

Agreement for the Licence of Ordnance Survey Ireland Data

Annual Licence

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This Agreement has a start date from the time of supply of our data and a term of five 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 the Licence holder ('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 to use the OSi data detailed in your order ('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 licenced 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 licence 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_Form] or [You may not under any circumstances use the OSi Data on the Internet].

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.

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 30 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 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 at the time the order is placed with our Digital Supply Department.

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.

Schedule 1 Ordnance Survey Ireland - Data available

Updates

On request, you may obtain updated copies of OSi Data from OSi's Digital Supply Department, as they are produced in conformance with the revision cycles for each product stated below. Where no revision cycle is stated for a product, no systematic update process takes place.

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 and 25" scales;
 - Rural Prime Data at 1:5,000, 1:10,000 and 1:10,560 scales
 - Digi-Boundary
 - Vintage mapping and data at these 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:
 - Digi-City & Digi-Towns.
 - Plane Views –Ortophotography.
- **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 gazetteer;
 - Webmap;
 - Holiday maps and data; and
 - Digi-Ireland.

Prime Data

URBAN (1:1000): Vector

Product description: This dataset is a vector dataset with all features coded or multi-coded to represent topographical features. The vector (point line and polygons) data can be displayed at any scale with individual layers capable of being omitted or individually shown. Produced on the Irish Grid or Irish Transverse Mercator with 2D coordinates in metres.

Data source: This product is derived from aerial photography and maintained by a combination of aerial photography and field completion.

Coverage: There are presently 1810 tiles covering urban areas with populations greater than 1500 approximately, each tile measuring 800m x 600m (48 hectares). A structured revision programme is in place with the aim of revising maps annually.

Data format: Supplied in: **DXF, DWG** and **NTF** format

Data structure: The data is supplied under 35 or 179 levels layered structure, including administrative boundaries, roads, water features. Features shown include street furniture such as telephone kiosks, hydrants, lamp standards and buildings over 6 square metres.

URBAN (1:1000): Raster

Product description: Scanned image at 400 dpi, reproducing data as represented on published map sheets.

Data source: This product is derived from aerial photography and maintained by a combination of aerial photography and field completion.

Coverage: There are presently 1810 tiles covering urban areas with populations greater than 1500 approximately, each measuring 800m x 600m (48 hectares). A structured revision programme is in place with the aim of revising maps annually.

Data format: Supplied in: **Tiff (packbits)** format

RURAL (1:2500): Vector

Product description: This dataset is a vector dataset with all features coded or multi-coded to represent topographical features. This vector (point and line and polygons) data can be displayed at any scale with individual layers capable of being omitted or individually shown. Produced on the Irish Grid or Irish Transverse Mercator with 2D coordinates in metres.

Data source: This product is derived from aerial photography with field verification and maintained by a combination of aerial photography and field completion.

Coverage: There are presently 6,780 tiles covering selected rural areas of Ireland, each measuring 2000m x 1500m (300ha). A structured revision programme is in place with the aim of revising maps approximately every three to five years.

Data format: Supplied in: **DXF, DWG** and **NTF** format

Data structure: The data is supplied under 35 or 179 levels layered structure, including administrative boundaries, roads, water features.

RURAL (1:2500): Raster

Product description: Scanned image at 400 dpi, reproducing data as represented on published map sheets.

Data source: Derived from aerial photography and field survey. There are three distinct series and sources of rural raster mapping, each with different attributes: *National Photogrammetric Survey (NPS)* (1990-present day); *National Grid Series* (1979-1992); *Cassini Series* (1898 – 1979 approx)

Coverage: Tiles, each measuring 2000m x 1500m (300ha), can be supplied from the NPS maps covering selected rural areas of the Republic of Ireland. A structured revision programme is in place with the aim of revising maps approximately every three to five years. The National Grid and Cassini Series, which are not being revised, are also available as 2000m x 1500m (300 ha) tiles.

Data format: Supplied in: **Tiff (packbits)** form.

RURAL (1:5000): Vector

Product description: This dataset is a vector dataset with all features coded or multi-coded to represent topographical features. This vector (point and line and polygon) data can be displayed at any scale with individual layers capable of being omitted or individually shown. Produced on the Irish Grid or Irish Transverse Mercator with 2D coordinates in metres.

Data source: This product is derived from aerial photography.

Coverage: This series consists of tiles covering selected rural areas of Ireland, each measuring 4000m x 3000m (1200ha). There are presently 5529 tiles. A structured revision programme is in place with the aim of revising maps approximately every five years.

