

This end-user licence grants rights for Schools (“You”) to use National Library of Scotland (“NLS”) Historic Data as set out below as part of the Digimap for Schools Service (“the Use”).

1. Definitions in this agreement

- 1.1 “Historic Data” means Ordnance Survey One-Inch to the mile series map data provided by NLS to the Digimap for Schools Service and consisting of (i) for England and Wales, the ‘OS One-Inch Revised New Series 1895-1899’, (ii) for Scotland, the ‘One-Inch Map of Scotland, 2nd edition 1896/1898’ and (iii) for Great Britain, the ‘OS One Inch 7th series, 1952-61’.
- 1.2 “The Service” means the Digimap for Schools service operated by the University of Edinburgh acting through Edina.
- 1.3 “The Digimap for Schools Sub-Licence” means the Ordnance Survey Collection Sub-Licence Agreement relating to the Service, which can be found here:
<http://digimapforschools.edina.ac.uk/schools/login/termsfuse.pdf>
- 1.4 “Educational User” is defined as the term is defined in the Digimap for Schools Sub-Licence.
- 1.5 “Licenced Data” is defined as the term is defined in the Digimap for Schools Sub-Licence.
- 1.6 “Place of Education” is defined as the term is defined in the Digimap for Schools Sub-Licence.

2. Licence to use Historic Data

- 2.1 You may use the NLS Historic Data as part of the Service for the Use, subject to the terms laid out clauses 3 and 4 below. You shall not use the Historic Data for any purpose not connected directly to the Use or the Service, any purpose which breaches the terms of sections 3 or 4 below, or for any commercial purpose. You may not licence or sub-licence the Historic Data.

3. Educational Use

- 3.1 The terms of this section 3 are aligned with the terms laid out in the Digimap for Schools Sub-Licence.
- 3.2 You and your Educational Users may use the Historic Data 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 any activities that a fair minded and reasonable person would consider falls within the spirit and intention of ‘Educational Use’.

4. Limited Administrative Use

- 4.1 The terms of this section 4 are aligned with the terms laid out in the Digimap for Schools Sub-Licence.

4.2 In addition to the permissions outlined in section 3, you and your Educational Users may make fair and reasonable use of the Historic Data to show the location and extent of a Place of Education, any of its other fixed assets, and/or the location of, and directions to, an event organised by it.

4.2.1

4.3 Nothing in this Licence shall affect any statutory right available to you or your Educational Users under the Copyright, Designs and Patents Act 1988 or the Copyright (Visually Impaired Persons) Act 2002, or any amending legislation.

4.4 You or your Educational Users 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 4, or otherwise.

5. Term

5.1 Notwithstanding the provisions of sections 6, 8, and 10 below, the term of this licence shall be from the date on which You first access the Service containing the Historic Data to the date on which the licence is superseded by a new end-user licence agreed by all parties. By accessing or using the Historic Data or the Service and Licenced Data containing the Historic Data you agree to abide by the terms of this licence for duration of the term as outlined in this section 5.

6. Termination

6.1 NLS shall be entitled forthwith to terminate this licence by written notice to You if You or your Educational Users commit any material breach of any of the provisions of this licence and, in the case of a breach which is capable of remedy, fail to remedy the same within thirty days after receipt by You of a written notice giving full particulars of the breach and requiring it to be remedied.

7. Entire Agreement

7.1 This licence in 11 sections constitutes the entire agreement between the parties and supersedes all previous communications and agreements including any and all pre-contractual representations (except for fraudulent representations) between the parties with respect to the subject matter of this licence.

8. Force Majeure

8.1 Neither party shall be liable or be deemed to be in default for any total or partial failure to perform or fulfil its obligations under this licence by reason of force majeure, namely, events or circumstances beyond the reasonable control of that party, including, but not limited to, acts of God, acts of civil or military authority, war, fire, explosion, flood, sabotage, embargo, riot, civil commotion, strikes and lockouts.

9. Notices

9.1 Any notices which either party may be required to give to the other shall be sufficiently served if given in writing and sent by first class post, to the address of that party set out herein or to such other address as may be notified in writing by that party for this purpose. Notices shall be deemed to have been given two business days after the date of posting.

10. Severability

10.1 If and to the extent that any of the terms or provisions of this licence shall be determined to be invalid, unlawful or unenforceable, then such term or provision shall to that extent be deemed not to form part of this licence and accordingly shall be deleted from the remaining terms and provisions of this licence which shall continue to be valid, subsisting and enforceable between the parties to the maximum extent lawfully possible.

11. Jurisdiction and Governing Law

11.1 This licence shall be governed by the laws of Scotland and all disputes arising in any way out of or affecting this Agreement shall be subject to the exclusive jurisdiction of the Scottish Courts, to which the parties agree to submit.