

DIGITAL 10 - APPLICATION FORM FOR LAND & PROPERTY SERVICES / RIVERS AGENCY JOINTLY BRANDED PRODUCTS DATA SUPPLY AND LICENCE

If you have any queries about ordering the IP, please contact Digital Supply. When completed forward this form to:

**Digital Supply, Land & Property Services,
Lanyon Plaza, 7 Lanyon Place, Town Parks, Belfast, BT1 3LP**

E-mail: digital.supply@finance-ni.gov.uk

Web: www.finance-ni.gov.uk

DO number:

Your Ref:

Your Purchase Order No:

A Customer Details (BLOCK Capitals)

Name of Customer

VAT Registration Number

Delivery Address

Post Code

Contact Name

Tel:

Email:

B Select Product(s) required

Product No	Product Name	Product Content	Format	Product(s) Selected (tick to select)
P1	Flood Maps (NI) – Floodplain Rivers	River Model Status Flood Defences Q100* Present Day Q100* Climate Change * Q100 – there is a 1% chance that a flood of this magnitude or greater will occur in any given year	ArcGIS File Geodatabase	Full Northern Ireland Coverage <input type="checkbox"/>

P2	Flood Maps (NI) – Floodplain – Tidal	Tidal Boundary Conditions Flood Defences T200* Present Day T200* Climate change * T200 – there is a 0.5% chance that a flood of this magnitude or greater will occur in any given year	ArcGIS File Geodatabase	Full Northern Ireland Coverage <input type="checkbox"/>
P3	Flood Maps (NI) – Surface Water	I200* Present Day I200* Climate Change * I200 – there is a 0.5% chance that a flood of this magnitude or greater will occur in any given year.	ArcGIS File Geodatabase	Full Northern Ireland Coverage <input type="checkbox"/>
P4	Flood Maps (NI) – Historical Flooding	Aerial Photo Refs Flood Map Historical Event	ArcGIS File Geodatabase	Full Northern Ireland Coverage <input type="checkbox"/>
P5	Flood Maps (NI) – Floodplain Rivers - Premium	Site specific detailed flood hazard mapping for a range of return periods including where available: Q2, Q5, Q10, Q25, Q50, Q75, Q100, Q200, Q1000, Q100 Climate Change.	ArcGIS File Geodatabase	Choose one of the options below; a) Full NI Coverage <input type="checkbox"/> b) Individual Model (Please specify): <input type="text"/>
P6	Flood Maps (NI) – Floodplain Tidal - Premium	Site specific detailed flood hazard mapping for a range of return periods including where available: T10, T50, T75, T100, T200, T1000, T200 Climate Change.	ArcGIS File Geodatabase	Choose one of the options below; a) Full NI Coverage <input type="checkbox"/> b) Individual Model (Please specify): <input type="text"/>
P7	River/Tidal Model	Individual river/tidal models that have been used to create the detailed flood hazard mapping products. Models are also complemented by hydrology and model reports that provide comprehensive information on all aspects of the specific model.	InfoWorks ICM transportable database	Choose one of the options below; a) Full NI Coverage <input type="checkbox"/> b) Individual Model (Please specify): <input type="text"/>
P8	Enhanced River Centreline Data Set	Standard River Centreline Data Set (as used on Spatial NI) but enhanced to include culverts and underground water courses	ArcGIS File Geodatabase	Full Northern Ireland Coverage <input type="checkbox"/>

End of list.

The Licence permits the use of the IP for Internal Business Use (IBU). IBU is solely and explicitly for the requirements of Your business, for the internal administration and for the internal day-to-day activities involved in the operation of your business.

If You wish to publish the IP please refer to either the appropriate Publishing application form, available at: www.finance-ni.gov.uk/publications/publishing-application-forms-use-ips-intellectual-property or Internet Usage Licence (depending upon Your usage), available at: <https://www.finance-ni.gov.uk/publications/copyright-licensing-use-ips-intellectual-property>

C Granting of Licence

The Licence will be granted for a minimum period of twelve (12) months subject to the IP Licensing terms and conditions, a copy of which is attached.

