

Ordnance Survey Data for Schools Licence

Licence for Use of Ordnance Survey Data through the Digimap for Schools Service

This end-user licence grants rights for Authorised Institutions (as defined below) to use Ordnance Survey data as set out below as part of the 'Digimap for Schools Service'.

Please note, that where the Authorised Institution is an Eligible Teacher Training Establishment (as defined below), then such establishment is not a proper legal entity for the purposes of entering into a legal agreement, and it is the 'host' UK Higher Education or Further Education Institution which must enter into this Licence on behalf of its Teacher Training Establishment (please see Clause 2.3 regarding the rights granted in such circumstances).

Important – Please read carefully

Your use of the Licensed Data is subject to the terms and conditions in the licence set out below (the **Licence**). Please read them carefully.

By signing up to and accessing the Licensed Data through the Digimap for Schools Service, you indicate your acceptance of this Licence.

If you do not accept the terms of this Licence, you may not access the Licensed Data through the Digimap for Schools Service.

Any use of Ordnance Survey data which is not expressly addressed in this Licence, or which is not expressly permitted, is prohibited. Any such use of Ordnance Survey data may be made only with the express written agreement of Ordnance Survey in a form of a licence for the commercial use of such data, the terms and conditions for which are available on request.

This Licence is granted to you by the JISC and Janet Limited (trading as JISC Collections) (Company number 2881024), a company incorporated in England and Wales and limited by guarantee whose registered office is at Lumen House, Library Avenue, Harwell, Oxford, Didcot, Oxfordshire, OX11 0SG (**JISC Collections**).

JISC Collections are properly authorised to grant you this Licence pursuant to the Agreement for the Supply of Ordnance Survey Data through the Digimap for Schools Service entered into by JISC Collections and Ordnance Survey.

1 Definitions and interpretation

1.1 In this Licence the following expressions have the following meanings:

Expression	Meaning
Authorised Institution	means: <ul style="list-style-type: none">(a) a School which has properly entered into an Ordnance Survey Data for Schools Licence; or(b) an Eligible Teacher Training Establishment, where the UK Higher Education and/or Further Education Institution of whom the Eligible Teacher Training Establishment forms part, has properly entered into:<ul style="list-style-type: none">(i) a Digimap for Universities Sub-Licence Agreement; and(ii) an Ordnance Survey Data for Schools Licence; for as long as such agreement & licence remain in force.

Authorised Users	<p>means pupils, staff members and trainee teachers of your Authorised Institution who are authorised to access your electronic information services.</p> <p>However:</p> <p>(a) pupils, staff members and trainee teachers do not qualify as Authorised Users for the duration of any extended period spent studying or teaching abroad at an overseas campus of an Authorised Institution, where extended period means any period of one academic term or longer;</p> <p>(b) pupils, staff members and trainee teachers who are registered at an overseas campus of an Authorised Institution do not qualify as 'Authorised Users' of that Authorised Institution whilst they are overseas (studying or otherwise), but they will qualify as Authorised Users for the duration of any period spent studying in the UK at the Authorised Institution.</p>
Digimap for Schools Service	<p>means the provision of a service owned and operated by EDINA through which JISC Collections provides authorised institutions with online access to Licensed Data via a web map service.</p>
Digimap for Universities Sub-Licence Agreement	<p>means a licence between JISC Collections and the UK Higher Education and/or Further Education Institution pursuant to which JISC Collections provides the UK Higher Education and/or Further Education Institution with online access to Ordnance Survey Data through the EDINA web map service.</p>
EDINA	<p>means EDINA, the national datacentre at and of the University of Edinburgh.</p>
Educational Use	<p>means for the purpose of teaching and learning, teacher training, educational or academic research or private study under the auspices of your Authorised Institution, including the creation of Teaching Materials to support such educational activities.</p>
Eligible Teacher Training Establishment	<p>means any teacher training institution which is located within a UK Higher Education and/or Further Education Institution and which provides training for the Post Graduate Certificate in Education (PGCE) and is listed as a training provider on the Graduate Teacher Training Registry (GTTR).</p> <p>For the avoidance of doubt, where a teacher training establishment is located within a School, this Ordnance Survey Data Licence for Schools does not distinguish between such establishment and its host School. Such teacher training establishments simply derive their licence to use the Ordnance Survey Data under the host School's licence, by virtue of being part of that School.</p>
Intellectual Property Rights	<p>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.</p>
Licensed Data	<p>means the Licensed Data specified in Schedule 2.</p>
Limited External Use	<p>means the use specified in clause 4.</p>
Ordnance Survey	<p>means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey.</p>
Security Requirements	<p>means the security requirements set out in Schedule 3.</p>

