

# End User Licence Agreement

## IMPORTANT NOTICE:

This end user licence agreement (**Licence**) is a legal agreement between you and the Secretary of State for Business, Innovation and Skills acting through Ordnance Survey, (whose principal place of business is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS) (referred to as **Ordnance Survey, us, our or we** in this Licence).

It is a Licence for the use of Ordnance Survey mapping data through the EDINA Digimap Service for educational purposes.

**PLEASE READ THE LICENCE TERMS AND CONDITIONS SET OUT BELOW CAREFULLY AND ENSURE THAT YOU HAVE UNDERSTOOD THEM BEFORE YOU CLICK THE 'ACCEPT' BUTTON. BY CLICKING THE 'ACCEPT' BUTTON AND ACCESSING THE ORDNANCE SURVEY LICENSED DATA YOU AGREE TO BE BOUND BY THESE LICENCE TERMS AND CONDITIONS.**

**YOU MAY NOT ACCESS AND USE THE ORDNANCE SURVEY LICENSED DATA IN ANY WAY OR FOR ANY PURPOSE OTHER THAN AS SET OUT IN THIS LICENCE. IF YOU WISH TO USE ORDNANCE SURVEY LICENSED DATA FOR OTHER PURPOSES YOU MUST CONTACT ORDNANCE SURVEY TO DISCUSS A SEPARATE LICENCE.**

**IF THESE TERMS AND CONDITIONS CHANGE AT ANY TIME, YOU WILL BE PRESENTED WITH A NOTICE TO THAT EFFECT AND IF YOU WISH TO CONTINUE USING THE ORDNANCE SURVEY LICENSED DATA YOU MUST CLICK THE 'ACCEPT' BUTTON TO AGREE TO THE NEW TERMS AND CONDITIONS.**

**IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENCE DO NOT CLICK ON THE ACCEPT BUTTON OR USE THE ORDNANCE SURVEY LICENSED DATA.**

## 1 Definitions

1.1 Where the words in this Licence are capitalised, you will find their meaning set out in Appendix 1, at the end of this Licence.

## 2 Grant and Scope of your Licence

2.1 In consideration of you agreeing to abide by the terms of this Licence, (together with the licence fee paid by your Institution), Ordnance Survey hereby grants to you a non-exclusive, non-transferable, revocable licence to access and use the Ordnance Survey Licensed Data, solely for Educational Use (as defined in Appendix 1 and more particularly described in Clauses 3.1 to 3.4) or Limited Administrative Use (as more particularly described in Clauses 3.1 and 3.5), in accordance with the terms set out in this Licence.

2.2 For the avoidance of doubt, OS OpenData is governed by separate licence terms which are published at <http://www.ordnancesurvey.co.uk/docs/licences/os-opendata-licence.pdf>. The terms set out in this EULA shall not apply to OS OpenData or any use of it by you.

## 3 Your Permitted Use

3.1 Subject to Clauses 5 and 6 (and in particular, but without limitation, sub-clause 5.2.2), you may do any of the following activities as part of your Educational Use and/or Limited Administrative Use:

3.1.1 download and store the Ordnance Survey Licensed Data to:

- a) your Institution's computer network;
- b) one of your Institution's Devices; and/or
- c) your own Device, which may be on any other computer network;

- 3.1.2 display, view, interrogate, manipulate, modify, search and otherwise use the Ordnance Survey Licensed Data through:
  - a) your Institution's computer network;
  - b) your Institution's Devices; and/or
  - c) your own Device, which may be on any other computer network.
- 3.1.3 supply copies of the Ordnance Survey Licensed Data (in digital or printed form) to other Authorised End Users of both the same and a different Institution;
- 3.1.4 supply Ordnance Survey Licensed Data to an Authorised Data Handler for the purposes of storing it in another computer network, provided that you ensure they have entered into a Digimap Data Handler Agreement;
- 3.1.5 supply copies of the Ordnance Survey Licensed Data (in digital or printed form) to any PSMA or OSMA Member under the Public Sector Data Sharing provisions set out in Clause 4;
- 3.1.6 print copies of the Ordnance Survey Licensed Data and/or the materials/media which you create which incorporate Ordnance Survey Licensed Data.

#### **Educational Use**

- 3.2 Educational Use is defined in Appendix 1. As part of your Educational Use, you may incorporate, (and/or facilitate the interaction with), Ordnance Survey Licensed Data in various materials / media, and you may publish, distribute, deposit and otherwise make those materials / media available to others (solely as described in sub-clauses 3.3 and 3.4, and subject to your obligations and restrictions set out in Clauses 4 and 5).

