
Data Co-operation Agreement

Between:

(1) **Authority name**.....

- and -

(2) **GeoPlace™ LLP**, a limited liability partnership with registered number OC359627, 157-197 Buckingham Palace Road, London SW1W 9SP.

Unclassified

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Unclassified

This Agreement is made

2012

Between:

(1) [Authority name]
of
[address]

(the **Authority**);

(2) GeoPlace™ LLP, a limited liability partnership with registered number OC359627 and whose trading address is at 157-197 Buckingham Palace Road, London SW1W 9SP (**GeoPlace**).

Recitals

- A Local authorities have a range of statutory responsibilities (which vary according to the type of authority) connected to the creation, maintenance and availability of address and street information¹.
- B Ordnance Survey has a public task to collect and maintain uniform datasets with national coverage forming the official record of the natural and built environment of Great Britain, including high resolution address data and transport networks.
- C With effect from 1 April 2011, local government, and other public bodies have been eligible to enter into a licence with Ordnance Survey on the same terms as the PSMA Member Licence, to use Ordnance Survey data for Core Business (as defined in the PSMA Member Licence). The PSMA provides a standard set of geographic information to the public sector to deliver efficiency savings and improvements in public service delivery. The PSMA Member Licence (in clause 4.4) obliges relevant local authorities to enter into and comply with this Agreement.

¹ Such street and address information contains, but is not limited to the following: details of land, buildings and sub divisions thereof, property and fixed structures, street and property names, numbers and addresses, geographic and administrative location including real world objects without a postal address and where applicable details of street assets, ownership rights and maintenance obligations, traffic regulation orders, public rights of way, wayleaves, rights of access, street works designations and notifications of all streets or roads within an Authority Area.

- D Recognising local government as the primary source of new address and street information and Ordnance Survey's public task, the Local Government Association and Ordnance Survey established a joint venture (named GeoPlace™ LLP) on the 1st April 2011, as a vehicle to create definitive national databases of addresses and streets. GeoPlace achieves this by collecting address and street information from local authorities, in the form of Authority Updates, matching and cross referencing the Authority Updates to data which are variously owned by GeoPlace, Ordnance Survey, LGIH and other third parties. The resulting databases are the GeoPlace Databases, and are used to create:
- i) Addressing Datasets which shall be licensed by Ordnance Survey to users, including under the PSMA Member Licence (which for the avoidance of doubt enables licensed use of an LLPG); and
 - ii) the NSG to support local government's statutory responsibilities with respect to streets or roads and various types of street works activities. For the time being usage of the NSG and/or LSG is subject to underlying Ordnance Survey licences being in place and access to the NSG is provided via the NSG website. It is intended that the NSG may, in time, form part of a range of street and transport products to be licensed by Ordnance Survey, including through the PSMA.
- E This Agreement creates a direct relationship between the Authority and GeoPlace and, in conjunction the PSMA Member Licence, replaces similar, long term arrangements (known as the Mapping Services Agreement (MSA)) between (i) the Authority, (ii) the Local Government Association's subsidiary, LGIH, (iii) Gazetteer Service Provider Limited (formerly known as Intelligent Addressing Limited), and (iv) Ordnance Survey.
- F Under this Agreement GeoPlace will provide GeoPlace Services to the Authority to support improvements in address and street information management by the Authority. Except in the case of Essential Support and Emergency Measures, no fees are charged by GeoPlace under this Agreement. Any charges associated with Essential Support and Emergency Measures are provided on a marginal cost basis. Similarly, the Authority provides all its services under this Agreement at no charge to GeoPlace.

It is hereby agreed as follows:

1 Definitions and interpretation

1.1 In this Agreement the following definitions shall apply:

Expression	Meaning
Addressing Datasets	has the same meaning as set out in the PSMA Member Licence;
Authority Address Custodian	means the Authority address custodian responsible for Authority Updates relating to addresses as specified in Schedule 1, to be appointed in accordance with clause 10, and previously referred to as the LLPG custodian;

Authority Area	means the geographical area of the Authority as defined by statute;
Authority Contact(s)	means the Authority Address Custodian and/or Authority Street Custodian, additional Authority Address Custodian contact and/or Authority Street Custodian contact where appropriate, the Authority Principal Contact, the Authority's street naming and numbering officer (or equivalent), Additional Street Data (ASD) maintainer (or equivalent), <i>Traffic Management Act 2004</i> (TMA) traffic manager (or equivalent), the public right of way definitive plan/map officer (or equivalent, as defined in the <i>Wildlife and Countryside Act 1981</i>) and the Authority's <i>New Roads and Street Works Act 1991</i> (NRSWA) street works manager (or equivalent);
Authority Contacts Executive	means a forum for representatives of GeoPlace and the Participating Authorities as further described in Schedule 5;
Authority Default	means a material breach by the Authority of any of its obligations under this Agreement, including without limitation (i) a breach which adversely affects the ability of GeoPlace to perform its obligations under this Agreement, and (ii) a breach by the Authority of its obligation to permit GeoPlace to exercise Emergency Measures pursuant to Schedule 3;
Authority Owned Data	means any data included within the Authority Updates, to the extent they are not derived from and do not contain IPR from the Supplied Data;
Authority Principal Contact	means the Authority's Principal Contact, as notified to GeoPlace in accordance with clause 10;
Authority Services	means the services to be provided by the Authority to GeoPlace pursuant to this Agreement, in particular as set out in clause 6.1.2 and Schedule 1;
Authority Street Custodian	means the Authority street custodian responsible for Authority Updates relating to streets as specified in Schedule 1, to be appointed in accordance with clause 10 and previously referred to as the LSG custodian;
Authority Updates	means Authority address updates as described in Part A of Schedule 1 and Authority street updates as described in Part B of Schedule 1;
Commercially Sensitive Information	means the Standards in Schedule 2 and the Essential Support Charges and charges relating to Emergency Measure together with all information designated commercially sensitive by either party in writing;

Confidential Information	means all information designated as such by either party in writing together with all other information including, for the avoidance of doubt, Commercially Sensitive Information, which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party. For the avoidance of doubt, with the exception of Commercially Sensitive Information, the terms of this Agreement will not be Confidential Information;
Contractor Licence	means a licence entered into between the Authority and a contractor pursuant to clause 2.2, as described in clause 6.1.4;
Data Entry Conventions and Best Practice or DEC	means the current Data Entry Conventions and Best Practice for the NLPG and / or the NSG, as applicable and as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time;
Data Transfer Format	means the current versions of Data Transfer Format for the NLPG and / or the NSG (including the format, associated schema and specification), as applicable and as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time;
Disclosure Request	means a request for information relating to this Agreement (including its Schedules) pursuant to the FOIA or EIR;
Dispute Resolution Procedure	means the procedure set out in clause 24 of this Agreement;
Effective Date	means 1 April 2012;
EIR	means the <i>Environmental Information Regulations 2004</i> together with any guidance and/or codes of practice issues by the Information Commissioner in relation to such regulations;
Emergency Measures	has the meaning ascribed thereto in paragraph 4 of Schedule 3;
Essential Support	means the essential support functions that may be provided by GeoPlace as described in Schedule 3;
Essential Support Charges	means the charges in relation to Essential Support, as set out in Schedule 3;
Expiry Date	means the date upon which this Agreement shall expire in accordance with clause 4;

FOIA	means the <i>Freedom of Information Act 2000</i> and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation;
GeoPlace Databases	means the National Address Gazetteer Database and the NSG;
GeoPlace Default	means <ul style="list-style-type: none">i) a material breach by GeoPlace of any of its obligations under this Agreement; orii) where GeoPlace:<ul style="list-style-type: none">a) is unable to pay its debts within the meaning of Section 123 of the <i>Insolvency Act 1986</i>;b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertaking;c) makes an assignment for the benefit of, or a composition with, its creditors generally or another arrangement of similar import;d) commits an act of bankruptcy or goes into liquidation or is the subject of a petition for bankruptcy or a winding up order otherwise than for the purposes of a bona fide amalgamation or restructuring; and/ore) undergoes any process similar to the matters referred to in 1 to 4 above in any jurisdiction other than the UK;
GeoPlace Services	means the services to be provided to the Authority by GeoPlace pursuant to this Agreement (and, in particular, as set out in Schedule 2);
Intellectual Property Rights or IPR	means patents, trademarks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, know how, topography rights, rights of confidence, trade or business names and other similar rights or obligations, whether registrable or not in any country;
LGIH	means The Local Government Information House Limited (company registration number: 03490270) or its successors;
LLPG	means a Local Land and Property Gazetteer maintained by the Authority for the purpose of providing Authority address updates (as described in Schedule 1, Part A) pursuant to this Agreement;

LSG	means a Local Street Gazetteer maintained by the Authority for the purpose of providing Authority street updates (as described in Schedule 1, Part B) pursuant to this Agreement;
National Address Gazetteer Database	means the production database created by GeoPlace including data which are variously owned by GeoPlace, LGIH, Ordnance Survey, Participating Authorities and other third parties, and which is used in the creation of Addressing Datasets;
NLPG	means the National Land and Property Gazetteer formed of Authority address updates as described in Part A of Schedule 1, forming a component of the National Address Gazetteer Database and licensed for use as an Addressing Dataset in its own right until such time as it is withdrawn;
NSG	means the National Street Gazetteer formed of Authority street updates as described in Part B of Schedule 1 currently made available as described in Recital D ii);
OS	means The Secretary of State for Business, Innovation and Skills acting through Ordnance Survey;
OS Data	<p>means data that is owned (or covered by a delegation of authority from the Controller of Her Majesty's Stationery Office) or licensed by Ordnance Survey including AddressBase products, ADDRESS-POINT®, OS MasterMap® Address Layer 2, OS MasterMap® Topography Layer and OS MasterMap® Integrated Transport Network™ Layer, plus any other OS Data agreed between Ordnance Survey and GeoPlace from time to time or in the event that Ordnance Survey withdraws ADDRESS-POINT or OS MasterMap Address Layer 2, the following data comprised in OS MasterMap Address Layer 2:</p> <ul style="list-style-type: none">a) TOIDs (unique OS identifiers - a unique number used for any feature in OS' spatial databases);b) objects without postal addresses (OWPAs);c) classifications (i.e. details of land use); andd) x and y coordinates of addresses, <p>together with updates in relation to the same;</p>
Participating Authority	means the Authority and any authority that enters into an Agreement with GeoPlace on the same terms as this Agreement;
PSMA	means the Public Sector Mapping Agreement between OS and the Secretary of State for Business, Innovation and Skills;

PSMA Member Licence	means the licence entered into by the Authority and OS pursuant to the PSMA;
Standard Services	means the GeoPlace Services which the Authority becomes entitled to receive as a result of its execution of this Agreement, which for the avoidance of doubt excludes the Essential Support;
Standards	means the service levels to which GeoPlace shall supply the GeoPlace Services as set out in Schedule 2 (Part B);
Supplied Data	means extracts from the GeoPlace Databases, OS Data, Royal Mail Data (as defined in Schedule 7) and VOA Data, in each case for an area of coverage equivalent to the Authority Area, supplied for the purposes described in clause 2.1;
VOA Data	means data licensed by GeoPlace from the Valuation Office Agency;
Working Day	means a twenty four (24) hour period in the week excluding weekends, public and bank holidays in England and Wales.

1.2 In this Agreement unless the context otherwise requires:

- 1.2.1 words in the singular include the plural and words in the plural include the singular;
- 1.2.2 references to clauses and Schedules are references to the clauses and Schedules of this Agreement, unless stated;
- 1.2.3 references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2 Grant of Licence by GeoPlace

- 2.1 GeoPlace grants the Authority a non-exclusive, royalty-free licence to use the Supplied Data for the sole purpose of producing the Authority Updates, and supplying them to GeoPlace for incorporation into the GeoPlace Databases. For the avoidance of doubt:
 - 2.1.1 the Authority's sole permitted use of OS MasterMap Topography Layer and OS MasterMap Integrated Transport Network Layer supplied under this Agreement shall be to enable the Authority to create data for inclusion in the Authority Updates, and to supply such Authority Updates to GeoPlace for the production of the GeoPlace Databases; and
 - 2.1.2 the PSMA Member Licence covers any other use by the Authority of the Addressing Datasets and /or OS Data including OS MasterMap Topography Layer, OS MasterMap Integrated Transport Network Layer data, or any replacement thereof.

2.2 The Authority shall be permitted to sub-license the Supplied Data to a sub-contractor appointed to fulfil the Authority's obligations under this Agreement, subject to clause 6.1.4. For the avoidance of doubt, any sub-contractor appointed by the Authority pursuant to this clause 2.2 shall not be entitled to further sub-contract its obligations, i.e. only one level of sub-licensing is permitted.

2.3 Subject to the provisions of clause 2.2, this Agreement does not give the Authority any right to sublicense, distribute, sell or otherwise make Supplied Data available to third parties.

