



Memorandum of Understanding

This Memorandum of Understanding (Memorandum) is made between:

- (1) Ordnance Survey Limited, a limited liability company registered in England and Wales (registration number 9121572) whose registered office is at Explorer House, Adanac Park, SOUTHAMPTON, Hampshire, SO16 0AS, United Kingdom (**OS**); and
- (2) HM Land Registry, acting on behalf of the Crown of Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ (**HMLR**)

Each a '**Party**' and together the '**Parties**'

Purpose

- A. HMLR is beginning a five-year transformation of its data and products to achieve its vision of supporting "A world-leading property market as part of a thriving economy and a sustainable future." HMLR is tendering for both strategy and delivery partners to support this transformation. OS is not engaging in this process. Separate to these tender processes, this Memorandum witnesses the intention of HMLR to engage with OS for the latter to provide support. [REDACTED] this Memorandum is now entered into to establish the framework through which OS and HMLR will engage on a programme of direct collaborative work [REDACTED] and that the programme of direct collaborative work will cover the following 4 key areas (the **Purpose**):
1. Ensuring strategic alignment, in particular in relation to the OS NGD and OS Product roadmap and HMLR's geospatial roadmap and transformation;
 2. Sharing insights and concepting: what the market needs and how each Party can best fulfil their public tasks to drive economic growth;
 3. Leveraging opportunities for data distribution including making best use of OS's DataHub to provide HMLR data to market;
 4. Exchanging knowledge, skills and best practice in areas of shared interest such as licensing, geospatial, compliance; helping to create a consistent public sector standard for commercial models and reuse of data.
- B. This Memorandum establishes the commitment of both Parties to the Purpose and sets out the key principles which they agree to adopt and observe during the collaboration, albeit the terms set out herein are not exhaustive.
- C. The parties agree to collaborate in good faith under this Memorandum with a view to identify opportunities to collaborate subject to the execution of Formal Agreements.

- D. Except where expressly stated, this Memorandum is not intended to be legally binding between the Parties, and no legal obligations or legal rights shall arise between the Parties from this Memorandum. However, the Parties entering into it intend to honour all their obligations. In the event that the Parties enter into Formal Agreements, such agreements shall be legally binding between the Parties.

1. Definitions

Background IPR means all IPR of a Party which is existing prior to commencement of this Memorandum or is developed separately from this Memorandum, excluding the OS Datasets.

Confidential Information means all information (however recorded, preserved or disclosed) relating to the Purpose (including the fact that discussions are taking place and the status of those discussions), and/or the business, affairs, customers, clients or suppliers of the other Party, or of any member of the group of companies to which the other Party belongs and which has been identified as proprietary or confidential, or would be regarded as such by a reasonable business person.

Disclosing Party means the Party disclosing the Confidential Information.

[REDACTED]

Foreground IPR means any IPR (or rights of a similar nature) arising or developed by the Parties from and in connection with the Purpose.

Formal Agreement(s) means the written agreement(s) entered into by the Parties substantially in the form set out in Schedule Two of this Memorandum (which assumes that OS is providing the services to HMLR and it is agreed that the parties and the terms shall be amended to give effect to similar terms if HMLR is providing the services to OS) or on such other terms to be agreed between the Parties.

HMLR Datasets means any of the product datasets that are owned by HMLR and/or its licensors (including the Crown) which may be made available by HMLR to OS pursuant to this Memorandum.

Intellectual Property Rights (or IPR) means all copyright, database rights, trademarks, designs, patents, inventions, trade secrets, technical and other know-how, rights of confidence and all other intellectual property rights, and rights of a similar nature, (anywhere in the world whether or not registered and including applications for registration of any of them).

OS Datasets means any of the product datasets that are owned by OS and / or its licensors (including the Crown) which may be made available by OS to HMLR pursuant to this Memorandum.

Receiving Party means the Party receiving the Confidential Information.

2. Duration and Termination

- 2.1 This Memorandum shall commence on the date of signature of both Parties and, subject to the Parties' mutual written agreement to extend or earlier termination as referred to in Clause 2.3, it shall expire on 31 March 2029.
- 2.2 This timeframe is dependent on both Parties observing the key principles of collaboration set out in Clause 3 below.