Data format: Supplied in: **DXF, DWG** and **NTF** format

Data structure: The data is supplied under 35 or 179 levels layered structure, including administrative boundaries, roads, water features.

RURAL (1:5000): Raster

Product description: Scanned image at 400 dpi, reproducing data as represented on published map sheets.

Data source: Derived from aerial photography.

Coverage: This series will consist of tiles covering selected rural areas of Ireland, each measuring 4000m x 3000m (1200ha). There are presently 5529 tiles. A structured revision programme is in place with the aim of revising maps approximately every five years.

Data format: Supplied in: **Tiff (packbits)** form.

Discovery Data

DISCOVERY (1:50 000): Vector

Product description: This nation-wide dataset is a vector dataset with all features coded or multi-coded to represent topographical features. This vector (point and line) data can be displayed at any scale with individual layers capable of being omitted or individually shown. Data is captured in 3D, with horizontal measurements in metres on the Irish Grid or Irish Transverse Mercator and vertical measurements on the Malin Head datum in metres above sea level.

Data source: This product is derived from various Ordnance Survey Ireland digital databases and aerial photography of photoscale 1:30 000 or 1:40 000 with field verification. Some data e.g. Post offices, Tourist offices etc. is derived from external organisations.

Coverage: There are 236 tiles altogether covering Ireland. Additional tiles produced by Ordnance Survey Northern Ireland are available for the northern counties. Each of these tiles covers an area of 20k x 20k. A revision programme is in place with the aim of revising maps approximately every five years.

Data format: Supplied in: **DXF** and **DWG** format.

Data structure: the data is supplied under 42 levels layered structure. Individual themes of data are available, namely Roads1, Roads2, Roads 3, Water, Buildings Grouped, Tourist, Forest, General Communication and Historical.

DISCOVERY (1:50 000): Raster

Product description: Generated from vector data at 300 dpi, reproducing data as represented on published map sheets. Supplied in 256 colour (8 bit).

Data source: This product is derived from various Ordnance Survey Ireland digital databases and aerial photography of photoscale 1:30 000 or 1:40 000 with field verification. Some data e.g. Post offices, Tourist offices etc. is derived from external organisations.

Coverage: There are 236 tiles altogether covering Ireland. Additional tiles produced by Ordnance Survey Northern Ireland are available for the northern counties. Each of these tiles covers an area of 20k x 20k. A revision programme is in place with the aim of revising maps approximately every five years.

Data format: Supplied in: **Tiff (packbits)** form.

HEIGHT (1:50 000): DTM or contour

Product description: This dataset contains height attributes supplied on Ordnance Survey Ireland Malin Head datum. It is available as contours, or as a gridded Digital Terrain Model (DTM). Different height intervals, ranging from 10m to 200m, are available for the DTM product; contours are at 10m intervals.

Data source: All height information is derived from aerial photography flown between 1973 and 1995 at a photoscale of 1:30 000 – 1:40 000, as reproduced in the Ordnance Survey Ireland *Discovery* series.

Coverage: There are 236 tiles altogether covering Ireland. Additional tiles produced by Ordnance Survey Northern Ireland are available for the northern counties. Each of these tiles covers an area of 20k x 20k. Some spot heights are included in the dataset.

Data format: Contours are supplied in: **DXF** and **DWG** format; DTMs are supplied in **ASCII** format.

GAZETTEER

Product description: Town, village and placenames of the island of Ireland with centre-point co-ordinates.

Data source: Derived from Ordnance Survey Ireland published 1:250,000 mapping

Coverage: Approximately 1300 place-names with Easting and Northing (x, y) co-ordinates to Irish Grid or Irish Transverse Mercator supplied in one file.

Data format: Supplied in: **ASCII** format

Holiday Data

HOLIDAY (1:210 000): Raster

Product description: Generated from vector data at 300 dpi, reproducing data as represented on published map sheets.

Data source: This product is derived from 1:10 560, 1:50 000 and 1:126 720 mapping with detail digitised into selected levels.

Coverage: Data is supplied in standard 100km x 100km tiles. The island of Ireland requires the equivalent of 12 tiles approximately. Data is also supplied in 5k x 4k tiles, consistent with the pages of the publication Ordnance Survey Ireland *Complete Road Atlas of Ireland*. Revision is approximately every 2-3 years.

Data format: Supplied in: **Tiff (packbits)** format.

Digi-Ireland

IRELAND (1:450 000): Raster

Product description: Generated from vector data at 300 dpi, reproducing data as represented on published map sheets.

