

Ordnance Survey Data for Schools MapStream Licence

Licence for the use of Ordnance Survey Data through the MapStream Service

Important – Please read carefully

Your use of the Mapping Data is subject to these terms and conditions. Please read them carefully.

This Licence is granted to you by The University Court of the University of Edinburgh, a charitable body registered in Scotland (registration number SC005336), acting through EDINA, the national data centre which is part of the Data Library of the University of Edinburgh, located at Causewayside House, 160 Causewayside, EDINBURGH, Scotland, United Kingdom, EH9 1PR (**EDINA**).

EDINA is authorised to grant you this Licence pursuant to the MapStream Service for Schools Agreement entered into by EDINA and Ordnance Survey.

You indicate your acceptance of this Licence by signing up to and accessing Mapping Data through the MapStream Service.

You may only use Mapping Data and the MapStream Service in the way expressly permitted by this Licence. You may only use Mapping Data for other purposes with the express written agreement of Ordnance Survey in a form of a separate licence.

Expression	Meaning
Authorised Users	means any student, staff member, trainee teacher or LEA Education Adviser of your School or Teachers' Training Establishment who is authorised to access your electronic information services.
Confidential Information	means any information that is marked as or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party as a result of this Licence.
Educational Use	means for the purpose of teaching and learning, teacher training, educational or academic research or private study within your School or Teachers' Training Establishment, including the creation of Teaching Materials to support such educational activities and the creation of school projects or coursework.
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 External Use	means the use specified in clause 3.□
Mapping Data	means the digital Ordnance Survey data supplied to you directly from EDINA or via your software provider, which may include the data specified in Appendix 1.
MapStream Service	means the on-demand web service whereby EDINA provides Authorised Users with online access to Mapping Data.
Ordnance Survey	means the Secretary of State for Business, Innovation and Skills acting through Ordnance Survey.

School	means any state, public or independent school in Great Britain or Northern Ireland which is properly authorised as a School by the Department for Education, the Scottish Executive Education Department or the Department of Education Northern Ireland (or their successors) and has a unique DCSF Reference Number (or its Department for Education equivalent) or SEED number in Scotland or DENI number in Northern Ireland. Academies funded by the Department for Education (or its successor) also qualify as a School but European schools and further education institutions are not included.
Security Requirements	means the security requirements set out in Appendix 2.
Teachers' Training Establishment	means an institution in Great Britain accredited as a provider of teacher training courses by the Training and Development Agency for Schools or by the Higher Education Funding Council for Wales, or their successors.
Teaching Materials	means academic research conducted by Authorised Users, pupil course notes, learning resources, teaching resources, teacher training materials, conference papers, academic and journal articles and study packs to be used in the course of teaching or learning.
we, us	means EDINA.
you, your	means you, a properly authorised School or Teachers' Training Establishment which has entered into this Education Licence.

1 Grant of Licence

- 1.1 EDINA grants you a non-exclusive, non-transferable, revocable licence to access the Mapping Data and use the MapStream Service for Educational Use and Limited External Use as specified below.
- 1.2 Apart from you and your Authorised Users, no person, firm, or organisation shall have any rights under this Licence.
- 1.3 Any obligation in this document in respect of the School or Teachers' Training Establishment shall, where relevant, also apply to your Authorised Users.
- 1.4 This Licence does not give you any right to sublicense, distribute, sell or otherwise make Mapping Data available to third parties other than as permitted by this Licence.

2 Educational Licensed Use

- 2.1 You are permitted to use Mapping Data and the MapStream Service in your School or Teachers' Training Establishment for Educational Use only.
- 2.2 In using the Mapping Data and the MapStream Service for Educational Use you may (and you may allow your Authorised Users to):
 - 2.2.1 search, retrieve, save, display and view the Mapping Data;
 - 2.2.2 create, copy and save Teaching Materials in printed or electronic form;
 - 2.2.3 publish electronic versions of Mapping Data and Teaching Materials on your School's or Teachers' Training Establishment's intranet, portal, Virtual Learning Environment or repository, providing that access to it is available only to Authorised Users;
 - 2.2.4 incorporate the Mapping Data in printed or electronic form in assignments and portfolios, projects and coursework; and
 - 2.2.5 provide any of the materials created under this clause 2 to external educational assessors or examiners.

3 Limited External Use

- 3.1 In addition to Educational Use, you may use the Mapping 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:
- 3.1.1 the location of your premises or other fixed assets you lease, own or manage;
 - 3.1.2 the location of an event organised by your School or Teachers' Training Establishment up to and for the duration of the event;
 - 3.1.3 directions or routes (which are not specific to any particular third party) to your premises in clause 3.1.1, or the event in clause 3.1.2; or
 - 3.1.4 the scope of any catchment area, travel area (including safer routes to school initiatives) or other areas of operation relating to your School or Teachers' Training Establishment.
- 3.2 You may also use the Mapping Data to generate a map:
- 3.2.1 for display on your external website as part of your Teaching Materials;
 - 3.2.2 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
 - 3.2.3 in presentations by Authorised Users at a seminar, conference or workshop, or other similar activity.
- 3.3 Any map generated for external display in accordance with clauses 3.1 or 3.2 shall:
- 3.3.1 be in a raster format, and you shall use reasonable endeavours to prevent third parties from being able to edit the map or extract Mapping Data from the map;
 - 3.3.2 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;
 - 3.3.3 include additional information on or with the map to facilitate the purpose in clause 3.1 or 3.2.
- 3.4 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.
- 3.5 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 3, or otherwise.