#### **Academic Works, Presentation Materials, Research Works and Teaching Materials;**

- 3.3 You may:
  - 3.3.1 incorporate the Ordnance Survey Licensed Data into Academic Works, Presentation Materials, Research Works and Teaching Materials, (these are defined in Appendix 1);
  - 3.3.2 save and use copies of your Academic Works, Presentation Materials, Research Works and/or Teaching Materials yourself for Educational Use;
  - 3.3.3 distribute copies of your Academic Works, Presentation Materials, Research Works and/or Teaching Materials to other Authorised Users for their Educational Use;
  - 3.3.4 publish copies of your Academic Works, Presentation Materials, Research Works and/or Teaching Materials on the world wide web, provided that the mapping images included in such publications comply with the requirements of sub-clause 5.1.4, and subject always to sub-clause 5.2.3;
  - 3.3.5 deposit copies of your Academic Works, Presentation Materials, Research Works and/or Teaching Materials in your own Institution's library and academic repositories, and in other academic repositories, for general unrestricted use:
    - a) in printed form; or
    - b) in electronic form, provided that the mapping images included in such copies comply with the requirements of sub-clause 5.1.4;
  - 3.3.6 distribute copies of your Academic Works and/or Teaching Materials to external educational assessors and examiners:
    - a) in printed form; or

- b) in electronic form, provided that the mapping images included in such copies comply with the requirements of sub-clause 5.1.4;

3.3.7 distribute copies of your Academic Works and Research Works to an external sponsor of such Academic Works or Research Works:

- a) in printed form; or
- b) in electronic form, provided that the mapping images included in such copies comply with the requirements of sub-clause 5.1.4, or
- c) in electronic form, with mapping images in a Vector Format, where such sponsor has its own licence to use the Ordnance Survey Licensed Data, solely for non-commercial purposes;

and provided always that such sponsorship is not a Commercial Activity;

3.3.8 publish copies of your Academic Works and Research Works in academic journals, periodicals and other publications, for the purpose of communicating the results of your scholarly work:

- a) in printed form; or
- b) in electronic form, provided that the mapping images included in such publication comply with the requirements of sub-clause 5.1.4;

3.3.9 display copies of your Presentation Materials at and in connection with a conference, seminar, workshop, or other similar presentation, and distribute them to delegates of the conference, seminar, workshop or other presentation:

- a) in printed form; or
- b) in electronic form, provided that the mapping images included in such Presentation Materials comply with the requirements of sub-clause 5.1.4;

### **Educational Navigation Products/Services**

3.4 You may incorporate the Ordnance Survey Licensed Data into an Educational Navigation Product/Service (this is defined in Appendix 1), provided that you comply with the requirements set out in this Clause 3.4

- 3.4.1 The mapping images included in the Educational Navigation Product/Service may be in a Vector Format, and/or be geo-referenced, but if so, they shall comply with the requirements of sub-clauses 5.1.4 c) to 5.1.4 e);
- 3.4.2 your Educational Navigation Product/Service shall only be made available for use by other Authorised Users and not publically accessible and for this reason it shall be password protected;
- 3.4.3 your attention is drawn specifically (but without limitation) to your obligations and the restrictions set out in sub-clause 5.2.1, sub-clause 5.2.3, sub-clause 5.2.6, sub-clause 5.2.7, and sub-clause 6.2.
- 3.4.4 Subject to sub-clause 3.4.5, your Educational Navigation Product/Service shall only remain accessible for the then current Academic Year.
- 3.4.5 Ordnance Survey acknowledges and accepts that in certain circumstances it may be necessary for your Educational Navigation Product/Service to remain active and available to view beyond one (1) Academic Year. If you and/or your Authorised Institution reasonably believe that your Educational Use necessitates this, you should discuss the same and after due consideration your Institution may give you written consent for your Educational Navigation Product/Service to remain active and available for a further Academic Year.

- 3.4.6 your Educational Navigation Product/Service shall be subject to such other conditions as Ordnance Survey may reasonably recommend from time to time.
- 3.4.7 If you wish to create an Educational Navigation Product/Service which is likely to contravene the above, you should discuss the same with your Institution so that they can seek our views on the same.

#### **Limited Administrative Use**

- 3.5 You may
  - 3.5.1 incorporate the Ordnance Survey Licensed Data into mapping images for inclusion in printed promotional literature and/or publication on the world wide web for one or more of the following purposes:
    - a) to demonstrate the extent and/or location of an Institution's campus and other fixed assets that are leased, owned or managed by that Institution;
    - b) to show the location of an event organised by an Institution (which for the avoidance of doubt may be premises other than the actual campus of the Institution);
    - c) to provide directions and/or routes to the premises referred to in Clause 3.5.1 a) or the event referred to in sub-clause 3.5.1 b);
    - d) to promote or advertise the Digimap Service.
  - provided that the mapping images included in such publications comply with the requirements of sub-clause 5.1.4.
  - 3.5.2 incorporate mapping images for inclusion in video clips for publication on 'YouTube', and as screenshots taken from the Digimap Service, published on Your Twitter feed solely for the purpose of promoting, advertising or demonstrating the use of the Digimap Service, provided that the mapping images included in such publications comply with the requirements of Clause 5.1.4 and Clause 6.
  - 3.5.3 we would draw your attention specifically to your obligations and the restrictions set out in sub-clause 5.2.1, sub-clause 5.2.3, sub-clause 5.2.7, and sub-clause 6.2
  - 3.5.4 you are permitted to incorporate advertising, promotional content and /or sponsorship or business endorsement into the literature, and/or publications referred to this clause 3.5.