The undersigned hereby acknowledges and accepts the terms and conditions upon which the Licence is granted.

Signature

Name (BLOCK CAPITALS)

Date

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Land & Property Services
Seirbhís Talún agus Maoine

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following terms shall have the following meanings:

“Commencement Date” means the date the IP is issued to the Customer

“Customer” means the party specified in Part A on the Order Form.

“Derivative Works” means any and all works that are created by You from and/or based in any way on Our IP;

“End-User” means an employee of the Customer whether employed on a part-time or full-time basis, not including subcontractors, consultants or freelancers;

“Intellectual Property (“IP”)” means the digital data set out in Part B of this Digital 10 purchase order form that is licensed by Us and supplied to You. It also means databases, utility models, trademarks, trade names, service marks, know-how, designs, drawings, algorithms, computer programs and confidential information;

“Intellectual Property Rights” (“IPR”) means (as appropriate) Copyright, database right, and all other similar proprietary rights (whether registered or not) in the IP owned by the Crown through the Keeper of Public Records as may exist anywhere in the world and licensed under this contract and all applications and rights to apply for the protection of any of the foregoing. It also means patents and any other process or other similar right or assets capable of protection;

“Internal Business Use” (“IBU”) means solely and explicitly for the requirements of your business, for the internal administration and for the internal day-to-day activities involved in the operation of your business by You and Your End Users.

“Renewal Date” means the date on which the Customer Licence shall be due for renewal. This shall be the anniversary of the Commencement Date. The Customer shall give written notice to Us requesting renewal of the licence.

“Sales Policy” as posted on our website <https://www.finance-ni.gov.uk/publications/lps-copyright-publications>

“Third Party Content” means the Intellectual Property supplied under agreement by one, some or all (as appropriate) of the third party content providers.

“Third Party Content Provider” means one, some or all (as appropriate) of the third party content providers from Centre for Ecology and Hydrology, Department for Environment, Food & Rural Affairs (DEFRA), Met Office, Macaulay Institute, and Ordnance Survey

“We, Our or Us” means Land & Property Services (LPS), a core directorate within the Department of Finance (DoF), and DfI Rivers, a division within the Department for Infrastructure (DfI);

“You or Your” means the Customer;

1.1.1 References to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments; and

1.1.2 These terms and conditions shall be binding upon and shall continue for the benefit of Our successors and assigns or the Department of Finance, as the case may be.

2. OWNERSHIP

The Crown owns as beneficial owner all rights in the IP (with the exception of the Third Party Content). The IP supplied and this Licence granted under this contract are issued by Our Deputy Secretary who has a delegation of authority from the Keeper of Public Records, in whom is vested by Royal Letters Patent the Crown Copyright in all Government information and works. Third Party Content is the property of the appropriate Third Party Content Providers.

3. GRANT OF LICENCE

3.1 In consideration of You paying the Licence fee and performing Your obligations under these terms and conditions, We grant You a non-exclusive, non-transferable Licence to use the IP solely for the Licensed Use.

3.2 This Licence shall be effective from the Commencement Date and shall continue for a minimum period of twelve (12) months or until earlier termination.

3.3 This Licence shall be renewable on the Renewal Date by You giving written notice to Us requesting a renewal of this Licence.

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3.4 You shall not permit any third party to use the IP nor use the same on behalf of or for the benefit of any third party without Our prior written consent.

4. LICENSED USE

4.1 You may use the IP within Your own office for Your own internal business use for:

4.1.1 copying for back-up purposes;

4.1.2 adapting;

4.1.3 merging;

4.1.4 integrating; and

4.1.5 sub-licensing (subject to Clause 7).

All other uses are prohibited.

