

DIGITAL 7 - DIGITAL DATA SUPPLY AND LICENCE FOR PRIMARY AND SECONDARY SCHOOLS OUTSIDE FORMAL MAPPING AGREEMENTS

(For Teaching and (Non-Commercial) Academic Research only)

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:

Primary and Secondary School (“Licensee”) Details (BLOCK CAPITALS):

Name of Licensee

VAT Registration Number

Licensee Address

Post Code

Contact Name

Tel:

Email:

B Digital Data to be Licensed

Please list Products You wish to Licence here:

End of List.

Please refer to www.nidirect.gov.uk/campaigns/ordnance-survey-of-northern-ireland for information on products.

C Particulars of Contract

All tutors/teachers/researchers etc must be made aware of the terms and conditions of the Academic Licence. The School shown in Part A will be held responsible for any breaches in the terms and conditions of the Academic Licence by the Authorised Users of the School.

The digital data (hereinafter referred to as "the IP"), or any data and/or product derived from the IP, either digital or hard copy, must not be sold, given away, traded, let, hired or otherwise dealt with.

Should the Licensee wish to use the IP outside of the terms and conditions of the Academic Licence an appropriate contractual agreement with LPS must be agreed. The original full charge for the IP may then be applied.

D Duration of Licence

The Licence will be granted for a minimum period of twelve (12) months subject to LPS IP Academic Licensing terms and conditions.

I, the undersigned, having the authority and acting on behalf of the School named at "A" above, hereby acknowledge and accept the terms and conditions upon which the Licence is granted.

Signed on behalf of the School

Name (BLOCK CAPITALS)

Date

LPS grants the School, listed at "A" above an Academic Licence for the IP outlined in "C" above subject to LPS IP Academic Licensing terms and conditions.

Signed on behalf LPS

Name (BLOCK CAPITALS)

Date

1. DEFINITIONS

1.1 Unless the context otherwise requires, in these terms and conditions:

“Academic Purpose” purposes relating to education, teaching, study and/or non-commercial academic research;

“Authorised User” means any staff member, trainee teacher or student of Your School

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

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

“DoF” means the Department of Finance of Northern Ireland;

“Intellectual Property (IP)” means the digital data 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 Infringement” means any unauthorised possession and / or use of the IP that infringes the copyright, Trade Mark rights or any other intellectual property rights of the owner(s) of their respective intellectual property.

“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;

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

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

“School” shall be defined as having the same meaning as set out in s.2 of The Education and Libraries (Northern Ireland) Order 1986 and means either a school which provides primary or secondary education or a school

which provides both primary and secondary education and is recognised by Your equivalent Education Authority as such;

“Third Party” means any persons other than Your Authorised Users

“We, Our or Us” means Land & Property Services (LPS);

“You or Your” means the Licensee;

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 DoF as the case may be.

2. OWNERSHIP

The Crown owns absolutely as beneficial owner all rights in the IP. The IP supplied and the 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.

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 for a minimum period of twelve (12) months to use the IP Worldwide 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 automatically renewed on the Renewal Date unless terminated by either party in accordance with Clause 15.

4. LICENSED USE

4.1 You may use the IP within Your Primary or Secondary School (including Your Authorised Users) to:

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4.1.1 use, copy, adapt, save, display and view the IP (in printed or electronic form) for purposes relating to education, teaching, study and/or non-commercial academic research;

4.1.2 combine the IP with other licensed or legally held intellectual property within Your School;

4.1.3 publish electronic versions of the IP (or data derived from the IP) on Your School's secure intranet;

4.1.4 incorporate the IP (or data derived from the IP) in printed or electronic form in assignments and portfolios, theses and coursework;

4.1.5 provide any of the materials created under this Clause 4 to external educational assessors or examiners; and

4.1.6 copy for back-up purposes.

4.1.7 sub-licence (only as set out in clause 8)

All other uses are prohibited.

