

Agreement for the Licence of Ordnance Survey Ireland Data

This Agreement is between Ordnance Survey Ireland and [\[insert client name\]](#)

Agreement reference number [\[insert reference number\]](#)

Restricted – Commercial to the parties to the Agreement

Notes for completion:

Verify and/or complete the sections in [blue text](#) then:

1. Sign the Agreement four times, once at the end of Section 17, then at Schedule 1, Schedule 2 and Schedule 3.
2. Return two signed copies of the Agreement to OSi, one of which will be counter signed by us and returned to you for your records.

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This Agreement has a start date of _____ and a term of _____ years. The Schedules, including any amendment of them, form part of this Agreement.

The parties are:

Ordnance Survey Ireland (OSi), a statutory company with its head office at Phoenix Park, Dublin 8, Ireland ('we' 'our' 'us'); and [insert client name & address](#)

The **headings** in this Agreement are for information and identification only and do not form part of the Agreement.

1 The relationship between us and you

You have requested and we have agreed to grant you a licence to use the OSi data detailed in Schedule 4 ('OSi Data') and to allow you access to updated OSi Data subject to the terms and conditions contained in this Agreement.

2 Ownership

The Government of Ireland and OSi have intellectual property rights in OSi Data. All OSi Data licensed to you under this Agreement remains the property of the Government of Ireland and OSi. In some instances, our suppliers and other third parties also have intellectual property rights in the OSi Data. Details of such instances can be obtained from us on request. In all instances, including where we license you to use third-party data, we declare that we have the authority and power to grant you the rights set out in this Agreement.

3 Grant of licence

3.1 Under this Agreement, in consideration of your paying the royalties and any other payments referred to in Clause 7 and performing your other obligations under this Agreement, we grant you a non-exclusive, non-transferable licence for the term of this Agreement to use the OSi Data solely for the purposes and in the ways allowed in clause 3.2 and subject to the other terms and conditions of this Agreement. We also allow you to permit contractors and agents with whom you have made a legally binding written agreement for the provision of services relating to your internal business purposes to use the OSi Data in order to fulfil their commitments to you solely for the purposes and in the ways allowed in clause 3.2 and subject to the other terms and conditions of this Agreement.

3.2 Subject to clauses 3.3 and 3.4, you may:

- 3.2.1. Use, reproduce and adapt the OSi Data, and combine the OSi Data with any other records or data held by you, internally within your business. This includes the use of the OSi Data

within your business on an Intranet and on as many computer terminals as you wish, and the printing of paper copies from the OSi Data for use by your staff. It also includes the storage of the OSi Data in electronic retrieval systems;

3.2.2. Subject to the restrictions on use set out in Schedule 2, use the OSi Data in promotional material which directly promotes your business, and for display (for instance on display boards), in each case only where there is no direct financial gain and where the OSi Data is overlaid with information that is specifically relevant to the purpose of the promotion or display;

3.2.3. Subject to the restrictions on use set out in Schedule 2, use the OSi Data in reports, presentations and submissions produced by you (including for clients) where this is part of your normal business activities and where no financial gain is attributable to the inclusion of the OSi Data; and

3.2.4. Use the OSi Data on an Extranet where this is solely to provide your contractors and agents who are entitled to access the OSi Data under this clause 3, to do so in order to fulfil their obligations to you.

3.3 Subject to the terms and conditions of Schedule 3 to this Agreement, you may use the OSi Data on the Internet solely for the purposes set out at clauses 3.2.2 and 3.2.3 and only on the Internet site detailed at Schedule 2.

3.4 This licence is a licence to use the OSi Data solely for your own internal business purposes. In particular, this Agreement does not allow you to sell, give away, trade, let or hire or in any other way commercialise the OSi Data.

3.5 You have no rights to use the OSi Data other than as expressly set out in this Agreement.

4 Obligations on us

- 4.1 We will use our best endeavours to deliver the OSi Data to you in line with the timetables that we agree with you.
- 4.2 We will provide you with access to updates of the OSi Data as set out in Schedule 1. We reserve the right to discontinue updating any of the OSi Data, and in such event we will give you as much notice as practicable. We will use our reasonable endeavours to offer you replacement data.
- 4.3 We will use our best endeavours to ensure that the OSi Data supplied to you conforms to the description set out in Schedule 1. We will remedy as soon as reasonably practicable (which may not be until the next release) any error in or omission from the OSi Data of which you notify us.