#### **4 Public Sector Data Sharing Rights**

- 4.1 Under two agreements known as the Public Sector Mapping Agreement and the One Scotland Mapping Agreement, Ordnance Survey has granted PSMA Members and OSMA Members the right to supply Ordnance Survey Licensed Data to, and receive Ordnance Survey Licensed Data from, certain other Ordnance Survey licensees, subject to certain conditions. These 'sharing' rights are referred to in the Public Sector Mapping Agreement and the One Scotland Mapping Agreement as the 'Public Sector Data Sharing' provisions.
- 4.2 With the exception of Points of Interest Data, You are entitled to supply copies of the Ordnance Survey Licensed Data to, and receive copies of the Ordnance Survey Licensed Data from, any PSMA or OSMA Member under the Public Sector Data Sharing provisions, subject to the following conditions:
  - 4.2.1 the Sharing Party must be licensed for the same area of coverage of the same Ordnance Survey Licensed Data being supplied and/or received;
  - 4.2.2 you shall obtain written confirmation from the Sharing Party that they hold a current PSMA Member Licence or OSMA Member Licence and that they are licensed for the same area of coverage of the same Ordnance Survey Licensed Data being supplied;

- 4.2.3 the use of the Ordnance Survey Licensed Data received by you from the Sharing Party shall be Educational Use only and shall be governed by the terms of this Licence;
- 4.2.4 the supply by you to the Sharing Party must be to support Educational Use; and/or delivery of the PSMA Member / OSMA Member's Core Business.
- 4.2.5 you shall maintain a written record of:
  - a) the names and addresses of Sharing Parties from whom you receive or to whom you supply Ordnance Survey Licensed Data;
  - b) the Ordnance Survey Licensed Data which was received by you and/or supplied by you to the Sharing Parties; and
  - c) when the Ordnance Survey Licensed Data was received by you from and/or supplied by you to the Sharing Parties,

and you shall provide a copy of that written record to us on written request.

- 4.2.6 subject to 11.8, Ordnance Survey shall have no obligation or liability to you in respect of any Ordnance Survey Licensed Data received from a PSMA Member or OSMA Member, or any Ordnance Survey Licensed Data supplied to a PSMA Member or OSMA Member.

## 5 Your Obligations / Restrictions

### 5.1 You MUST:

- 5.1.1 Keep your Secure Authentication credentials secure and confidential at all times, you must not share them with any other Authorised User or third party and you must take all reasonable steps to ensure that they are not cached or otherwise stored on any Device;
- 5.1.2 notify the Institution that provided you with your Secure Authentication credentials immediately that you cease to qualify as an Authorised User;
- 5.1.3 keep all copies of the Ordnance Survey Licensed Data that you have in your possession or control secure and maintain accurate records of when, where, to whom and in what format/media you have distributed copies of the Ordnance Survey Licensed Data;
- 5.1.4 ensure that any mapping images that are included in Academic Works, Presentation Materials, Research Works and Teaching Materials, which are, or are likely to be, distributed or otherwise made available to persons who are not Authorised Users (including but without limitation by way of publication on the world wide web), shall:
  - a) be in a Raster Format only;
  - b) not be geo-referenced;
  - c) be no larger (in scale, coverage area, number of features) than is necessary to fulfil the purpose for which the map is being used;
  - d) include additional information on/alongside/with the map which facilitates the purpose for which the map is being used; and
  - e) you shall take adequate and technological measures to prevent third parties from being able to access, use and/or extract any Ordnance Survey Licensed Data from such materials/media.

- 5.1.5 on request, provide full details and examples of how you are using the Ordnance Survey Licensed Data to Ordnance Survey, Jisc Collections, EDINA and/or your Institution (including full technical details of Educational Navigation Product/Service) for the purposes of our analysis of the Digimap Service and/or as evidence of compliance with the terms and conditions of this Licence .

### 5.2 You must NOT:

- 5.2.1 use the Ordnance Survey Licensed Data for, or in connection with, any Commercial Activity or Competing Activity, (as defined in Appendix 1);
- 5.2.2 share, distribute, transfer, sub-liscence or otherwise make the Ordnance Survey Licensed Data, or any materials / media incorporating Ordnance Survey Licensed Data, available to other people or organisations (even if they are Authorised Users), except as expressly set out in this Licence;
- 5.2.3 display, distribute or otherwise use the Ordnance Survey Licensed Data (or any materials / media incorporating the Ordnance Survey Licensed Data) on any social networking or media sharing websites other than as expressly set out in Clause 3.5.2;
- 5.2.4 incorporate the Ordnance Survey Licensed Data into any mobile application;
- 5.2.5 make any more copies of the Ordnance Survey Licensed Data (be they electronic or printed copies) than is necessary to fulfil the specific purposes set out in Clause 3;
- 5.2.6 incorporate the Ordnance Survey Licensed Data into any materials or media which:
  - a) carry any paid for or free advertising, (whether banner adverts, key word adverts, pop-up adverts or otherwise);
  - b) include promotional content;
  - c) include sponsorship or business endorsement;
  - d) solicit donations and resources in kind for charitable, non-profit making, community or volunteer groups or purposes;
 other than as expressly set out in sub-clause 3.5.5.
- 5.2.7 incorporate the Ordnance Survey Licensed Data into any materials or media which is likely to cause harassment, alarm or distress to any person; or use the Ordnance Survey Licensed Data for any illegal, deceptive, misleading or unethical purposes or in a manner which may be detrimental to the reputation of Ordnance Survey or the Ordnance Survey Licensed Data;
- 5.2.8 use the Ordnance Survey Licensed Data to assist an Institution with its estate management or other internal business administration, or display and promotion of their services, other than as expressly set out in sub-clause 3.5;
- 5.2.9 use the Points of Interest Data for any form of telephone sales, telephone marketing, direct mail, market research or use of circulation list or fax marketing (direct marketing), which is targeted at individuals or businesses, although this does not preclude the use of the Points of Interest Data for geographic analysis;
- 5.2.10 use the Points of Interest Data for geocoding or correcting any gazetteer or address list or cleaning such data;
- 5.2.11 supply or receive the Points of Interest Data under the Public Sector Data Sharing rights set out in Clause 4 above.
- 5.2.12 misuse the Ordnance Survey Licensed Data or Digimap Service by knowingly, or recklessly, introducing viruses, worms or any other material which is malicious or technologically harmful, nor attempt to gain unauthorised access to the Ordnance Survey Licensed Data or Digimap Service.