5. COPYRIGHT ACKNOWLEDGEMENT

5.1 Each hard copy and on screen representation of the IP must include one of the following acknowledgements:

5.1.1 "Ordnance Survey of Northern Ireland Intellectual Property is protected by Crown Copyright and is reproduced with the permission of Land & Property Services under Delegated Authority from the Keeper of Public Records, ©Crown Copyright and database right Licence No. [Insert Your Academic Licence number & year copy made]".

5.1.2 The note ©Crown Copyright [Insert Your Academic Licence number & year copy made]" will be sufficient for a finished reproduction of less than 200 sq cm.

6. SUPPORT AND MAINTENANCE

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

6.2 In the event that We discontinue producing or updating any of the IP, We will give You three (3) 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.

7. YOUR OBLIGATIONS

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

7.2 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.

7.3 Permission to publish the IP must be applied for using the relevant Publishing form (except where permitted under 4.1.3), which will depend on Your usage, details of which can be obtained by contacting Our IPR Branch. By publishing LPS means communication via Internet, sheet maps, books, journals, brochures, leaflets, catalogues (this list should not be viewed as exhaustive).

8. SHARING OF IP

8.1 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, other than as authorised in this Clause 8. You may:

8.1.1 share information without the requirement of a Sub-Licence with Our Licensed Partners to assist in the operation of Your purposes relating to education, teaching, study and/or non-commercial academic research; and/or

8.1.2 grant Sub-Licences in the event of You requiring a Third Party to assist in the operation of Your purposes relating to education, teaching, study and/or non-commercial academic research.

8.2 You are required to ensure that each Sub-Licence is completed, signed and dated by the Third Party and forwarded to Us. The Sub Licence will not extend beyond the term of this Contract.

8.3 You acknowledge and accept that You shall not be relieved of any of Your obligations to Us under this Contract by the granting of any Sub-Licence or any other Licence containing the IP. You undertake to terminate any Licence containing the IP where it is found that the Licensee is operating outside of the agreed terms of their Licence.

LAND & PROPERTY SERVICES IP ACADEMIC LICENSING TERMS AND CONDITIONS

(For Primary and Secondary Schools only)



Land & Property Services
Seirbhísí Talún agus Maoiné

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8.4 Sub-licences to facilitate Third Party assistance in the operation of Your Academic Purpose are available on request from our IPR branch contactable via Copyright@finance-ni.co.uk

9. CONFIDENTIALITY

Unless required by law, both parties agree not to disclose the fact or content of these terms and conditions to any third party or to make any public or press announcement regarding these terms and conditions or the transactions contemplated hereunder without obtaining the other party's prior written consent to both the disclosure and the contents of the disclosure.

10. LICENCE FEES

10.1 The sum payable by You in consideration of this Contract shall be one pound (£1) only, receipt and sufficiency of which is hereby acknowledged.

10.2 For reference purposes only the value of the IP at the Commencement Date of this Contract is

£

11. INSPECTION BY OUR STAFF

Upon giving reasonable written notice, You shall at any reasonable time grant to an accredited representative of Ours facilities for checking the observance of the terms and conditions of this Licence.

12. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

12.2.1 infringement or suspected infringement of any of the IP; or

12.2.2 claims made or threatened that the IP infringes the rights of any third party.

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

12.3.1 We shall have sole discretion in deciding what action if any to take;

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

12.3.3 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 it may reasonably require in the conduct of any claims or legal proceedings; and

12.3.4 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.

13. PREVENTION OF CORRUPTION AND BRIBERY ACT 2010

13.1 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;

13.2 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;

13.3 Any breach of this Clause 13 by either party or any of the party's employees, Our Licensed Partners 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.

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14. LIABILITY

14.1 Nothing in this Licence excludes or limits liability for:

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

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

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

14.1.4 unlicensed use of any intellectual property rights

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

14.3 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.

