

Licence for the Use of Ordnance Survey Data in Further Education Institutions Through the Digimap for Colleges Service

This is a licence which grants rights for Authorised Institutions and their Authorised Users (as defined below) to use Ordnance Survey mapping data (as set out below) as part of the 'Digimap for Colleges Service'.

The Licence is granted to you, an Authorised Institution, by Jisc Collections and Janet Limited, (trading as Jisc Collections), a company incorporated in England & Wales and limited by guarantee (company registration number 2881024), whose registered office is situated at Lumen House, Library Avenue, Harwell Oxford, DIDCOT, Oxfordshire, OX11 0SG (referred to as **us, our, we** or **Jisc Collections**).

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' 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

You and your Authorised Users use of the Ordnance Survey data (the **Licensed Data**) is subject to the terms and conditions set out below (the **Licence**). Please read them carefully and ensure that your Authorised Users are made aware accordingly.

By signing up to and accessing the Licensed Data through the Digimap for Colleges 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 Colleges 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 pursuant to an agreement between Jisc Collections and Ordnance Survey to allow Jisc Collections to deliver Ordnance Survey maps and mapping data via an on demand web map and data delivery and download service.

Ordnance Survey is the national mapping agency of Great Britain.

On 1st December 2012, Jisc Collections became the trading name of Jisc Collections and Janet Limited (a Jisc Group company). Prior to this date Jisc Collections was the trading name of the Jisc Content Procurement Company Limited, a company set up in 2006 by the UK funding bodies to (1) carry on from the UK funding bodies all or any of the businesses of establishing, managing and providing access to the UK learning community and to acquire and grant licences for access and use of learning material for the advancement and benefit of the UK learning community; (2) acquire and grant licences for access and use of electronic resources for the community of bodies and institutions engaged in the provision or support of education, learning and/or research in the UK and elsewhere in the world. On 1st December 2012, Jisc Collections and Janet Limited replaced the Jisc Content Procurement Company Limited in undertaking this role.

Jisc Collections is collaborating with EDINA, the Jisc designated centre for digital expertise and online services delivery, which is based in the University of Edinburgh, to create, host, deliver and maintain the Digimap for Colleges Service through which the Ordnance Survey data is delivered to you.

1 Definitions and interpretation

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

Expression	Meaning
Academic Year	means a year commencing on 1st August and ending on 31 July of the following year.
Authorised Institution, you, your	means a Further Education Institution which has registered with Jisc Collections to use the Licensed Data by entering into this Licence, for as long as the Licence remains in force.
Authorised User(s)	means registered students and staff members of your Authorised Institution who are authorised to access your electronic information services. However: a) students and staff members 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; b) students and staff members 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.
Commencement Date	means the date that you first click 'I Accept' or exercise any of the rights granted hereunder, whichever is the earlier.
Digimap for Colleges Service	means the web map service provided by EDINA via a Secure Network through which Authorised Institutions can access the Licensed Data.
EDINA	means the Jisc designated centre for digital expertise and online service delivery, which is based in the University of Edinburgh, (located at Causewayside House, 160 Causewayside, EDINBURGH, Scotland, UK, EH9 1PR).
Educational Use	means use for the purpose of teaching and learning, teacher training, educational or academic research and/or private study within, or in connection with, an Authorised Institution, including the creation of Teaching Materials to support such educational activities.
Eligible Teacher Training Establishment	means any teacher training institution within a 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).
Further Education Institution(s)	means a further education institution in the United Kingdom providing post-compulsory education, (distinct from the education offered in secondary schools) as listed at the following url: https://www.jisc-collections.ac.uk/Help-and-information/JISC-Banding/FE-banding-list/