3 Grant of Licence by the Authority

3.1 The Authority grants GeoPlace a royalty free, non-exclusive, perpetual, worldwide licence to use, re-use and exploit the Authority Owned Data (in whole or in part) in any way as GeoPlace, in its absolute discretion, sees fit, including to incorporate the Authority Owned Data into the GeoPlace Databases for the purpose of:

- a) supply to and distribution by Ordnance Survey, whether directly or indirectly of i) Addressing Datasets and ii) in due course, a range of street and transport products, of which the NSG may form a component part, to be licensed by Ordnance Survey subject to further agreement between Ordnance Survey and LGA; and
- b) GeoPlace making available the NSG in accordance with Recital D ii).

Notwithstanding the generality of the foregoing, GeoPlace may not use the Authority Owned Data for any purpose that would render the Authority's participation in this Agreement unlawful. The licence granted by this clause 3 is in consideration of the mutual rights and obligations of the parties set out and referred to in this Agreement, together with a peppercorn, the receipt and adequacy of which is hereby acknowledged.

3.2 For the avoidance of doubt any underlying IPR owned by the Authority in the NSG as at the Effective Date, is licensed to GeoPlace by the Authority pursuant to clause 3.1 above.

4 Commencement and Duration

4.1 Subject to clause 4.2, the rights and obligations of the parties to this Agreement shall take effect on the Effective Date and continue, unless otherwise terminated in accordance with the provisions of this Agreement, until termination or expiry of the PSMA Member Licence.

4.2 This Agreement shall not take effect unless and until the Authority has entered into a PSMA Member Licence.

5 GeoPlace Obligations

5.1 GeoPlace shall:

- 5.1.1 provide the GeoPlace Services in accordance with the Standards;

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- 5.1.2 liaise with the Authority, the Authority Contacts Executive and the Local Government Association in connection with (and with a view to resolving) any proposed suspension or termination of the Authority's PSMA Member Licence;
 - 5.1.3 procure and maintain appropriate computer virus protection so that all media upon which the GeoPlace Services are delivered to the Authority are scanned for viruses and reasonably believed to be virus free at the time of dispatch. In this clause 'virus' means any malicious computer code including viruses, Trojan horses and worms;
 - 5.1.4 maintain appropriate backup and disaster recovery procedures in order to ensure that it continues to meet the requirements of this Agreement;
 - 5.1.5 maintain an archive of GeoPlace Databases every three (3) months on and off site;
 - 5.1.6 ensure that the GeoPlace Services reflect any changes notified pursuant to clause 6.1.10 within ten (10) Working Days of receiving notification;
 - 5.1.7 during this Agreement and for a further three years post expiry maintain such insurances as may be required by law; and
 - 5.1.8 take no action or fail to take any reasonable action, or (in so far as it is reasonably within its powers) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which GeoPlace or the Authority is an insured, a co-insured or additional insured body.
- 5.2 GeoPlace gives no warranty with regard to the quality or description of Supplied Data but, on receipt of any notice from the Authority with regard to any apparent defect, the sole liability of GeoPlace, and the Authority's sole remedy shall be to the effect that GeoPlace shall either remedy the defect or report it to the relevant third party licensor. For the avoidance of doubt, the relevant third party licensor shall have no liability under this Agreement or in tort in relation to the subject matter of this Agreement.
- 5.3 Subject to clause 8.2 GeoPlace excludes, to the fullest extent permissible by law and except as expressly stated in this clause 5, 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 Supplied Data or updates of Supplied Data.
- 5.4 GeoPlace acknowledges that for the purposes of the INSPIRE Regulations 2009, GeoPlace, and not the Authority is the responsible public authority for the purpose of holding the reference version (as referred to in regulation 4(2) (b) of those Regulations) of the NSG and the NLPG.

6 Authority Obligations

- 6.1 The Authority:

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- 6.1.1 shall appoint an Authority Address Custodian and/or Authority Street Custodian (where appropriate) as further provided for in clause 10 below;
- 6.1.2 shall deliver / provide Authority Updates in accordance with the Authority Services defined in Schedule 1;
- 6.1.3 shall pay such Essential Support Charges and/or charges relating to Emergency Measures as are due to GeoPlace in accordance with Schedule 3. Such invoices shall be payable within thirty (30) calendar days of the date of receipt of the invoice by the Authority. If the Authority fails to make payment within thirty (30) calendar days, GeoPlace shall be entitled to interest on the monies owed at four (4) per cent above the base rate of the Bank of England from the date upon which the monies became due until payment is received;
- 6.1.4 shall ensure that any sub-contractor appointed pursuant to clause 2.2 complies with all relevant terms of this Agreement, which requirement shall be complied with by entering into a Contractor Licence, on terms no less onerous than those set out in the specimen contractor licence in Schedule 4, and incorporating an appendix which includes the Royal Mail Terms contained in Schedule 7 to this Agreement;
- 6.1.5 shall ensure that it notifies GeoPlace of any instance where it becomes aware that any sub-contractor is not conforming to the terms of its Contractor Licence. The Authority shall use all reasonable endeavours to assist GeoPlace in the pursuit of any remedy;
- 6.1.6 upon receiving notification from GeoPlace that the Authority Contacts Executive have agreed that this clause 6.1.6 (which may be subject to amendment) has become effective the Authority shall immediately be deemed to have appointed GeoPlace as its sole agent for the purpose of:
- i) formal street naming and numbering notification; and
 - ii) formal notifications associated with streets.

From the date of such appointment the Authority will not itself notify any person or third party, with the exception of the owner/occupier in relation to street naming and numbering notifications, of such details whilst this agency authority remains in force unless otherwise agreed in writing with GeoPlace. The Authority acknowledges that, for the purposes of 6.1.6 i) above, GeoPlace shall notify such third parties (identified by the Authority to GeoPlace in a format specified by GeoPlace, from time to time) as hold a legitimate expectation to receive such information. If for any reason, GeoPlace is unable to meet its obligations under this clause 6.1.6, or such obligations cease to exist, such persons or third parties may continue to hold a legitimate expectation in respect of continued service delivery by the Authority and the Authority may service this requirement;

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- 6.1.7 shall put in place appropriately resourced processes to integrate any data returned to the Authority by GeoPlace, in accordance with the DEC, into their Authority Updates;
 - 6.1.8 shall comply with the terms of the Royal Mail licence as set out in Schedule 7;
 - 6.1.9 shall, where GeoPlace provides the Authority with updates of Supplied Data, delete all previous versions from the Authority's system and either return the original data (including the media) to GeoPlace or provide written confirmation that such data has been destroyed;
 - 6.1.10 shall notify GeoPlace of any geographical boundary changes to their Authority Area;
 - 6.1.11 shall not, subject to clause 2.2, make either the Supplied Data or the Authority Update available to any third party without prior written consent from GeoPlace;
 - 6.1.12 shall not, subject to clause 2.2, make the Authority Owned Data available to any third party in the same format and specification (as specified in the Data Transfer Format) as supplied to GeoPlace from time to time as part of the Authority Update;
 - 6.1.13 shall provide GeoPlace with reasonable advance notice of any changes to the Authority's status or change resulting from local government review;
 - 6.1.14 shall keep secure and treat as Commercially Sensitive Information any user account information (including user names and passwords) relating to the operation of this Agreement, and shall comply with any guidance published by GeoPlace from time to time on its website in relation to user accounts. The Authority shall notify GeoPlace immediately if the password or user name is compromised or if there is a personnel change so that a new password or user name can be issued; and
 - 6.1.15 the Authority shall comply with the Data Entry Conventions and Best Practice and Data Transfer Format.
- 6.2 In respect of Supplied Data, the Authority acknowledges that:
- 6.2.1 any copies of Supplied Data made by the Authority must carry acknowledgements identical to those on any originals first provided to the Authority;
 - 6.2.2 if the Authority fails to destroy any copies of Supplied Data when required to do so under this Agreement, GeoPlace may enter upon any premises owned, occupied or controlled by the Authority in order to destroy such Supplied Data;

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- 6.2.3 where digital data are involved, any computer systems holding such data must be password protected by the Authority. In addition, only authorised staff shall have access to the Supplied Data and all original and back up media and hard copies produced from such Supplied Data must be kept in a secure environment;
 - 6.2.4 on termination of this Agreement, the Authority shall destroy all such Supplied Data in its possession (including any Supplied Data embedded in the Authority Updates) which are held by the Authority or for which the Authority is responsible, and/or return all such Supplied Data to GeoPlace and provide, at the request of GeoPlace, a sworn statement by a duly authorised executive that the Authority no longer holds such Supplied Data;
 - 6.2.5 any paper copies containing Supplied Data produced in the course of this Agreement remains the property of GeoPlace and its third party suppliers and must not be converted in to digital form without the permission of GeoPlace; and
 - 6.2.6 except as permitted by s.50 of the *Copyright Designs and Patents Act 1988*, the Authority shall not reverse compile, reverse assemble, reverse engineer or produce source on higher level code from the whole or any part of the Supplied Data.

7 Performance Monitoring

- 7.1 GeoPlace shall provide the Authority Contacts Executive with a monthly report of failures by GeoPlace to meet Standards and the performance of Participating Authorities, the form and content of such report to be agreed from time to time by the Authority Contacts Executive. To enable GeoPlace to meet this obligation the Authority will notify GeoPlace of any failure in performance by GeoPlace, such notification to be provided in writing in accordance with clause 25 (Notices). The Authority Contacts Executive shall monitor the performance of Participating Authorities and GeoPlace in accordance with the provisions of Schedule 5.

8 Warranties

- 8.1 The Authority warrants that:
 - 8.1.1 to the best of its knowledge, after making all reasonable enquiries, it has obtained all necessary consents, licences and permissions to enable it to license the Authority Owned Data to GeoPlace under this Agreement;
 - 8.1.2 to the best of its knowledge, after making all reasonable enquiries, the lawful use of the Authority Owned Data in accordance with the licence granted under clause 3 above (including the creation and maintenance of the GeoPlace Databases by GeoPlace and licensing of products created using the GeoPlace Databases) will not infringe the rights (including the Intellectual Property Rights) of any third party; and

8.1.3 For the avoidance of doubt, and without prejudice to the Authority's obligations in clauses 6.1.2 and 6.1.15, the Authority does not warrant that the Authority Owned Data are complete (where complete means containing data concerning the names, numbers, addresses and geographic location of all streets or roads, land, buildings and property in the Authority Area, including information relating to street works), nor does the Authority warrant that the Authority Owned Data are fit for any particular purpose.

8.2 GeoPlace warrants that it is able to grant the licences included in this Agreement.

9 Intellectual Property Rights

9.1 As between the parties to this Agreement, the Authority owns and shall continue to own all IPR in the Authority Owned Data. Without prejudice to clause 3.1, this Agreement does not transfer any of these rights to GeoPlace.

9.2 Subject to clause 9.1, GeoPlace (or, where applicable, GeoPlace's suppliers) owns and shall continue to own all IPR in the Supplied Data and the Authority Updates, and the Authority's use or possession of any Supplied Data or Authority Updates does not give the Authority any ownership of or any interest in any of the Supplied Data or Authority Updates. In particular, the Authority acknowledges that Ordnance Survey has expressly reserved and retained all IPR in the OS Data and in any copies or adaptations or derived products made by GeoPlace or LGIH or the Authority (including in the GeoPlace Databases).

9.3 Where the Authority suspects any infringement or any other breach by a third party of any Intellectual Property Rights in any Supplied Data or Authority Owned Data used in the Authority Updates, the Authority shall notify GeoPlace and give GeoPlace and/or its third party licensors (including Ordnance Survey, Royal Mail Group plc and LGIH) all reasonably required assistance in pursuing any infringement.

9.4 All Intellectual Property Rights developed by GeoPlace in connection with the management and delivery of the GeoPlace Services shall belong to GeoPlace absolutely.

10 Authority Contacts

10.1 As appropriate, the Authority shall appoint an Authority Address Custodian and/or Authority Street Custodian (and shall ensure that, throughout the term of the Agreement, it has in place an Authority Address Custodian and/or Authority Street Custodian) who shall be the primary point(s) of contact in the Authority for GeoPlace in respect of the relevant Authority Updates. In addition, the Authority shall appoint (and shall ensure that, throughout the term of the Agreement, it has in place) an Authority Principal Contact who, for the avoidance of doubt, may be the same person as the Authority Address Custodian or Authority Street Custodian.

10.2 GeoPlace shall not be obliged to deliver the GeoPlace Services unless the Authority has appointed an Authority Address Custodian and/or Authority Street Custodian.

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- 10.3 The Authority shall supply the name, contact address, email address and telephone number of each Authority Contact to GeoPlace upon execution of this Agreement.
- 10.4 If any changes are made to any name, contact address, email address or telephone number of an Authority Contact, including for the avoidance of doubt, the appointment of a new Authority Contact, then the Authority shall notify such changes to GeoPlace by email sent to support@geoplace.co.uk (or such other email address as may be notified to the Authority from time to time by GeoPlace) within ten (10) Working Days of that occurrence.