4 Your Obligations

- 4.1 You shall:
- 4.1.1 not use Mapping Data or the MapStream Service for any illegal, deceptive, misleading or unethical purpose;
 - 4.1.2 use appropriate technological and security measures, including without limitation any measures we recommend from time to time, to ensure that all Mapping 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, including without limitation the security measures and procedures set out in Appendix 2;
 - 4.1.3 on request, provide us and Ordnance Survey with any information reasonably required to understand the type and nature of the Educational Use carried out by your School or Teachers' Training Establishment, and the Authorised Users' use of the Mapping Data. We and Ordnance Survey may, without limitation, use examples of use for the preparation of case studies for marketing and developing the Mapping Data;

- 4.1.4 not use the Mapping Data or the MapStream Service for any commercial purpose;
- 4.1.5 not permit or allow anyone other than Authorised Users to access or use the Mapping Data or the MapStream Service;
- 4.1.6 not misuse the MapStream Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful, nor attempt to gain unauthorised access to the Mapstream Service or any server, computer or database connected to the MapStream Service;
- 4.1.7 not misuse the MapStream Service by downloading excess volumes of Mapping Data.

5 Trade Marks and rights acknowledgement

- 5.1 You must display the following statement (or any further acknowledgement required by us from time to time) on all copies of Mapping Data:

Ordnance Survey © Crown Copyright and Database Right [20xx- date of supply of data].

- 5.2 You shall not remove any copyright statements or Ordnance Survey logos which appear on-screen or on any print-outs you make using the Mapping Data.
- 5.3 You may not use any trade marks or product names of Ordnance Survey except to acknowledge Ordnance Survey or the use of Mapping Data, and in the case of Limited External Use will use the correct ® or TM symbols with any product names, as shown in Appendix 1.

6 Changes to Mapping Data and MapStream Service

We may modify, replace, withdraw or make additions to the Mapping Data or the MapStream Service at our discretion.

7 Variation

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 Auditing

Upon giving reasonable notice, We or Ordnance Survey or any of our 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.

9 Term and Termination

- 9.1 This Licence shall remain in force until 31 July 2012, unless renewed by us for any further period or terminated earlier as provided for in this Clause 9.
- 9.2 In the event of termination or expiry of this Licence your right to access the Mapping Data and the MapStream Service shall terminate immediately.
- 9.3 We may terminate this Licence without notice in the following circumstances:
 - 9.3.1 if you are in material breach of any of the terms of this Licence;
 - 9.3.2 if you allow an unauthorised third party to use the Mapping Data or the MapStream Service;
 - 9.3.3 if you are in dispute with us or Ordnance Survey over any Intellectual Property Rights;
 - 9.3.4 if at any time Ordnance Survey loses the right to administer Crown Copyright in respect of the Mapping Data; or
 - 9.3.5 if any of the grounds for termination set out in Appendix 2 (Security Requirements) apply.

9.4 If your access to the Licensed Data via a particular software provider ceases due to the provider's default, this Licence shall continue in respect of your access to the Licensed Data either directly (for example, by using open source software) or via an alternative software provider.

9.5 This Licence shall terminate automatically if you cease to be a School or Teachers' Training Establishment as defined above.

9.6 You may terminate this Licence by providing us with written notice and ceasing to access the Mapping Data and the MapStream Service.

10 Effects of Termination

10.1 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 2.2.4 or 2.2.5 only.

10.2 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.

11 Warranties

11.1 We warrant that we are authorised by Ordnance Survey to grant the rights included in this Licence.

11.2 You warrant that you have sufficient authority to enter into this Licence.

11.3 Neither the Mapping Data nor the MapStream has 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 Mapping Data and the MapStream Service is fit for your intended use or purpose.

11.4 We exclude, to the fullest extent permissible by law all warranties, conditions, representations or terms (whether express or implied by common law, statute or otherwise) in relation to the Mapping Data and the MapStream Service, including but not limited to any regarding its accuracy, compatibility, fitness for purpose, performance, satisfactory quality or use.

12 Liabilities and indemnities

12.1 Subject to Clause 12.2, 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 Mapping Data or the MapStream Service.

12.2 We do not exclude liability for death or personal injury to the extent it results from our negligence, or fraud.

12.3 Nothing in this Licence shall limit your liability in respect of any infringement or breach of Intellectual Property Rights or relating to our Confidential Information by you or any other party which has obtained Mapping Data from you.

12.4 Subject to Clause 12.3, neither you nor we will be liable to the other in contract, tort (including negligence) or otherwise for any loss of profits, loss of business or loss of contracts (in each case whether direct or indirect) or for any special, indirect or consequential losses or damages.

