



Digimap for Schools – Ordnance Survey Sub-Licence Agreement

This is a legal agreement between:

- A THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, a charitable body registered in Scotland with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh EH8 9YL ("UoE"); and
- B You, an Authorised Institution (referred to as "you", "your", or "the **Authorised Institution**").

Background

- 1 UoE, acting through EDINA (UoE's centre for digital expertise and online service delivery, located at Argyle House, 3 Lady Lawson Street, Edinburgh, EH3 9DR) ("**EDINA**") delivers Digimap for Schools ("**the Digimap Service**").
- 2 The Digimap Service contains data owned by or licensed to Ordnance Survey as listed in Appendix 2 ("**Licensed Data**").
- 3 UoE and Ordnance Survey have entered into an agreement to allow UoE to deliver Ordnance Survey maps and mapping data to users who are affiliated with schools, colleges, universities, research councils or other related entities, via the Digimap Service.
- 4 This Sub-Licence Agreement sets out the terms and conditions upon which Authorised Institutions (including You) are licensed to access and use, and allow their Educational Users to access and use, the Licensed Data through the Digimap Service.

1 Definitions

Expression	Meaning
Academic Year	means a year commencing on 1st August and ending on 31 July of the following year.
Authorised Institution	means the Place of Education which has registered with UoE to use the Licensed Data by entering into this Sub-Licence Agreement, for as long as the Sub-Licence Agreement remains in force.
Commencement Date	means the date on which your subscription to the Digimap Service commenced, as notified to you by EDINA.
Data	means any text, graphics, image, audio and/or visual material, software, data, database content or other multimedia content, information or material.
Device	means a personal computer (being a desktop, laptop, tablet computer or handheld PC), smartphone or other mobile telephone device, navigational device or other electronic device designed for use by a single user at any one time.
Educational Use	means use for or in connection with teaching, learning, academic and sponsored research and/or private study, at or in connection with a Place of Education, whether on site, or remotely. It covers use at all levels, including schools, colleges, universities, research councils and other related entities. It covers any activities that a fair minded and reasonable person would consider falls within the spirit and intention of 'Educational Use'.



Educational User(s)	means Group Educational Users. For the avoidance of doubt: <ul style="list-style-type: none">a) Persons who are studying/working in an overseas campus of a UK registered university do qualify as an Educational User; butb) persons who are providing home schooling do NOT qualify as a Place of Education and therefore students being home schooled do not fall qualify as an Educational User.
Group Educational User	means an individual who: <ul style="list-style-type: none">a) is a current student, a current trainee teacher, or a current or retired staff member of the Authorised Institution; andb) is authorised by the Authorised Institution to access and use its electronic information systems; and the Place of Education: <ul style="list-style-type: none">c) has entered into a written agreement with UoE, and:<ul style="list-style-type: none">(i) has been assigned an Institutional Login which can be used by all students, trainee teachers and members of staff to access the Digimap Service; or alternatively(ii) has registered with UoE the IP address ranges (or other means of authentication) which will be used to access and use the Digimap Service.
Institutional Login	means a secure login and/or other access details issued to you which is shared amongst your Group Educational Users to allow them to access and use the Digimap Service.
Intellectual Property Rights	means copyright, patent, trade mark, design right, topography right, database rights, trade secrets, know-how, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Limited Administrative Use	means fair and reasonable use to show the location and extent of a Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by it.
Ordnance Survey	means Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572), whose registered address is Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 OAS.
Place of Education	means the recognised institutions and places for student learning and teacher training referred to in Appendix 4 and the hyperlinks referenced therein. For the avoidance of doubt, persons who are providing home schooling do not fall within the definition of a Place of Education.
Raster Format / Image(s)	means a mapping image made up of millions of individual pixels in a grid, where the information stored within each pixel corresponds to the colour of that pixel only and such information is not referenced to the information within any other pixel. Otherwise known as a bitmap and/or a static map image, a raster image has no 'intelligence'.
Secure Network	means a computer network which is protected by security policies and procedures to ensure that access to the Licensed Data is limited to Authorised Institutions and Educational Users whether that is through the physical access to the Licensed Data or access through a network.
Security Requirements	means the security requirements set out in Appendix 3 to this Sub Licence Agreement.