2.3 This Memorandum may be:

2.3.1 extended by the mutual written agreement of the Parties; and/or

2.3.2 terminated by either Party at any time by giving written notice to the other Party, but without having to provide any reasons for doing so or incurring any liability to the other Party.

2.4 Termination of this Memorandum shall not affect any accrued rights or remedies to which either Party is entitled. For the avoidance of doubt, the termination of this Memorandum shall not affect the term of the Formal Agreements.

3. Principles of Collaboration

3.1 The Parties agree to collaborate for the Purpose and when doing so to act in good faith towards each other, [REDACTED] the Parties may execute Formal Agreements where required in specific circumstances to give effect to services supporting the Purpose. It is agreed that in the event of conflict between the terms of the Formal Agreements and this Memorandum, the terms of the Formal Agreements shall take precedence. In relation to the Formal Agreements and this Memorandum, the Parties agree to adhere to the following principles:

3.1.1 co-operate and provide such assistance to each other as reasonably requested to ensure activities are delivered and actions taken as required;

3.1.2 be accountable to each other for the performance of the respective roles and responsibilities;

3.1.3 communicate openly about major concerns, issues or opportunities;

3.1.4 share information, experience, materials and skills, in order to learn, develop and seek to achieve full potential;

3.1.5 adopt a positive, proactive manner and approach;

3.1.6 adhere to statutory requirements and best practice – complying with all applicable laws and standards including, data protection, freedom of information, anti-bribery, and modern slavery and where applicable public procurement rules;

3.1.7 deploy sufficient and appropriately qualified resources to fulfil the Parties responsibilities.

4. Obligations of Confidentiality

4.1 This Clause 4 is legally binding.

4.2 Each Party agrees that it shall not, at any time during the term of this Memorandum and for a period of three (3) years following its expiry or termination, disclose to any person any Confidential Information received from the other Party, except as permitted by Clause 4.3.

4.3 The Receiving Party may disclose the Disclosing Party's confidential information:

4.3.1 to its employees, officers, representatives, or advisers who need to know such information for the Purpose of this Memorandum. Each Party shall ensure that such persons comply with this Clause 4 and;

- 4.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including but not limited to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004).
- 4.4 The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall use it only for and in connection with the Purpose.
- 4.5 The Receiving Party shall not copy or otherwise record the Disclosing Party's Confidential Information except as strictly necessary for the Purpose and any such copies and records shall be the property of the Disclosing Party.
- 4.6 Where the Receiving Party becomes aware of any unauthorised use, copying, disclosing or loss of the Disclosing Party's Confidential Information, the Receiving Party shall notify the Disclosing Party without delay and provide all reasonable assistance to the Disclosing Party to stop such unauthorised use, copying, disclosure and/or loss.
- 4.7 When the Purpose has been completed, or at any time on the written request of the Disclosing Party:
 - 4.7.1 the Receiving Party shall, subject to Clause 4.7.2, destroy (or at the option of the Disclosing Party, return) all the Confidential Information of the Disclosing Party and all materials embodying any such Confidential Information;
 - 4.7.2 where the Disclosing Party's Confidential Information is in electronic form and has been placed in an archive or back up system and it is difficult or impossible to reliably destroy or return it, the Receiving Party may keep such Confidential Information for as long as such archive or back up is required, provided that the Confidential Information is not used for any purpose whatsoever and the Receiving Party continues to comply with the obligations set out in this Clause 4.
- 4.8 The obligations of confidentiality set out in this Memorandum shall not apply to information which the Receiving Party can demonstrate:
 - 4.8.1 was lawfully in its possession before the Confidential Information was disclosed to it by the Disclosing Party;
 - 4.8.2 was, or is, lawfully received from an independent third party without any obligation of confidentiality;
 - 4.8.3 was, or is, or becomes generally available to the public through no fault of the Receiving Party.
- 4.9 All Confidential Information shall remain the property of the Disclosing Party and no rights (including but without limitation any intellectual property rights) are granted to the other Party, and no obligations are imposed on the Disclosing Party, other than those expressly set out in this Memorandum.
- 4.10 The Parties agree that the subject matter of this Memorandum is Confidential Information to the Parties and their advisers.