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.
Licensed Data	means the Ordnance Survey Data listed in Part A of Schedule 1; any and all other Ordnance Survey Data which Jisc Collections makes available to you and your Authorised Users through the Digimap for Colleges Service; and any and all updates, revisions and amendments to such Ordnance Survey Data, but excluding OS OpenData.
Limited Administrative Use	means limited use of the Licensed Data for your internal administrative purposes as more particularly described in Clause 4.
Ordnance Survey	means the Secretary of State for Business, Innovation and Skills acting through Ordnance Survey.
Ordnance Survey Data	means data which Ordnance Survey owns (or is covered by Ordnance Survey's delegation of authority from the Controller of Her Majesty's Stationery Office) or which it licenses from a third party.
Ordnance Survey Website	means the website http://www.ordnancesurvey.co.uk , or such other replacement website from time to time.
OS OpenData	means the data identified in Part B of Schedule 1 being data that Ordnance Survey owns (or is covered by Ordnance Survey's delegation of authority from the Controller of Her Majesty's Stationery Office).
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 Authorised Users whether that is through the physical access to the Licensed Data or access through a network.
Security Incident Log	has the meaning set out in Clause 4.1 of Schedule 2.
Site Representative	has the meaning set out in Clause 2.2 of Schedule 2.
Security Requirements	means the security requirements set out in Schedule 2 to this Licence.
Teaching Materials	means research conducted by Authorised Users, student 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.
Trade Marks	means Ordnance Survey's trade marks (whether registered or unregistered) including, without limitation, the names Ordnance Survey and OS, the OS logo, and the product and brand names listed in Schedule 1.

2 Grant of licence

- 2.1 In consideration of you agreeing to abide by these terms, Jisc Collections, hereby grants you, and your Authorised Users, a non-exclusive, non-transferable, revocable licence to access and use the Licensed Data through the Digimap for Colleges Service, solely for Educational Use and Limited Administrative Use as specified below.

- 2.2 This licence is limited specifically to the rights granted herein and subject always to the obligations, restrictions and Security Requirements set out herein. You may not access, use, sub-license, distribute or otherwise make the Licensed Data available to any Authorised User or third party in any other way or for any purpose other than as expressly set out in this Licence.
- 2.3 Apart from you and your Authorised Users, no person, firm, or organisation shall have any rights under this Licence. Any obligation in this document in respect of the Authorised Institution shall, where relevant, also apply to your Authorised Users.
- 2.4 Where you are a 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 any references to 'you' and 'your' should be read accordingly).
- 2.5 For the avoidance of doubt, OS OpenData is governed by separate licence terms which are published at <http://www.ordnancesurvey.co.uk/docs/licences/os-opendata-licence.pdf>. The terms set out in this Licence shall not apply to OS OpenData or any use of it by Authorised Institutions or Authorised Users.
- 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 Colleges Service;
 - 3.1.2 attach additional information (i.e. text, graphics, photographs and other data) on or alongside the Licensed Data;
 - 3.1.3 create, copy and save Teaching Materials in printed or electronic form;
 - 3.1.4 publish electronic versions of Licensed Data and Teaching Materials on your Authorised Institution's secure intranet;
 - 3.1.5 incorporate the Licensed Data in printed or electronic form in assignments and portfolios, theses and coursework; and
 - 3.1.6 provide any of the materials created under this clause 3 to external educational assessors or examiners.

4 Limited External Use

- 4.1 In addition to Educational Use, you may incorporate the Licensed Data into mapping images which are displayed on your website or made available in print form, and demonstrates one or more of the following purposes:
- 4.1.1 the extent and/or location of your campus and other fixed assets that are leased, owned or managed by you;
 - 4.1.2 the location of an event organised by your Authorised Institution (which for the avoidance of doubt may be premises other than your campus);
 - 4.1.3 directions and/or routes to the premises referred to in sub-clause 4.1.1 or the event referred to in sub-clause 4.1.2;
 - 4.1.4 to promote or advertise the Digimap for Colleges Service.

- 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 Teaching Materials or other mapping images which are, or are likely to be distributed or otherwise made available externally and/or to persons who are not Authorised Users (including but without limitation by way of publication on the world wide web), shall:
- 4.3.1 be in Raster Format;
 - 4.3.2 be no larger (in scale, coverage area, amount of features) than is reasonably necessary to fulfil the purpose for which the map is being used;
 - 4.3.3 include additional information on/alongside/with the map which facilitates the purpose for which the map is being used.
- 4.4 You are permitted to incorporate advertising, promotional content and/or sponsorship or business endorsement into the literature and publications referred to in this Clause 4.