Subscription Fee means the subscription fee(s) payable by You to UoE for access to and use of the Licensed Data through the Digimap Service by You and Your Educational Users as set out in Appendix 1 and as may be amended by UoE from time to time.

Vector Image / Format means a representation of the mapping made up of individual, geographic or cartographic features comprising, but not limited to, points, lines, areas and attributes, (including cartographic text), relating to the real world. In contrast to a Raster Image, vector data is a flexible and intelligent form of data which can be edited, modified and scaled without affecting the basic feature itself.

2 Grant and scope of Licence

- 2.1 In consideration of You paying the Subscription Fee to UoE, UoE hereby grants You (an Authorised Institution) a non-exclusive, non-transferable, revocable licence to access and use the Licensed Data through the Digimap Service, and to make the Licensed Data available to Educational Users as part of the Digimap Service, solely for Educational Use and Limited Administrative Use, in accordance with the terms set out in this Sub-Licence Agreement.
- 2.2 You may not access, use, sub-license, distribute or otherwise make the Licensed Data available to any Educational User or third party in any other way or for any purpose other than as expressly set out in this Sub-Licence Agreement.
- 2.3 This Sub-Licence Agreement replaces and supersedes any previous licence agreement regarding the Digimap Service and/or the Licensed Data, and any and all other documents, representations and understanding concerning such subject matter.

3 Permitted Activities

- 3.1 You may allow Educational Users to do any of the following activities as part of their Educational Use or Limited Administrative Use:
- 3.1.1 display, view, manipulate, interrogate, search, retrieve, annotate, and otherwise use the Licensed Data through:
- a) your computer Network;
 - b) one of your Devices; and/or
 - c) the Educational User's own Device(s), which may be on any other computer network.
- 3.2 For the avoidance of doubt, unless otherwise stated or restricted in Clauses 4 and 5, your Educational Users may:
- 3.2.1 create and reproduce the materials / media described in those Clauses in printed form and/or electronic form;
- 3.2.2 create and reproduce electronic mapping images in a Raster Format and/or in a Vector Format; and
- 3.2.3 otherwise carry out those activities specified in the Digimap FAQ Guidance at <https://edina.ac.uk/>
- 3.3 You shall not (and You shall ensure that your Educational Users do not use any Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Licensed Data or any person.

4 Educational Use and Limited Administrative Use

- 4.1 You acknowledge that (and you shall take all reasonable efforts to ensure that) Educational Users may access and use the Licensed Data solely for their Educational Use or Limited Administrative Use. Educational Use and Limited Administrative Use are both defined in Clause 1 above.
- 4.2 If you (or your Educational Users) are in any doubt as to what is permitted and/or not permitted as Educational Use or Limited Administrative Use, please refer to the Digimap FAQ Guidance on the Service website.

5 Obligations and Restrictions

- 5.1 You will pay the Licence Fee(s) to UoE in the amount(s) and upon the terms as set out in Appendix 1.



