

# Terms and conditions for the lease of Ordnance Survey Ireland data under the Project Data Licensing option

**This Agreement** has a start date of the date that the OSi data is accessed by the licensee and a term of **two years**. Information provided in the application process, and instructions provided in writing by OSi, 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
- **The Licensee** as set out on the application ('you' 'your')

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 in respect of the OSi data as you have detailed during the application process and as we have explicitly agreed to ('OSi Data').

## 2 Ownership

The Government of Ireland and OSi have intellectual property rights in the OSi Data. All OSi Data licensed to you under this Agreement remains the property of the Government of Ireland and Ordnance Survey Ireland. In some instances, our suppliers and other third parties also have intellectual property rights in the OSi Data. 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 fees referred to in Clause 6 and performing your other obligations under this Agreement, we grant you a non-exclusive, non-transferable licence for the term of the Agreement to:
- Use, reproduce and adapt the OSi Data, and combine the OSi Data with any other records or data held by you, for any purposes relating to your internal business use. 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;
  - Permit, subject to the terms of this Agreement, contractors and agents with whom you have made legally-binding written arrangements for the provision of services, to use, reproduce, store, adapt and combine the OSi Data as required to fulfil their commitments to you;

- Use the OSi Data (with a maximum size of A3 at source scale) in paper form in promotional material which directly promotes your business, and for display (for instance on display boards), where there is no financial gain and where the OSi Data is overlaid with information that is specifically relevant to the purpose of the promotion or display;
- Use the OSi Data in paper form 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
- Use the OSi Data on an Extranet where this is solely to provide access to the data for your contractors and agents fulfilling their legal obligations to you.

3.2 If the application and acceptance process explicitly states it to be the case, we also grant you a licence to use the OSi Data on the Internet site stated in the application process solely for the promotional and display purposes set out at clause 3.1 and subject to the terms of the Schedule to this Agreement.

3.3 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.

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

## 4 Obligations on you

- 4.1 You will take all reasonable security measures to ensure that all OSi Data which you hold or are responsible for is physically secure from unauthorised use or access.
- 4.2 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 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.

- 4.3 If this Agreement explicitly allows you to use OSi Data on the Internet, you will ensure that you comply fully with the terms of the Schedule to this Agreement.
- 4.4 You will ensure that you fully protect the intellectual property rights in the OSi Data, and that you protect and do not interfere with our trade names and trade marks. 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.
- 4.5 You will ensure that you comply with our instructions with regard to the use of trade marks and copyright acknowledgements in any material which you create from the OSi Data. You will in particular use the following copyright acknowledgement alongside any reproduction of OSi Data in data or paper form:

*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.]

- 4.6 You will not use the 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.
- 4.7 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 Obligations on both of us

- 5.1 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.

5.2 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.

5.3 Throughout the term of this Agreement we will both maintain accurate records relating to all transactions arising out of this Agreement.

## 6 Licence fees

- 6.1 We will charge you on the basis of the information supplied by you. We will calculate the fee with reference to the relevant publicly available OSi price list current at the date of the acceptance of your application. For the avoidance of doubt, you will pay VAT and any other taxes at the rate prevailing on that date.
- 6.2 If we agree to invoice you, you will pay all invoices within 30 days of invoice. Interest will be payable at 2% above the base rate of the Bank of Ireland on any outstanding balances.

## 7 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.

## 8 Termination

- 8.1 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 the Schedule to this Agreement.
- 8.2 Subject to clause 8.1, 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.

- 8.3 Termination or expiry of this Agreement will not affect our or your accrued rights and remedies.
- 8.4 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:
- immediately cease the use of the OSi Data which you hold or for which you are responsible;
  - within 30 days destroy all OSi Data which you hold or for which you are responsible, 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.
- 8.5 Clauses 4, 5, 7, 8, 9 and 15 survive the expiry or termination of this Agreement until such time as the terms of clause 8.4 have been fully complied with, after which clauses 5.1, 5.2, 8.3, 9 and 15 continue to survive.

## 9 Liability

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

## 10 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.

## 11 Entire Agreement

This Agreement supersedes all prior agreements and undertakings between the parties and constitutes the entire agreement between the parties in relation to the OSi data covered by this Agreement.

## 12 Changing the parties to the Agreement

This Agreement cannot be assigned, sub-let or transferred in any way.

## 13 Changing the Agreement

You accept the terms and conditions of this Agreement as they exist at the date of payment by you of fees under Clause 6 of this Agreement. The waiving (which must be in 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.

## 14 Notices

All notices which each of us are required to give to the other under the Agreement shall be in writing.

- Your notices to us will be sent to Digital Sales Department, Ordnance Survey Ireland, Phoenix Park, Dublin 8;
- Our notices to you will be sent to the address given during the application process, amended by notice by you as necessary.

## 15 Governing law

This Agreement will be governed by and construed in accordance with the laws of Ireland. 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.

**Schedule: Conditions for Internet use**

1. You may use the OSi Data on the single Internet site with the URL given during the application process ('The permitted Internet site'); an additional licence is required for each additional Internet site on which the OSi Material 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 each page of 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 (including via a screen dump) of the OSi Data are disabled in a manner which is approved by us in advance in writing.
4. 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.
5. 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.
6. 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.
7. You must ensure that the appropriate copyright notices, as supplied by us, are used on or immediately adjacent to all OSi Data displayed on the permitted Internet site or printed from it.

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

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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.