11 Confidentiality

- 11.1 The parties agree:
- 11.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Agreement;
 - 11.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers and LGIH and Ordnance Survey, who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this clause 11;
 - 11.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
 - 11.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the EIR), not to disclose Confidential Information to any third parties unless expressly permitted under this clause 11 or with the other's prior written consent.
- 11.2 The obligations in this clause 11 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

12 Freedom of Information

- 12.1 Both parties acknowledge that the other may receive a Disclosure Request.

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- 12.2 Subject to the application of any relevant exemption(s) and, where applicable, the public interest test, both parties further acknowledge that the other may be obliged to disclose information pursuant to such a Disclosure Request. Where a party consults the other in accordance with section IV (consultation with third parties) of the code of practice issued under section 45 of the FOIA (or, as the case may be, any code of practice issued under the powers contained in the EIR) each party hereby agrees to respond to any such consultation promptly and within any reasonable deadline set by the other party. Each party acknowledges that it is for the party receiving the Disclosure Request to determine whether or not such information should be disclosed.

13 Accounts and Audit

- 13.1 GeoPlace shall keep proper books of account which give a fair and accurate account of receipts and payments received or incurred in connection with this Agreement and keep such books available for inspection upon reasonable notice by the Authority for at least six (6) years from the end of the year to which they relate.
- 13.2 The Authority shall maintain accurate, complete and detailed records relating to all transactions where Supplied Data is made available to any third party (including Authority Updates to a sub-contractor pursuant to clause 2.2), and the Authority shall provide to GeoPlace, where requested by GeoPlace, all information, documents, records and the like in possession of or available to the Authority as may be necessary for GeoPlace to monitor the performance by the Authority of its obligations under this Agreement. For the avoidance of doubt, the Authority may only make Supplied Data or Authority Updates available to a third party where expressly licensed to do so in accordance with this Agreement.
- 13.3 The Authority shall on receiving reasonable notice from GeoPlace, grant GeoPlace or its agents or third party suppliers such access as shall be necessary to any of the Authority's premises, or any premises in which the Authority's personnel or equipment are located, for the purpose of monitoring the Authority's compliance with the terms and conditions of this agreement, including the right to inspect and audit the Authority's books of account, data, relevant information processing systems and all supporting documentation. The Authority shall provide all reasonable assistance to enable such inspection, auditing and copying to take place.

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- 13.4 The Authority may request that the local government members of the Authority Contacts Executive conduct an audit of GeoPlace on behalf of the Authority. It will be at the discretion of the Authority Contacts Executive whether an audit shall be conducted. GeoPlace shall on receiving reasonable notice from the local government members of the Authority Contacts Executive grant those local government members of Authority Contacts Executive, or their agents, such access as shall be necessary to any of GeoPlace's premises, or any premises in which GeoPlace's personnel or equipment are located, for the purpose of monitoring GeoPlace's compliance with the terms and conditions of this agreement, including the right to inspect and audit GeoPlace's books of account, data, relevant information processing systems and all supporting documentation. GeoPlace shall provide all reasonable assistance to enable such inspection, auditing and copying to take place.
- 13.5 Each Party acknowledges that it shall only seek to enforce clauses 13.3 and 13.4 where it reasonably suspects the other party being in breach of this Agreement. Each party shall comply with any reasonable measures arising from the findings of an audit that maybe stipulated by the party conducting the audit.

14 Variation

- 14.1 Subject to the provisions of clause 14.2, this Agreement shall not be varied or amended unless such variation or amendment is agreed in writing, by a duly authorised representative of the Authority, and by a duly authorised representative of GeoPlace.
- 14.2 GeoPlace shall be entitled to vary or amend any part of this Agreement if any proposed variation or amendment is unanimously agreed by the Authority Contacts Executive, without the need for the Authority to consent to the change in circumstances where the proposed variation or amendment would not materially and adversely affect the ability of the Authority to discharge its functions (to the extent that this Agreement relates to such functions) and would not result in a material diminution in the scope or delivery standards in relation to the Authority Services and GeoPlace Services. This clause is subject to paragraph 1.1.5 of Schedule 5.

15 Termination

- 15.1 Without prejudice to any other rights of the Authority, but subject to clause 15.3, the Authority shall be entitled to terminate this Agreement immediately where:
- 15.1.1 a GeoPlace Default occurs; and
 - 15.1.2 the Authority has the prior written consent of all the local authority voting members of the Authority Contacts Executive (having acted in accordance with the provisions of Schedule 5).
- 15.2 Without prejudice to any other rights of GeoPlace, but subject to clause 15.3, GeoPlace shall be entitled to terminate this Agreement immediately where an Authority Default occurs.

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- 15.3 In the event that either party wishes to terminate this Agreement pursuant to clause 15.1 or 15.2, the terminating party must serve a termination notice which must specify;
- 15.3.1 the type and nature of the termination, giving reasonable details; and
- 15.3.2 that this Agreement will terminate on the day falling sixty (60) calendar days after the date that the other party receives the termination notice, unless such party rectifies the GeoPlace Default or Authority Default, as applicable, within sixty (60) calendar days. If the default is irremediable, this clause 15.3 shall not apply.
- 15.4 Subject to clause 16, this Agreement shall terminate automatically in the event that (i) the Authority ceases to exist as a result of a local government review or (ii) the PSMA Member Licence terminates for any reason.

16 Survival of Terms

- 16.1 All rights and obligations of the parties shall cease to have effect immediately on termination of this Agreement except that termination shall not affect (a) the accrued rights and obligations of the parties at the date of termination, and (b) rights and obligations which, by their nature, are intended to survive termination.
- 16.2 Without prejudice to the generality of clause 16.1, the rights and remedies of both parties under clauses 11 and 17 shall not be affected or prejudiced by the termination of this Agreement.

17 Limits of Liability

- 17.1 Neither party excludes or limits liability to the other party for death or personal injury resulting from negligence.
- 17.2 Subject to clause 17.4, the aggregate liability of either party to the other under this Agreement shall be limited to the sum of £10,000, provided that such limit shall not apply in relation to any Essential Support Charges and/or Emergency Measures due to GeoPlace.
- 17.3 In respect of the limitations set out above, on the first and each subsequent anniversary of the Effective Date, the monetary limits referenced in clause 17.2 shall automatically be increased by a percentage which is equal to the percentage increase in the retail price index (table RP05) excluding mortgage interest payments published by the government of the United Kingdom. This increase shall apply in respect of all events of Authority Default or GeoPlace Default occurring on or after each anniversary of the Effective Date.

17.4 Subject to clauses 17.1, in no event shall either party be liable to the other for indirect or consequential loss or damage, or for loss of actual or anticipated profits (whether caused by negligence or otherwise) or goodwill, other than as expressly provided for under this Agreement, provided that neither this clause 17.4 nor any other provision of this Agreement shall prevent GeoPlace, Ordnance Survey and/or Royal Mail Group plc from recovering from the Authority all amounts lawfully due in respect of all infringements and breaches of Intellectual Property Rights by the Authority and any party which receives Supplied Data directly or indirectly from the Authority.

18 Bribery, corrupt gifts or payments

18.1 The parties each warrant that in preparation for and the entering into of this Agreement they have not, and they have applied best endeavours to ensure that their personnel and subcontractors have not, offered, given, or agreed to give, to any person or sought or received any gift or dishonest consideration of any kind as an inducement or reward:

18.1.1 for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or

18.1.2 for showing or not showing favour or disfavour to any person in relation to this Agreement.

18.2 The parties each warrant that in fulfilling their respective obligations under this Agreement they will not, and they will apply best endeavours to ensure that their personnel and subcontractors do not, offer, give, or agree to give, to any person or seek or receive any gift or dishonest consideration of any kind as an inducement or reward:

18.2.1 for doing or not doing (or for having done or not having done) any act in relation to the performance of this Agreement; or

18.2.2 for showing or not showing favour or disfavour to any person in relation to this Agreement.

18.3 The parties each warrant and undertake (and shall procure that their subcontractors and personnel shall undertake) in connection with this Agreement to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions, and not to perform their respective obligations or otherwise do anything or omit to do anything under or in connection with this Agreement in such a way as to cause either of them to be in breach of any such legislation, laws or regulations and in particular they have not in connection with this Agreement committed and will not commit any offence:

18.3.1 under the *Bribery Act 2010* or other legislation, laws or regulations in force in England creating offences in respect of bribery and corruption;

18.3.2 under legislation or other laws or regulations in force in any jurisdiction creating offences in respect of bribery and corruption; and

18.3.3 under legislation, laws or regulations creating offences in respect of fraudulent acts.

18.4 Any breach of the Agreement related to this clause by either party or their personnel (whether with or without the knowledge of the relevant party) or the commission of any offence by either party or by any of their personnel or subcontractors under the *Bribery Act 2010* or other legislation, laws or regulations in force in England or any jurisdiction where the Agreement is performed that creates offences in respect of bribery and corruption shall entitle the other party, with no liability whatsoever to the defaulting party, to terminate the Agreement with immediate effect by notice in writing and to recover from the defaulting party the amount of any loss resulting from such termination.

19 Force Majeure

Neither party shall be liable for any failure to perform or any delay or for the consequences of any delay in performing any of its obligations under this Agreement caused by any event beyond its reasonable control (an event of **Force Majeure**). Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such an event of Force Majeure.

20 No Waiver

No failure or delay by either party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

21 Assignment Sub-Contracting and Successors

- 21.1 GeoPlace may assign any of the benefits of this Agreement or transfer any of the burdens of this Agreement with the prior written consent of the Authority Contacts Executive. In the event of assignment the Agreement will be binding on the successors and assignees of either party.
- 21.2 GeoPlace shall be permitted, at its sole option but without prejudice to the rights of the Authority hereunder, to sub-contract the performance of some or all of its responsibilities to any third party. GeoPlace shall notify the Authority Contacts Executive in advance of sub-contracting any of GeoPlace's responsibilities (for the avoidance of doubt, save in respect of any responsibilities which have already been sub-contracted by GeoPlace as at the Effective Date).
- 21.3 Subject to clause 2.2, the Authority shall be permitted, at its sole option but without prejudice to the rights of GeoPlace, to sub-contract the performance of some or all of its responsibilities to any third party. For the avoidance of doubt, where any third party has access to the GeoPlace Services as a result of the Authority sub-contracting some or all of its responsibilities to such third party, the Authority shall ensure that the third party shall only use the GeoPlace Services for the performance, on the Authority's behalf, of the Authority's responsibilities under this Agreement.

21.4 Where the Authority appoints a sub-contractor pursuant to clauses 2.2, 6.1.4 and 21.3, it shall notify GeoPlace of the name and contact details of the sub-contractor no later than thirty (30) Working Days following such appointment.

22 Warranty as to Capacity

Each party warrants and represents to the other that it has full authority power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

23 Entire Agreement

This Agreement together with its Schedules contains the whole agreement between the parties and supersedes any prior written or oral agreement between them relating to it. In particular this Agreement replaces any previous agreements between the Authority and LGIH pertaining to address and street data creation and maintenance. Each party accepts liability for any fraudulent misrepresentations made on its behalf but shall not be liable for any other representations including negligent misrepresentations.

24 Dispute Resolution

24.1 If there is a dispute between the parties the provisions of this clause 24 shall apply.

24.2 In the event of a dispute, the parties shall comply with the procedure set out in Schedule 6 to this Agreement.

24.3 Unless this Agreement has already been repudiated or terminated, both parties shall continue to carry out their obligations in accordance with this Agreement during the resolution period of the dispute.

25 Notices

25.1 Any notice under this Agreement shall be given by prepaid first-class post, recorded delivery, email, fax or by hand to the following contact details:

25.1.1 for GeoPlace: Richard Mason,
GeoPlace LLP, 157-197 Buckingham Palace Road, London SW1W 9SP,
United Kingdom;
Fax: 020 7630 4601;
E-mail: richard.mason@geoplace.co.uk

25.1.2 for the Authority: to the Authority Principal Contact, at the address, email and fax details which the Authority has submitted to GeoPlace (or in the absence of such details to the Authority at the address of the Authority's principal place of business),

25.1.3 or such other contact details as either party shall notify to the other in writing.

25.2 Any notice sent by prepaid first-class post or recorded delivery shall be deemed to have been served two (2) Working Days after posting. Any notice sent by fax shall be deemed to have been served on the next Working Day following sending, provided that electronic confirmation of transmission has been received. Any notice sent by email shall be deemed to have been served on the next Working Day following sending, provided that it is not returned to the sender undelivered. Any notice delivered by hand shall be deemed to have been served on the same day if received before 4:00 pm on a Working Day, or on the next Working Day if received after 4:00 pm.