- 5.2 You shall ensure that the Licensed Data is free at the point of use for Group Educational Users.
- 5.3 You shall not (and you shall take all reasonable efforts to ensure that your Educational Users do not) use the Licensed Data for any commercial purpose or otherwise create any products or services which have benefitted from, relied on or made any use of the Licensed Data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using the Licensed Data).
- 5.4 You shall not (and you shall take all reasonable efforts to ensure that your Educational Users do not) incorporate Licensed Data into any materials, works or products which are likely to cause harassment, alarm or distress to any person or which is illegal, deceptive, misleading, unethical, or otherwise inappropriate.
- 5.5 Where you or an Educational User receives any Licensed Data, or any materials / media incorporating Licensed Data, from another Authorised Institution or Educational User, then you and/or the receiving Educational User's use of such Licensed Data and the relevant materials/media shall be governed by the terms of this sub-Licence Agreement.
- 5.6 You shall use all reasonable technological and security measures, (including without limitation, complying with the Security Requirements and any other measures UoE and/or Ordnance Survey recommend from time to time), to prevent unauthorised access, use and/or exploitation of the Licensed Data by any person, including without limitation your Educational Users, and to ensure that the Licensed Data is only used by you in accordance with the terms of this Sub-Licence Agreement.
- 5.7 You shall, on request, provide UoE, EDINA and/or Ordnance Survey with any information and assistance UoE, EDINA and/or Ordnance Survey may reasonably require:
- 5.7.1 to understand the type and nature of the Educational Use and Limited Administrative Use being carried out by your Educational Users;
 - 5.7.2 for the purposes of analysis of the Digimap Service;
 - 5.7.3 as evidence of compliance with or breach of the terms and conditions of this Sub-Licence Agreement; or
 - 5.7.4 as evidence of an infringement of Intellectual Property Rights;
 - 5.7.5 for the preparation of case studies for marketing and developing the Licensed Data and/or Digimap Service.
- 5.8 You shall record and notify us as soon as You become aware of, or otherwise suspect any of the following:
- 5.8.1 any unauthorised, unusual, or misuse of the Institutional Login which has been assigned to You for use by Your Group Educational Users;
 - 5.8.2 in cases where Group Educational Users are permitted access to the Digimap Service solely through IP address ranges which have been registered by You, any unauthorised access or use of the Licensed Data;
 - 5.8.3 any significant, substantial, or otherwise unusual access or use of the Licensed Data by Educational Users or third parties;
- and give us all reasonably required assistance in investigating, remedying, and/or pursuing any Educational User and/or third party for such unauthorised or unusual access and/or misuse.

6 Ownership and Acknowledgement of Intellectual Property Rights

- 6.1 Subject to Clause 6.2, UoE (or, where applicable, its suppliers) owns or has secured appropriate licences for the Intellectual Property Rights in the Digimap Service.
- 6.2 You hereby acknowledge that all Intellectual Property Rights in the Licensed Data is the property of Ordnance Survey. Accessing and using the Licensed Data and/or the Digimap Service does not give Authorised Institutions and/or Educational Users any ownership of or other interest in any of the Licensed Data and/or the Digimap Service.



6.3 You must take all reasonable efforts to ensure that the following acknowledgement of copyright and database ownership is included in a conspicuous position on any display or reproduction of Licensed Data, in any media. This includes, without limitation, within any mapping images displayed on a Device screen or on screenshots for publication on a social networking website or media sharing website, in compliance with the Ordnance Survey Style Guide:

© Crown copyright and database rights (insert date) OS (Digimap Licence)

The date to be inserted should be the then current year.

6.4 You must not use your own trade marks or branding on or in relation to the Licensed Data.

6.5 You shall:

6.5.1 comply with any instructions or guidelines issued by UoE or Ordnance Survey from time to time with regards to the use of any Ordnance Survey trademark or other branding elements used in or in connection with the Digimap Service;

6.5.2 acknowledge copyright and database right ownership by annotating all on screen images of mapping and other Licensed Data;

6.5.3 not remove any watermark (or other technological marker), or other annotation, visible on any screen images of mapping and other Licensed Data which identifies that such images originate from Ordnance Survey or the Digimap Service;

6.5.4 not remove any Ordnance Survey trademarks, branding, acknowledgements, markers or other notices from any hard copy printouts of Licensed Data which are generated from/using the Digimap Service.

7 Variation

7.1 UoE may modify, enhance, replace, withdraw or make additions to the Licensed Data at its discretion.

7.2 UoE reserves the right to amend this Sub-Licence Agreement at any time. All such changes shall become incorporated into this Sub-Licence Agreement when UoE gives You notice of such change. Such notification may be given to you by post or email or by such other means as UoE deems appropriate in the circumstances.

7.3 If any Licensed Data is removed from the Agreement as a result of a variation under this Clause 9, then, unless you are permitted to retain such Licensed Data under another licence, You shall, within thirty (30) days of such variation: a) destroy (or at UoE's option return) all such removed Licensed Data, in any media, which you hold or are responsible for (including any such Licensed Data embedded in any other material); b) provide, at UoE's request, a sworn statement by a duly authorised person that you no longer hold such Licensed Data; and c) ensure that all affected Educational Users comply with an equivalent obligation (in all cases unless permitted to retain such Licensed Data pursuant to this Agreement).