5. Intellectual Property Rights

- 5.1 This Clause 5 is legally binding.
- 5.2 This Memorandum does not affect the ownership of any Background IPR or OS Datasets provided to, or acquired by, a Party in connection with the Purpose. Any Background IPR or OS Datasets shall remain vested in the originating Party.

- [REDACTED]
- 5.4 All Background IPR and OS Datasets shall be returned to the relevant Party as appropriate on completion of the Purpose and shall not at any time be transmitted or disclosed by the other Party to any third party.
- [REDACTED]

- 5.6 Any Foreground IPR arising or developed from the use of any OS Datasets shall be owned by OS.

- 5.7 Any Foreground IPR arising or developed from the use of any HMLR Datasets shall be owned by HMLR.

6. Costs

- 6.1 This Clause 6 is legally binding.

- 6.2 Each party shall bear its own costs and expenses incurred in connection with this Memorandum. The costs related to work undertaken under a Formal Agreement shall be subject to its terms.

7. Non-Solicitation

- 7.1 This Clause 7 is legally binding.

- 7.2 Neither Party shall, during the term of this Memorandum and for a period of (6) months after termination or expiry of this Memorandum (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) or make any offer of employment (other than pursuant to an application made in response to a publicly advertised vacancy) to an employee of the other Party.

8. Third party rights

- 8.1 This Clause 8 is legally binding.

- 8.2 This Memorandum does not give any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9. Data Protection

- 9.1 The Clause 9 is legally binding.

- 9.2 Each Party shall comply with the applicable data protection legislation in force, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, in relation to any personal data shared or processed under this Memorandum.

9.3 Where personal data is exchanged, the Parties agree to:

- 9.3.1 use the data only for the Purpose;
- 9.3.2 implement appropriate technical and organisational measures to safeguard the data; and
- 9.3.3 notify the other Party promptly in the event of a data breach affecting the personal data.

10. Liability

10.1 This Clause 10 is legally binding.

10.2 Nothing in this Memorandum shall limit or exclude liability for:

- 10.2.1 death or personal injury caused by negligence, fraud or fraudulent misrepresentation;
- 10.2.2 breach of applicable data protection obligations;
- 10.2.3 infringement of any Party's or a third party's intellectual property rights;
- 10.2.4 breach of confidentiality obligations; or
- 10.2.5 any other liability that cannot be excluded by law.

10.3 Neither Party will be liable to the other in contract, tort (including negligence) or otherwise for any special, indirect, or consequential losses or damages howsoever arising.

[REDACTED]

11. Assignment

11.1 Neither Party shall assign or otherwise transfer any of its rights or obligations under this Memorandum or any part thereof without the prior written consent of the other Party, which shall not be unreasonably withheld.

12. Status of Memorandum of Understanding

- 12.1 It is agreed that with the exception of Clauses 4, 5, 6, 7, 8, 9, 10 and 14 neither OS nor HMLR intends to be legally bound by this Memorandum.
- 12.2 The Parties acknowledge that in the event of conflict between the terms of Formal Agreements and this Memorandum, the terms of the Formal Agreements shall take precedence. For the avoidance of doubt, no financial obligation on either Party is implied by this Memorandum and the Parties are not obliged to enter into Formal Agreements.
- 12.3 Nothing in this Memorandum shall be construed as creating a partnership, joint venture, agency or employment relationship between the Parties.

13. Dispute resolution

- 13.1 Any dispute arising out of the legally binding provisions of this Memorandum shall in the first instance be resolved by good faith negotiations between the Parties. If unresolved, the parties shall seek to resolve the dispute through confidential mediation and, if still unresolved, by confidential arbitration.
- 13.2 If no agreement is reached in accordance with the procedure at clause 13.1, the dispute may be referred to the English courts.

14. Governing Law and Jurisdiction

- 14.1 The Clause 14 is legally binding.
- 14.2 This Memorandum shall be governed by and construed in accordance with English Law and each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales to deal with any dispute which has arisen or may arise out of, or in connection with, this Memorandum.

15. Signing

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

Having read and understood this Memorandum signed for and on behalf of **His Majesty's Land Registry**

Signature

Signature

Name

Name

Title

Title

Date

Date

Schedule 1 Letter of Intent of 7 November 2025

Schedule 2 Formal Agreement Terms