5 Your Obligations and restrictions

- 5.1 Subject to Clause 4, you and your Authorised Users are not entitled to use the Licensed Data for, or in connection with, the estate management or other internal administration and running of an Authorised Institution (or any other business or organisation).
- 5.2 Subject to Clause 5.3, or as otherwise agreed with Ordnance Survey, you must not, and you must take all reasonable efforts to ensure that your Authorised Users do not, display, distribute or otherwise use the Licensed Data (or any materials / media incorporating the Licensed Data) on any social networking or media sharing websites.
- 5.3 You and your Authorised Users are permitted to incorporate images of Licensed Data, for the sole purpose of demonstrating the use of the Digimap for Colleges Service:
- 5.3.1 into video clips for publication on YouTube; or
 - 5.3.2 as screenshots taken from the Digimap for Colleges Service published on the Authorised Users Twitter feed
- subject always to you and your Authorised Users complying with Clause 7.3 and with the terms of use for both YouTube and Twitter and Ordnance Survey having the right in its absolute sole discretion to require any such publications to be taken down.
- 5.4 Unless agreed with Ordnance Survey otherwise, and other than expressly set out in Clause 4.4, you must not, and you must take all reasonable efforts to ensure that your Authorised Users do not, incorporate Licensed Data into any works which:
- 5.4.1 carry any paid for or free advertising, (whether banner adverts, key word adverts, pop-up adverts or otherwise);
 - 5.4.2 include promotional content;
 - 5.4.3 include sponsorship or business endorsement;
 - 5.4.4 solicit donations and resources in kind for charitable, non-profit making, community or volunteer groups or purposes.

- 5.5 You must not, and you must take all reasonable efforts to ensure that your Authorised Users do not, incorporate Licensed Data into any material which is likely to cause harassment, alarm or distress to any person or which is illegal, deceptive, misleading, unethical, or otherwise inappropriate.
- 5.6 You must not, and you must take all reasonable efforts to ensure that your Authorised Users do not, use any Licensed Data, or cause it to be used, for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of the Licensed Data, Jisc Collections, EDINA, Ordnance Survey or any person.
- 5.7 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 Licence.
- 5.8 You shall use all reasonable technological and security measures, (including without limitation, complying with the Security Requirements and any other measures Jisc Collections 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 Authorised Users, and to ensure that the Licensed Data is only used by you in accordance with the terms of this Licence and by Authorised Users.
- 5.9 You shall, on request, provide Jisc Collections, EDINA and/or Ordnance Survey with any information and assistance Jisc Collections, EDINA and/or Ordnance Survey may reasonably require:
- 5.9.1 to understand the type and nature of the Educational Use and Limited Administrative Use being carried out by you and your Authorised Users;
 - 5.9.2 for the purposes of analysis of the Digimap for Colleges Service;
 - 5.9.3 as evidence of compliance with or breach of the terms and conditions of this Licence; or
 - 5.9.4 as evidence of an infringement of Intellectual Property Rights;
 - 5.9.5 for the preparation of case studies for marketing and developing the Licensed Data and/or Digimap for Colleges Service.

6 Licence Consideration

In consideration of you agreeing to abide by these terms, JISC Collections grants you the rights set out in this Licence to access and use the Digimap for Colleges Service and Licensed Data without charge.

7 Trade Marks and rights acknowledgement

- 7.1 Subject to Clause 7.2, Jisc Collections or EDINA (or, where applicable, either of their suppliers) owns or has secured appropriate licences for the Intellectual Property Rights in the Digimap for Colleges Service. Accessing and using the Digimap for Colleges Service does not give Authorised Institutions and/or Authorised Users any ownership of or other interest in any of the Digimap for Colleges Service.
- 7.2 The Crown (or, where applicable, Ordnance Survey's suppliers) owns the Intellectual Property Rights in the Licensed Data. Accessing and using the Licensed Data does not give Authorised Institutions and/or Authorised Users any ownership of or other interest in any of the Licensed Data.
- 7.3 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 (including on screenshots for publication on Twitter feeds):

© Crown Copyright and Database Right [insert date]. Ordnance Survey (Digimap Licence)

The date to be inserted should be the then current year. So for example if the Licensed Data is accessed/used in hard copy materials on 18 September 2014, then the date to be inserted is '2014'.