5. SUPPORT AND MAINTENANCE

5.1 We will not be obliged to provide support and maintenance services.

5.2 In the event that We discontinue producing, maintaining or supporting all or any part of the IP, We shall give You six (6) months' notice of this decision. Once notice is given to You, We shall not be responsible for supplying the IP or support or updates to You or be liable to You for any losses or costs which You may incur as a consequence of Our decision.

6. YOUR OBLIGATIONS

6.1 You will take all reasonable technological and security measures to ensure that all of the IP which You hold, or are responsible for, is secure from unauthorised use or access.

6.2 You will not use the IP, or allow it to be used by others, in any manner which We reasonably feel is inconsistent with the goodwill in Our name.

6.3 Permission to publish the IP must be applied for using the appropriate Publishing Permit application form (depending on your usage); details of which can be obtained by contacting Our IPR Branch.

6.4 You must inform Us of any change to Your details as outlined in Section A of Your Digital 10 application form.

6.5 Hard copies of the IP must carry the appropriate acknowledgement:

6.5.1 Hard copies (except for products P7 and/or P8) must carry the following acknowledgement:

"This material is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority from Keeper of Public Records © Crown copyright and database right [insert Customer's Digital Licence Number] (year of publication)."

Where the reproduction is not solely confined to Land & Property Services material the words "Based upon" should be inserted after "This material is" and before the words "Crown Copyright" in the acknowledgement. The note "© Crown Copyright and Database Right [insert Customer's Digital Licence Number] (year of publication)" will be sufficient for a finished reproduction of less than 200 sq. centimetres.

6.5.2 Hard copies of product P7 and/or P8 must include the following acknowledgement:

"Some features of this information are based on digital spatial data licensed from the Centre for Ecology and Hydrology © NERC (CEH), Defra, Met Office, DARD Rivers Agency, Land & Property Services Crown copyright and database right [insert Customer's Digital Licence Number and insert year], ©Macaulay Institute, Ordnance Survey © Crown Copyright 100017572";

7. SUB-LICENCES

7.1 Sub-Licences will only be granted where the You need to temporarily transfer the IP to a third party to enable said third party to assist in the operation of the Your IBU.

7.2 You shall provide Us with all completed and signed Sub-Licence(s) granted by You; and

7.2.1 You will forward each completed signed and dated Sub-licence form to Copyright@finance-ni.gov.uk prior to any temporary transfer of IP to the third party assisting Your IBU.

7.3 You shall use Digital 10S LPS / Rivers Agency Jointly Branded products Sub-Licence form(s). ([link to form](#)).

7.4 No Sub-Licence may be granted for a period of more than six (6) months unless otherwise agreed in writing by Us; and

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7.4.1 Will not extend beyond the term of this Licence

7.5 Any Sub-licence You grant shall be with the acknowledgement and acceptance that, without prejudice to LPS rights and remedies, You shall not be relieved of any of Your obligations to LPS under this Licence and that You shall be primarily liable for the acts or omissions of Sub-Licensees as if they were Your acts or omissions.

8. LICENCE FEE

8.1 We will invoice You for the Licence Fee. In addition, You will pay VAT and any other taxes at the rate prevailing on the date of the invoice.

8.2 You will pay all invoices within thirty (30) days of the date of the invoice. Interest will be payable at the statutory rate set by The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) namely eight (8) percent above the base rate of the Ulster Bank Limited on any outstanding balances. Interest shall run from day to day from the due date and shall accrue before and after any judgment and shall be compounded monthly on the amount overdue until payment is made.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 You acknowledge the Crown's ownership and proprietary rights in the IP and agree and acknowledge that:

9.1.1 You will not obtain any rights in the IP, except as expressly granted to You under these terms and conditions; and

9.1.2 You will not register or attempt to register any of the IP in any jurisdiction without Our prior written permission.