5 Obligations on you

- 5.1 You will take all reasonable technological and security measures to ensure that all OSi Data which you hold or are responsible for is physically secure from unauthorised use or access.
- 5.2 You will ensure that you and your contractors and agents observe the restrictions on the use of OSi Data set out in this Agreement. You will also ensure that all of your obligations under this Agreement are passed on to your contractors and agents through the written terms under which you supply the OSi Data to them.
- 5.3 You will provide us with regular information, as set out in Schedule 2, concerning OSi Data held by your contractors and agents, and promotional material that you produce that incorporates the OSi Data.
- 5.4 You will ensure that you fully protect the intellectual property rights in the OSi Data, and that you do not alter, remove or tamper with any trade name, trade mark, logo or other means of identification used on it in relation to the OSi Data. You will notify us if you suspect any infringement or other breach by a third party of these intellectual property rights or our trade marks, and will give us all reasonable assistance (at our expense) and comply with all reasonable instructions from us in our pursuit of any infringement.
- 5.5 You will use the copyright acknowledgements set out at Schedule 2 on any material incorporating OSi Data that you reproduce in digital or paper form and you will ensure that you comply with any instructions we give to you regarding the use of our trade marks or use of copyright acknowledgements or other indication of our

property and rights in any material which you create from the OSi Data.

- 5.6 You will not use OSi Data, or allow it to be used by others, in any manner which we reasonably feel is inconsistent with the goodwill in our name.
- 5.7 You are responsible at all times for the acts or omissions of any contractor or agent you use to perform any activities under this Agreement.
- 5.8 You have no rights to use the MapGenie Web Service in a manner that gives you or any other person access to mass downloads or bulk feeds of any OSi Data, including but not limited to numerical ITM or latitude / longitude coordinates, imagery and map data.
- 5.9 You shall keep the MapGenie login confidential. Your user name and access password are non-transferable. You shall not use a login, or allow your login to be used, with the intent of impersonating another person or organisation.
- 5.10 You must ensure that OSi Data / LPS Data is not served on any network in such a way that an unauthorised third party could intercept and use it.

6 Obligations on both of us

- 6.1 We both agree:
 - That Confidential Information means information (whether specifically designated as 'confidential' or not) that relates to the affairs of one party to this Agreement and that is acquired by the other party in anticipation of, or as a result of, this Agreement. This excludes information which is public knowledge, other than through the breach of any duty of confidentiality;
 - To use Confidential Information only for the purposes of performing the obligations imposed or the rights acquired under this Agreement; and
 - Except as required by law, not to disclose Confidential Information to any third parties or to any employees except those who are directly involved with this Agreement, without each other's prior written consent.
- 6.2 We are subject to the Freedom of Information Act 1997. We may be required under that Act to disclose to third parties information that you provide to us. Should you wish to assist us in identifying any sensitive information supplied by you in the course of making and meeting the terms of this Agreement you should, when providing the information, identify the reasons for its sensitivity.

6.3 Throughout the term of this Agreement we will both maintain accurate and complete records relating to all transactions arising out of this Agreement. We both agree to share this information to enable the effective implementation and performance of this Agreement.

7 Licence fees and royalties

We will invoice you at the commencement of this Agreement and thereafter as set out in Schedule 2, in accordance with the royalty rates set out in Schedule 2 to this Agreement. For the avoidance of doubt, in addition to the amounts indicated in Schedule 2, you will pay VAT and any other taxes at the rate prevailing on the date of the invoice. You will pay all invoices within 30 days of invoice. Arrangements relating to overdue payments will apply as set out in Schedule 2.

8 Auditing

On giving not less than seven working days notice, we and our representatives have the right to inspect your compliance with this Agreement and to take copies of any necessary records. We will pay for our representatives. You will, at your expense, make appropriate employees and facilities available to provide reasonable assistance.

9 Termination

- 9.1 This Agreement may be terminated by either of us by giving 90 days notice to the other.
- 9.2 This Agreement may be terminated immediately by us if you fail to comply with the restrictions in the use of the OSi Data set out in clause 3 and Schedule 3 to this Agreement.
- 9.3 Subject to clause 9.2, this Agreement may be terminated by either of us immediately on notice if the other party:
- Is in breach of any of the terms of this Agreement and such breach is incapable of being remedied; or
 - Is in breach of any of the terms of this Agreement and, the breach being remediable, fails to remedy the breach within such reasonable period as may be specified in a written request to do so; or
 - Is subject to any insolvency or bankruptcy proceedings or ceases to do business.
- 9.4 Termination or expiry of this Agreement will not affect our or your accrued rights and remedies.
- 9.5 In the event of termination or expiry of this Agreement you or any authorised agents or contractors will, unless we otherwise authorise you or them in writing:

- a) immediately cease the use of the OSi Data which you or your agents or contractors hold;
- b) within 30 days destroy all OSi Data which you or your agents or contractors hold, or return all such OSi Data to us, and provide, at our request, a sworn statement by a duly authorised executive that you no longer hold any OSi Data and have recovered all OSi Data from any third parties to whom you have supplied it.