## 6 Ownership and Acknowledgement of Intellectual Property Rights

- 6.1 The Intellectual Property Rights in the Ordnance Survey Licensed Data are owned by the Crown, or by Ordnance Survey's suppliers. Notwithstanding the licence granted to you under Clause 3, the Ordnance Survey Licensed Data remains the property of the Crown (or Ordnance Survey's suppliers) and your use and possession of the Ordnance Survey Licensed Data does not give you any title to or ownership of it.

6.2 You must ensure that the following acknowledgement of copyright and database ownership is included in a conspicuous position on any display or reproduction of the Ordnance Survey Licensed Data, in any materials/media. This includes, without limitation, within any mapping images displayed on a Device screen from an Educational Navigational Product/Service or on screenshots for publication on any Twitter feed:

*© Crown Copyright and Database Right [insert date]. Ordnance Survey (Digimap Licence)*

The date to be inserted should be the then current year. So for example if you access the Licensed Data and incorporate it into hard copy materials on 18 September 2014, then the date to be inserted is '2014')

6.3 Where Points of Interest Data is used you must also ensure that the following acknowledgement is shown in a conspicuous position on any display or reproduction of the Ordnance Survey Licensed Data, in any media:

*This material includes data licensed from PointX® Database Right/Copyright [year of supply or date of publication].*

6.4 You must not tamper with, obscure, or remove any Intellectual Property Rights protection measures which appear on-screen on the Digimap Service or on any print-outs made using the Ordnance Survey Licensed Data. Protection measures include copyright and database acknowledgements, Trade Marks, trade mark notations ® or ™ and any other Ordnance Survey or third party logos or proprietary notices;

6.5 You must not use your own trade marks or branding on or in relation to the Ordnance Survey Licensed Data.

## 7 Term

7.1 This EULA shall come into force on the date that you first click the 'Accept' button or exercise any of the rights granted hereunder, whichever is the earlier;

7.2 This EULA shall remain in full force and effect for the duration of your course of study (students), employment (members of staff) or engagement (consultants and contractors) with/to the Institution, unless terminated earlier as provided for in Clauses 8 and 9.

## 8 Automatic Termination of this Licence

8.1 This Licence terminates automatically, without notice:

8.1.1 when you cease to qualify as an Authorised User (as defined in Appendix 1). By way of example, this includes, without limitation:

- Where you are a student, when you finish your course of study or research with an Authorised Institution;
- Where you are a member of an Institution's staff, when your employment ceases;
- Where as a student or member of staff, you travel abroad for a period of study or employment at an overseas campus;
- Where you are a consultant or contractor engaged by an Institution, for the purposes of teaching or undertaking research, when the period necessary to fulfil that purpose ends, or when your contract terminates, or if the terms of your contract change so that you are no longer permitted to access the Institution's information services, or you otherwise cease to be engaged by the Institution for the purposes of teaching or undertaking research at the Institution, (whichever is earlier)

8.1.2 if the terms and conditions of this Licence change and you are notified of that change and you choose not to click accept the new Licence terms and conditions;

- 8.1.3 if the Sub-Licence Agreement between Jisc Collections and your Institution terminates for any reason;
- 8.1.4 twelve (12) months after this Licence comes into force, or 12 months after you last accessed the Digimap Service, if you have not responded to 'click accept' the most recent terms and conditions to indicate your wish to continue being an Authorised User;
- 8.1.5 if your Secure Authentication is disabled by EDINA or your Institution at the end of an Academic Year, or at any other time for any administrative or other reason;

8.2 For the avoidance of doubt, where you are transferring as a student, or member of staff, or a consultant or contractor, from one Institution to another:

- a) you cannot take this Licence with you on transfer, instead your Licence will terminate automatically when you leave the first Institution (as referred to in sub-clause 8.1.1 above);
- b) if you wish to continue using Ordnance Survey Licensed Data, (and /or any materials / media incorporating Ordnance Survey Licensed Data) at your new Institution, you will need to enter into a new licence with Ordnance Survey through that new Institution (once they have provided you with Secure Authentication details).
- c) in the event that you do not enter into a new licence through your new institution prior to leaving your old Institution, you will need to transfer all copies of Ordnance Licensed Data in your possession or control, and any and all materials/media that you have created which incorporate Ordnance Survey Data, to another Authorised User prior to your departure (as referred to in Clause 10.1).

## **9 Suspension and Termination Rights**

9.1 Ordnance Survey may take such steps as it reasonably considers necessary, (which may include requiring you to amend your proposed or actual use of the Ordnance Survey Licensed Data, and ultimately suspending or terminating your Licence), if it reasonably suspects that your use of the Ordnance Survey Licensed Data falls outside of Educational Use or Limited Administrative Use (or the spirit of the rights granted and restrictions imposed under Educational Use or Limited Administrative Use).