9.2 You shall immediately give notice in writing to Us if You become aware of any:

9.2.1 Infringement or suspected infringement of any of the IP; or

9.2.2 Claims made or threatened that the IP infringes the rights of any third party.

9.3 In the case of any infringement or suspected infringement by any third party of the IP:

9.3.1 We shall have sole discretion to decide what action if any to take;

9.3.2 We shall have sole control over and conduct of all claims and legal proceedings;

9.3.3 You will, subject to an indemnity from Us for Your costs, act in accordance with Our reasonable instructions and provide Us with all assistance as We may reasonably require in the conduct of any claims or legal proceedings; and

9.3.4 We will bear the cost of any legal proceedings and shall be entitled to retain all sums recovered in any action for Our own account.

10. LIABILITY

10.1 Nothing in this Licence excludes or limits liability for:

10.1.1 death or personal injury caused by negligence by You or Us and/or Your and/or Our servants and / or agents;

10.1.2 fraud or fraudulent misrepresentation You or Us and/or Your or Our servants or agents; or

10.1.3 any liability which cannot legally be excluded or limited; or

10.1.4 unlicensed use of any intellectual property rights

10.2 We will remedy, as soon as reasonably practicable, any error in or omission from the IP of which You notify Us.

10.3 It is Your responsibility to ensure that the IP is suitable for Your intended purposes. We accept no liability as to the fitness of the IP supplied in meeting Your needs and 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.

10.4 Subject to clause 10.1 We will indemnify You and hold You harmless against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that is in Your possession and/or use of the IP infringes the copyright, trade mark rights or other intellectual property rights of a third party ('Intellectual Property Infringement') provided that:

10.4.1 Your possession and/or use of the IP is pursuant to and in accordance with these terms and conditions;

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10.4.2 You give Us notice of any Intellectual Property Infringement immediately on becoming aware of it; and

10.4.3 You give Us the sole conduct of the defence to any claim or action in respect to an Intellectual Property Infringement and do not at any time admit liability or otherwise settle or compromise the said claim or action except upon Our written instructions.

10.5 We shall have no liability to You in respect of an Intellectual Property Infringement if the same results from:

10.5.1 any use of the IP by You other than in accordance with these terms and conditions;

10.5.2 use of the IP for a purpose for which it was not designed;

10.5.3 any breach by You of Your obligations under these terms and conditions; or

10.5.4 any alteration, modification, adjustment or enhancement made by You to the IP that was not authorised by Us; or

10.6 In the event of an Intellectual Property Infringement, We shall be entitled at Our expense and option either to:

10.6.1 procure the right for You to continue using the IP;

10.6.2 make, where relevant, such alterations, modifications or adjustments to the IP so that it becomes non-infringing without incurring a material diminution in performance or function; or

10.6.3 replace, where relevant, the IP with a non-infringing substitute provided that such substitute does not entail a material diminution in performance or function.

10.7 If in Our reasonable judgment, We are not able to exercise any of the options set out in 10.6 above within ninety (90) days of the date We receive notice of the Intellectual Property Infringement, We will accept the return of the infringing IP

10.8 This Clause 10 sets out Your exclusive remedy and Our sole liability in respect of any breach of warranty concerning any Intellectual Property Infringement.

10.9 You shall be liable for, and will indemnify Us against, any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by Us, whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or

goodwill) arising out of any dispute or contractual, tortious or other claim or proceeding brought against Us by reason of the incorporation, manufacture, use, supply or sale of any goods and services or the use by You of the IP

10.10 Subject to clause 10.1, We are not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Licence for any:

10.10.1 loss of profit;

10.10.2 loss of revenue;

10.10.3 loss of business;

10.10.4 costs;

10.10.5 charges;

10.10.6 expenses; or

10.10.7 loss of anticipated savings; in each case whether direct or indirect, or for any indirect, special or consequential loss or damage however arising. Such limitation shall not apply for indemnification claims under clause 10.4.