9.6 Clauses 5, 6, 8, 9, 10 and 16 survive the expiry or termination of this Agreement until such time as the terms of clause 9.5 have been fully complied with, after which clauses 6.1, 6.2, 9.4, 10 and 16 continue to survive.

10 Liability

- 10.1 It is your responsibility to ensure that OSi Data is suitable for your intended purposes and we accept no liability as to the fitness of OSi Data supplied in meeting your needs. We exclude to the fullest extent permissible by law all warranties, conditions or terms that may be implied by statute, statutory instrument, common law, custom or otherwise.
- 10.2 We shall not be under any liability of any sort or liable for any damage, injury or loss whatsoever, whether in tort (including negligence) or otherwise, other than liability for breach of this Agreement.
- 10.3 We shall not under any circumstances whatsoever be liable for any special, incidental, indirect or consequential damages including damages or costs incurred as a result of loss of time, loss of savings, loss of data or loss of profits.
- 10.4 The total and aggregate liability of either of us whether in contract, tort (including negligence) or otherwise for any loss or damage arising out of or in connection with this Agreement will not at any time exceed an amount equal to the total monies paid or due to be paid by you to us in the twelve months preceding the date on which the claim arose; save that your liability for infringement or breach of intellectual property rights in or related to OSi Data will be unlimited.

11 Events beyond our or your control

Where either of us fails or is delayed in carrying out obligations under this Agreement due to circumstances beyond that party's reasonable control, and the party affected complies with this section, it shall not be responsible for any

such delay or failure. In such circumstances the party affected will notify the other party as soon as possible. We will each allow the other a reasonable extension of time to carry out the obligations in these circumstances. The party affected will make all reasonable efforts to mitigate the effects of the circumstances in question.

12 Entire agreement

This Agreement and its Schedules contain the entire agreement between us and you and supersede all previous agreements and understandings between the parties relating to the subject matter of this Agreement. We both acknowledge that in entering this Agreement neither of us does so on the basis of or relying on any representation, warranty or other provision except as provided for in this Agreement.

13 Changing the parties to the Agreement

13.1 Without prejudice to Clause 9, either of us shall only be entitled to assign, transfer or novate rights under this Agreement with the prior written consent of the other. Neither of us will unreasonably withhold or delay such consent.

13.2 This Agreement shall be binding and enure for the benefit of our and your successors in title.

14 Changing the Agreement

Any changes to this Agreement will only take effect if agreed in writing by both of us. The waiving (which must be in

17 Signing

writing) on a particular occasion or occasions by either of us of rights under this Agreement does not imply that other rights will be waived or that the right waived will be waived again.

15 Notices

All notices which each of us are required to give to the other under the Agreement shall be in writing and shall be sent to the addresses given in this Agreement.

16 Dispute resolution and governing law

16.1 This Agreement will be governed by and construed in accordance with the laws of Ireland. We both agree to submit to the jurisdiction of the Irish courts for the resolution of disputes relating to this Agreement.

16.2 Subject to clause 16.3, we both agree that any disputes or disagreements will be resolved in the following way:

- through mediation by a suitably qualified and mutually acceptable third party nominated by us; if this fails
- through the courts of Ireland.

16.3 We reserve the right to refer disputes involving intellectual property matters and debt to the courts of Ireland immediately, without being obliged to mediate the matter.

16.4 If any part of this Agreement is held by the courts to be invalid, unenforceable or illegal, we both agree that the remainder of this Agreement shall stand.

Signed for and on behalf of Ordnance Survey Ireland	Signed for and on behalf of Licensee
Signature	Signature
Name	Name
Title Sales & Marketing Manager	Title
Date	Date

Schedule 1 Ordnance Survey Ireland data available

This version, number _____ dated _____

Supersedes version N/A dated N/A

and forms part of the Agreement reference number _____

Description of Ordnance Survey Ireland datasets

Digital data types

- **Raster:** Raster data provides a scanned map image converted to pixels that can be displayed on a computer screen. Feature representation is the same as the published map.
- **Vector:** Vector data is digitally coded detail in the form of points, lines and polygons, showing features such as roads, buildings and rivers.