7.4 You must not (nor may you permit others to) tamper with, obscure, or remove any Intellectual Property Rights protection measures which appear on-screen on the Digimap for Colleges Service or on any print-outs made using the Licensed Data. Protection measures include copyright and database acknowledgements, Trade Marks, trade mark notations ® and TM and any other Ordnance Survey or third party logos or proprietary notices.

8 Variation

8.1 Jisc Collections may modify, enhance, replace, withdraw or make additions to the Licensed Data at our discretion, including withdrawal of the whole of an Ordnance Survey Dataset.

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

8.3 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

9.1 You shall provide evidence of your compliance with any of your obligations under this Licence if Jisc Collections so request. Upon giving reasonable notice, Jisc Collections or Ordnance Survey or any of their appointed representatives may inspect your compliance with this Licence and take copies of any related records, and you will provide any reasonable assistance to them in doing so.

10 Term

10.1 Your Licence shall come into force on the Commencement Date and it shall remain in full force and effect until the end of the then current Academic Year, unless terminated earlier as provided for in Clauses 11 to 12.

10.2 This Licence shall be renewed automatically for a period of twelve (12) months at the end of the current Academic Year, and any subsequent Academic Year, unless you give us prior written notification that you wish to terminate the Licence pursuant to Clause 12.3.

11 Automatic Termination of this Licence

11.1 Your Licence shall terminate automatically if:

11.1.1 the legal agreement between Jisc Collections and Ordnance Survey which allows Jisc Collections to deliver Ordnance Survey Data to Authorised Institutions and Authorised Users via the Digimap for Colleges Service terminates for any reason; or

11.1.2 at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Licensed Data.

11.1.3 the Digimap for Colleges Service terminates for whatever reason.

12 Suspension and Termination Rights

12.1 Jisc Collections 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; suspending or terminating the licence granted under this Licence immediately on giving you written notice; and/or requiring you to enter into a separate appropriate licence with Ordnance Survey); if it reasonably suspects that:

12.1.1 you are receiving direct payment, credit or money's worth as a result of allowing third parties to access, view or use any map generated through the Digimap for Colleges Service;

12.1.2 you allow an unauthorised party to use the Digimap for Colleges Service or the Licensed Data; or

- 12.1.3 you are in dispute with Jisc Collections or Ordnance Survey over any Intellectual Property Rights.
- 12.2 Jisc Collections may terminate this Licence at the end of any Academic Year by providing you with at least one year's prior written notice.
- 12.3 You may terminate this Licence with effect from the 31 July in any Academic Year by providing Jisc Collections with prior written notice before the relevant date.
- 12.4 Either party may terminate this Licence immediately on giving the other party written notice if:
 - 12.4.1 the other party is in breach of any of the terms of this Licence and such breach is incapable of being remedied;
 - 12.4.2 the other party is in breach of any of the terms of this Licence and the breach, being remediable, is not remedied within thirty (30) days from the date of a written request to do so;
 - 12.4.3 the other party persistently breaches this Licence;
 - 12.4.4 the other party is unable to pay its debts within the meaning of Section 123 of the *Insolvency Act 1986*;
 - 12.4.5 the other party has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertaking;
 - 12.4.6 the other party makes an assignment for the benefit of, or a composition with, its creditors generally or another arrangement of similar import;
 - 12.4.7 the other party goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or
 - 12.4.8 the other party undergoes any process similar to the matters referred to in Clauses 12.4.4 to 12.4.7 inclusive.

13 Effects of Termination

- 13.1 If your Licence expires, is suspended or terminated, for any reason whatsoever, then:
 - 13.1.1 you and your Authorised Users' right to access the Digimap for Colleges Service and Licensed Data is immediately suspended or terminated and you must immediately cease using and providing access to the Licensed Data;
 - 13.1.2 you and your Authorised Users may retain printed copies of any Teaching Materials which are in your library or other academic repositories or otherwise in your possession or control for use solely in accordance with the terms of this Licence;
 - 13.1.3 you and your Authorised Users may retain mapping images embedded within any electronic copies of Teaching Materials (which have been developed by you or your Authorised Users), provided that such mapping images are in a Raster Format and not geo-referenced and for use solely in accordance with the terms of this Licence.
- 13.2 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.

14 Warranties, Limitations and Indemnities

- 14.1 You warrant that you have sufficient authority to enter into this Licence and be bound by its terms and conditions.
- 14.2 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 for Colleges Service and the Licensed Data by any person other than an Authorised User.