10.11 Subject to Clause 10.1 Your or Our total and aggregate liability in connection with this Licence will not at any time exceed 100 (one hundred) percent of the total monies paid by You to Us}. Such limitations shall not apply for indemnification claims under Clauses 10.4 and/ or 10.9.

10.12 You warrant that You have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding relating to the IP other than as expressly set out in this Licence.

11. PERIOD OF CONTRACT AND TERMINATION

11.1 These terms and conditions shall be effective from the commencement date and subject to the provisions of this Clause 11 and shall continue in force for the twelve (12) month period of this Licence.

11.2 We shall be entitled forthwith to terminate this Licence by written notice to You if:

11.2.1 You commit any continuing or material breach of any of the provisions of these terms and conditions and, in the case of such a breach which is capable of remedy, fail to remedy the same within thirty (30) days after

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receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

11.2.2 An encumbrancer takes possession or a receiver is appointed over any of Your property or assets;

11.2.3 You make any voluntary arrangement with Your creditors or become subject to an administration order;

11.2.4 You go into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation and in such manner that the company resulting from the re-organisation effectively agrees to be bound by or to assume the obligations imposed on that other party under these terms and conditions);

11.2.5 You cease, or threaten to cease, to carry on business; or

11.2.6 There is a change of control of You within the meaning of Section 719 of the Corporation Tax Act 2010.

11.3 For the purpose of Clause 11.2.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.4 Termination or expiry of this Licence shall not affect the parties' accrued rights and remedies.

11.5 In the event of termination (howsoever caused) or expiry of this Licence:

11.5.1 the relationship of the parties will cease save as (and to the extent) expressly provided for in this Clause 11

11.5.2 the provisions of Clauses 1 (Definitions), 2 (Ownership), 9 (Intellectual Property Rights), 10 (Liability), 11 (Period of Contract and Termination), 19 (Law), 21 (Data Protection) and 22 (Audit Rights) shall survive the expiry or termination of this Contract and will continue in full force and effect;

11.5.3 You shall immediately pay all outstanding sums to Us and upon production of further invoices You shall pay other sums due but not previously invoiced prior to date of termination or expiry;

11.5.4 this Licence granted to You and any Sub-Licences, granted by You shall immediately cease;

11.5.5 subject to clause 11.5.6, at Our option (but at Your expense) You shall either:

11.5.5.1 destroy the IP in Your possession, power or control (including any security copy) and procure that an officer or duly authorised executive provides a sworn statement or affidavit verifying the same; or

11.5.5.2 You shall return the IP to Us; and and procure that an officer or duly authorised executive provides a sworn Statement of Truth or affidavit verifying that You will make no further use of any IP (including, for the benefit of any doubt any Derivative Works) for any purpose.

11.5.6 where You are required by any law, regulation or government or regulatory body to retain any documents, IP or materials relating to the IP which You would otherwise be required to destroy or return by Clause 11.5.5 You shall:

11.5.6.1 notify Us in writing of such retention, giving details of the documents, IP or materials relating to the IP that You must retain; and

11.5.6.2 certify that said documents, IP or materials relating to the IP will solely be used to satisfy this obligation; and

11.5.6.3 You shall not disclose the copy of the IP retained under this clause 11.5.6 to any regulator or other third party except strictly to the extent necessary for the relevant purpose and in paper or read-only electronic format only.

12. EVENTS BEYOND THE CONTROL OF EITHER PARTY

12.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under these terms and conditions due to events beyond their control. Such delay or failure shall not constitute a breach of these terms and conditions and the time for performance of the affected obligation shall be extended by such period as is reasonable.

12.2 The party claiming events beyond their control shall notify the other party in writing of the reasons for such an event and the likely duration, which should not be in excess of three (3) months, promptly after the occurrence of the same and should use their reasonable endeavours to minimise the effect and duration of the event.