Scales of data:

- **Large scale data:** This is data at 1:10,560 and larger scales that contains details of individual properties. Current products in this category are:
 - Urban Prime Data at 1:1,000 scale;
 - Rural Prime Data at 1:2,500 scale;
 - Rural Prime Data at 1:5,000 scale;
 - Digi-Boundary
 - Historic and Cassini mapping at 25" and 1:10,560 scales; and
 - Aerial photography at scales of 1:15,000 and larger.
- **Medium scale data:** Map data which has been generalised, so that individual properties cannot generally be seen. In addition, imagery captured at scales between 1:15,001 and 1:49,999 is categorised as medium scale. Current products in this category are:
 - Plane Views;
 - Digi-Towns;
 - Digi-City.

Small scale data: This category consists of mapping and data at scales of 1:50,000 and smaller. Current products in this category are:

- Discovery maps and data at 1:50,000 scale, including Contours and DTMs;
- Webmap;

- Holiday maps and data; and
- Digi-Ireland.

Updates

On request, you may obtain updated copies of OSi Data from OSi's Product Supply Department, as they are produced in conformance with the revision cycles as stated for each product. Product specification and update cycle information can be found at <http://www.osi.ie/en/alist/product-specification.aspx> or contact digitals@osi.ie.

Where no revision cycle is stated for a product, no update process takes place.



Annual Licence 1 (AL1)

QF 104b

Revision 01

Issue date:
25/02/2014

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Signed for and on behalf of Ordnance Survey Ireland	Signed for and on behalf of Licensee
Signature	Signature
Name	Name
Title Sales & Marketing Manager	Title
Date	Date

Schedule 2 Usage and Royalties

This version, number _____ dated _____

Supersedes version N/A dated N/A

and forms part of the Agreement reference number _____

Royalty Levels – Clause 7

We will invoice you at the commencement of this Agreement and annually in advance thereafter.

We have agreed with you to divide the initial supply charge for the OSi Data into five equal annual payments over the lifetime of this agreement. If either of us terminates this Agreement before its full term, any unpaid part of the supply charge becomes immediately due for payment. [this clause needs to be retained if data costs have been smoothed over the term of the Agreement].

Insert data costs **NA**

Note: The royalties due for each year of the term of this Agreement will be those due for the preceding year, inflated by the most recent rate of **CPI** as calculated by the Central Statistics Office available at each anniversary of the commencement of this Agreement. CPI will be added from Year 2 onwards,

The terms of the **European Communities** (Late Payment in Commercial Transactions) Regulations 2002 apply to outstanding balances.

Restrictions on Use – Clause 3

The following restrictions apply with regard to your use of the OSi Data:

- Subject to the terms of Schedule 3 to this Agreement, you may use OSi Data on the website with the URL: [_____NA_____]
- The maximum extract of OSi Data that you can use for promotional purposes is A3 at source scale. Only paper copies of the OSi Data may be used for such purposes.
- The maximum aggregate quantity of promotional material in which you can include OSi Data in any year of the term of this Agreement is 10,000 units. Only paper copies of the OSi Data may be used for such purposes.

Copyright Acknowledgements – Clause 5.5 and Schedule 3

You will use the following copyright acknowledgement on any OSi material that you reproduce in digital or paper form, including on the Internet:

Includes Ordnance Survey Ireland data reproduced under OSi Licence number xxxx.

Unauthorised reproduction infringes Ordnance Survey Ireland and Government of Ireland copyright.

© Ordnance Survey Ireland, year

[The year to be used is the date of publication; you will be informed of your Licence number during the application process.]

Where there is insufficient room to include the full note it is permissible to use the following:

© Ordnance Survey Ireland. All rights reserved. Licence number xxxx.

Information Returns – clause 5.3

1. You will provide us, at each anniversary of the commencement of this Agreement, with an **annual return of third parties who hold your OSi Data**, containing the following information for each organisation:

- Name of organisation
- Address
- Official responsible for the OSi Data
- Details of the OSi Data that they hold
- Date on which they received the OSi Data
- Purpose for which they are holding the OSi Data
- Date on which you expect them to return/ destroy the OSi Data

2. You will provide us, at each anniversary of the commencement of this Agreement, with an **annual return of the promotional material that you have created including OSi Data** during the previous 12 months. The return will contain the following information:

- Date material produced
- Quantity produced
- Details of the material (preferably by attaching a copy of the material)



Annual Licence 1 (AL1)

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Revision 01

Issue date:

25/02/2014

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Signed for and on behalf of Ordnance Survey Ireland	Signed for and on behalf of Licensee
Signature	Signature
Name	Name
Title Sales & Marketing Manager	Title
Date	Date