8 Records and Auditing

8.1 You shall provide evidence of your compliance with any of your obligations under this Sub-Licence Agreement if UoE so request (including without limitation, records kept by you relating to Educational Users). Upon giving reasonable notice, UoE or its appointed representatives may inspect your compliance with this Sub-Licence Agreement and take copies of any related records, and you will provide any reasonable assistance to them in doing so.

8.2 You acknowledge that UoE is required to provide details (including names, addresses and telephone numbers) of all institutions which access the Licensed Data, to Ordnance Survey, for the purposes of monitoring Your dealings with the Licensed Data and enforcing Ordnance Survey's rights. You hereby consent to such provision and use of such details.

9 Term

9.1 Your Sub-Licence Agreement shall come into force on the Commencement Date and it shall remain in full force and effect for 12 months, unless terminated earlier as provided for in Clauses 10 or 11.



10 Automatic Termination of this Sub-Licence Agreement

10.1 Your Sub-Licence Agreement shall terminate automatically if:

- 10.1.1 the legal agreement between UoE and Ordnance Survey which allows UoE to deliver the Licensed Data to Authorised Institutions and Educational Users via the Digimap Service terminates or is suspended for any reason. However, UoE shall make reasonable efforts not to cause the agreement with Ordnance Survey to terminate or be suspended; or
- 10.1.2 at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Licensed Data.

11 Suspension and Termination Rights

11.1 UoE may take such steps as it reasonably considers are necessary, (which may include requiring you to amend your proposed or actual use of the Licensed Data so as to resolve the problem identified; or suspending or terminating the licence granted under this Sub-Licence Agreement immediately on giving you written notice); if it reasonably suspects that:

- 11.1.1 you allow an unauthorised party to use the Digimap Service or the Licensed Data; or
- 11.1.2 your use of the Licensed Data, and/or the Digimap Service, does not fall within UoE's interpretation of Limited Administrative Use, Educational Use or the spirit and intention of supporting education.

11.2 Either party may terminate this Sub-Licence Agreement immediately on giving the other party written notice if:

- 11.2.1 the other party is in breach of any of the terms of this Sub-Licence Agreement and such breach is incapable of being remedied;
- 11.2.2 the other party is in breach of any of the terms of this Sub-Licence Agreement and the breach, being remediable, is not remedied within thirty (30) days from the date of a written request to do so;
- 11.2.3 the other party persistently breaches this Sub-Licence Agreement; or
- 11.2.4 the other party ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, becomes bankrupt, has a receiver, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any equivalent or similar action or proceedings is taken or suffered in any jurisdiction.

12 Effects of Termination

12.1 If your Sub-Licence Agreement is suspended, terminated or expires, for any reason whatsoever, then, subject to Clause 12.2:

- 12.1.1 Your right to access the Digimap Service and Licensed Data is immediately suspended or terminated and You must immediately cease using and providing access to the Licensed Data;
- 12.1.2 you shall immediately disable your Educational Users' access to the Licensed Data within the Digimap Service;
- 12.1.3 you shall within thirty (30) days of such termination destroy (or at UoE's option return) all copies of the Licensed Data within Your possession or control (including any Licensed Data which has been embedded within any other material), and take all reasonable efforts to ensure that all copies in the possession or control of your Educational Users are destroyed (or returned) within thirty (30) days of such termination.

12.2 Any provision of this Sub-Licence Agreement which expressly or by implication is intended to continue in force following termination of this Sub-Licence Agreement shall remain in full force and effect.