26 Enforceability and Severance

Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

27 Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Unclassified

28 Third Party Rights

- 28.1 Subject to clause 28.2, the rights of any third party under this Agreement, whether pursuant to the *Contracts (Rights of Third Parties) Act 1999* or otherwise, are hereby excluded.
- 28.2 Any reference in this Agreement to third party suppliers shall be deemed to refer to Ordnance Survey, LGIH, the Valuation Office Agency and Royal Mail Group plc, each of whom shall be reserved rights to directly enforce this Agreement pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

SIGNED by
For and on behalf of the **[Authority]** (Signature)

WITNESS (Date)

Signature

Name

Address

.....
.....

Occupation

(PLEASE COMPLETE IN CAPITALS)

SIGNED by
For and on behalf of **GeoPlace LLP** (Signature)

WITNESS (Date)

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

Schedule 1 Authority Services

Part A

Authority Address Updates Quality Criteria, Maintenance and Update Schedule

- 1 Schedule 8 provides details of those Authorities required to provide Authority Address Updates in accordance with this Part A.
- 2 **Authority Address Updates are defined as:**
 - a) Content: the content of an Authority Address Update is defined by the Data Entry Conventions and Best Practice.
 - b) Format: the format of an Authority Address Update is currently defined by the Data Transfer Format.
 - c) Delivery: Authority Address Updates may be generated as change only updates or full supply and delivered via e-mail or FTP to GeoPlace in the case where the Authority maintains an LLPG or through GeoPlace Service number 120 (**Central Maintenance**).
 - d) Coverage: the area of coverage of an Authority Address Update shall be the relevant Authority Area.
- 3 Each Authority shall be described as either being a '**Contributing Authority**' or a '**Non-Contributing Authority**' for the purpose of this Part A. The overall objective is for all Authorities to be Contributing Authorities. The attributes of a Contributing Authority are described in paragraph 5. An Authority will be a Non-Contributing Authority where it is not a Contributing Authority.
- 4 Where the Authority is a 'Non-Contributing Authority' then the provisions of Schedule 3 will apply.
- 5 A Contributing Authority has all of the following attributes:
 - 5.1 The Authority has appointed and notified to GeoPlace in accordance with Clause 11, an Authority Address Custodian;
 - 5.2 The Authority has completed and provided to GeoPlace an Authority Address Updates Improvement Schedule (as referred to in Part C) within twenty five (25) Working Days of having received an annual pro forma from GeoPlace, indicating the position of the Authority with respect to the creation, maintenance, upkeep and delivery of its Authority Address Updates;
 - 5.3 The Authority is providing Authority Address Updates in accordance with paragraph 2 above;
 - 5.4 The Authority delivers successfully validated Authority Address Updates to GeoPlace no less frequently than on a calendar monthly basis. Where the Authority has failed to provide:

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- 5.4.1 a minimum of ten (10) successfully validated calendar monthly Authority Address Updates to GeoPlace in any one twelve (12) calendar month period commencing on 1 April; or
 - 5.4.2 Authority Address Updates on two (2) consecutive calendar months; or
 - 5.4.3 Authority Address Updates that, in the reasonable opinion of GeoPlace significantly under record address change intelligence on two (2) or more consecutive calendar months. For the avoidance of doubt, if there is genuinely no address change intelligence, the Authority Address Updates will contain no address change intelligence, but must still be provided,

then the Authority will be deemed not to have met this paragraph 5.4.

5.5 The Authority accepts, rejects or amends records as a result of receiving a valid candidate record from GeoPlace and thereby ensures that the appropriate address change intelligence is processed and ready for return back to GeoPlace within ten (10) Working Days of notification from GeoPlace.

5.6 The Authority is recorded by GeoPlace at or above 'achieved national standard' for all individual Quality Criteria Ratings (as identified in the table contained in the Authority Address Updates Improvement Schedule referred to in Part C of this Schedule 1), save for update frequency, in at least one of the three (3) preceding calendar months. For the avoidance of doubt, this paragraph 5.6 shall not come into force until 1 October 2012 (and shall be applied retrospectively over the period from 1 July until 30 September 2012). The Authority acknowledges that Quality Criteria Ratings are monitored by GeoPlace on a calendar monthly basis in arrears.

6 Exceptional Circumstances: Where an Authority does not meet one (or more) of the attributes in paragraphs 5.3, 5.4 and 5.6 in relation to a calendar month and a report is submitted by the Authority to the Authority Contacts Executive (in accordance with clause 25) within five (5) Working Days of the start of the following calendar month detailing exceptional extenuating circumstances, the Authority Contacts Executive may grant an exemption with the effect that the Authority will then be deemed to be a Contributing Authority for the purpose of that particular attribute for that specific calendar month. However, for the purposes of any subsequent assessment as to whether the Authority is a Contributing Authority, the relevant attribute(s) will not be deemed to have been attained, save where otherwise agreed by the Authority Contacts Executive. A new report must be submitted and considered each calendar month.

Part B

Authority Street Updates Quality Criteria, Maintenance and Update Schedule

- 1 Schedule 8 provides details of those Authorities required to provide Authority Street Updates in accordance with this Part B.
- 2 Authority Street Updates are defined as:
 - a) Content: the content of an Authority Street Update is defined by the Data Entry Conventions and Best Practice. For the avoidance of doubt this includes LSG, Additional Street Data (**ASD**) and Operational District Data (**ODD**).
 - b) Format: the format of an Authority Street Update is currently defined by the Data Transfer Format.
 - c) Delivery: Authority Street Updates may be generated as full supply and sent to GeoPlace via the maintenance of an LSG using the NSG Http upload facility or through GeoPlace Service number 220 (**Central Maintenance**).
 - d) Coverage: the area of coverage of an Authority Address Update shall be the relevant Authority Area.
- 3 Each Authority shall be described as either being a '**Contributing Authority**' or a '**Non-Contributing Authority**' for the purpose of this Part B. The overall objective is for all Authorities to be Contributing Authorities. The attributes of a Contributing Authority are described in paragraph 5. An Authority will be a Non-Contributing Authority where it is not a Contributing Authority.
- 4 Where the Authority is a 'Non-Contributing Authority' then provisions of Schedule 3 will apply.
- 5 A Contributing Authority has all of the following attributes:
 - 5.1 The Authority has appointed and notified to GeoPlace in accordance with Clause 11, an Authority Street Custodian;
 - 5.2 The Authority has completed and provided to GeoPlace an Authority Street Updates Improvement Schedule (as referred to in Part D) within twenty five (25) Working Days of having received an annual pro forma from GeoPlace, indicating the position of the Authority with respect to the creation, maintenance, upkeep and delivery of its Authority Street Updates;
 - 5.3 The Authority is providing Authority Street Updates in accordance with paragraph 2 above;
 - 5.4 The Authority delivers successfully validated calendar monthly Authority Street Updates to GeoPlace. Where the Authority has failed to provide:

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- 5.4.1 a minimum of ten (10) successfully validated calendar monthly Authority Street Updates to GeoPlace in any one twelve (12) calendar month period commencing on 1 April; or
 - 5.4.2 Authority Street Updates on two (2) consecutive calendar months; or
 - 5.4.3 Authority Street Updates that, in the reasonable opinion of GeoPlace significantly under record street change intelligence on two (2) or more consecutive calendar months. For the avoidance of doubt, if there is genuinely no street change intelligence, the Authority Street Updates will contain no street change intelligence, but must still be provided,

then the Authority will be deemed not to have met this paragraph 5.4.

- 5.5 The Authority is recorded by GeoPlace at or above 'achieved national standard' for all individual Quality Criteria Ratings (as identified in the table contained in the Authority Street Updates Improvement Schedule referred to in Part D of this Schedule 1) for a period, save for update frequency, in at least one of the three (3) preceding calendar months. For the avoidance of doubt, this paragraph 5.5 shall not come into force until 1 October 2012 (and shall be applied retrospectively over the period from 1 July until 30 September 2012). The Authority acknowledges that Quality Criteria Ratings are monitored by GeoPlace on a calendar monthly basis in arrears.

- 6 Exceptional Circumstances: Where an Authority does not meet one (or more) of the attributes in paragraphs 5.3, 5.4 and 5.5 in relation to a calendar month and a report is submitted by the Authority to the Authority Contacts Executive (in accordance with clause 25) within five (5) Working Days of the start of the following calendar month detailing exceptional extenuating circumstances, the Authority Contacts Executive may grant an exemption with the effect that the Authority will then be deemed to be a Contributing Authority for the purpose of that particular attribute for that specific calendar month. However, for the purposes of any subsequent assessment as to whether the Authority is a Contributing Authority, the relevant attribute(s) will not be deemed to have been attained, save where otherwise agreed by the Authority Contacts Executive. A new report must be submitted and considered each calendar month.

Part C

Authority Address Updates Improvement Schedule

The Authority Address Updates Improvement Schedule means the current Authority Address Updates Improvement Schedule as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time.

Part D

Authority Street Updates Improvement Schedule

The Authority Street Updates Improvement Schedule means the current Authority Street Updates Improvement Schedule as may be revised in agreement with the Authority Contacts Executive and made available by GeoPlace via its website from time to time.

Unclassified

Unclassified

Schedule 2 GeoPlace Services

Part A - GeoPlace Services

Schedule 8 provides details of those Authorities and third party organisations entitled to receive the services in paragraphs 1 and 2 below. Where indicated in the table in paragraph 2 below, services shall be made available to third party organisations, notwithstanding that such organisations are not Participating Authorities.

1. GeoPlace Services in relation to addresses shall include the following:

Service number	Service Title	Service Description
102	LLPG full re-synchronisation to NLPG	<p>Testing that the NLPG is synchronised to the Authority's full supply of an LLPG. This involves:</p> <ul style="list-style-type: none"> a) GeoPlace validating the Authority's full supply of an LLPG; b) GeoPlace reporting to the Authority any errors and warnings; c) the Authority resolving any errors and re-submitting a revised full supply of an LLPG; d) GeoPlace checking the NLPG against the Authority's full supply of an LLPG; e) making amendments to the NLPG as required; and f) GeoPlace providing feedback to the Authority of changes made. <p>a) – d) above may be repeated until the synchronisation process is complete.</p> <p>This Service is subject to the completion of an order form as available via the GeoPlace website from time to time, and is available free of charge once [REDACTED].</p>
103A	Validation and incorporation of Authority Address Updates into NLPG	<p>This involves:</p> <ul style="list-style-type: none"> a) validation by GeoPlace that the Authority Address Update is in accordance with the latest version of the 'LLPG Submission Compliance Check Specifications' as available via the GeoPlace website; b) where the Authority Address Update passes the validation process, GeoPlace will incorporate the

Service number	Service Title	Service Description
		<p>Authority Address Update into the NLPG; and</p> <p>c) where the Authority Address Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Address Update has failed validation.</p>
104A	LLPG health check report	<p>Provision of a [REDACTED]:</p> <p>a) LLPG health check report; and</p> <p>b) progress report in relation to the Authority Address Updates Improvement Schedule (as referred to in Schedule 1 Part C).</p>
112	Validate candidate records from third party sources	<p>a) GeoPlace will on a case by case basis deliver to the Authority, candidate record files generated from information supplied to GeoPlace by third party sources (as agreed by the Authority Contacts Executive) after the candidate record file has been verified by GeoPlace as a genuine candidate. Candidate record files will be delivered via FTP or email.</p> <p>b) GeoPlace will receive and process candidate records returned by the Authority as part of their Authority Update via FTP and/or email, following action by the Authority on the candidate record files provided by GeoPlace.</p>
120	Central Address Maintenance ²	A secure web browser based toolset and Application Programming Interface (API) for Authority Address Update maintenance.
121	Authority Address Custodian Interface ²	A secure web based interface to provide up-to-date data quality reports, performance benchmarking and ranking, improvement schedule and business information tools to support work planning and day to day activities of Authority Address Custodians.
122	Authority Address Web-services ²	The real-time provision to the Authority of data in response to an Authority Address Update, such provision to be via an API that either provides an on-demand verification service or an automated supply in response

² The Authority and GeoPlace acknowledge that Service Numbers 120 to 123 inclusive are not available as at the Effective Date, but that GeoPlace intends to implement such services as soon as practicable. In particular the parties acknowledge the intention to implement Central Maintenance (Service Number 120), the details and specification to be agreed with the Authority Contacts Executive and included within this Schedule.