9.2 Ordnance Survey may terminate your Licence immediately on giving you written notice if it reasonably suspects that:

- 9.2.1 you are in breach of any of the terms of this Licence and such breach is incapable of being remedied;
- 9.2.2 you are in breach of any of the terms of this Licence and the breach, being remediable, is not remedied within thirty (30) days from the date of a written request to do so;
- 9.2.3 you are persistently breaching this Licence;

9.3 You may terminate this Licence by email or other written notice to EDINA.

## **10 Effects of Termination**

10.1 Where this Licence is due to terminate automatically under clause 8.1 above, then without prejudice to that Clause, you are entitled, for the purposes of continuity, to supply:

- a) your copies of the Ordnance Survey Licensed Data; and/or
- b) any Academic Works, Presentation Materials, Research Works and Teaching Materials incorporating Ordnance Survey Licensed Data which you have developed as part of your Educational;
- c) control of any Educational Navigation Products/Services which you have developed;

to other Authorised Users of both the same and/or a different Institution prior to your departure and the consequential termination of this Licence.

10.2 If this Licence is suspended, terminated, or expires for any reason whatsoever, then subject to Clauses 10.1 and 10.3:

- 10.2.1 your right to access and use the Ordnance Survey Licensed Data is immediately suspended or terminated and you must immediately cease accessing/using the Digimap Service and Ordnance Survey Licensed Data.
- 10.2.2 you shall within seven (7) days of such termination destroy all copies of the Ordnance Survey Licensed Data within your possession or control (including any Ordnance Survey Licensed Data which has been embedded within any Academic Works, Presentation Materials, Research Works or Teaching Materials that you have developed pursuant to Clause 3, and any Ordnance Survey Licensed Data embedded within your own);
- 10.2.3 you shall within seven (7) days of such termination remove any Educational Navigation Products/Services that you have developed pursuant to Clause 3 from the platforms on which they are hosted and destroy any Ordnance Survey Licensed Data which has been embedded in such media.

10.3 You are entitled to retain the following:

- 10.3.1 printed copies of any Academic Works, Presentation Materials, Research Materials and Teaching Materials;
- 10.3.2 printed screenshots of any Educational Navigation Products/Services;
- 10.3.3 mapping images embedded within any electronic copies of Academic Works, Presentation Materials, Research Works and Teaching Materials (which have been developed by you or received by you from others), provided that such mapping images are in a Raster Format and not geo-referenced;
- 10.3.4 mapping images embedded within any Educational Navigation Product/Service (which have been developed by you), provided that such mapping images are in a Raster Format and not geo-referenced;

for use solely in accordance with the terms of this Licence.

10.4 For the avoidance of doubt, you are not required to secure the destruction of any copies of your Academic Works, Presentation Materials, Research Works or Teaching Materials which have been published, distributed, deposited, or otherwise made available to others pursuant to Clause 3.10.5

Any provision of this Licence which expressly or by implication is intended to continue in force following termination of this Licence shall remain in full force and effect.

## **11 Warranties and Limitations of Liability**

11.1 Ordnance Survey warrants to you that it is authorised to grant you a licence to use the Ordnance Survey Licensed Data and, subject to Clause 11.2, your use of the Ordnance Survey Licensed Data will not infringe the copyright and/or database rights of any third party.

11.2 The warranty set out in Clause 11.1 shall not apply to the extent that:

- 11.2.1 there is any modification or addition made to the Ordnance Survey Licensed Data, (other than by Ordnance Survey);
- 11.2.2 the Ordnance Survey Licensed Data is combined with any other data not supplied by Ordnance Survey;
- 11.2.3 the Ordnance Survey Licensed Data is used other than in accordance with this Licence.

11.3 You acknowledge that the Ordnance Survey Licensed Data has not been created for your individual requirements, (whether operationally, functionally, technically, accurately or otherwise) and it is therefore your responsibility to ensure that the Ordnance Survey Licensed Data is fit for your intended use or purpose. In this respect, (but subject to Clause 11.8), Ordnance Survey excludes to the fullest extent permissible by law, all express and implied warranties relating to the Ordnance Survey Licensed Data, including but not limited to, satisfactory quality and fitness for purpose.

11.4 Nothing in this Licence shall limit your liability in respect of:

- 11.4.1 any infringement of our Intellectual Property Rights by you; or
- 11.4.2 any infringement of our Intellectual Property Rights by a third party which has obtained Ordnance Survey Licensed Data as a result of your failure to comply with your obligations under sub-clause 5.1.1, or sub-clause 5.2.2

11.5 You indemnify Ordnance Survey and keep us indemnified against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements), losses and damages arising from or incurred by reason of your acts or omissions or breaches of this Licence, including but not limited to your liabilities under Clause 11.4 above.

11.6 Subject to Clause 11.8, nothing in this Licence shall make Ordnance Survey liable, whether in contract, tort (including negligence, pre-contractual or other representations), or otherwise, for any loss or damage suffered by you of whatsoever nature arising from or in connection with any use of the Ordnance Survey Licensed Data, or from any delay, interruption or failure of any electronic transmission of the Digimap Service.

