

Standard Form Contractor Licence

This Contractor Licence is made between:

(1)
of

(the **Customer**); and

(2)
of

(the **Contractor**)

Background:

The Customer is licensed by OS under the Framework to use Licensed Data for its Licensed Use. This Standard Form Contractor Licence (**Contractor Licence**) is entered into pursuant to the Framework and sets out the terms upon which the Customer sub-licenses Licensed Data to the Contractor to enable the Contractor to provide Works on the Customer’s behalf.

1 Definitions & interpretations

Expression	Meaning
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
Data Contract	means an agreement which sets out the specific commercial terms on which particular Licensed Data is licensed to the Customer by OS, and is entered into under the Framework
Framework	means: <ul style="list-style-type: none"> a) the framework agreement (together with its appendices) between OS and the Customer which is entitled Framework Contract (Direct Customers); and b) the form entitled Framework Acceptance Form in the form issued by OS to the Customer.
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registrations of any of them.
Licensed Data	means particular OS Data that is both: <ul style="list-style-type: none"> a) licensed by OS to the Customer under a Data Contract; and b) either: <ul style="list-style-type: none"> i) provided to the Contractor under Clause 5.1; or ii) which the Customer notifies to the Contractor in writing is to be considered as Licensed Data for the purposes of Clause 5.3.

Licensed Use	means the Customer's permitted use of the Licensed Data under the Framework as supplemented or varied in respect of particular Licensed Data in the relevant Data Contract.
Login Details	means the unique identifiers assigned to the Customer when it entered into the Framework enabling access to the On-Line Ordering Service.
On-Line Ordering Service	means the service accessed by entering the Customer's Login Details where indicated on OS's Website.
OS	means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS.
OS Data	means Data (including Licensed Data) which we own or which we license from a third party (including the Crown).
Style Guide	means the then current version of the style guide available on OS's Website including electronic artwork and requirements as to the use of Trade Marks and acknowledgements of copyright and database right ownership.
Term	means the period specified in Clause 2.
Third Party Contractor	means a third party engaged and licensed by the Customer pursuant to clause 5.6 of the Framework.
Third Party Works	means either: <ul style="list-style-type: none"> a) a tender by a Third Party Contractor to supply goods or services to the Customer; or b) the actual supply of goods or services to the Customer by a Third Party Contractor.
Trade Marks	means OS's trade marks (both registered and unregistered) specified in the Framework, the applicable Data Contract, and/or the Style Guide.
Updates	means the updates, revisions and modifications to Licensed Data which OS may provide (or provide access to) from time to time.
Website	means the website http://www.os.uk or such other website as OS determines from time to time.
Works	means either: <ul style="list-style-type: none"> a) a tender by the Contractor to supply goods or services to the Customer; or b) the actual supply of goods or services to the Customer by the Contractor.

- 1.1 In this Contractor Licence, unless the context otherwise requires:
- 1.1.1 words in the singular include the plural and vice versa;
 - 1.1.2 references to: a) a Clause are to a clause of this Contractor Licence; b) a party are to a party to this Contractor Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Term

- 2.1 This Contractor Licence shall commence on the date on which the second party in time signs this Contractor Licence, and shall, unless terminated earlier in accordance with Clause 6, expire upon the Contractor completing the provision of the Works.

3 Grant of sub-licence

- 3.1 In consideration of the Contractor providing the Works, the Customer grants the Contractor, for the Term, a non-exclusive, non-transferrable, revocable sub-licence for Licensed Data, to use the Licensed Data for the Customer's (and not the Contractor's) Licensed Use solely for the purpose of providing the Works.
- 3.2 Apart from the Contractor, no person, firm or organisation (including without limitation any group company or affiliate) is granted any rights under this Contractor Licence.
- 3.3 This Contractor Licence does not give the Contractor the right to sub-licence, distribute, sell or otherwise make available the Licensed Data to third parties other than as permitted by Clauses 5.3 and 5.4.

4 Obligations of Contractor

- 4.1 The Contractor shall:
- 4.1.1 not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;
 - 4.1.2 use its best endeavours to use adequate technological and security measures OS or the Customer may reasonably recommend from time to time, to ensure that all Licensed Data, Login Details and any other similar information (such as user names and passwords) which the Customer provides the Contractor and which the Contractor holds or is responsible for are secure from unauthorised use or access;
 - 4.1.3 notify the Customer and/or OS as soon as it suspects any infringement of OS's IPR or any unauthorised use of Login Details and any other similar information (such as user names and passwords) and give the Customer and OS all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
 - 4.1.4 ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data in compliance with the Style Guide.