Service number	Service Title	Service Description
		to change of new / amended data.
123	Address Change Intelligence interface²	Web based application supporting the exchange and notification of address change intelligence between Participating Authorities, Royal Mail and certain address users (namely such third parties (identified by the Authority to GeoPlace in a format specified by GeoPlace, from time to time) as hold a legitimate expectation to receive such information).
130A	Validate integrity of match of addresses from VOA Council Tax data	<ul style="list-style-type: none"> a) GeoPlace will compare the NLPG (in accordance with the current version of the DEC) with VOA Council Tax data supplied to GeoPlace; b) GeoPlace will create a report detailing the records which cannot be linked to the NLPG and deliver the report to the Authority, in arrears on a [REDACTED] basis via FTP or email; and c) a service to receive and process files returned via FTP and/or email following action by the Authority on the above report.
130B	Validate integrity of match of addresses from VOA Non-Domestic Rates data	<ul style="list-style-type: none"> a) GeoPlace will compare the NLPG (in accordance with the current version of the DEC) with VOA Non-Domestic Rates data supplied to GeoPlace; b) GeoPlace will create a report detailing the records which cannot be linked to the NLPG and deliver the report to the Authority, in arrears on a [REDACTED] basis via FTP or email; and c) a service to receive and process files returned via FTP and/or email following action by the Authority on the above report.
130C	Validate integrity of match of addresses from Royal Mail PAF data	<ul style="list-style-type: none"> a) GeoPlace will compare the NLPG (in accordance with the current version of the DEC) with Royal Mail PAF data supplied to GeoPlace; b) GeoPlace will create a report detailing the records which cannot be linked to the NLPG and deliver the report to the Authority, in arrears on a [REDACTED] basis via FTP or email; and c) a service to receive and process files returned via FTP and/or email following action by the Authority on the above report.

Service number	Service Title	Service Description
130D	Validate integrity of match of addresses from Ordnance Survey data	a) GeoPlace will compare the NLPG (in accordance with the current version of the DEC) with Ordnance Survey data supplied to GeoPlace; b) GeoPlace will create a report detailing the records which cannot be linked to the NLPG and deliver the report to the Authority, in arrears on a [REDACTED] basis via FTP or email; and c) a service to receive and process files returned via FTP and/or email following action by the Authority on the above report.
205B	Streets comparison report	Provision by GeoPlace to the Authority of a monthly report comparing street information from NLPG and NSG.
401	Guidance and support documentation	GeoPlace maintains and publishes general guidance and support documentation on all areas of its services, planned upgrades and service operations. Documentation is available online via the GeoPlace website, via mailing list and in hard copy.
402	Newsletter	GeoPlace distributes regular newsletter (E-zine) by email and also delivers it via its website. It includes news, articles, reviews, progress, competitions and sections on GeoPlace affairs.
403A	Help Desk	A support service to assist with queries that is operated between 9:00am and 5:30pm on each Working Day. Help may be provided by telephone, fax or e-mail, or through summary listings of typical questions and answers. Assistance concerning Authority Address Updates, Authority Address Update Improvement Schedule orders and general information.
404A	Support to Authority Contact groups	Provision of technical and procedural resources to facilitate the dissemination of best practice guidance and advice to Authority Contacts. This is to include: a) support of governance arrangements; b) support to Authority Contacts; c) support Authority Contacts groups; and d) managing DEC and Data Transfer Format revision process.
405A	Guidance and assistance with the preparation of the	GeoPlace provides reasonable telephone and email assistance to Authority Address Custodians with the annual preparation, completion and agreement of

Service number	Service Title	Service Description
	Authority Address Update Improvement Schedule	Authority Address Update Improvement Schedules during the collection process (in accordance with Schedule 1 Part A).
406A	Provision of Websites	Maintenance and publication of websites: www.geoplace.co.uk and www.nlpg.org.uk
407	Service Provision Reports	Monitor service provision and provide reports to the Authority Contacts Executive on performance in accordance with clause 7.1.
408	Maintain Authority contact/status information	Maintenance of list of Authority Contacts.
409	Support of the FTP and Http sites	Maintain the FTP and Http sites for use. GeoPlace shall provide the FTP site for the supply of Authority Street Updates on all Working Days.

2. GeoPlace Services in relation to streets shall include the services described in the table below.

Service number	Service Title	Service Description
201A	Authority Street Update full submission and compliance testing	<p>Compliance testing of Authority Street Updates This involves:</p> <ul style="list-style-type: none"> a) the provision of http upload facilities to enable the Authority to submit its Authority Street Updates to the NSG website; b) validation by GeoPlace that the Authority Street Update is in compliance with the DEC and the Data Transfer Format; c) where the Authority Street Update passes the validation process, GeoPlace will incorporate the Authority Street Update into the NSG; d) where the Authority Street Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Street Update has failed validation; and e) the Authority resolving those errors and re-submitting the updated Authority Street Update to GeoPlace. <p>The above process may be repeated until the earlier of: the validation process being completed, or close of</p>

Service number	Service Title	Service Description
		business on the penultimate Working Day of the calendar month.
201B	ASD and ODD full submission for Highway Authority (and not for any Participating Authorities)	Acceptance of ASD and ODD. This involves: <ol style="list-style-type: none"> the provision of http upload facilities to enable the Highway Authority to submit its ASD and ODD to the NSG hub website; GeoPlace will make available the ASD and ODD on the NSG website.
201C	ASD and ODD full submission for Statutory Undertaker (and not for any Participating Authorities)	Acceptance of ASD and ODD. This involves: <ol style="list-style-type: none"> the provision of http upload facilities to enable the Highway Authority to submit its ASD and ODD to the NSG hub website; GeoPlace will make available the ASD and ODD on the NSG website.
204	LSG, ASD and ODD data supply (full supply)	The provision of password protected http download facilities via the NSG website to enable Local Highway Authorities, Highway Authorities and Statutory Undertakers to take a monthly download of all LSG, ASD and ODD validly submitted to GeoPlace via the http upload facilities on the NSG website. The download facility will provide access to: <ul style="list-style-type: none"> a full update file for each LSG, ASD and ODD; and an indication of data currency, i.e. date of latest LSG, ASD, and ODD upload.
205A	LSG health check report	Provision of a [REDACTED] LSG health check report and progress report in relation to the Authority Street Updates Improvement Schedule (as referred to in Schedule 1 Part D).
205B	Streets comparison report	Provision by GeoPlace to the Authority of a [REDACTED] report comparing street information from NLPG and NSG.
205C	LSG Summary Report	Provision by GeoPlace to the Authority of a [REDACTED] report summarising content and data quality.
220	Central Street Maintenance³	A secure web browser based toolset and Application Programming Interface (API) for Authority Street Update

³ The Authority and GeoPlace acknowledge that Service Numbers 220 to 223 inclusive are not available as at the Effective Date, but that GeoPlace intends to implement such services as soon as practicable. In particular the parties acknowledge the intention to implement Central Maintenance (Service Number 220), the details and specification to be agreed with the Authority Contacts Executive and included within this Schedule.

Service number	Service Title	Service Description
		maintenance.
221	Authority Street Custodian Interface³	A secure web based interface to provide up-to-date data quality reports, performance benchmarking and ranking, improvement schedule and business information tools to support work planning and day to day activities of Authority Street Custodians.
222	Authority Street Web-services³	The real-time provision to the Authority of data in response to an Authority Street Update such provision to be via an API that either provides an on-demand verification service or an automated supply in response to change of new / amended data.
223	Street Change Intelligence interface³	Provision of a web based street information portal to support the Authorities' statutory obligations.
401	Guidance and support documentation	GeoPlace maintains and publishes general guidance and support documentation on all areas of its services, planned upgrades and service operations. Documentation is available online, via the GeoPlace website, via mailing list and in hard copy.
402	Newsletter	GeoPlace distributes regular newsletter (E-zine) by email and also delivers it via its website. It includes news, articles, reviews, progress, competitions and sections on GeoPlace affairs.
403B	Help Desk	A support service to assist with queries that is operated between 9:00am and 5:30pm on each Working Day. Help may be provided by telephone, fax or e-mail, or through summary listings of typical questions and answers. Assistance concerning Authority Street Updates, Authority Street Update Improvement Schedule, orders and general information.
404A	Support to Authority Contact groups	Provision of technical and procedural resources to facilitate the dissemination of best practice guidance and advice to Authority Contacts. This is to include: a) support of governance arrangements; b) support to Authority Contacts; c) support Authority Contacts groups; and d) managing DEC and Data Transfer Format revision

Service number	Service Title	Service Description
		process.
405B	Guidance and assistance with the preparation of the Authority Updates Improvement Schedule	GeoPlace provides reasonable telephone and email assistance to Authority Street Custodians with the annual preparation, completion and agreement of Authority Street Updates Improvement Schedules during the collection process (in accordance with Schedule 1 Part B).
406B	Provision of Websites	Maintenance and publication of websites: www.geoplace.co.uk and www.thensg.org.uk .
407	Service Provision Reports	Monitor service provision and provide reports to the Authority Contacts Executive on performance in accordance with clause 7.1.
408	Maintain Authority contact/status information	Maintenance of list of Authority Contacts.
409	Support of the FTP and Http sites	Maintain the FTP and Http sites for use. GeoPlace shall provide the FTP site for the supply of Authority Address Updates on all Working Days.

Part B

Standards

The Standards are the targets for service delivery and are monitored, reported and calculated on a monthly basis in arrears. For time based Standards, failure is recorded as the number of Working Days exceeded for that service delivery requirement.

For a failure to occur, a fault must be shown to be one where GeoPlace can reasonably be shown to hold direct responsibility for the failure.

Service number	Service Title	Standard
102	LLPG full re-synchronisation to NLPG	Testing that the NLPG is synchronised to the Authority's full supply of an LLPG. Report to be returned to Authority within [REDACTED] of the receipt of an order.
103A	Validation and incorporation of Authority Update into NLPG	<p>Within [REDACTED] of receipt of Authority Address Update:</p> <ul style="list-style-type: none"> a) GeoPlace will acknowledge receipt; b) where the Authority Address Update passes the validation process, GeoPlace will incorporate the Authority Address Update into the NLPG and confirm this to the Authority; and c) where the Authority Address Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Address Update has failed validation. <p>Delivery should be confirmed and data should be made available in the NLPG [REDACTED] and a quality report returned to the Authority within the same deadline (only if data is sent in the correct format and passes validation).</p>
104A	LLPG health check report	Provided [REDACTED].
112	Validate candidate records from third party sources	In relation to paragraph a) GeoPlace will verify candidate record files and deliver genuine candidates to the Authority within [REDACTED] of receipt by GeoPlace of the candidate record files.

Service number	Service Title	Standard
120	Central Address Maintenance ⁴	TBC
121	Authority Address Custodian Interface ⁴	TBC
122	Authority Web Services ⁴	TBC
123	Address Change Intelligence interface ⁴	TBC
130A	Validate integrity of match of addresses from VOA Council Tax data	In relation to paragraph b), the GeoPlace report will be provided in arrears [REDACTED].
130B	Validate integrity of match of addresses from VOA Non-Domestic Rates data	In relation to paragraph b), the GeoPlace report will be provided in arrears [REDACTED].
130C	Validate integrity of match of addresses from Royal Mail PAF data	In relation to paragraph b), the GeoPlace report will be provided in arrears [REDACTED].
130D	Validate integrity of match of addresses from Ordnance Survey data	In relation to paragraph b), the GeoPlace report will be provided in arrears [REDACTED].
201A	Authority Street Update full submission and compliance testing	<p>Automatically on receipt of Authority Street Update:</p> <ul style="list-style-type: none"> a) GeoPlace will acknowledge receipt; b) where the Authority Street Update passes the validation process, GeoPlace will incorporate the Authority Street Update into the NSG and confirm this to the Authority; and c) where the Authority Street Update does not pass the validation process GeoPlace will provide a report to the Authority containing details of why the Authority Street Update has failed validation.
201B	ASD and ODD full	Automatically on receipt of ASD and ODD:

⁴ See footnote ²

Service number	Service Title	Standard
	submission (not for any Participating Authorities)	a) GeoPlace will acknowledge receipt to the Highway Authority; and b) GeoPlace will make available ASD and ODD on the NSG website.
201C	ASD and ODD full submission for Statutory Undertaker (and not for any Participating Authorities)	Automatically on receipt of ASD and ODD: a) GeoPlace will acknowledge receipt to the Statutory Undertaker; and b) GeoPlace will make available ASD and ODD on the NSG website.
204	LSG, ASD and ODD data supply (full supply)	The monthly download will be available by the [REDACTED] of the subsequent calendar month.
205A	LSG health check report	Provided once [REDACTED].
205B	Streets comparison report	Provided once [REDACTED].
205C	LSG Summary Report	Provided once [REDACTED].
220	Central Street Maintenance⁵	TBC
221	Authority Street Custodian Interface⁵	TBC
222	Authority Web Services⁵	TBC
223	Street Change Intelligence interface⁵	TBC
401	Guidance and support documentation	In aggregate there will be no more than [REDACTED] reasonable, formal complaint received by GeoPlace in relation to these services during each calendar month.
402	Newsletter	
403A&B	Help Desk	
404A	Support to Authority Contact groups	
405A&B	Guidance and assistance with the preparation of the Authority Update Improvement Schedule	

⁵ See footnote ³

Service number	Service Title	Standard
406A&B	Provision of Websites	
407	Service Provision Reports	
408	Maintain Authority contact/status information	
409	Support of the FTP and Http sites	