13 Warranties, Limitations and Indemnities



- 13.1 You warrant that You have sufficient authority to enter into this Sub-Licence Agreement and be bound by its terms and conditions. You warrant that the Secure Network through which Licensed Data is displayed is configured, and procedures are in place, to prohibit access to the Digimap Service and the Licensed Data by any person other than an Educational User.
- 13.2 You hereby confirm and undertake that You shall be liable for the acts and omissions of Your Educational Users with regard to their use of and access to the Digimap Service and the Licensed Data.
- 13.3 Neither the Digimap Service nor the Licensed Data has been created for any particular Authorised Institution, Educational User or other customer's individual requirements, (whether operationally, functionally, technically, accurately or otherwise). It is therefore Your responsibility to ensure that the Digimap Service and the Licensed Data are fit for Your, and Your Educational Users', intended use or purpose.
- 13.4 The Digimap Service and the Licensed Data are provided on an 'as is' basis and UoE excludes, to the fullest extent permissible by law, all express and implied warranties in relation to the Digimap Service and the Licensed Data, including but not limited to any regarding its accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use, save as expressly set out in this Clause 13. UoE does not warrant that the use of and access to the Digimap Service and the Licensed Data will be uninterrupted or error-free.
- 13.5 Subject to the remainder of this Clause 13, UoE warrants that it is authorised to grant the licences included in this Sub-Licence Agreement.
- 13.6 You shall promptly and without unreasonable delay notify UoE as soon as You become aware of any actual or threatened claims that the Digimap Service or the Licensed Data infringes the Intellectual Property Rights of any third party, and:
- 13.6.1 if requested by UoE, You shall use all reasonable endeavours to cease using (and to ensure that Your Educational Users cease using) any Licensed Data or other part of the Digimap Service which forms the subject of a such claim or dispute and/or accept and use alternative Licensed Data;
 - 13.6.2 shall make no admission relating to the matter which is the subject of the claim or dispute without UoE's prior written consent;
 - 13.6.3 allow UoE and/or Ordnance Survey to conduct and settle all negotiations and proceedings and give UoE and/or Ordnance Survey all reasonable assistance in the matter; and
 - 13.6.4 use all reasonable endeavours to mitigate Your losses.
- 13.7 Notwithstanding anything else in the Sub-Licence Agreement, UoE gives no greater warranty in respect of the Licensed Data than is given to UoE by Ordnance Survey (or, where applicable, its other suppliers) from time to time.
- 13.8 Nothing in this Sub-Licence Agreement shall exclude or limit the liability of either party for death or personal injury to the extent it results from the negligence of that party, or for fraudulent misrepresentation.
- 13.9 Your liability to UoE in respect of any infringement or breach of Intellectual Property Rights by You or any Educational User or other party which has obtained Licensed Data or access to the Digimap Service from You shall be limited to two million pounds (£2,000,000) in respect of any infringement.
- 13.10 Subject to Clauses 13.5 and 13.8, nothing in this Sub-Licence Agreement shall make UoE or Ordnance Survey liable in contract, tort (including negligence, pre-contractual or other representations), or otherwise (including any liability for the acts or omissions of its employees and subcontractors), for any loss or damage suffered by You of whatsoever nature, arising from or in connection with any use of the Digimap Service and Licensed Data, except where such loss or damage is a direct result of the negligence or wrongful acts or omissions of UoE or Ordnance Survey.
- 13.11 Subject to Clause 13.8, nothing in this Sub-Licence Agreement shall make UoE or Ordnance Survey liable in contract, tort (including without limitation negligence, pre-contractual or other representations) or otherwise (including any liability for acts or omissions of its employees and subcontractors), for any loss or damage suffered by You, or Your Educational Users, arising out of or in connection with this Sub-Licence Agreement, for:
- 13.11.1 loss of income;
 - 13.11.2 loss of profits, business or contracts (in each case whether direct or indirect);