5 Access to Licensed Data

- 5.1 Nothing in this Contractor Licence shall oblige the Customer to provide the Contractor with Licensed Data (including any part or Update thereof). If, at the Customer's discretion, it does provide (or provide access to) such Licensed Data, it shall only provide such Licensed Data necessary for the Contractor to provide the Works and shall do so at a time, frequency and on a medium of the Customer's choosing.
- 5.2 Prior to or upon the Contractor receiving Licensed Data (whether from the Customer or a Third Party Contractor pursuant to Clause 5.3), the Customer will inform the Contractor in writing of the scope of the Customer's Licensed Use.
- 5.3 The Contractor shall be entitled to supply and receive copies of the Licensed Data in a digital form to and from Third Party Contractors provided that:
- 5.3.1 both the Contractor and the Third Party Contractor are licensed by the Customer for the Licensed Data being supplied and/or received;
 - 5.3.2 the Works and the Third Party Works shall each form part of a larger project or related series of works required by the Customer;
 - 5.3.3 the Contractor uses the copies of the Licensed Data supplied by the Third Party Contractor solely for the purpose of providing the Works to the Customer as part of the Customer's Licensed Use;
 - 5.3.4 the use by the Contractor of the Licensed Data supplied by the Third Party Contractor shall be governed by this Contractor Licence;
 - 5.3.5 the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of the Licensed Data to a Third Party Contractor; and
 - 5.3.6 the Contractor shall, prior to supplying any Licensed Data to a Third Party Contractor, obtain written confirmation from the Customer that (a) the Third Party Contractor is licensed by the Customer for the Licensed Data being supplied, and (b) the Works and the Third Party Works each form part of a larger project or related series of works required by the Customer.

- 5.4 The Contractor shall be entitled to supply paper copies of the Licensed Data (to which it has access) (referred to in this Clause as **Paper Copies**) to any third party provided that the Contractor ensures that:
- 5.4.1 such third party is engaged to provide:
 - a) all or part of the Works;
 - b) part of a larger project (which also includes the Works); or
 - c) works which, together with the Works, are part of a series of works required by the Customer;and uses the Paper Copies solely for the purpose of providing a) b) or c) above to the Customer for its Licensed Use;
 - 5.4.2 the Paper Copies supplied only cover an area that is proportionate to the amount of the Works that the third party is engaged to provide;
 - 5.4.3 such third party is not permitted to and shall not copy, sub-license, distribute, sell or otherwise make available the Paper Copies to third parties in any form;
 - 5.4.4 the Contractor recovers or procures the destruction of all such Paper Copies immediately upon (a) completion of the works provided by the third party as referred to in Clause 5.4.1 or (b) expiry or termination of this Contractor Licence, whichever is the sooner, and the Contractor shall provide, at the Customer's request, a sworn statement by a duly authorised person that it has complied with this Clause;
 - 5.4.5 the Contractor shall not receive any direct or indirect payment, credit or money's worth for the supply of Paper Copies; and
 - 5.4.6 the Paper Copies supplied by the Contractor are clearly marked in accordance with Clause 4.1.4 and contain a statement stipulating that the recipient is permitted to use the Paper Copies solely for the purpose of assisting them with the delivery to the Customer of the works they are engaged to deliver (as referred to in Clause 5.4.1 above).

6 Termination

- 6.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party in writing.
- 6.2 This Contractor Licence will terminate automatically with immediate effect in the event that either:
- 6.2.1 the Framework is terminated or expires; or
 - 6.2.2 the relevant Data Contract is terminated or expires with the effect that there is no Data Contract in force relating to the Licensed Data.

The Customer will inform the Contractor of such termination as soon as practicable following such termination.

- 6.3 If the Licensed Data is from more than one Data Contract and only one Data Contract is terminated, then this shall be treated as a termination in part of this Contractor Licence in relation to the Licensed Data licensed under the terminated Contract and the Contractor shall comply with an obligation equivalent to Clause 7.1 with respect to such Licensed Data.