School	means any state, public or independent school in the United Kingdom which is properly authorised as a School by the Department for Education or the Scottish Executive Education Department (or their successors). European schools and further education institutions are not included in this definition.
Teaching Materials	means research conducted by Authorised Users, pupil course notes, learning resources, teaching resources, teacher training materials, conference papers, academic and journal articles, study packs to be used in the course of teaching or learning.
UK Higher Education and/or Further Education Institution	means a higher and/or further education institution in the United Kingdom providing post-compulsory education (distinct from the education offered in secondary schools).
we, us	means JISC Collections.
you, your	means an Authorised Institution which is a customer of the Digimap for Schools Service.

2 Grant of licence

- 2.1 In consideration of your agreement to abide by these licence terms, we, JISC Collections, grant you a non-exclusive, non-transferable, revocable licence to access and use the Licensed Data through the Digimap for Schools Service, solely for Educational Use and Limited External Use as specified below.
- 2.2 Apart from you and your Authorised Users, no person, firm, or organisation shall have any rights under this Licence.
- 2.3 Where you are a UK Higher Education or Further Education Institution entering into this Licence on behalf of your internal Teacher Training Establishment, then the rights granted under this Licence are granted solely for the benefit of the named Teacher Training Establishment and no other department, branch, directorate, executive agency or division of you shall have any rights whatsoever under this Licence (and sub-clause 2.2 and any references to 'you' and 'your' should be read accordingly).
- 2.4 Any obligation in this document in respect of the Authorised Institution shall, where relevant, also apply to your Authorised Users.
- 2.5 This Licence does not give you any right to sublicense, distribute, sell or otherwise make Licensed Data available to third parties other than as expressly permitted in this licence.
- 2.6 We reserve the right to modify, replace, withdraw or make additions to the Licensed Data in any way whatsoever as we may determine in our discretion, provided that we shall not withdraw any Licensed Data already accessed by you and saved electronically or printed off in paper format.

3 Educational Use

- 3.1 In using the Licensed Data for Educational Use you may (and you may allow your Authorised Users to):
 - 3.1.1 search, retrieve, save, display and view the Licensed Data using the Digimap for Schools Service;
 - 3.1.2 create, copy and save Teaching Materials in printed or electronic form;
 - 3.1.3 publish electronic versions of Licensed Data and Teaching Materials on your Authorised Institution's secure intranet;
 - 3.1.4 incorporate the Licensed Data in printed or electronic form in assignments and portfolios, theses and coursework; and
 - 3.1.5 provide any of the materials created under this clause 0 to external educational assessors or examiners.

4 Limited External Use

- 4.1 In addition to Educational Use, you may use the Licensed Data to generate a map which is displayed on your website or made available in print form, and demonstrates one or more of the following:
- 4.1.1 the location of your premises or other fixed assets you lease, own or manage;
 - 4.1.2 the location of an event organised by your Authorised Institution up to and for the duration of the event;
 - 4.1.3 directions or routes (which are not specific to any particular third party) to your premises in clause 0, or the event in clause 0; or
 - 4.1.4 the scope of any catchment area, travel area (including safer routes to school initiatives) or other areas of operation relating to your Authorised Institution.
- 4.2 You may also use the Licensed Data to generate a map:
- 4.2.1 for display on your external website as part of your Teaching Materials;
 - 4.2.2 for educational events involving external educational-related organisations (without limitation charities, local museums and libraries) with which Authorised Users are involved as part of their teaching or studies; or
 - 4.2.3 in presentations by Authorised Users at a seminar, conference or workshop, or other similar activity.
- 4.3 Any map generated for external display in accordance with clauses 0 or 0 shall:
- 4.3.1 be in a raster format, and you shall use reasonable endeavours to prevent third parties from being able to edit the map or extract Licensed Data from the map;
 - 4.3.2 not be of a larger scale or area and shall not contain a larger number of features than is reasonable for it to fulfil its function;
 - 4.3.3 include additional information on or with the map to facilitate the purpose in clause 0 or 0.
- 4.4 Nothing in this Licence shall affect any statutory right available to you and your Authorised Users under the Copyright, Designs and Patents Act 1988 or the Copyright (Visually Impaired Persons) Act 2002, or any amending legislation.
- 4.5 You shall not receive any direct payment, credit or money's worth as a result of allowing third parties to access, view or use any map generated in accordance with this Clause 0, or otherwise.

