all or part of the works that the Customer Contractor is engaged to provide to the Customer (referred to in this paragraph 1.4.1 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 Customer, and uses the Paper Copies solely for the purpose of providing a), b) or c) above to the Customer for the Customer's Licensed Use;
- 1.4.2 such third party agrees to comply with terms no less onerous than those set out in paragraphs 1.3.1 to 1.3.6 with respect to its use of Paper Copies under paragraph 1.4.1 above. For the purposes of this paragraph, references in paragraphs 1.3.1 to 1.3.6 to:
- a) **Customer** shall mean **Customer Contractor**;
- b) **Customer Contractor** shall mean the third party to whom Paper Copies are supplied under this paragraph; and
- c) **Agreement or Contract** shall mean the licence between the Customer and its Customer Contractor.

1.5

## Liability for Customer Contractors

Your liability to us under Clause 5.7.3 of the Framework shall extend to and include acts and omissions of Customer Contractors.

2

## Customer Data

Where a Customer creates Data using or in conjunction with Licensed Data, and such Data:

2.1

does not incorporate or infringe any IPR in the Licensed Data; and

2.2

can be used independently of the Licensed Data,

such Data shall not be subject to the terms of this Agreement or the Customer's Sub-licence. Examples of Data that this paragraph applies to may be found on our Website.

3

## Public Data Sharing

Where Customers receive any UDD Licensed Data from Public Bodies you may license Customers for such UDD Licensed Data provided that:

3.1

the Customer and the Public Body are licensed for the same area of coverage of the same User Derived Dataset being supplied by the Public Body;

3.2

the licence to such UDD Licensed Data which you are permitted to grant to Customers shall be as set out in and subject to the terms of this Contract;

3.3

you procure that the Customer shall maintain a written record of:

3.3.1

the names and addresses of Public Bodies from whom the Customer has received UDD Licensed Data;

3.3.2

the UDD Licensed Data which was received by the Customer from the Public Body; and

3.3.3

when the UDD Licensed Data was received by the Customer from the Public Body;

3.4

you shall:

3.4.1

require Customers to retain the written records referred to in paragraph 3.3 for such time as Customers continue to use such UDD Licensed Data or retain an archive of it in accordance with paragraph 4;

- 3.4.2 require Customers to provide you and/or us with a copy of such UDD Licensed Data and the written record maintained by the Customer in accordance with paragraph 3.3 upon written request being made by you and/or us; and
- 3.4.3 reserve third party rights for Ordnance Survey to directly enforce the relevant clauses of the Customer Sub-licence which reflect paragraphs 3.3 and 3.4;
- 3.5 subject to Clause 12.1 of the Framework, we shall have no obligation or liability to you, your Sub-partners or the Customers in respect of the UDD Licensed Data received by a Customer from a Public Body; and
- 3.6 for the avoidance of doubt, save where expressly permitted under the Agreement, this Agreement does not entitle you to license Customers to receive and/or use UDD Licensed Data from any other third party.

#### **4 Archive Rights**

You may permit Customers to retain (and, save in relation to Address Datasets, to permit their Customer Contractors to retain) the Licensed Data after termination of their Sub-licence in accordance with and subject to Clause 10.7.2 of the Framework.

# Appendix 5 Royalties

## 1 General

- 1.1 You shall pay a Royalty annually in advance in respect of each Customer Sub-licence for Products and/or Services in accordance with this Appendix 5.
- 1.2 All Royalties shown in this Appendix 5 are correct as at 1 April 2014 (unless otherwise specified) and are subject to indexation and Minimum Royalties in accordance with Clauses 7.5.1 and 7.3 of the Framework.
- 1.3 Royalty statements submitted to us in accordance with Clause 7.2 of the Framework shall include the following details in respect of each Product and/or Service supplied:
- 1.3.1 the identity of the Customers to whom you have supplied your Products and/or Services during the preceding Quarter;
- 1.3.2 the details of the Datasets used to create the User Derived Dataset licensed to each Customer (and, for the avoidance of doubt, where your User Derived Dataset comprises Land Registry Polygons, the Dataset concerned is OS MasterMap Topography Layer);
- 1.3.3 the number of Points contained in your User Derived Dataset;
- 1.3.4 where your User Derived Dataset contains Polygons (but not to the extent any such Polygons are Land Registry Polygons), the following details:
- a) the number of Polygons in your User Derived Dataset created using OS MasterMap Topography Layer whose area of coverage falls within each of the area of coverage bandings listed in the first column of Table 1A;
- b) the number of Polygons in your User Derived Dataset created using:
- i) 1:25 000 Scale Colour Raster; and
- ii) 1:50 000 Scale Colour Raster,
- whose area of coverage falls within each of the area of coverage bandings listed in the first column of Table 1B; and
- c) whether your User Derived Dataset contains Polygons depicting the entire coast of Great Britain and, if so, the Dataset used to create such coastline Polygons;

- 1.3.5 other than to the extent you make Land Registry Polygons available to be Viewed, the number of Land Registry Polygons in your User Derived Dataset;
- 1.3.6 in respect of Views of Land Registry Polygons, details of the following:
- a) the number of Sessions; and
- b) the total number of Land Registry Polygons Viewed in all Sessions; and
- 1.3.7 the number of Buildings in your User Derived Dataset to which Attribution Data is associated.
- 1.4 Except to the extent a Session Royalty is payable under this Appendix 5, where you license a particular area of coverage of any Dataset under a Customer Sub-licence, you shall be liable to us for at least one year's Royalty in respect of such area of coverage of the relevant Dataset.

## 2 Points

- 2.1 You shall pay a Royalty per annum of 1p per Point created using 1:25 000 Scale Colour Raster, 1:50 000 Scale Colour Raster or OS MasterMap Topography Layer that is contained within your User Derived Dataset.