7 Effect of Termination or Expiry

- 7.1 In the event of termination or expiry of this Contractor Licence:
- 7.1.1 the Contractor shall within 30 days of such termination or expiry destroy (or at OS's or the Customer's option return) all the Licensed Data in any media which it holds or for which it is responsible (including any Licensed Data embedded in any other material) and provide, at OS's or the Customer's request, a sworn statement by a duly authorised person that it no longer holds any Licensed Data (or Login Details or similar details) other than in accordance with Clause 7.1.2;
 - 7.1.2 subject to Clauses 7.2 and 7.3, the Contractor may retain Licensed Data in an archive following termination or expiry of this Contractor Licence for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding the Contractor's use of such Licensed Data during the Term; and

7.1.3 the Contractor shall cease to be entitled to use any Login Details provided by Customer in order to access the On-Line Ordering Service (or passwords or similar details provided in order to access any other on-line ordering service made available from time to time by OS).

7.2 The Contractor's rights under Clause 7.1.2 are on condition that:

7.2.1 they do not apply to Licensed Data including third party IPR;

7.2.2 the Contractor shall not disclose Licensed Data retained under Clause 7.1.2 to any regulator or other third party except to the extent necessary for the relevant purpose and in paper or read-only electronic format only;

7.2.3 the Contractor must store such Licensed Data separately from any other OS Data which the Contractor holds;

7.2.4 subject to Clause 11, neither the Customer nor OS shall have any liability in respect of the Contractor's use of such Licensed Data following termination or expiry of this Contractor Licence; and

7.2.5 should any of the events listed below exist on termination / expiry of the Contractor Licence, no archive rights shall be granted under Clause 7.1.2:

a) the Contractor is in breach of the Contractor Licence;

b) the Contractor has ceased to carry on business;

c) the Contractor is insolvent or threatened with insolvency or has undergone a change of control of its business other than for the purpose of a bona fide internal group restructuring; or

d) OS has lost the right to administer Crown copyright and/or Crown database right in respect of Licensed Data.

7.3 The Customer and/or OS may terminate the Contractor's right under Clause 7.1.2 at any time in the event that the Contractor:

7.3.1 uses or discloses the relevant Licensed Data other than strictly in accordance with this Clause 7; or

7.3.2 breaches any surviving term of this Contractor Licence,

in which event the Contractor shall comply with an obligation equivalent to Clause 7.1.1 in respect of such Licensed Data.

7.4 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 4.1.2, 4.1.3, 6.2, 7, 9, 10, 11, 14 and 15) shall continue in full force and effect notwithstanding such termination or expiry.

8 Variation

8.1 The Customer shall be entitled to vary this Contractor Licence with immediate effect by giving notice in writing to the Contractor.

8.2 If the Contractor is not entitled to use specific Licensed Data as a result of the variation of this Contractor Licence in accordance with Clause 8.1, then this shall be treated as a termination in part in relation to that specific Licensed Data and the Contractor shall comply with an obligation equivalent to Clause 7.1.1 with respect to such Licensed Data.

9 Auditing

9.1 Upon OS's or the Customer's written request, the Contractor shall provide written evidence of compliance with its obligations under this Contractor Licence.

9.2 The Contractor shall maintain accurate and complete records of its use of the Licensed Data. OS and/or the Customer (and their respective representatives) have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the Contractor's compliance with this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its expense, make appropriate employees and facilities available to provide OS and/or the Customer with all reasonable assistance to enable such inspection, auditing and copying to take place.

9.3 The Contractor will comply with reasonable measures stipulated by OS or the Customer as a result of any audit.

10 Warranties

10.1 The Customer and OS exclude to the fullest extent permissible by law all express or implied warranties.

11 Liabilities

11.1 Nothing in this Contractor Licence shall exclude or limit either party’s (or, if applicable, OS’s) liability for:

11.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or

11.1.2 fraud or fraudulent misrepresentation.

11.2 The Contractor acknowledges that OS shall have no liability whatsoever in respect of its use of the Licensed Data.

12 Assignment, subcontracting and sublicensing

12.1 Except as agreed in writing by OS, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this Contractor Licence.

13 Waiver

13.1 The waiver on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.

13.2 No delay in exercising any right under this Contractor Licence shall constitute a waiver of such right.

14 Contracts (Rights of Third Parties) Act 1999

14.1 Subject to Clause 14.2, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Contractor Licence.

14.2 OS shall be entitled to the benefit of the terms of this Contractor Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

15 Governing Law and Jurisdiction

15.1 This Contractor Licence is governed by English law and both parties submit to the exclusive jurisdiction of the English courts.

Having read and understood this Contractor Licence, signed for and on behalf of

Having read and understood this Contractor Licence, signed for and on behalf of

Signature

Signature

Name

Name

Title

Title

Date

Date