5 Your Obligations

- 5.1 You shall:
- 5.1.1 not use the 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;
 - 5.1.2 use appropriate technological and security measures, including without limitation the security measures and procedures set out in Schedule 3 and any measures we recommend from time to time, to ensure that all Licensed Data which you hold or are responsible for are secure from unauthorised use or access and are only used in accordance with the terms of this Licence;
 - 5.1.3 on request, provide us with any information we may reasonably require to understand the type and nature of the Educational Use carried out by your Authorised Institution, and the Authorised Users' use of the Licensed Data. We may, without limitation, use examples of use for the preparation of case studies for marketing and developing the Licensed Data.

6 Fee

- 6.1 You shall pay an annual fee to JISC Collections for the Licence in the amount and upon the terms set out in Schedule 1.

7 Trade Marks and rights acknowledgement

- 7.1 You must ensure that the following acknowledgement is displayed on all copies of Licensed Data:
'Ordnance Survey © Crown Copyright and Database Right 20yy [insert date on which the map was produced]. An Ordnance Survey/EDINA supplied service.
- 7.2 You shall not remove any copyright statements or Ordnance Survey logos which appear on-screen or on any print-outs you make using the Licensed Data.
- 7.3 You may not use any Trade Marks except to acknowledge Ordnance Survey or the use of Licensed Data, and in the case of Limited External Use will use the correct ® or TM symbols with any Trade Marks, as shown in Schedule 2.

8 Variation

- 8.1 We reserve the right to amend this Licence at any time. All such changes shall become incorporated into this Licence when we give you notice of such change.
- 8.2 If you do not find the changes made in accordance with Clause 8.1 acceptable, you may, within thirty (30) days of such notice, terminate this Licence.

9 Auditing

Upon giving reasonable notice, Ordnance Survey and any of its appointed representatives have the right to inspect your compliance with the Licence terms and to take copies of any necessary records and you will make reasonable provision to assist us.

10 Term and Termination

- 10.1 This Licence shall commence on 1 January 2012 and will remain in force until 31 August 2017 unless terminated earlier as provided for in this Clause 10.
- 10.2 You or JISC may terminate this Agreement on 31 August in any year of this Agreement by giving the other party at least sixty days' notice to that effect.
- 10.3 This Licence shall terminate immediately on termination (for whatever reason) of the Digimap for Schools Service.
- 10.4 JISC Collections may terminate this Licence without notice on the happening of any one of the following events:
- 10.4.1 if you are in material breach of any of the terms of this Licence;
 - 10.4.2 if you purport to authorise the use of the Ordnance Survey's Intellectual Property Rights by an unauthorised third party;
 - 10.4.3 if the parties are in dispute over any rights in or use of Intellectual Property Rights;
 - 10.4.4 if at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Licensed Data; or
 - 10.4.5 you are unable to pay your debts within the meaning of Section 123 of the *Insolvency Act 1986*, cease to carry on business, have a receiver, administrative receiver, administrator or similar officer appointed over all or any part of your assets or undertaking, make an assignment for the benefit of, or a composition with, your creditors generally or another arrangement of similar import, commit an act of bankruptcy or go into liquidation or are the subject of a petition for bankruptcy or a winding-up order otherwise than for the purposes of a bona fide amalgamation or reconstruction.

11 Effects of termination of this Licence

- 11.1 Upon termination of this Licence, you may retain electronic and printed copies made by you or Authorised Users in compliance with this Licence during the term for use for the purposes specified in clauses 0 or 0 only.
- 11.2 Any provision of this Licence which expressly or by implication is intended to continue in force following termination of this Licence shall remain in full force and effect.

12 Warranties

- 12.1 You warrant that you have sufficient authority and ability to enter into and perform your obligations under this Licence and that your Authorised Institution is a properly authorised institution and complies with the definition of the same set out in this Agreement.
- 12.2 We warrant that we are authorised by Ordnance Survey to grant licences to use such Licensed Data on the terms of this Licence.
- 12.3 Licensed Data has not been created for any particular customer's or your own requirements, whether operationally, functionally, technically, accurately or otherwise. It is your responsibility to ensure that Licensed Data are fit for your intended use or purpose.
- 12.4 We exclude, to the fullest extent permissible by law and except as expressly stated in this Clause 12, all warranties, conditions, representations or terms, whether express or implied by common law, statute or otherwise including, but not limited to, any regarding the accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use of Licensed Data.