- 13.11.3 business interruption;
 - 13.11.4 loss of the use of money or anticipated savings;
 - 13.11.5 loss of information;
 - 13.11.6 loss of opportunity, goodwill or reputation;
 - 13.11.7 loss of, damage to or corruption of data; or
 - 13.11.8 any special, indirect or consequential losses or damages of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 13.12 Subject to Clause 13.8, UoE's total and aggregate liability for all claims made (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) under or in connection with this Sub-Licence Agreement shall be limited to the total Sub-Licence Fees You have paid to UoE under this Sub-Licence Agreement.
- 13.13 UoE shall not be in breach of this Sub-Licence Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Sub-Licence Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.
- 13.14 Subject to Clause 13.9, You shall indemnify and keep indemnified UoE from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us as a result of any default, act or omission of You or Your Educational Users connected with any infringement or alleged infringement (including but not limited to the defence of such alleged infringements) of any Intellectual Property Rights in the Licensed Data and/or in connection with the subject matter of this Sub-Licence Agreement.
- 13.15 Subject to Clause 13.9, You will also indemnify and keep indemnified UoE from and against all costs, expenses, damages, losses or liabilities incurred or suffered by us as a result of Your failure to comply with any of the obligations set out in Clause 5 and/or Appendix 3 (Security Requirements).
- 14 Assignment, subcontracting and sublicensing**
- 14.1 You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Sub-Licence Agreement.
- 14.2 UoE is entitled to assign, transfer or novate the benefits and obligations of this Sub-Licence Agreement to any subcontractor or, in the event of the transfer of all or any of UoE activities or functions to any other entity, to the entity to which UoE functions have been transferred. You expressly agree to the assumption of our obligations under this Sub-Licence Agreement by that entity.
- 15 Entire agreement and Severability**
- 15.1 This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt within them and supersedes any previous agreement between the parties relating to such matters.
- 15.2 The parties acknowledge and agree that in entering into this Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Agreement excludes or limits the liability of either party to the other party for fraud.
- 15.3 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this Agreement which will remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification(s) as may be necessary to make it valid.
- 16 Waiver**



Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement will not constitute a waiver of any other breach or default and will not affect the terms of this Agreement.

17 Notices

17.1 Any notice required to be given for the purposes of this Sub-Licence Agreement shall be given in writing to the following contact details or to such other contact details as the relevant party may notify to the other party from time to time in accordance with this Clause 17:

17.1.1 For UoE, to the Director, EDINA, University of Edinburgh, 3 Lady Lawson Street, Edinburgh, EH3 9DR;
Telephone: 0131 650 3302;
Email: edina@ed.ac.uk.

17.1.2 For an Authorised Institution, to the address and/or contact details provided by you to EDINA

18 Contracts (Rights of Third Parties) Act 1999

With the exception of Ordnance Survey (who shall have the right to enforce the terms of this Sub-Licence Agreement against Authorised Institutions), a person who is not a party to this Sub-Licence Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Sub-Licence Agreement.

19 Jurisdiction and governing law

This Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed by and construed in all respects in accordance with English law. Each party hereby agrees to submit to the jurisdiction of the English courts over any claim or matter arising under or in connection with this Agreement.



Appendix 1 - Fee and Payment Terms

1. By completing the UoE Online Subscription process at <https://edina.ac.uk/digimap-he-subscribing-information>, the Sub-Licensee accepts the terms of this Sub-Licence and accepts that it must pay to UoE the total sum of the charges for the whole term of this Sub-Licence in accordance with the applicable UoE charging band. UoE will invoice the Sub-Licensee annually for the applicable charge as set out below. All prices are exclusive of VAT, which will be payable where applicable.
2. For the avoidance of doubt the term of this Sub-Licence will commence upon the date as set out in the UoE Online Subscription process and will remain in full force and effect until the date of termination as set out in Clause 9.
3. In the event that the Sub-Licensee completes the UoE Online Subscription process during a given year, the Sub-Licensee shall pay UoE that part of the applicable charge which represents the period covering the date as set out in the UoE Online Subscription process up to the date where the next 12 months' subscription period starts. Thereafter the Sub-Licensee will pay to UoE the full applicable charges for subsequent years as and where applicable.

4. Annual subscription prices excluding VAT are:

Type	No of learners	Price per year excl VAT
Primary School	Any	£69
Secondary school	< 604	£86.25
Secondary school	604 – 1659	£120.75
Secondary school	>1660	£143.75

5. Invoices shall be due and payable no later than thirty (30) days after being issued by UoE. Billing information can be found on the UoE website at: <https://www.ed.ac.uk/finance/business/bills>



Appendix 2 – Ordnance Survey Data

The Licensed Data

The Licensed Data shall consist of the following:

- OS MasterMap® Topography Layer
- OS MasterMap® Greenspace
- OS VectorMap® Local
- OS VectorMap® Local Black and White Raster
- OS VectorMap® Local Colour Raster
- OS VectorMap® Local Colour Raster – Backdrop
- OS MasterMap® Integrated Transport Network™ Layer
- OS MasterMap® Water Network
- OS MasterMap® Highways Network
- 1:25 000 Scale Colour Raster



Appendix 3 – Security Requirements

You shall (and you shall ensure that your Educational Users) shall comply with any separate security procedure or process as may be notified to you. In addition, the following shall apply:

1 Educational Users

a) Group Educational Users

You are responsible for

- i) ensuring that your prospective Group Educational Users use a robust authorisation and authentication process, before using the Digimap Service;
- ii) registering with EDINA, providing sufficient information from which You can be identified;
- iii) nominating a named point of contact;
- iv) managing the Institutional Login issued to You;
- v) ensuring that Group Educational Users do not download the Licensed Data.