## 3 Polygons (excluding Land Registry Polygons)

- 3.1 Where your User Derived Dataset contains Polygons (but except to the extent any such Polygons are Land Registry Polygons, in which case paragraphs 4 and/or 5 shall apply) you shall pay the Royalties specified in:
- 3.1.1 Table 1A in respect of each such Polygon contained in such User Derived Dataset which has been created using OS MasterMap Topography Layer; and
- 3.1.2 Table 1B in respect of each such Polygon contained in such User Derived Dataset which has been created using 1:25 000 Scale Colour Raster and 1:50 000 Scale Colour Raster,
- in each case by reference to the area of coverage of the Polygon concerned.

<b>Table 1A – Royalty per Polygon per annum for OS MasterMap Topography Layer</b>	
<b>Area of coverage of Polygon</b>	<b>Royalty per Polygon per annum</b>
Up to and including 20 hectares	£0.01
More than 20 hectares and up to and including 1 km <sup>2</sup>	£0.028
More than 1 km <sup>2</sup> and up to and including 5 km <sup>2</sup>	£0.08
More than 5 km <sup>2</sup> and up to and including 20 km <sup>2</sup>	£0.25
More than 20 km <sup>2</sup> and up to and including 100 km <sup>2</sup>	£0.80
More than 100 km <sup>2</sup> and up to and including 600 km <sup>2</sup>	£2.00
More than 600 km <sup>2</sup> and up to and including 3 000 km <sup>2</sup>	£4.20
More than 3 000 km <sup>2</sup> and up to and including 20 000 km <sup>2</sup>	£9.00
More than 20 000 km <sup>2</sup> and up to and including 100 000 km <sup>2</sup>	£20.00
More than 100 000 km <sup>2</sup>	£60.00

<b>Table 1B – Royalty per Polygon per annum for 1:25 000 Scale Colour Raster and 1:50 000 Scale Colour Raster</b>	
<b>Area of coverage of Polygon</b>	<b>Royalty per Polygon per annum</b>
Up to and including 20 hectares	£0.01
More than 20 hectares and up to and including 1 km <sup>2</sup>	£0.014
More than 1 km <sup>2</sup> and up to and including 5 km <sup>2</sup>	£0.04
More than 5 km <sup>2</sup> and up to and including 20 km <sup>2</sup>	£0.125
More than 20 km <sup>2</sup> and up to and including 100 km <sup>2</sup>	£0.40
More than 100 km <sup>2</sup> and up to and including 600 km <sup>2</sup>	£1.00
More than 600 km <sup>2</sup> and up to and including 3 000 km <sup>2</sup>	£2.10
More than 3 000 km <sup>2</sup> and up to and including 20 000 km <sup>2</sup>	£4.50
More than 20 000 km <sup>2</sup> and up to and including 100 000 km <sup>2</sup>	£10.00
More than 100 000 km <sup>2</sup>	£30.00

- 3.2 In addition to the Royalties payable in accordance with paragraph 3.1, you shall pay:
- 3.2.1 a Royalty per annum of £12.00 where the entire coastline of Great Britain created using OS MasterMap Topography Layer is contained within a User Derived Dataset; and
- 3.2.2 a Royalty per annum of £6.00 where the entire coastline of Great Britain created using 1:25 000 Scale Colour Raster is contained within a User Derived Dataset.

- 4 Land Registry Polygons: OS MasterMap Topography Layer**
- 4.1 Except to the extent you are liable to pay Royalties in accordance with paragraph 5, you shall pay Royalties of 30p per annum per Land Registry Polygon within your User Derived Dataset.
- 5 Royalties for Viewing Land Registry Polygons on a per Session basis: OS MasterMap Topography Layer**
- 5.1 Where you make Land Registry Polygons available to View in an On-Demand Service or in a Software Package on a Session basis, you shall calculate Royalties in accordance with Table 2 below and paragraphs 5.2 and 5.3.

- 5.2 Royalties under Table 2 are based on the number of Land Registry Polygons contained in all Views accessed in each Session.
- 5.3 The first Land Registry Polygon Viewed Royalties referred to in Table 2 shall apply to the first Land Registry Polygon Viewed in a Session. The subsequent number of Land Registry Polygon Viewed in such Session shall be subject to the per subsequent number of Land Registry Polygons Royalties set out in Table 2.

<b>Table 2 – Session Royalties for Land Registry Polygons (OS MasterMap Topography Layer)</b>	
<b>First Land Registry Polygon Viewed or subsequent Land Registry Polygon Viewed in a Session</b>	<b>Royalty per Land Registry Polygon Viewed</b>
First Land Registry Polygon	£0.18
Per subsequent Land Registry Polygon	£0.0075

**6 Attribution Data Royalties for OS MasterMap Topography Layer, OS MasterMap Integrated Transport Network Layer – Road Network and Road Routing Information and OS MasterMap Sites Layer**

- 6.1 You shall pay per annum Royalties in respect of each Building which is associated with an Attribution Data in your User Derived Dataset in accordance with Table 3 (subject to the maximum Royalty amount indicated in the final column of Table 3). Examples of how to apply Royalties are set out in our Website.

<b>Table 3 – Per Building Attribution Data Royalties: OS MasterMap Topography Layer, OS MasterMap Integrated Transport Network Layer – Road Network and Road Routing Information and OS MasterMap Sites Layer</b>		
<b>Royalties per Building</b>		<b>Maximum Royalty</b>
<b>Royalties for each of the first 1 000 000 Buildings in your User Derived Dataset</b>	<b>Royalties for each subsequent Building in your User Derived Dataset</b>	
£0.10p	£0.02	£500 000