11.7 Subject to Clause 11.5, nothing in this Licence shall make either party liable to the other, whether in contract, tort (including without limitation negligence, pre-contractual or other representations) or otherwise for any indirect, special or consequential loss or damage (including loss of income, loss of business profits or contracts, loss of information, loss of opportunity, goodwill or reputation, or loss of, damage to or corruption of data).

11.8 Nothing in this Licence shall exclude or limit the liability of either party for:

- 11.8.1 death or personal injury resulting from negligence;
- 11.8.2 fraud or fraudulent misrepresentation;
- 11.8.3 the deliberate default or wilful misconduct of that party.

## **12 General**

12.1 The Ordnance Survey Licensed Data may be modified, enhanced, replaced, withdrawn or additions made at any time.

12.2 The terms of this Licence may be amended at any time. All such changes shall become incorporated into this Licence immediately and shall apply to you with effect from the start of any subsequent session that you sign in and use the Ordnance Survey Licensed Data through the Digimap Service.

12.3 Ordnance Survey is entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Licence.

12.4 If Ordnance Survey has a right arising from your breach of this Licence and it fails to exercise or delay in exercising that right, such delay or failure shall not constitute a waiver of that or any other right.

12.5 With the exception of the Controller of Her Majesty's Stationery Office (who shall have the right to enforce the terms of this Licence against you), which you hereby acknowledge), 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 terms of this Licence.

- 12.6 This Licence constitutes the entire agreement and understanding between the parties concerning its subject matter.
- 12.7 This Licence will be governed by and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued in connection with this Licence.

# Appendix 1 to Schedule 5 – Definitions

Capitalised terms used in this Licence have the following meanings:

**Academic Year** means a year commencing on 1st August and ending on 31 July of the following year.

**Academic Works** means coursework, assignments, portfolios, theses, dissertations, and other similar materials generated by students and members of staff as part of their academic research, study, teaching and learning;

**Authorised Data Handler** means an individual who:

- a) is authorised by Ordnance Survey to handle the Ordnance Survey Licensed Data on an Authorised User's behalf for the purposes of loading and storing such Ordnance Survey Licensed Data onto a secure data service provided by a UK Higher Education or Further Education Institution (irrespective of whether such institution is an Institution), (for example the Secure Data Service provided by the University of Essex) and allowing an Authorised User to interact with the Ordnance Survey Licensed Data on and via that secure data service; and
- b) has entered into a Digimap Data Handler Agreement with Ordnance Survey and that agreement remains in force.

**Authorised User(s)** means an individual who:

- A is authorised by an Institution to have access to its information services (whether on-site or off-site) via Secure Authentication; and who
- B has completed EDINA's registration process for the Digimap Service and has click accepted the terms of this Licence; and who is either:
  - i) a current student of an Institution; or
  - ii) a member of staff (whether permanent or temporary, including retired members of staff); or
  - iii) a consultant or contractor who is engaged by an Institution for the purposes of teaching students of that Institution and/or undertaking academic research with that Institution, whose contract permits them to access the Institution's information services,

provided that:

- a) Students and members of staff do not qualify as Authorised Users for the duration of any extended period of study or teaching abroad at an overseas campus of an Institution, where extended period means any period of one academic term or longer;
- b) Students and members of staff who are registered at an overseas campus of an Institution do not qualify as 'Authorised Users' of that Institution whilst they are overseas (studying or otherwise), but they will qualify as Authorised Users for the duration of any period spent studying in the UK at the Institution.
- c) Consultants or contractors engaged by an Institution for the purposes of teaching or undertaking research shall only qualify as Authorised Users for the period necessary to fulfil that purpose (for example, for the period necessary to prepare, undertake and deliver the teaching and/or research).

**BIS** means the Secretary of State for Business Innovation and Skills.

**Commercial Activity** means the supply and/or use of the whole or parts of the Ordnance Survey Licensed Data for the purpose of monetary reward or money's worth (whether by or for an Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Ordnance Survey Licensed Data.

For the avoidance of doubt, where a commercial organisation provides a grant, sponsorship or other funding to you and/or your Institution (for example, but without limitation, where a commercial organisation funds: (i) the building of a university laboratory, (ii) a student's course of study; or (iii) a particular research project), this does not constitute a Commercial Activity, provided that:

- a) the commercial organisation is not providing the grant, sponsorship or other funding for the purpose of funding commercial research; and/or
- b) the commercial organisation is not commercially exploiting any materials generated by you; and/or
- c) where you or your Institution are obliged, or wish, to supply the commercial organisation with a copy of any materials generated by you or them, and such materials include copies of the Ordnance Survey Licensed Data, the materials being supplied to the commercial organisation shall:
  - i. be in printed form, or
  - ii. be in electronic form with mapping images that are in a Raster Format only and not geo-referenced, or
  - iii. be in an electronic format with mapping images that are in a Vector Format only if the commercial organisation has its own licence to use the Ordnance Survey Licensed Data and such licence is for non-commercial purposes.

**Competing Activity** means any activity by you which:

- a) competes with or substitutes an activity of a third party that is licensed for Ordnance Survey 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 Ordnance Survey Licensed Data; or
- c) competes with, or substitutes, or is reasonably likely to compete with or substitute, the products and/or services of Ordnance Survey.

**Core Business** means any public sector activity in central or local government and health services, excluding any Commercial Activities and/or Competing Activities.