Schedule 3 Conditions of Internet usage

1. You may use the OSi Data on the single Internet site with the URL set out at Schedule 2 ('The permitted Internet site'); an additional licence is required for each additional Internet site on which the OSi Data is to be used.
2. You must ensure that the terms and conditions of use of the OSi Data on the permitted Internet site are accessible, via a hyperlink, from page on the site on which OSi Data appears, in the form attached as Annex A to this Schedule or as otherwise agreed with us in advance in writing.
3. You must ensure that all means of downloading of the OSi Data are disabled in a manner which is approved by us in advance in writing.
4. You must ensure that an appropriate transparent watermark layer is used to protect the map layer on the site.
5. When using large-scale OSi Data, you must ensure that appropriate printing control mechanisms are agreed with us in writing prior to the OSi Data being loaded to the permitted Internet site.
6. You must ensure that OSi Data is not served on any network in such a way that an unauthorised third party could intercept and use it. In addition, you must ensure that vector map data is not accessible to the end user and is secure within the application software into which it is being delivered.
7. You must ensure that the essential aesthetic qualities of the OSi Data are retained and that any OSi Data reproduced on the permitted Internet site is of a reasonable quality.
8. You must ensure the appropriate copyright notices, as set out in Schedule 2, are used on or immediately adjacent to all OSi Data displayed on the permitted Internet site or printed from it.
9. The web mapping tool must introduce visible security features (such as a watermark) into the displayed images.

Annex A to Schedule 3 – Terms and Conditions to be displayed on the Internet site

The mapping images on this website are based on Ordnance Survey Ireland (OSi) data. You are allowed to use the mapping images provided on this website subject to the following terms and conditions.

OSi data is Copyright © Ordnance Survey Ireland and Government of Ireland protected by the Copyright Act 1963, Copyright (Amendment) Act 1987, Copyright and Related Rights Act 2000 and EU Copyright and Database Directives. Other than as expressly set out in these terms and conditions you are not authorised to reproduce any OSi Data, whether the reproduction is direct or through a fresh drawing or from a map or document based on OSi material, whatever the means of reproduction. Any infringement of Ordnance Survey Ireland and Government of Ireland Copyright may lead to prosecution and/ or civil proceedings.

You are not authorised to download images from this website or to provide hyperlinks from other websites to the map images in this website. Any infringement of Ordnance Survey Ireland and Government of Ireland Copyright may lead to prosecution and/ or civil proceedings.

You are authorised to make a single printed copy of each mapping image as displayed on your browser for personal, non-commercial use. Educational establishments may print sufficient copies of each map image as displayed on your browser to provide each pupil/ student and teacher with an individual copy. You must not use the prints for financial gain. All hard copies produced from OSi data must carry the acknowledgement

Based on Ordnance Survey Ireland data and reproduced under
Ordnance Survey Ireland
Internet Publication Licence xxxx.
Unauthorised reproduction infringes Ordnance Survey Ireland
and Government of Ireland copyright.

If you need to extend this licence for other uses not defined here, please contact [insert details of the organisation running the web site].


You may not give other people permission to copy the mapping material on this web site without our and OSi's prior written permission nor sell, resell or exploit for commercial purposes any of the mapping material held or accessed via this web site.

As neither we nor OSi have control over the equipment which you use to access this website, we cannot guarantee nor give any warranty as to the accuracy, currency or completeness of mapping images which you access. Neither we nor OSi are responsible for the services provided by third parties such as Internet Service Providers and telecoms networks which may affect the download time. All mapping images are provided 'as is' excluding any warranties of any kind, either express or implied, to the fullest extent permitted by law including (but not limited to) the exclusion of warranties of title, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights.

You use data from this website at your own risk. The representation on any mapping image of any road, track or path is no evidence of the existence of a right of way.

We do not warrant that this website or any of the mapping images accessed through it are compatible with your computer equipment or that the website, its server or any of the mapping images are free from errors, viruses, worms, 'Trojan horses' or cancelbots. Neither we nor OSi are liable for any damage you may suffer as a result of such destructive features and neither we nor OSi are responsible for data or content provided by third parties.

These terms and conditions are governed by and shall be construed, interpreted and enforced according to the laws of Ireland.

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Schedule 4 OSi Data licensed

This version, number _____ dated _____

Supersedes version N/A dated N/A

and forms part of the Agreement reference number _____

This Agreement provides for the supply and maintenance of:

- OSi / Client to list data being supplied inc. formats and projections and any special arrangements.

Signed for and on behalf of Ordnance Survey Ireland	Signed for and on behalf of Licensee
Signature	Signature
Name	Name
Title Sales & Marketing Manager	Title
Date	Date