- 14.3 Neither the Digimap for Colleges Service, nor the Licensed Data, has been created for any particular Authorised Institution, Authorised User or other customer's individual requirements, (whether operationally, functionally, technically, accurately or otherwise). It is therefore your responsibility to ensure that Digimap for Colleges Service and the Licensed Data are fit for your, and your Authorised User's, intended use or purpose.
- 14.4 The Digimap for Colleges Service and the Licensed Data are provided on an 'as is' basis and Jisc Collections excludes, to the fullest extent permissible by law, all express and implied warranties in relation to the Digimap for Colleges 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 14. Jisc Collections does not warrant that the use of and access to the Digimap for Colleges Service and the Licensed Data will be uninterrupted or error-free.
- 14.5 You shall promptly and without unreasonable delay notify Jisc Collections as soon as you become aware of any actual or threatened claims that the Digimap for Colleges Service or the Licensed Data infringes the Intellectual Property Rights of any third party, and:
- 14.5.1 if requested by Jisc Collections, you shall use all reasonable endeavours to cease using (and to ensure that your Authorised Users cease using) any Licensed Data or other part of the Digimap for Colleges Service which forms the subject of a such claim or dispute and/or accept and use alternative Ordnance Survey Data;
 - 14.5.2 shall make no admission relating to the matter which is the subject of the claim or dispute without Jisc Collections' prior written consent;
 - 14.5.3 allow Jisc Collections and/or Ordnance Survey to conduct and settle all negotiations and proceedings and give Jisc Collections and/or Ordnance Survey all reasonable assistance in the matter; and
 - 14.5.4 use all reasonable endeavours to mitigate your losses.
- 14.6 Subject to Clause 14.7, 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.
- 14.7 Neither you nor we exclude liability for:
- 14.7.1 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
 - 14.7.2 fraud, bribery or fraudulent misrepresentation.
- 14.8 Subject to Clauses 14.7, 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.
- 14.9 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.
- 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 Jisc Collections is entitled to assign, transfer or novate the benefits and obligations of this Licence to any third party or, in the event of the transfer of all or any of Jisc Collections activities or functions to any other entity, to the entity to which Jisc Collections functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

16 Entire agreement and Severability

16.1 This Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter. You acknowledge that you have not entered into this Licence in reliance upon on any warranty, representation, covenant, undertaking, agreement or term which is not set out in this Licence.

16.2 If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence shall not be affected.

16.3 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17 Waiver

If Jisc Collections has a right arising from your breach of this Licence and fails to exercise or delay in exercising that right, such delay or failure shall not constitute a waiver of that or any other right.

18 Notices

18.1 Any notice required to be given for the purposes of this Licence 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 18:

18.1.1 For Jisc Collections, to the address provided at the top of this Licence for the attention of Lorraine Estelle; Telephone +44 (0)20 3006 6000; Email l.estelle@jisc-collections.ac.uk;

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

19 Contracts (Rights of Third Parties) Act 1999

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

20 Jurisdiction and governing law

This Licence will be governed by and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued in connection with this Licence.

Schedule 1 Licensed Data

Part A Licensed Data

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

OS MasterMap[®] Topography Layer

OS VectorMap[®] Local Colour Raster

1:25 000 Scale Colour Raster

1:50 000 Scale Colour Raster

Part B OS OpenData

The following OS OpenData datasets may also be included in the Digimap for Colleges Service. These are not subject to the restrictions of this Licence, but are licensed under OS OpenData Licence Terms available at <http://www.ordnancesurvey.co.uk/docs/licences/os-opendata-licence.pdf>:

1:50 000 Scale Gazetteer

1:250 000 Scale Colour Raster

Code-Point[®] Open

MiniScale[®]

Schedule 2 Security Requirements

1 Access to the Digimap for Colleges Service

- 1.1 You shall register with EDINA and JISC Collections and enter into this Licence.
- 1.2 You shall provide a static, unique IP address or a range of IP addresses that you guarantee will only be accessible from your Authorised Institution and you shall ensure that only Authorised Users have access to the Digimap for Colleges Service and the Licensed Data through those IP addresses.
- 1.3 You shall maintain accurate and complete records relating to the range of IP addresses and your Authorised Users. You shall provide such records to Jisc Collections or EDINA within a reasonable time of their request.
- 1.4 You shall ensure that once students or members of staff cease to qualify as Authorised Users, you promptly terminate their access to any Licensed Data, (subject to Clause 14.2 of this Licence).