**Data** means any text, graphics, image, audio and/or visual material, software, data, database content or other multimedia content, information or material.

**Device** means a personal computer (being a desktop, laptop, tablet computer or handheld PC), smart phone or other mobile telephone device, navigational device or other electronic device designed for use by a single user at any one time.

**Digimap Data Handler Agreement** means a licence agreement between Ordnance Survey and an Authorised Data Handler in a form to be drafted by Ordnance Survey, setting out the terms on which an Authorised Data Handler can access and use the Ordnance Survey Licensed Data on behalf of an Authorised User, executed pursuant to sub-clause 3.1.4.

**Digimap Service** means the on-demand web map and data delivery and download service provided by EDINA through which you are able to access the Ordnance Survey Licensed Data.

**EDINA** means the Jisc designated centre for digital expertise and online services delivery which is based in the University of Edinburgh, located at Causewayside House, 160 Causewayside, EDINBURGH, Scotland, UK, EH9 1PR.

**Educational Navigation Product / Service** means an electronic product and/or service (including a web based application) which may be used on a Device and which provides an end user with turn by turn instructions on how to get to a destination, and such instructions are based on and are automatically updated to reflect the Device's position and movement during the journey, and which is developed as part of your Educational Use.

**Educational Use** means use for the purpose of teaching, learning, academic and sponsored research and/or private study by Authorised Users within, or in connection with, an Institution. (For the avoidance of doubt, it includes distance learning).

**Eligible Body/ Bodies** means:

- a) a body which falls within the definition of a 'contracting authority' in Regulation 3 of the Public Contracts Regulations 2006 or Regulation 3 of the Public Contracts (Scotland) Regulations 2012, excluding (i) the Excluded Bodies, and (ii) any Infrastructure Body; and
- b) any additional bodies which the parties agree from time to time are to be treated as Eligible Bodies, including at the date of this Agreement, those bodies listed in (i) Appendix 4 of the One Scotland Mapping Agreement; and (ii) Schedule 8 of the Public Sector Mapping Agreement.

**Excluded Bodies** means:

- a) save where the body is listed in Appendix 4 of the One Scotland Mapping Agreement or Schedule 8 of the Public Sector Mapping Agreement, or BIS and Ordnance Survey otherwise agree, any public or private limited company (including whether limited by shares or guarantee);
- b) any registered social landlord within the meaning of Part 2 of the *Housing (Scotland) Act 2010*, or any private registered provider of social housing, which shall have the meaning ascribed thereto in section 80 of the *Housing and Regeneration Act 2008*; and
- c) any other body as may be agreed by Ordnance Survey and BIS from time to time.

**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 2012*;
- 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 parties from time to time as being an infrastructure body, as published on Ordnance Survey's website.

**Jisc Collections** means Jisc Collections and Janet Limited (company registration number 2881024) whose registered office is at Lumen House, Library Avenue, Harwell Oxford, DIDCOT, Oxfordshire, OX11 0SG (trading as Jisc Collections).

**Institution** means a UK higher education institution, further education institution, or UK research council which has subscribed to the Digimap Service and entered into a Sub-Licence Agreement with Jisc Collections (for as long as such Sub-Licence Agreement remains in force).

**Intellectual Property Rights** means copyright, patent, trade mark, design right, topography right, database rights, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.

**Limited Administrative Use** means limited use of the Ordnance Survey Licensed for internal administrative purposes within an Institution as more particularly described in Clause 3.5.

**One Scotland Mapping Agreement or OSMA** means the agreement between Ordnance Survey and Scottish Ministers signed on 31 March 2009 (as varied from time to time) in connection with the licensing of data and supply of services to the public sector in Scotland, a copy of which is available to view on the Ordnance Survey website.

**Ordnance Survey Licensed Data** means the Data listed in Appendix 2 together with (i) any other mapping and other geographical Data which is made available to you through the Digimap Service; (ii) any copies of the Ordnance Survey Licensed Data received by you from other Authorised Users pursuant to Clauses 3 and 10.1; (iii) any copies of the Ordnance Survey Licensed Data received by you from a PSMA Member or OSMA Member pursuant to Clause 4; and (iv) any and all updates, revisions and amendments to such Data); but excluding all OS OpenData.

**OSMA Member** means an Eligible Body which has entered into an OSMA Member Licence and whose licence has not expired, nor been terminated or suspended.

**OSMA Member Licence** means the licence agreement which sets out the terms on which Public Bodies may use the geographical datasets which Ordnance Survey makes available to the public sector under the One Scotland Mapping Agreement (as varied from time to time). The OSMA Member Licence is attached as an appendix to the One Scotland Mapping Agreement and a copy of the current version can be found on the public sector pages of the Ordnance Survey Website, which at the time of signature of this agreement can be found at the following url: <http://www.ordnancesurvey.co.uk/business-and-government/public-sector/mapping-agreements/osma-licensing.html>.

**OS OpenData** means the Data which Ordnance Survey makes freely available, for personal and commercial use, without restriction, under a permissive licence known as the OS OpenData Licence. The OS OpenData datasets are those identified as such in Appendix 2, together with any other Ordnance Survey datasets that Ordnance Survey releases under the OS OpenData Licence in the future.

**OS OpenData Licence** means the licence terms available at <http://www.ordnancesurvey.co.uk/docs/licences/os-opendata-licence.pdf>.