13 Liabilities and indemnities

- 13.1 Subject to Clause 13.2, neither we, nor Ordnance Survey, accept responsibility or liability whether in contract, tort (including negligence), strict liability or otherwise for any loss or damage of whatsoever nature arising from any use of the Licensed Data.
- 13.2 Neither you nor we exclude liability for:
- 13.2.1 death or personal injury to the extent it results from negligence, or that of your or our employees or agents in the course of their engagement hereunder; or
- 13.2.2 fraud.
- 13.3 Subject to Clauses 13.2, the total and aggregate liability of JISC Collections for all claims made (whether in contract, tort, including negligence and breach of statutory duty, or otherwise) under or in connection with this Licence shall be limited to an amount equal to the total amount that you have paid to JISC Collections under this Licence.
- 13.4 You will be liable for and will indemnify and keep us and Ordnance Survey (together with our employees, directors, subcontractors and agents) indemnified from and against any and all claims, demands, proceedings, costs, charges, damages, loss and liability whatsoever incurred or suffered by us whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against us by reason of the infringement by you or anyone under your control of any of Intellectual Property Rights in the Licensed Data.

14 Events outside anyone's control

Neither we, you, or Ordnance Survey will be responsible for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the affected party. In such circumstances the affected party will notify the other of any such likelihood as soon as possible. The affected party (or parties) shall be allowed a period of thirty (30) days to carry out its obligations in these circumstances.

15 Assignment, subcontracting and sublicensing

- 15.1 You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Licence.
- 15.2 We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

16 Entire agreement

The parties agree that this Licence and any documents referred to in it constitute the entire agreement and understanding between the parties, including Ordnance Survey, concerning the subject matter of this Licence. This Licence supersedes all understandings, representations and agreements made between the parties concerning such subject matter. However neither party seeks to exclude liability for any fraudulent misrepresentations.

17 Waiver

- 17.1 The waiving (which must be in writing and signed by an authorised representative of the relevant party) on a particular occasion by either party of rights under this Licence does not imply that other rights will be waived.
- 17.2 If a party has a right arising from the other party's failure to comply with an obligation under this Licence and delays in exercising or does not exercise that right, such delay in exercising or failure to exercise is not a waiver of that right or any other right.

18 Severability

Each term of this Licence is a separate term and is intended to stand alone. Should any provision of this Licence be held to be invalid or unenforceable, such provision shall be severed from the remainder of this Licence, which will continue to be valid and enforceable to the fullest extent permitted by law.

19 Further assurance

The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by this Licence.

20 Notices

- 20.1 Any notice required to be given for the purposes of this Licence shall be given in writing by sending the notice by either:
- 20.1.1 prepaid first-class post;
 - 20.1.2 recorded delivery;
 - 20.1.3 email (in the case of a notice by us only);
 - 20.1.4 facsimile; or
 - 20.1.5 delivery by hand:

if to JISC Collections:

Lorraine Estelle CEO
JISC Collections & Janet Limited
Brettenham House
5 Lancaster Place
LONDON
WC2E 7EN

email: l.estelle@jisc.ac.uk

if to Ordnance Survey:

Corporate Responsibility Manager email: elaine.owen@ordnancesurvey.co.uk
Ordnance Survey Fax: 0845 0990 494
Explorer House
Adanac Drive
SOUTHAMPTON
SO16 0AS

If to EDINA:

The Director email: edina@ed.ac.uk
EDINA Fax: 013 1650 3308
Causewayside House
160 Causewayside
Edinburgh
SCOTLAND
EH9 1PR

21 Contracts (Rights of Third Parties) Act 1999

Apart from the Controller of Her Majesty's Stationery Office, Ordnance Survey and EDINA, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22 Jurisdiction and governing law

- 22.1 This Licence will be governed by and construed in accordance with English law.
- 22.2 Both parties confer exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Licence.

Schedule 1 Fee and Payment Terms

	Number of learners	subscription to 31 August 2012 (see notes below)
Primary schools	Any	£69
Secondary schools	up to 604	£86.25
	604-1 659	£120.75
	1 660-2 499	£143.75

Pricing is exclusive of VAT, and applies for subscriptions to 31 August 2012. Pricing for the period after 31 August 2012 will be reviewed by the parties on an annual basis.

The fees for Eligible Teacher Training Establishments will be covered by the fee that is payable by their host UK Higher Education and/or Further Education Institution (no additional fees are required).

Schedule 2 Licensed Data

Licensed Data

Licensed Data consists of the products below. Additional products may be added at EDINA's option.

- OS MasterMap® Topography Layer
- 1:10 000 Scale Colour Raster
- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster

OS OpenData

The following OS OpenData datasets may also be included in the Digimap for Schools Service. These are not subject to the restrictions of this Agreement, but are licensed under OS OpenData Licence Terms available at www.ordnancesurvey.co.uk:

- 1:250 000 Scale Colour Raster
- 1:50 000 Scale Gazetteer
- Boundary-Line™
- MiniScale®
- Code-Point® Open

Schedule 3 Security Requirements

Please note that any obligation in this document on the Authorised Institution applies in the same manner to the Authorised User.