12.5 Subject to Clause 12.2, our total and aggregate liability for all claims made (whether in contract, tort (including negligence) or breach of statutory duty, or otherwise) under or in connection with this Licence shall be limited to the total amount you have paid to EDINA under this licence.

12.6 EDINA shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the MapStream Service.

12.7 EDINA will not be liable if for any reason the MapStream Service is unavailable at any time or for any period.

13 Assignment, subcontracting and sublicensing

13.1 You are not entitled to subcontract, assign, transfer or novate rights and/or obligations under this Licence.

13.2 We are entitled to assign, transfer or novate the benefits and obligations of this Licence to any 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.

14 Entire agreement

This Licence and any documents referred to in it constitute the entire agreement and understanding between the parties concerning its subject matter.

15 Waiver

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

16 Notices

Any notice required to be given for the purposes of this Licence shall be given in writing to the address provided above, or (if by EDINA) in writing to your School or Teachers' Training Establishment.

17 Contracts (Rights of Third Parties) Act 1999

With the exception of Ordnance Survey and the Controller of Her Majesty's Stationery Office, 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.

18 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.

Appendix 1 Mapping Data

The Mapping Data consists of the following products:

- 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 MapStream 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[™]
- Land-Form PANORAMA[®]
- Meridian[™] 2
- MiniScale[®]
- OS Street View[®]
- Strategi[®]
- Code-Point[®] Open
- OS Locator[™]
- OS VectorMap[®] District

Appendix 2 Security Requirements

Any obligation in this document on the Authorised Institution (**you** or **your**) applies in the same manner to your Authorised Users.

1 Subscription

- 1.1 You will appoint a named contact/site representative (**Site Representative**) who will be responsible for your access to the Mapping Data via the MapStream Service, and you shall notify EDINA of such appointment and any subsequent changes to that appointment.
- 1.2 The Site Representative shall be responsible for ensuring that the Authorised Users use the Mapping Data strictly under the terms of this Licence, and shall inform EDINA of any suspected security breaches or weaknesses, or of any incidents of misuse of the Mapping Data which come to your attention.
- 1.3 In the event of any breach the Site Representative shall ensure that the Incident Procedure set out in clause 3 is followed.

2 Access

- 2.1 Except where permitted under Limited External Use, you shall ensure that access to the Mapping Data and the MapStream Service is available only to Authorised Users (staff members, trainee teachers and students).
- 2.2 You shall not issue master passwords for access to the Mapping Data or the MapStream Service to pupils or students. This does not prevent pupils from accessing the MapStream Service using web sign-on procedures which only provide access via a particular network.
- 2.3 You shall issue passwords or other access information only to Authorised Users and not divulge such information to any third party.

3 Incident Procedure

- 3.1 You shall use all reasonable efforts to monitor compliance with the terms of this Licence and notify us immediately with full details on becoming aware of: (a) any unauthorised access to or use of the Mapping Data or the MapStream Service or unauthorised use of any of your password(s); or (b) breach by an Authorised User of the terms of this Licence.
- 3.2 Upon becoming aware of any breach of the terms of this Licence, you further agree to promptly and fully investigate and initiate disciplinary procedures in accordance with your standard practice and use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.
- 3.3 You and your Site Representative will provide EDINA and Ordnance Survey with all reasonable help and assistance with locating and containing any security breach.
- 3.4 At its discretion, EDINA or Ordnance Survey may suspend your rights to access the Mapping Data and the MapStream Service until any security breach is resolved.

4 Suspension and Re-instatement

- 4.1 If the MapStream Service is suspended in accordance with paragraph 3.4, EDINA will support the Site Representative in implementing an agreed action plan to resolve the security problem. The Site Representative will provide weekly reports on the implementation progress.
- 4.2 If the security problem is resolved satisfactorily, the MapStream Service shall be reinstated.

5 Termination

- 5.1 Should the incident not be resolved satisfactorily, or in the event of repeated breaches, EDINA may terminate or suspend the Licence and your access to the Mapping Data and the MapStream Service.

5.2 Examples of the circumstances in which EDINA may terminate this Licence include where:

- a) substantial abuse has taken place and is likely to continue;
- b) the incident represents an unacceptable risk to the security of the Mapping Data or the MapStream Service;
- c) you have failed to provide clear evidence of adequate remedial action within a reasonable time;
- d) there is evidence of a repeated lack of commitment to apply agreed security procedures within your organisation;
- e) following a full investigation by EDINA, the Authorised Institution fails to demonstrate that the reasons for the security incident have been properly addressed.

5.3 If EDINA decides to suspend or terminate the MapStream Service, then:

- a) your access to the MapStream Service and Mapping Data shall be suspended or terminated, including for all Authorised Users at the Authorised Institution.
- b) EDINA shall place a moratorium on the continued use by your Authorised Institution of Mapping Data, the MapStream Service or outputs from it, in which case any continued use of the Mapping Data by Authorised Users would be in breach of the terms of this Agreement.