**Points of Interest Data** means Data which Ordnance Survey has licensed from PointX.

**PointX** means PointX Limited (Company registration number: 04171543) of 7 Abbey Court, Eagle Way, Sowton, EXETER, EX2 7HY.

**Presentation Materials** means works generated by you for or in connection with a conference, seminar, workshop or other similar activity which you are presenting or facilitating at. For the avoidance of doubt, Presentation Materials includes academic posters.

**PSMA Member** means an Eligible Body which has entered into a PSMA Member Licence and whose licence has not expired, nor been terminated or suspended.

**PSMA Member Licence** means the licence agreement which sets out the terms on which Public Bodies may use the geographical datasets which Ordnance Survey makes available to the public sector under the Public Sector Mapping Agreement (as varied from time to time). The PSMA Member Licence is attached as an appendix to the Public Sector Mapping Agreement and a copy of the current version can be found on the public sector pages of the Ordnance Survey Website, which at the time of signature of this agreement can be found at the following url: <http://www.ordnancesurvey.co.uk/business-and-government/public-sector/mapping-agreements/psma-licensing.html>.

**Public Sector Data Sharing** has the meaning given in Clause 4.

**Public Sector Mapping Agreement** or **PSMA** means the agreement between Ordnance Survey and BIS in connection with the licensing of data and supply of services to the public sector in England and Wales, a copy of which can be viewed on Ordnance Survey's website.

**Raster Format / Image(s)** means a mapping image made up of millions of individual pixels in a grid, where the information stored within each pixel corresponds to the colour of that pixel only and such information is not referenced to the information within any other pixel. Otherwise known as a bitmap and/or a static map image, a raster image has no 'intelligence'.

**Research Works** means research papers, journal articles, and other similar materials generated as a result of academic research for the purpose of allowing you the author to communicate the results of your scholarly work, establish priority for discoveries and build their reputation amongst your peers.

**Secure Authentication** means access to the Ordnance Survey Licensed Data by UK Access Management Federation compliant technology, Internet Protocol (**IP**) ranges or by any other means of authentication agreed between Ordnance Survey and Jisc Collections from time to time.

**Sharing Party** means the PSMA or OSMA Member to whom the Ordnance Survey Licensed Data is supplied or received pursuant to Clause 4.

**Teaching Materials** means teaching notes, aids and other materials; student course notes; study packs, and other similar materials; all generated for use in the course of teaching or learning (including teacher training) within the Institution.

**Trade Marks** means Ordnance Survey's trade marks, whether registered or unregistered, including without limitation the names Ordnance Survey and OS, and the OS Logo.

**UK Higher Education and/or Further Education Institution(s)** means a higher and/or further education institution in the United Kingdom providing post-compulsory education, (distinct from the education offered in secondary schools).

**Vector Image / Format** means a representation of the mapping made up of individual, geographic or cartographic features comprising, but not limited to, points, lines, areas and attributes, (including cartographic text), relating to the real world. In contrast to a Raster Image, vector data is a flexible and intelligent form of data which can be edited, modified and scaled without affecting the basic feature itself.

# Appendix 2 to Schedule 5 – Ordnance Survey Data

## Part A – Licensed Data

The Ordnance Survey Licensed Data consists of the following products:

- OS MasterMap® Topography Layer
- OS MasterMap® Integrated Transport Network™ (ITN) Layer
- OS MasterMap® Integrated Transport Network™ (ITN) Layer – Urban Paths Theme
- OS VectorMap® Local
- OS VectorMap® Local Black and White Raster
- OS VectorMap® Local Colour Raster
- OS VectorMap® Local Backdrop Colour Raster
- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster
- Code-Point®
- Code-Point® with polygons
- Land-Line®
- Land-Line.Plus®
- Points of Interest
- OS Terrain® 5
- 1:10 000 Scale Raster (for the period of the Licence Term up to and including 31 March 2016)
- Land-Form PROFILE® (for the period of the Licence Term up to and including 30 September 2016)

The Licensed Data shall also include:

- Any and all Ordnance Survey Data which is received from a PSMA Member and/or OSMA Member pursuant to Clause 4. (For the avoidance of doubt, such Ordnance Survey Data may be incorporated within and form part of a PSMA Member's / OSMA Member's own data product). Authorised Users shall record full details of any Ordnance Survey Data they receive pursuant to Clause 4
- Any mapping images of Ordnance Survey Data (in digital or hard copy) which are provided by Ordnance Survey to Jisc Collections or EDINA.

## Part B - OS OpenData

The following datasets constitute OS OpenData datasets and may be included in the Digimap Service. These datasets, together with any other datasets which Ordnance Survey releases as OS OpenData in the future, are not subject to the restrictions of this EULA, but are licensed under the OS OpenData Licence terms which are available to view at <http://www.ordnancesurvey.co.uk/docs/licences/os-opendata-licence.pdf> (or such other replacement url).

A current list of OS OpenData products can be viewed at <http://www.ordnancesurvey.co.uk/business-and-government/products/opendata-products.html>.

- OS VectorMap® District
- Land-Form PANORAMA®
- 1:250 000 Scale Colour Raster
- 1:50 000 Scale Gazetteer
- Boundary-Line™
- Code-Point® Open
- Meridian™ 2

- MiniScale®
- OS Locator™
- OS Street View®
- OS Terrain® 50
- Strategi®