2 Site Representatives

- 2.1 EDINA shall establish roles and responsibilities to apply within each Authorised Institution and keep records of the individuals fulfilling these roles, as more particularly described in the following paragraphs of this Schedule.
- 2.2 You shall formally appoint and identify a Site Representative(s) who will be the contact point for the Digimap for Colleges Service within your Authorised Institution. They will also be responsible for general promotion of the service and support for the service relating to local infrastructure and procedures. They will also take responsibility for ensuring the observance of the conditions for use of the Licensed Data under the terms of this Licence by their Authorised Institution and its Authorised Users. They have a duty to report to EDINA any suspected security weaknesses of the Digimap for Colleges Service and to advise EDINA immediately of any actual incidences of misuse of the Digimap for Colleges Service or the Licensed Data. They also have a duty to ensure that action plans for resolution of incidents are implemented fully and to the satisfaction of Jisc Collections and Ordnance Survey.
- 2.3 EDINA will maintain a current list of Site Representatives together with their contact details. EDINA will provide this list to Ordnance Survey and Jisc Collections upon request.

3 Compliance and Enforcement

- 3.1 You shall promptly and without unreasonable delay notify Jisc Collections and/or EDINA with full details on becoming aware of any of the following:
 - 3.1.1 any actual or potential breach of the terms of this Licence;
 - 3.1.2 any other misuse or unauthorised access, use and/or exploitation of the Digimap for Colleges Service and/or Licensed Data by any party which may have occurred as a result of you providing or allowing access to the Digimap for Colleges Service or Licensed Data;
 - 3.1.3 any actual or threatened claims by a third party that the Digimap for Colleges Service or the Licensed Data infringes the Intellectual Property Rights of a third party.
- 3.2 Upon becoming aware of any of the circumstances set out in Clause 3.1 above, you shall:
 - 3.2.1 promptly investigate and, where appropriate, initiate disciplinary procedures in accordance with paragraphs 4 and 5 below, and as otherwise directed by EDINA or Jisc Collections; and
 - 3.2.2 use all reasonable efforts to ensure that such activity ceases immediately and take all reasonable steps to prevent any recurrence;

3.2.3 provide EDINA, Jisc Collections and Ordnance Survey all reasonable help and assistance in the event that they wish to pursue any third party for breach of Ordnance Survey's Intellectual Property Rights in relation to the Digimap for Colleges Service and/or Licensed Data.

3.3 Upon becoming aware of any claim referred to in Clause 3.1.3, you shall:

3.3.1 if requested by EDINA, Jisc Collections or Ordnance Survey use all reasonable endeavours to cease using the Digimap for Colleges Service and/or any Licensed Data which forms the subject of a such claim or dispute and/or accept and use alternative Ordnance Survey Data;

3.3.2 make no admission relating to the matter which is the subject of the claim or dispute without Ordnance Survey's prior written consent;

3.3.3 allow Ordnance Survey to conduct and settle all negotiations and proceedings and you shall provide EDINA, Jisc Collections and Ordnance Survey all reasonable assistance in the matter; and

3.3.4 use all reasonable endeavours to mitigate your loss.

4 Incident Procedures

4.1 Upon notification under paragraph 3.1 above, and/or if EDINA otherwise becomes aware of the matters referred to in paragraph 3.1 above, EDINA will document the details in an incident log (the **Security Incident Log**). As the investigation into the incident proceeds, the Security Incident Log will be updated accordingly. EDINA will inform Jisc Collections and Ordnance Survey of the matter and the content of the Security Incident Log will be made available at all times to the Ordnance Survey and/or Jisc Collections. The Security Incident Log will be retained by EDINA for a period of three (3) years beyond the cessation of service operation by EDINA.

4.2 When an incident is identified, EDINA will consult with Jisc Collections and Ordnance Survey to discuss and agree appropriate action.