1 Responsibilities

- 1.1 The Authorised Institution will formally appoint a named contact (Primary Contact) who will be responsible for the Authorised Institution's access to the Licensed Data (via the Digimap for Schools Service) and the Authorised Institution shall notify EDINA (through JISC Collections) of such appointment and any subsequent changes to that appointment.
- 1.2 The Primary Contact will be the first point of contact for the Digimap for Schools Service for both JISC Collections (and EDINA) and the Authorised Institution.
- 1.3 The Primary Contact shall be responsible for ensuring that the Authorised Users use the Licensed Data strictly under the terms of the Authorised Institutions [licence] and shall inform JISC Collections and EDINA if the Primary Contact suspects any security breaches or weaknesses or if any incidents of misuse of the Licensed Data comes to their attention.
- 1.4 In the event of any breach the Primary Contact shall ensure that the Incident Procedure set out in clause 3 is followed.

2 User Registration

- 2.1 The Authorised Institution shall ensure that only Authorised Users have access to the Licensed Data.
- 2.2 The Authorised Institution shall register with EDINA and JISC Collections.
- 2.3 EDINA shall collect any user names or other personal data in accordance with the Data Protection Act 1998. JISC Collections shall ensure that it only stores this information to provide Authorised Users with access to the Licensed Data.
- 2.4 The Authorised Institution shall maintain a roll of Authorised Users

3 Incident Procedures

- 3.1 Where a suspected incident of misuse of the Licensed Data is detected by an Authorised Institution or Authorised User, the Authorised Institution shall notify EDINA as soon as possible, providing full details of the incident.
- 3.2 Where a suspected incident of misuse of the Licensed Data is detected other than by the Authorised Institution EDINA will notify the Authorised Institution's Primary Contact as soon as possible.
- 3.3 EDINA shall maintain a register of all suspected incidents of misuse of the Licensed Data.

4 Resolution of Incidents

- 4.1 When notified of a suspected security incident the Authorised Institution and the Primary Contact will provide JISC Collections and EDINA with all reasonable help and assistance with finding and containing the security breach.
- 4.2 If appropriate, EDINA will cease providing the Digimap for Schools Service to the Authorised Institution until the security breach is solved. In the first instance, and if it is appropriate to do so, EDINA will change the login credentials and notify the Primary Contact that this has been done.
- 4.3 Should the incident not be resolved satisfactorily, or in the event of repeated breaches, the Ordnance Survey Data for Schools Licence for the Authorised Institution shall be suspended or terminated.
- 4.4 Examples of where the Ordnance Survey Data for Schools Licence shall be terminated are where:
 - (a) significant abuse has actually taken place and is likely to continue;

- (b) the incident represents an unacceptable risk to the Licensed Data and will take significant time to resolve;
- (c) the Authorised Institution has failed to provide clear evidence of adequate remedial action within a reasonable period of time;
- (d) there is evidence of a repeated lack of commitment within the Authorised Institution to apply agreed security procedures.
- (e) following an on site examination by JISC Collections (or EDINA), the Authorised Institution fails to show satisfactory evidence that the reasons for the security incident have been properly resolved.

4.5 If JISC Collections in collaboration with EDINA reasonably decides to suspend or terminate the Digimap for Schools Service, then:

- (a) all access to the Digimap for Schools Service and Licensed Data shall be suspended or terminated for all Authorised Users at the relevant Authorised Institution.
- (b) JISC Collections shall place a moratorium on the continued use of Licensed Data, the Digimap for Schools Service or outputs from the Digimap for Schools Service and ensure that Authorised Users within that Authorised Institution are aware that any continued use would be in breach of the terms of this Agreement.

5 Suspension Period and Re-instatement

5.1 In the event that the Digimap for Schools Service is suspended in accordance with paragraph 4, JISC Collections (through EDINA) will support the Primary Contact to implement an agreed action plan to resolve the security problem. The Primary Contact will provide weekly reports on the implementation progress.

5.2 If and when the corrective action is taken and the security problem is resolved satisfactorily, the Digimap for Schools Service shall be reinstated.

6 Termination

If the offending Authorised Institution is found not to have resolved the security problem to the satisfaction of EDINA and JISC Collections or the offending Institution is subject to repeated security issues and such security problems cannot be remedied, then the Authorised Institution will be deemed to have been in material breach of its obligations under its Ordnance Survey Data for Schools Licence and JISC Collections will terminate its access to the Licensed Data.