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13. ASSIGNMENT

13.1 You shall not be entitled to assign, novate or transfer the whole or any part of the benefit of this Licence or any obligation under it to any party.

13.2 We as part of the Crown shall be entitled to specifically assign, novate or transfer the whole or any part of this Licence or any obligation under it to any part of the Crown.

14. EXCLUSIVITY

This Licence is not exclusive. We may continue to licence the IP to any other party for their use and application.

15. SEVERABILITY

If any provision of this Licence is held to be unenforceable, invalid or illegal that shall not affect the enforceability, validity or legality of any other provision.

16. WAIVER

No failure or delay by any party in exercising any right, power or privilege under this Licence shall impair such right, power or privilege or be construed as a waiver thereof. The rights and remedies of any party herein provided are cumulative and not exclusive of any rights and remedies provided by law.

17. NOTICES

All notices under this contract shall be in writing (including by email) and shall be sent to the address of the recipient set out on page one (1) of Your Digital 10 Application Form.

18. ENTIRE CONTRACT

These terms and conditions represent the entire contract and understanding between the parties. The IP shall be supplied in accordance with the Sales Policy except to the extent that any provision of those terms and conditions of supply is inconsistent with any provision of this Licence, in which event the latter shall prevail.

19. LAW

These terms and conditions shall be governed by and construed in accordance with the laws of Northern Ireland but with liberty for the parties hereto to have resort to the courts of any competent jurisdiction.

20. PREVENTION OF CORRUPTION AND BRIBERY ACT 2010

20.1 The parties each warrant and undertake (and each party shall procure that their employees and/or sub-licensees shall undertake) that they comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery, anti-corruption and prevention of fraudulent acts including the Bribery Act 2010;

20.2 Each party shall promptly notify the other party to this Contract of any request or demand for any undue financial or other advantage of any kind offered or received in connection with the performance of this Contract;

20.3 Any breach of this Clause 20 by either party or any of the party's employees and/or Sub-licensees shall entitle the other party, with no liability whatsoever to the other party, to terminate the agreement with immediate effect by notice in writing.

21. DATA PROTECTION

21.1 None of the IP set out in Part B of this agreement contains Personal Data (for the benefit of any doubt "Personal Data" shall have the same meaning as is set out in s. 3(2) Data Protection Act 2018)

21.2 If You incorporate or combine any Personal Data with the IP within Your Licensed Use (as set out in Clause 4) You acknowledge and accept that You shall:

21.2.1 Be solely responsible for ensuring all Data Protection Legislation is adhered to and complied with; and

21.2.2 Keep Us harmless from any and all claims or liability for any breach of data protection legislation arising from any datasets You incorporate or combine with the IP

21.3 Any Personal Data You provide to Us in the course of this Contract will only be used for the performance of Your Contract with Us as set out in the LPS privacy statement found at: <https://www.finance-ni.gov.uk/publications/lps-privacy-notice>

22. AUDIT RIGHTS

22.1 Throughout the duration of this Licence You shall keep and maintain accurate complete and detailed records relating to all the transactions and uses arising out of these terms and conditions.

22.2 Upon giving reasonable written notice, We, Our advisors or representatives shall have the right to inspect (and where necessary take copies of) the records referred to in Clause 22.1.

22.3 You shall give Us and Our advisors and representatives all reasonable access to Your premises and use of all Your facilities so as to enable Us and Our advisors and representatives to fulfil their rights under Clause 22.2.

22.4 If upon inspection it is determined that there is an underpayment of the amount properly payable to Us under these terms and conditions, the underpayment shall be paid to Us forthwith together with interest at the rate of eight (8) percent above the base rate of Ulster Bank Limited from the date payment was due until full payment, whether before or after judgment. If there is an underpayment of five (5) percent or more of the amount properly payable at any time to Us under these terms and conditions then You shall also be responsible for the reasonable auditing costs incurred by Us (including the fees of any third party used for such purposes).