4.3 If Ordnance Survey and Jisc Collections agree, EDINA will instruct your Site Representative to take significant remedial action and give a timetable for its implementation. This timetable shall be agreed with EDINA and must not exceed six (6) working weeks duration commencing from date the incident was first identified.

4.4 Your Site Representative must provide weekly progress reports about the implementation of the remedial action plan to EDINA.

4.5 Once your Site Representative has reported that the problem has been resolved (assuming that it is within the timetable period), EDINA will require documentary evidence that satisfactorily demonstrates this resolution. This will be shared with Ordnance Survey.

4.6 If EDINA or Ordnance Survey is not satisfied with this evidence however, it will advise the Authorised Institution at senior management level and will require assistance in pursuing any further investigation to establish that the problem has been properly resolved. Ordnance Survey will be notified if this course of action is required.

4.7 Subject to this assistance being forthcoming and the necessary evidence of corrective action being provided, EDINA may, subject to agreement from Ordnance Survey declare the incident closed.

4.8 The Security Incident Log entry will be completed by EDINA to record the sequence of actions taken and the date the incident was closed.

4.9 If however the problem is not resolved to the satisfaction of EDINA, EDINA will recommend to Ordnance Survey and Jisc Collections that the offending Authorised Institution's right to access the Licensed Data or the Digimap for Colleges Service be suspended. Examples of where this action will be applicable are as follows:

- 4.9.1 when significant abuse has actually taken place (rather than a weakness in procedures that creates the potential for abuse);
 - 4.9.2 where in the opinion of EDINA, having consulted with Ordnance Survey, the incident represents an unacceptable risk to the Licensed Data and will take significant time to resolve;
 - 4.9.3 where the Authorised Institution has failed to provide clear evidence of adequate remedial action within an agreed period of time;
 - 4.9.4 where there is evidence of a repeated lack of commitment within the Authorised Institution to apply agreed security procedures;
 - 4.9.5 where following an onsite examination by EDINA, the Authorised Institution fails to show satisfactory evidence that the reasons for the major security incident have been properly resolved.
- 4.10 If EDINA's recommendation for suspension is agreed by Ordnance Survey and Jisc Collections, EDINA will take the following action:
- 4.10.1 immediately terminate all access to the Licensed Data or Digimap for Colleges Service to all Authorised Users at the relevant Authorised Institution;
 - 4.10.2 immediately ensure that the offending Authorised Institution has no access to the Licensed Data or Digimap for Colleges Service or related services from other Authorised Institutions or their Authorised Users;
 - 4.10.3 place a moratorium on the continued use of Licensed Data outputs from the Licensed Data or Digimap for Colleges Service already held within the offending Authorised Institution and ensure that Authorised Users within that Authorised Institution are aware that any continued use would be in breach of the terms of this Licence. In this regard, EDINA will provide additional support to the Authorised Institution Site Representative; and
 - 4.10.4 set a suspension period for the Authorised Institution and notify the Site Representative and Responsible Officer for Security accordingly.
- 4.11 During the period of suspension, EDINA will support the Site Representative at the offending Authorised Institution to implement the agreed action plan to resolve the security problem. EDINA will instruct the Site Representative to provide weekly reports on implementation progress.
- 4.12 One (1) week prior to the end of the agreed suspension period, EDINA will review the corrective action taken and decide whether the security problem has been resolved satisfactorily. If this is the case, it will advise Ordnance Survey and Jisc Collections accordingly and recommend reinstatement of the Authorised Institution. Subject to Ordnance Survey and Jisc Collections' agreement, EDINA can initiate re-instatement action having recorded the decision in the Security Incident Log and the planned re-instatement date.
- 4.13 Ordnance Survey may, prior to agreeing to re-instatement, request that EDINA carry out a formal site audit of the Authorised Institution and produce a written report of its findings. Copies of this report will be sent to Ordnance Survey and Jisc Collections to inform their decision on re-instatement.
- 4.14 An incident (as detailed in paragraph 3.1 above) is likely to amount to a breach of the Licence and nothing in the preceding paragraphs shall prejudice, interfere with, or prevent Jisc Collections from exercising its termination rights under this Licence. For the avoidance of doubt, this means that notwithstanding that a corrective action plan may have been agreed, implemented and be on-going, Jisc Collections may choose to terminate the Licence for breach of its terms at any time.