14.4 Subject to clause 14.1 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 Your possession and/or use of the IP infringes the copyright, trademark rights or other intellectual property rights of a third party by way of Intellectual Property Infringement provided that:

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

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

14.4.3 You give Us the sole conduct of the defence above (We will pay reasonable costs) to any claim or action in respect of 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 express instructions.

14.5 We shall have no liability to You in respect of an Intellectual Property Infringement if:

14.5.1 the same results from any use of the IP by You other than in accordance with these terms and conditions;

14.5.2 the same results from any use of the IP for a purpose for which it was not designed;

14.5.3 there is any breach by You of Your obligations under these terms and conditions;

14.5.4 there has been any alteration, modification, adjustment or enhancement made by You to the IP that was not authorised by Us; or

14.5.5 there has been any combination, connection, operation or use of the IP with any other equipment, software or documentation and such combination, connection, operation or use was not within the contemplation of the parties at the time of delivery of the IP.

14.6 In the event of an IP Infringement, We shall be entitled at Our own expense and option either to:

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

14.6.2 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

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

14.7 If, in Our reasonable judgment, We are not able to exercise any of the options set out in Clause 14.6 within ninety (90) days of the date We receive notice of the Intellectual Property Infringement, We will accept the return of the infringing IP.

14.8 This Clause 14 sets out Your exclusive remedy and Our sole liability in respect of any breach of warranty concerning any Intellectual Property Infringement.

14.9 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 manufacture, use or sale of any goods and services or the use by You of the IP

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14.10 Save as otherwise provided in these terms and conditions, We shall be under no liability of any sort (however arising) and without prejudice to the foregoing shall not be liable for any damage, injury, loss (whether direct, consequential or otherwise), loss of profits or costs, charges or expenses.

14.11 (Subject to Clause 14.1) Our total and aggregate liability in connection with these terms and conditions 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 (12) months preceding the date on which the claim arose.

14.12 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.

15. PERIOD OF CONTRACT AND TERMINATION

15.1 These terms and conditions shall be effective from the Commencement Date and subject to the provisions of this Clause 15 shall continue in force for the period of this Licence.

15.2 Either party shall be entitled to terminate this Licence after the Initial Period by giving three (3) months written notice to the other party without the need to show any continuing or material breach and the Licence shall expire three (3) months after receipt of said written notice.

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

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

15.3.2 an encumbrancer takes possession or a receiver is appointed over any of your property or assets;

15.3.3 You make any voluntary arrangement with your creditors or become subject to an administration order;

15.3.4 You cease to be a School as defined above;

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

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

15.4 For the purpose of Clause 15.3.1, 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).

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

15.6 In the event of termination:

15.5.1 any Licence granted to You shall immediately cease; and

15.5.2 at Our option (but at Your expense) You shall either 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 You shall return the IP to Us.

16. EVENTS BEYOND THE CONTROL OF EITHER PARTY

16.1 Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under the Licence 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.

16.2 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.

17. ASSIGNMENT

17.1 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.

17.2 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 or other third party or to change any aspect of its presentation or construction without affecting its rights under these terms and conditions.

LAND & PROPERTY SERVICES IP ACADEMIC LICENSING TERMS AND CONDITIONS

(For Primary and Secondary Schools only)



Land &
Property
Services
Seirbhísí
Talún agus
Maoinne

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18. EXCLUSIVITY

These terms and conditions are not exclusive.

19. 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.

20. WAIVER

No failure or delay by any party in exercising any right, power or privilege under the 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.

21. NOTICES

All notices under this contract shall be in writing (including by email) and shall be sent to the address of the recipients set out on page one (1) of Your Digital 7 Academic Licence For Primary and Secondary Schools Application Form.

22. 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.

23. 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.

24. DATA PROTECTION

24.1 None of the IP set out in Part C 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.

24.2 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:

24.2.1 be solely responsible for ensuring all Data Protection Legislation is adhered to and complied with; and

24.2.2 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

24.3 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:

www.finance-ni.gov.uk/publications/lps-privacy-notice