Data source: This product is derived from 1:50 000 published *Discovery* map series

Coverage: Data is supplied as a single file in 256 colour (8 bit). The full island of Ireland is currently available. Revision is approximately every 2-3 years.

Documents are considered CONTROLLED in their electronic format or containing an original signature. Other printed copies are considered UNCONTROLLED. Users must ensure that hard copies are the current version by comparing them to the version on the computer network at the time of use.

Data format: Supplied in: **Tiff (packbits)** format.

IRELAND (1:600 000): Raster

Product description: Generated from vector data at 300 dpi, reproducing data as represented on published map sheets.

Data source: This product is derived from 1:10 560, 1:50 000, 1:126 720 and 1:250 000 published map series with detail digitised into selected levels.

Coverage: Data is supplied in 100k x 100k tiles to cover area as defined by customer. The island of Ireland requires the equivalent of 12 tiles approximately.

Data format: Supplied in: **Tiff (packbits)** format

Digi-City / Digi-Town

STREET MAPS: Raster

Product description: Generated from Street Maps vector data at 300 dpi, reproducing data as represented on published map sheets.

Data source: Street information is derived from Ordnance Survey Ireland Prime Data; the street maps of most towns listed are revised every 2-4 years.

Coverage: Dublin is available as a single tile or alternatively by page as published in the Ordnance Survey Ireland *Dublin City and District Street Guide*. Others are available as single tiles, supplied in 256 colour (8 bit).

Data format: Supplied in: **Tiff (packbits)** format.

Digi-Boundary

BOUNDARIES

Product description: Electoral Divisions (ED) and Townland boundaries supplied as polygon structures. Townland names can also be supplied.

Data source: ED's and Townlands have been digitised from 1:10 560 series mapping.

Coverage: Both the ED and Townland Boundary datasets are available in 26 County tiles.

Data format: Supplied in: **SHP(shapefile)** format.

Plane Views

ORTHOPHOTOS 1995

Product Description: Digitally scanned and rectified black and white photography.

Data source: Black and white aerial photography flown between April and July 1995 at a height of 20,000 feet giving a photoscale of 1:40 000.

Coverage: National

Data format: Supplied in: **Tiff (packbits)** format.

ORTHOPHOTOS 2000

Product Description: Digitally scanned and rectified colour photography.

Data source: Colour aerial photography flown 1998-2002 at a height of 20,000 ft giving a photoscale of 1:40 000.

Coverage: National.

Data format: Supplied in: **Tiff (packbits)** format.

ORTHOPHOTOS 2005

Product Description: Digitally scanned and rectified colour photography.

Data source: Colour aerial photography flown 2004-2006 at a height of 20,000 ft giving a photoscale of 1:40 000.

Coverage: National.

Data format: Supplied in: **Tiff (packbits)** format.

Vintage mapping

RECORD (1:10 560): RASTER

Product description: Scanned image at 400 dpi, reproducing data as represented on published map sheets.

Data source: Original Ordnance Survey Ireland published 1:10 560 series, surveyed and revised from the end of the 19th century to the mid-1950s.

Coverage: National. This data can be supplied as original maps or as selected extracts from same.

Data format: Supplied in: **Tiff (packbits)** format

Webmap

Product description: This is a new series of raster mapping specially designed for use on the Internet.

Data source: Source vector information from Ordnance Survey Ireland existing map series has been manipulated to generate a raster series designed for use on the Internet. File size remains small to ensure efficient display and access times.

Coverage: National.

Data format: 72 Dpi: in this format, files are smaller and easier to upload. Files are issued in **JPG** format and with this dpi typically range in size from 10 to 50 KB. On screen there is little difference between the 72 and the 300 dpi but the difference is very noticeable when they are printed.

Other Datasets

New products and datasets are available from time to time from OSi. Please check our website www.osi.ie for further product updates.

Schedule 2 Usage and Royalties

Royalty levels – clause 7

We will invoice you at the commencement of this Agreement and [annually/ biannually/ quarterly] 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.]

[The royalties due for each year of the term of this Agreement will be those in the relevant OSi price list prevailing at each anniversary of the commencement of this Agreement.] or [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]. Details of the calculations used in determining the royalty levels will be made available on request.

[Interest on all invoices outstanding after 30 days will be payable at 2% above the base rate of the Bank of Ireland] or [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:

- 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

This information should be provided on a **Schedule D** form available from digitals@osi.ie upon request.

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)

Schedule 3 Conditions of Internet usage

1. You may use the OSi Data on the single Internet site with the URL set out at AL2_Schedule 2_Form (available from digitals@osi.ie upon request). ('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 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.
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