Schedule 3 Essential Support

- 1 GeoPlace shall notify the Authority in the event that through failing to comply with its obligations under Schedule 1 the Authority has become a Non-Contributing Authority. The notice will contain an estimate of costs to prepare an Essential Support Action Plan (described in Support number 310 in the table below).
- 2 Within ten (10) Working Days of such notification GeoPlace shall consult with the Authority and provide the Authority with a reasonable Essential Support Action Plan detailing the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority. The Authority shall provide GeoPlace with reasonable assistance in relation to such consultation and the preparation of the Essential Support Action Plan, in accordance with the terms indicated in Essential Support number 310, including allowing supervised access to the Authority's premises, staff and systems.
- 3 The Essential Support Action Plan will identify the Essential Support numbers which GeoPlace shall continue to provide to enable the Authority to comply with the Essential Support Action Plan, and shall identify any Essential Support Charges due in relation to such support. Any other services required to comply with the Essential Support Action Plan may be available from GeoPlace or other third parties subject to separate agreement.
- 4 Where the Authority fails to comply with the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority as specified in the Essential Support Action Plan, GeoPlace shall be entitled to exercise the right to fulfil the Essential Support Action Plan on the Authority's behalf (**Emergency Measures**). Where GeoPlace exercises its right to take Emergency Measures it shall fulfil the Essential Support Action Plan within such timescales and costs as are reasonable. At the Effective Date the standard cost in relation to Emergency Measures is [REDACTED].
- 5 For the avoidance of doubt, and subject to clause 15.3 of the Agreement, GeoPlace shall be entitled to issue a notice of termination for Authority Default in the event that the Authority:
 - 5.1 refuses to permit GeoPlace to exercise Emergency Measures pursuant to Schedule 3; or
 - 5.2 fails to provide reasonable assistance to enable GeoPlace to complete any action required in relation to Emergency Measures (which shall include, but not be limited to, refusing to allow supervised access to the Authority's premises, staff and systems); or
 - 5.3 fails to make payment to GeoPlace in relation to the completion of its Essential Support Action Plan and/or GeoPlace exercising its right to take Emergency Measures.

- 6 Where GeoPlace exercises its right to take Emergency Measures under this Schedule, such rights will cease only upon completion of the Essential Support Action Plan by GeoPlace, and the Authority being deemed to be a Contributing Authority.
- 7 The Essential Support and appropriate Essential Support Charges will be based on the description and rates set out in this Schedule and in the table below.
- 8 All figures for Essential Support Charges and Emergency Measures which are set out in this Schedule are exclusive of VAT and other taxes as applicable, and all such taxes shall be payable by the Authority in accordance with the invoicing procedure, on production of the appropriate invoice from GeoPlace.
- 9 Allowance for changes in the Retail Price Index shall be made as follows. All monetary amounts in this Schedule may be increased at the discretion of GeoPlace on 1 April each year by the amount of the increase in the Retail Price Index (RPI excluding mortgage rate payments (RPIX - table ref no: RP05)) as published by the Office of National Statistics (**ONS**).

Essential Support number	Essential Support title	Essential Support description	Essential Support Charge
310	Essential Support Action Plan	Provision by GeoPlace to an Authority of an action plan detailing the timescales and necessary steps to be taken in order for the Authority to become a Contributing Authority.	[REDACTED]
312	LLPG full re-synchronisation to NLPG	Where more than one (1) full re-synchronisation made within the same financial year. Where a request for full re-synchronisation is made by the Authority outside the Essential Support Action Plan process, then this shall be subject to separate contractual arrangements.	[REDACTED]
314	Essential Support for failure to complete the Authority Update Improvement Schedule	Essential Support to assist the Authority to complete an Authority Updates Improvement Schedule, the Authority having failed to complete the same after twenty five (25) Working Days of the Schedule distribution date.	[REDACTED]

Schedule 4 Contractor Licence⁶

Contractor Licence

For the sub-contracting of Supplied Data

THIS Contractor Licence is made the day of 20[]

BETWEEN:

(1) [AUTHORITY]

of [ADDRESS]

(the **Authority**)

(2) [CONTRACTOR]

of [ADDRESS]

(the **Contractor**)

WHEREAS:

- (A) The Authority is licensed by GeoPlace under the Data Co-operation Agreement to use Supplied Data and to receive the Services.
- (B) This Contractor Licence is entered into pursuant to the Data Co-operation Agreement, and sets out the terms upon which the Authority sub-licenses the use of Supplied Data and/or the right to receive the Services to the Data Co-operation Agreement Contractor to enable the Contractor to provide the Works on the Authority's behalf.

NOW IT IS HEREBY AGREED as follows:

1 Definitions & Interpretation

Authorised Use means the Authority's permitted use of the Supplied Data and/or the Services under the Data Co-operation Agreement;

Confidential Information means any information that is marked 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 in anticipation of or as a result of this Contractor Licence;

Data means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material;

⁶ The Authority agrees that pursuant to clause 6.1.4 an Appendix will need to be incorporated into the Contractor Licence (as Appendix 1), to include the Royal Mail Terms contained in Schedule 7 to this Agreement.

Data Co-operation Agreement	means the agreement of the same name entered into between the Authority and GeoPlace, pursuant to which GeoPlace licenses the Authority to use the Supplied Data and grants the Authority the right to receive the Services;
Environmental Information Regulations	means the <i>Environmental Information Regulations 2004</i> together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;
FOIA	means the <i>Freedom of Information Act 2000</i> and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioners in relation to such legislation;
GeoPlace	means GeoPlace™ LLP, a limited liability partnership with registered number OC359627 and with its trading address at 157-197 Buckingham Palace Road, LONDON, SW1W 9SP;
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registrations of any of them;
Royal Mail	means Royal Mail Group plc and/or Royal Mail Group Limited;
Services	means the GeoPlace Services as defined in the Data Co-operation Agreement, including for the avoidance of doubt the provision of access to data;
Supplied Data	means particular Data that is both licensed by GeoPlace to the Authority under the Data Co-operation Agreement and provided to the Contractor under this Agreement;
Term	means the period specified in Clause 2; and
Works	means either: <ul style="list-style-type: none">a) a tender by the Contractor to supply goods or services to the Authority; orb) the actual supply of goods or services to the Authority by the Contractor.

1.1 In this Contractor Licence, unless the context otherwise requires:

1.1.1 words in the singular include the plural and vice versa;

- 1.1.2 references to: a) a Clause are to a clause of this Contractor Licence; b) a party are to a party to this Contractor Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

2 Term

This Contractor Licence shall commence on the date at the beginning of this Contractor Licence or, in the absence of such date, the date on which the second party in time signs this Contractor Licence, and shall, unless terminated earlier in accordance with Clause 6, expire upon the Contractor completing the provision of the Works.

3 Grant of sub-licence

Data Co-operation Agreement

- 3.1 In consideration of the Contractor providing the Works, the Authority grants the Contractor, for the Term, a non-exclusive, non-transferrable, revocable sub-licence to use the Supplied Data and/or to receive the Services for the Authority's (and not the Contractor's) Authorised Use solely for the purpose of providing the Works. The Authority shall notify the Contractor in writing of the terms of the Authority's Authorised Use prior to or at the same time as the commencement of this Contractor Licence.
- 3.2 Apart from the Contractor, no person, firm or organisation (including without limitation any group company or affiliate) is granted any rights under this Contractor Licence.
- 3.3 This Contractor Licence does not give the Contractor the right to sub-licence, distribute, sell or otherwise make available the Supplied Data and/or the Services to third parties.
- 3.4 Prior to or upon the Contractor receiving Supplied Data or Services (whether from the Authority or GeoPlace), the Authority will inform the Contractor in writing of the scope of the Authority's Authorised Use.

4 Obligations of Contractor

- 4.1 The Contractor shall:
- 4.1.1 not use Supplied Data or Services for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the brand of the Supplied Data or Services or reputation of any person;
- 4.1.2 use its best endeavours to use adequate technological and security measures GeoPlace or the Authority may reasonably recommend from time to time, to ensure that all Supplied Data, Services, login details and any other similar information (such as user names and passwords) which the Authority provides the Contractor and which the Contractor holds or is responsible for are secure from unauthorised use or access; and

4.1.3 notify the Authority and/or GeoPlace as soon as it suspects any infringement of any of the IPR in the Supplied Data or Services or any unauthorised use of login details and any other similar information (such as user names and passwords) and give the Authority and GeoPlace all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use.

4.2 The Contractor will comply with the Royal Mail terms appended to this Contractor Licence to the extent that any of the Supplied Data incorporates any IPR belonging to Royal Mail.

5 Termination

5.1 Either party may terminate this Contractor Licence with immediate effect at any time by giving notice to the other party in writing.

5.2 This Contractor Licence will terminate automatically with immediate effect in the event that the Data Co-operation Agreement is terminated or expires.

The Authority will inform the Contractor of such termination as soon as practicable following such termination.

6 Effect of Termination or Expiry

6.1 In the event of termination or expiry of this Contractor Licence:

6.1.1 the Contractor shall within thirty (30) calendar days of such termination or expiry destroy (or at GeoPlace's or the Authority's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at GeoPlace's or the Authority's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data (or login details or similar details); and

6.1.2 the Contractor shall cease to be entitled to use any login details provided by Authority in order to access the Supplied Data (or passwords or similar details provided in order to access any Supplied Data made available from time to time by GeoPlace or the Authority).

6.3 Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 4.1.2, 4.1.3, 4.2, 6, 7, 8, 10, and 11 to 17) shall continue in full force and effect notwithstanding such termination or expiry.

7 Variation

7.1 The Authority shall be entitled to vary this Contractor Licence with immediate effect by giving notice in writing to the Contractor.

7.2 If the Contractor is not entitled to use specific Supplied Data and/or Services as a result of the variation of this Contractor Licence in accordance with Clause 7.1, then this shall be treated as a termination in part in relation to that specific Supplied Data and/or Services and, in relation to any such Supplied Data, the Contractor shall comply with an obligation equivalent to Clause 6.1.1.

8 Auditing

- 8.1 Upon GeoPlace's or the Authority's written request, the Contractor shall provide written evidence of compliance with its obligations under this Contractor Licence.
- 8.2 The Contractor shall maintain accurate and complete records of its use of the Supplied Data and Services. GeoPlace and/or the Authority (and their respective representatives) have the right on reasonable notice during business hours to enter the Contractor's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the Contractor's compliance with this Contractor Licence and to take copies of any necessary records. The Contractor shall, at its expense, make appropriate employees and facilities available to provide GeoPlace and/or the Authority with all reasonable assistance to enable such inspection, auditing and copying to take place.
- 8.3 The Contractor will comply with reasonable measures stipulated by GeoPlace or the Authority as a result of any audit.

9 Warranties

- 9.1 The Authority and GeoPlace exclude to the fullest extent permissible by law all express or implied warranties.

10 Liabilities

- 10.1 Nothing in this Contractor Licence shall exclude or limit either party's (or, if applicable, GeoPlace's) liability for:
- 10.1.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents; or
 - 10.1.2 fraud or fraudulent misrepresentation.
- 10.2 The Contractor acknowledges that GeoPlace shall have no liability whatsoever in respect of its use of the Supplied Data and/or Services.
- 10.3 Subject to Clause 10.1, the Contractor will indemnify the Authority against all and any loss, liability, costs (including without limitation legal costs), claims, damages or expenses suffered or incurred by the Authority or for which the Authority may become liable arising out of any breach by the Contractor of any of the provisions of this Contractor Licence or the use by the Contractor of the Supplied Data and/or Services.

11 Assignment, subcontracting and sublicensing

- 11.1 Except as agreed in writing by GeoPlace, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this Contractor Licence.

12 Waiver

- 12.1 The waiver on a particular occasion by either party of rights under this Contractor Licence does not imply that other rights will be waived.
- 12.2 No delay in exercising any right under this Contractor Licence shall constitute a waiver of such right.

13 Intellectual Property Rights

- 13.1 The Contractor acknowledges that this Contractor Licence does not constitute the grant or transfer of any IPR subsisting in or used or in connection with the Supplied Data and/or Services including any documentation and manuals relating thereto and that the ownership of all such rights is unaffected by this Contractor Licence. The Contractor shall not during or at any time after the expiry or termination of this Contractor Licence in any way question or dispute the ownership of rights of GeoPlace or the Authority or any third party in the Supplied Data and/or Services.
- 13.2 For the avoidance of doubt, the Contractor assigns to the Authority all present and future IPR it owns in the Works.