2 General

- a. To minimise the risk of a session being hijacked by an unauthorised user, EDINA's access system will terminate a session automatically if the Educational User does not interact with the service for a period of 60 (sixty) minutes. Other appropriate technologies and methods may be used by EDINA to minimise this risk where necessary.
- b. You shall make all reasonable efforts to ensure that Educational Users are only permitted to access and use Licensed Data under this Agreement for the duration of their study, training, employment or other association with You.
- c. Where this Agreement expires or terminates for any reason, EDINA shall disable access to, and use of, the Digimap Service from any logins issued to You, or from Your registered devices.
- d. EDINA shall disable any individual or group logins which are compromised and issue replacement passwords/secure login details accordingly.

3 Sectors

a. GB Schools

Where You are a UK school:

- (i) You shall be required to nominate one member of staff as a contact point.
- (ii) You shall be assigned an Institutional Level Login and/or register with EDINA (or facilitate the registration of) the IP address ranges (or other means of authentication) from which Your Group Educational Users will access and use Licensed Data.
- (iii) All school users will become Group Educational Users who shall be granted access to the Licensed Data via the Institutional Login or IP authentication process.

b. British Overseas Schools

Where You provide a service to a Place of Education which is a British Overseas School:

- (i) You shall be required to nominate one member of staff as a contact point;



- (ii) You shall be assigned an Institutional Level Login and/or register with EDINA (or facilitate the registration of) the IP address ranges (or other means of authentication) from which Your Group Educational Users will access and use Licensed Data;
- (iii) All school/college users will become Group Educational Users who shall be granted access to the Licensed Data via the Institutional Login or IP authentication process.

c Other institutions/organisations

Where You are any other Place of Education:

- (i) You shall be required to nominate one member of staff as a contact point.
- (ii) You shall be assigned an Institutional Level Login, and/or register with EDINA (or facilitate the registration of) the IP address ranges (or other means of authentication) from which Your Group Educational Users will access and use Licensed Data.
- (iii) All users from your institution/organisation will become Group Educational Users who shall be granted access to the Licensed Data via the Institutional Login or IP authentication process. You shall ensure that no user is permitted to become an Individual Educational User.



Appendix 4 – Places of Education

The lists referred to in the hyperlinks below provide details of the institutions and places of student learning and teacher training which are recognised by OS as being Places of Education for the purpose of this Sub-Licence.

Part A

GB Schools

<https://get-information-schools.service.gov.uk/>

<http://www.gov.scot/Topics/Statistics/Browse/School-Education/Datasets>

Part B

British Overseas Schools

British Overseas Schools which deliver the National Curriculum and the Curriculum for Excellence may qualify as a Place of Education, provided that:

- a. they are named in the list accessed at the following url:
<https://get-information-schools.service.gov.uk/> ; and
- b. Ordnance Survey has provided its written consent.

Part C

Other Educational Institutions

Registered charities, field study centres and other similar organisations which support the Places of Education referenced in Part A above in the delivery of teaching and learning to their Educational Users, MAY qualify as a Place of Education, provided that:

- a. Ordnance Survey has provided its written approval; and
- b. Such organisations/persons have access to the Digimap Service solely for the delivery to, and support of, Educational Use in the Places of Education referred to in Part A, and not for: (i) any other recipients, or (ii) any internal or other external business, promotional or administrative purposes.

Part D

Ordnance Survey reserves the right to include further 'Places of Education' at its discretion, publishing this list on the Ordnance Survey website from time to time.

Part E

Restrictions

For the avoidance of doubt, persons who are providing home schooling do not qualify as a Place of Education and therefore students being home schooled do not qualify as an Educational Users.