14 Confidentiality

- 14.1 The parties agree:
- 14.1.1 to use Confidential Information of the other only for the purposes of discussions between the parties relating to their business relationship, and for performing obligations and exercising rights granted under this Contractor Licence;
 - 14.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who need to know such Confidential Information and who are subject to at least the same obligations of confidentiality as those set out in this Clause 14;
 - 14.1.3 to notify the other without delay of any unauthorised use, copying or disclosure of the other's Confidential Information of which it becomes aware and provide all reasonable assistance to the other to stop such unauthorised use, copying and/or disclosure; and
 - 14.1.4 except as required by law or by governmental or regulatory requirements (which, for the avoidance of doubt, shall include any requirements for disclosure under the FOIA and/or the Environmental Information Regulations), not to disclose Confidential Information to any third parties unless expressly permitted under this Clause 14 or with the other's prior written consent.
- 14.2 The obligations in this Clause 14 do not apply to any information which is in the public domain (other than through the breach of any obligation of confidentiality) or which a party can demonstrate was previously known to it (unless acquired directly from the other party or in breach of any obligation of confidentiality) or was independently developed by it without the use of any Confidential Information.

15 Data Protection

- 15.1 Each party shall comply with its respective obligations under the provisions of the *Data Protection Act 1998*, and Regulations made under that Act in relation to its processing of personal data as a data controller or alternatively as a data processor.

- 15.2 Where the Contractor processes personal data as a data processor on behalf of the Authority as data controller the Contractor shall:
- 15.2.1 act only on instructions from the Authority as data controller;
 - 15.2.2 comply with the Authority's instructions in relation to the processing of personal data as such instructions are given and varied from time to time by the Authority; and
 - 15.2.3 at all times take all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 15.3 The Authority may from time to time serve on the Contractor a notice (an **Information Notice**) requiring the Contractor, within such time and in such form as is specified in the Information Notice, to furnish to the Authority such information as the Authority may reasonably require relating to:
- 15.3.1 compliance by Contractor with its obligations to the Authority under this Contractor Licence in connection with the processing of personal data; and/or;
 - 15.3.2 the rights of data subjects, including but not limited to subject access rights.

16 Contracts (Rights of Third Parties) Act 1999

- 16.1 Subject to Clause 16.2, a person who is not a party to this Contractor Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Contractor Licence.
- 16.2 GeoPlace shall be entitled to the benefit of the terms of this Contractor Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

17 Governing Law and Jurisdiction

- 17.1 This Contractor Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts

SIGNING

SIGNED by	SIGNED by
for and on behalf of [Authority]	for and on behalf of [Contractor]
.....
.....

Unclassified

Schedule 5 Contract Management

1 Contractual Management

1.1 Authority Contacts Executive

1.1.1 The Authority Contacts Executive (**ACE**) is a forum for representatives of GeoPlace and the Participating Authorities established (a) to ensure that the specification, data entry conventions and quality and performance measures are properly monitored by GeoPlace; and (b) to represent Participating Authorities and to liaise with GeoPlace in connection with the rights and obligations of such Authorities under this Agreement.

1.1.2 The ACE acts to manage the relationship between GeoPlace and Participating Authorities in accordance with the current ACE Terms of Reference and Governance Guidelines, available via the GeoPlace website, and as amended by ACE from time to time. This Schedule sets out the high level principles underlying the ACE Terms of Reference, as at the Effective Date.

1.1.3 The ACE is the decision making body for managing the Data Co-operation Agreement, and associated technical documentation relating to data supply arrangements between Participating Authorities and GeoPlace (for example, the Data Entry Conventions and Best Practice and Data Transfer Formats or their replacements).

1.1.4 The membership of ACE will comprise:

1.1.4.1 the following voting members:

- a) Two GeoPlace LLP authorised representatives, one of whom will be identified as the chairperson of all meetings. These two members will have one vote each (but the chairperson will have no casting vote);
- b) Appointed principal chair of the Regional Chairs Address Group (with only one vote). In the absence of the chair of the Regional Chairs Address Group, the deputy of the Regional Chairs Address Group will become a voting member;
- c) Appointed principal chair of the Regional Chairs Street Group (with only one vote). In the absence of the chair of the Regional Chairs Street Group, the deputy of the Regional Chairs Street Group will become a voting member); and

1.1.4.2 the following non-voting members:

- a) the deputy of the Regional Chairs Address Group;
- b) the deputy of the Regional Chairs Street Group;

- c) a meeting facilitator/coordinator to be provided by GeoPlace; and
- d) other advisory members invited by the voting members to join the group from time to time or on a regular basis.

1.1.5 Members from the ACE will meet at least four (4) times per twelve month period, the optimum being no less than monthly, to develop and agree strategy and business plan, discuss and resolve any issues, agree any changes to the DEC, Data Transfer Format, Authority Updates Improvement Schedules, ACE Terms of Reference or other technical documentation referred to in or associated with the Agreement and, subject to clause 14.2, to agree any other changes to the Agreement, in each case with specific reference to:

- a) the performance by GeoPlace and the Participating Authorities;
- b) GeoPlace Services, GeoPlace Default, Authority Services, Authority Default(s), Essential Support and Emergency Measures;
- c) requests for changes to the Agreement and associated documentation;
- d) formal notices relating to the Agreement;
- e) review the role and remit of the Regional Chairs Group(s), sub-group(s), working party(s) and Authority Contacts representatives;
- f) review any relevant working arrangements involving GeoPlace, including with the LGA (Local Government Association), Ordnance Survey, the PSMA GI Group (Geographic Information Group), VOA (Valuation Office Agency), Royal Mail, BIS (Department for Business, Innovation and Skills) and DfT (Department for Transport); and
- g) any request for consent to termination of the Agreement by a Participating Authority pursuant to Clause 15.1.2. Such a request will be considered in accordance with paragraph 1.1.7 below.

1.1.6 Local Authority representation on ACE will be drawn from the Regional Chairs Address Group and the Regional Chairs Street Group (each an **RCG**), constituted of regionally elected Authority Address Custodians and Authority Street Custodians, respectively. The ACE may liaise with the RCG(s) in any consultation required to resolve any issues and also receive requests from the RCG(s) for changes to the Agreement or associated documentation. Only ACE or a principal chair may nominate the RCG(s) to investigate and resolve any issues.

1.1.7 Where a request for consent to termination is received as described in paragraph 1.1.5 g) above, the representatives from the Regional Chairs Address Group and Regional Chairs Streets Group (the **Regional Representatives**) will only give their consent where, in their reasonable opinion (and having first discussed the matter with the GeoPlace representatives on ACE), any GeoPlace Default is sufficiently serious such that termination is the only appropriate remedy. In reaching their decision, the Regional Representatives will also take into account whether a decision to terminate would undermine the overarching objectives and principles of the arrangements of which this Agreement forms a part.

1.2. Regional Chairs Group(s)

The RCGs will

- 1.2.1 be formed through the election of regional Authority Address Custodian and Authority Street Custodian representatives by the appropriate Authority Contacts according to the current RCG Terms of Reference and Governance Guidelines available via the GeoPlace website, and as amended by the ACE from time to time. The RCG(s) will also invite representatives of GeoPlace to attend all their meetings;
- 1.2.2 represent Participating Authorities in accordance with the RCG Terms of Reference and Governance Guidelines (as described above);
- 1.2.3 assist in the monitoring and management of Authority Updates;
- 1.2.4 assist the monitoring and management of the use of GeoPlace Services;
- 1.2.5 provide feedback to the ACE on issues related to Authority Services and GeoPlace Services;
- 1.2.6 provide a mechanism for the ACE to explore issues related to the Agreement;
- 1.2.7 consult and gather issues and views, using region / area meetings, from Authority Contacts and making any necessary requests for action from the ACE; and
- 1.2.8 monitor and advise the ACE and Participating Authorities of issues that may affect the delivery of Authority Updates and use of the GeoPlace Services.

Unclassified

Schedule 6 Dispute Resolution

The procedure for disputes will comprise four stages.

- Stage 1** Where at all possible, the parties shall take appropriate steps to resolve the dispute internally using the Authority Contacts Executive as a mediator wherever possible (and without the need to invoke any formal procedure). If it has not been possible to resolve the dispute then Stage 2 will be invoked by written notice from either party (in the form of a paper letter signed by the signature to the Agreement).
- Stage 2** Within twenty (20) Working Days of receipt of such notice, the dispute shall be discussed by the signatories to this Agreement. In the event that the matter is not resolved within twenty (20) Working Days of such discussion, any party may invoke the next stage.
- Stage 3** The dispute shall then be referred to the independent arbitration in the form of independent legal advice nominated from Chartered Institute of Arbitrators. Should the matter still be unresolved after a further period of twenty (20) Working Days, any party may invoke the next stage.
- Stage 4** The dispute shall be referred to the courts of England and Wales as applicable under clause 27.

Any of the time limits specified above may be extended by the mutual agreement of the parties to the dispute. Such extension shall not prejudice the right of any party to proceed to the next stage of the dispute procedure on its expiry.

Unclassified

Schedule 7 Royal Mail terms

Part A – Application of Royal Mail terms

Where the data made available to you by or on behalf of GeoPlace under this Agreement includes Royal Mail PAF data, the terms in this Schedule 7 apply in addition to the other terms of this Agreement. Where there is any conflict between the terms of this Schedule 7 and the other terms of this Agreement, this Schedule 7 shall take precedence.

Part B – Definitions

In addition to the other definitions in this Agreement, in this Schedule 7 the following words and phrases shall have the following meanings:

European Commission Approved Transfers	means transfers of personal data (a) within the European Economic Area (b) to such other countries as are approved from time to time by the European Commission as having an adequate level of protection for personal information or (c) which are protected by legislation or frameworks within other countries where such legislation or framework have been approved by the European Commission as having an adequate level of protection for personal information.
Load-Balancing Purposes	means the purposes of splitting work, data, software or other materials between multiple computers, network links or other resources in order to optimise resource usage, minimise response time and improve reliability.
PAF®	means the database, or any part of it, known as the 'Postcode Address File' containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. 'PAF' is a registered trade mark of Royal Mail.
Royal Mail	means Royal Mail Group plc and/or Royal Mail Group Limited.
Royal Mail Agreement	means any agreement between Royal Mail and GeoPlace LLP for the supply and/or licence of any Royal Mail Data.
Royal Mail Data	means PAF, including any extracts from or updates to the same, as supplied or contained in any data made available to you under this Agreement or otherwise.
Terminal	means a laptop, PC, workstation or other equipment containing a screen on which Royal Mail Data may be used, and which is internal or personal to you and/or your permitted sub-contractors.
You, Your	means you, the Authority that is the party to this Agreement for the delivery of Authority Updates.

We, Us, Our means GeoPlace.

Part C – Royal Mail Terms

1 Grant of Licence

- 1.1 You shall comply and you shall procure that your permitted sub-contractors comply with the terms set out in this Part C in respect of the Royal Mail Data.
- 1.2 You shall, without limitation, procure that prior to supplying each permitted sub-contractor with any Royal Mail Data, each sub-contractor has entered into a sub-licence containing the restrictions and obligations set out in this Schedule 7. You shall procure that your sub-contractors comply with the terms of such sub licences.

2 Conditions of Use

- 2.1 You may provide Royal Mail Data (or data created from or including Royal Mail Data pursuant to the Agreement) in the following ways only:
 - 2.1.1 to us or our permitted successors and assigns (including GeoPlace LLP), subject to the provisions of the Agreement, as modified by this Schedule 7; and
 - 2.1.2 to your sub-contractors, as permitted by and in accordance with the Agreement (as modified by this Schedule 7).
- 2.2 You have no right to sublicense (other than as expressly permitted in this Schedule 7), resell, assign or otherwise transfer any part of the Royal Mail Data.
- 2.3 You shall not use any of the Royal Mail Data other than to create the Authority Update on our behalf pursuant to the terms of this Agreement.
- 2.4 You may make copies of the Royal Mail Data to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery and testing.
- 2.5 You may also make identical copies of the Royal Mail Data to the extent reasonably necessary for Load-Balancing Purposes. You shall ensure that such copies are not used for any other purpose and shall notify us where you do make any such copies.

3 Terminal limits

On request, you shall notify us of the number of Terminals for which you require access or have the ability to access any of the Royal Mail Data, and you shall not allow any Terminals in excess of such number to access or use Royal Mail Data. You shall have in place a reasonable mechanism or process that ensures that the number of Terminals accessing the Royal Mail Data can be promptly identified.

4 No Royal Mail warranties or approval

- 4.1 Subject to paragraph 4.1.3, you acknowledge and agree that Royal Mail:

- 4.1.1 does not in any way warrant the accuracy or completeness of Royal Mail Data and shall not be liable for any loss or damage howsoever arising out of or in connection with the Agreement or its termination;
- 4.1.2 shall not be obliged in any circumstances to provide any Royal Mail Data direct to you; and
- 4.1.3 does not exclude liability for any personal injury or death which is caused by its negligence or for any other liability which may not be excluded by law.

5 Reporting by you

- 5.1 You shall within ten (10) Working Days of request from us (or Royal Mail) provide to us (or Royal Mail where applicable) such of the following as may be requested from time to time:
 - 5.1.1 details of the names and addresses of any permitted sub-contractors and such other details as Royal Mail may reasonably request; and
 - 5.1.2 details of each permitted sub-contractor that has made any copies of the Royal Mail Data (or any part thereof) for Load-Balancing Purposes.

6 Sub-Contractors

- 6.1 Prior to supplying any permitted sub-contractor with Royal Mail Data, you shall procure that such sub-contractor has entered into an agreement with you. In relation to such agreement, you shall, without limitation, ensure that:
 - 6.1.1 any rights reserved in this Agreement in relation to Royal Mail Data, for the benefit of Royal Mail, shall be reserved;
 - 6.1.2 any sub-licence in respect of any Royal Mail Data shall be terminated automatically on the termination of this Agreement; and
 - 6.1.3 those provisions of this Schedule 7 which are relevant to contractors are incorporated in such agreement.

7 Copyright and database right

- 7.1 You must include the following copyright acknowledgements in a conspicuous position in all copies of Royal Mail Data:

This product is produced in part from PAF®, the copyright in which is owned by Royal Mail Group Limited and/or Royal Mail Group plc. All rights reserved. Licence number nnnnn.

- 7.2 Title to any copies that you make of Royal Mail Data shall, solely to the extent the copies consists of PAF, pass to Royal Mail on creation of the copies.

8 Termination

- 8.1 We may terminate this Agreement with immediate effect on giving written notice to you in the event that:

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- 8.1.1 you are in breach of your obligations under this Schedule 7 and (where such breach is capable of being remedied) you fail to remedy the position within twenty (20) Working Days of the date of written notification of such breach;
- 8.1.2 any Royal Mail Agreement terminates or expires for any reason whatsoever; and/or
- 8.1.3 you or a permitted sub-contractor discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential or which is of a confidential or proprietary nature relating to the business, operations, customers, processes, budgets, product information, know-how and strategies of Royal Mail.
- 8.2 Any sub-licence to a sub-contractor (in this paragraph referred to as a **sub-licensee**) shall terminate immediately if:
- 8.2.1 the sub-licensee is in breach of any Royal Mail related restrictions or obligations, and where the breach is remediable fails to remedy the position within twenty (20) Working Days of the date of written notification from us or you of such breach;
- 8.2.2 the sub-licensee is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the sub licensee, or if any arrangement, compromise or composition of the sub-licensee's debts is proposed or made by the sub-licensee, or if the sub-licensee enters into any proceedings or if any analogous event occurs in any other jurisdiction in which the sub-licensee carries out its business;
- 8.2.3 the sub-licensee discloses any information relating to the business of Royal Mail which is specified by Royal Mail as being confidential; and/or
- 8.2.4 this Agreement is terminated for any reason.
- 8.3 Subject to paragraph 8.4, within thirty (30) calendar days of termination or expiry (whichever is the earlier) of a sub-licence, the relevant sub-licensee shall permanently delete or destroy (or arrange the destruction of) all copies of Royal Mail Data (including without limitation all Royal Mail Data, and any part of such data) and all supporting documentation supplied to it which in each case it is reasonably able to destroy or delete, and which are the subject of the sub-licence (including any Royal Mail Data embedded in any other material) which the sub-licensee holds or is responsible for, and provide at our request, a sworn statement by a duly authorised executive that this has been done.
- 8.4 Following expiry or termination of this Agreement, you shall be entitled to retain a copy of the Royal Mail Data for archive purposes, to be used only in the event of and for the purposes of audit, to meet any legal or regulatory requirements or the requirements of a court of competent jurisdiction or as otherwise agreed with Royal Mail.

9 Confidentiality

- 9.1 You acknowledge that we may supply information provided to us pursuant to this Agreement to Royal Mail upon request. The provisions of this paragraph 9.1 shall apply equally to any confidential information provided to us by you and you agree that such confidential information may be copied and disclosed to Royal Mail in the circumstances set out in this Schedule 7 subject to Royal Mail agreeing to treat such information as confidential information.
- 9.2 Notwithstanding the provisions of paragraph 9.1 above, you hereby authorise us to provide your details and the date of this Agreement to Royal Mail.

10 Contracts (Rights of Third Parties) Act 1999

- 10.1 Apart from Royal Mail 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. For the avoidance of doubt, Royal Mail shall be reserved rights to directly enforce such terms of this Agreement as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.
- 10.2 We and Royal Mail shall be reserved rights to directly enforce such terms of any sub-licence as contain any Royal Mail related restrictions or obligations or otherwise relate to Royal Mail, by virtue of the *Contracts (Rights of Third Parties Act) 1999*.

11 Survival

- 11.1 The provisions of those paragraphs of this Schedule 7 intended to survive expiry or termination of this Agreement shall continue to operate after expiry or termination of this Agreement or any sub-licence.

12 Data Protection

- 12.1 Your attention is drawn to the *Data Protection Act 1998*, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them (the **Data Protection Requirements**). You acknowledge that Royal Mail is the data controller in respect of any personal data in the Royal Mail Data. Royal Mail and we and you acknowledge that you are the data controller in respect of any personal data in your own database whether it has been cleansed, modified or otherwise. You agree not to do or omit to do any act which would place you, any sub-contractor us or Royal Mail in breach of the Data Protection Requirements and you warrant to us and Royal Mail that you will duly observe all your obligations under the Data Protection Requirements which arise in connection with the performance of the Agreement or any sub-licence. You further agree that you shall:
- 12.1.1 implement appropriate technical and organisational measures to protect personal data within the Royal Mail Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access;

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- 12.1.2 promptly refer to Royal Mail (either directly or indirectly via us) any queries relating to the personal data within the Royal Mail Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail to resolve;
 - 12.1.3 promptly upon request from Royal Mail provide such information to Royal Mail as Royal Mail may reasonably require to allow it to comply, in relation to the personal data within the Royal Mail Data, with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner; and
 - 12.1.4 ensure that if, during the term of the Agreement you intend to make any transfers of personal data within the Royal Mail Data which are not European Commission Approved Transfers, then you shall, prior to any such transfer, obtain Royal Mail's consent and at your own cost provide such further information and sign such further documents, agreements, or deeds as Royal Mail may require to ensure the adequate protection of the personal data.

For the purpose of this paragraph 12 '**data controller**', '**data subject**', '**personal data**' and '**processing**' shall have the meanings ascribed to them in the *Data Protection Act 1998*.

13 Audit, compliance and reporting

- 13.1 You shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to your sub-contracts and shall retain the same for a period of six (6) years. You shall grant us and/or Royal Mail and/or their agents reasonable accompanied access on reasonable prior notice, during working hours, to your premises, accounts and records relevant to the sub-contract for the purposes of verifying and monitoring your compliance with your obligations under the Agreement and any sub-licence (the **Audit**) and shall provide all reasonable co-operation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that you have failed to comply with any of your obligations under the Agreement or any sub-contract.
- 13.2 You shall comply with all laws and regulations applicable to its use of the Royal Mail Data.

14 Intellectual Property Rights

- 14.1 Royal Mail Data and all Intellectual Property Rights subsisting in and/or relating to Royal Mail Data from time to time are and shall remain the property of Royal Mail or its licensors. You shall acquire no rights in the Royal Mail Data or the Intellectual Property Rights except as expressly provided in the Agreement. The Agreement shall not operate as an assignment by Royal Mail or us of any Intellectual Property Rights subsisting in and/or relating to Royal Mail Data.

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- 14.2 Royal Mail reserves all its Intellectual Property Rights in the Royal Mail Data and reserves its rights under the Agreement (including rights to take enforcement action) in relation to any use of the Royal Mail Data (or any part of it) by you which is not permitted under the Agreement. This shall include, without limitation, provision to a third party of a copy of or access to any database which is in breach of or results from a breach of the Agreement.
- 14.3 You shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Royal Mail Data. The Agreement shall not grant to you any right to use any of the trade marks, service marks, business names or logos of Royal Mail.

Unclassified

Unclassified

Schedule 8 List of Authorities and street works organisations

Participating Authorities provide:

1. Authority Address Updates; and/or
2. Authority Street Updates;

as set out below.

3. Street works organisations (i.e. Highway Authorities and Statutory Undertakers) are those organisations referred to in section 3 below.

This Schedule may be amended from time to time as new authorities and street works organisations are created or existing authorities and street works organisations are dissolved, altered or renamed. Amendments must be notified to GeoPlace.

Authorities and street works organisations are grouped into Authority Address Updates or Authority Street Updates as set out in Table 1 below, indicating the Authority Update status and Authority and street works organisations entitlement to GeoPlace Services.

Table 1

	Authority Update required for the Addressing Datasets	Authority Update and / or street works organisations data required for the NSG
Authority Address Updates		
English Shire District	YES	N/A
English and Welsh Unitary	YES	YES
Authority Street Updates		
English County	N/A	YES
English and Welsh Unitary	YES	YES
street works organisations (i.e. Highway Authorities and Statutory Undertakers)	N/A	YES

For the avoidance of doubt, in terms of Authority Updates for the Addressing Datasets, all Borough, City, District and Unitary Authorities (for the avoidance of doubt including those Borough, City, District, Welsh, London Borough and Metropolitan Authorities that are Unitary Authorities) shall be classified as Authorities for the purposes of making contributions as Authority Updates to the Addressing Datasets, in accordance with this Agreement.

For the avoidance of doubt, in terms of Authority Update and street works organisations data required for the NSG, all County and Unitary (for the avoidance of doubt including those Borough, City, District, Welsh, London Borough and Metropolitan Authorities that are Unitary Authorities) shall be classified as Authorities for the purposes of making contributions as Authority Updates to the NSG, in accordance with this Agreement.

1. List of Authority Address Update authorities

English city, district and borough councils, (those shown in italics are the county of that authority)

Buckinghamshire

Aylesbury Vale
Chiltern
South Bucks
Wycombe

Hampshire

Basingstoke and Deane
East Hampshire
Eastleigh
Fareham
Gosport
Hart
Havant
New Forest
Rushmoor
Test Valley
Winchester

Nottinghamshire

Ashfield
Bassetlaw
Broxtowe
Gedling
Mansfield
Newark and Sherwood
Rushcliffe

Cambridgeshire

Cambridge
East Cambridgeshire
Fenland
Huntingdonshire
South Cambridgeshire

Hertfordshire

Broxbourne
Dacorum
East Hertfordshire
Hertsmere
North Hertfordshire
St Albans
Stevenage
Three Rivers
Watford
Welwyn Hatfield

Oxfordshire

Cherwell
Oxford
South Oxfordshire
Vale of White Horse
West Oxfordshire

Cumbria

Allerdale
Barrow-in-Furness
Carlisle
Copeland
Eden
South Lakeland

Kent

Ashford
Canterbury
Dartford
Dover
Gravesham
Maidstone
Sevenoaks

Staffordshire

Cannock Chase
East Staffordshire
Lichfield
Newcastle-under-Lyme
South Staffordshire
Stafford
Staffordshire Moorlands

Shepway
Swale
Thanet
Tonbridge and Malling
Tunbridge Wells

Tamworth

Derbyshire

Amber Valley
Bolsover
Chesterfield
Derbyshire Dales
Erewash
High Peak
North East Derbyshire
South Derbyshire

Lancashire

Burnley
Chorley
Fylde
Hyndburn
Lancaster
Pendle
Preston
Ribble Valley
Rossendale
South Ribble
West Lancashire
Wyre

Suffolk

Babergh
Forest Heath
Ipswich
Mid Suffolk
St Edmundsbury
Suffolk Coastal
Waveney

Devon

East Devon
Exeter
Mid Devon
North Devon
South Hams
Teignbridge
Torrige
West Devon

Leicestershire

Blaby
Charnwood
Harborough
Hinckley and Bosworth
Melton
North West Leicestershire
Oadby and Wigston

Surrey

Elmbridge
Epsom and Ewell
Guildford
Mole Valley
Reigate and Banstead
Runnymede
Spelthorne
Surrey Heath
Tandridge
Waverley
Woking

Dorset

Christchurch
East Dorset
North Dorset
Purbeck
West Dorset
Weymouth and Portland

Lincolnshire

Boston
East Lindsey
Lincoln
North Kesteven
South Holland
South Kesteven
West Lindsey

Somerset

Mendip
Sedgemoor
South Somerset
Taunton Deane
West Somerset

East Sussex

Eastbourne
Hastings
Lewes
Rother
Wealden

Norfolk

Kings Lynn and West Norfolk
Breckland
Broadland
Great Yarmouth
North Norfolk
Norwich
South Norfolk

Warwickshire

North Warwickshire
Nuneaton and Bedworth
Rugby
Stratford-on-Avon
Warwick

Essex

Basildon
Braintree
Brentwood
Castle Point
Chelmsford
Colchester
Epping Forest
Harlow
Maldon
Rochford
Tendring
Uttlesford

Gloucestershire

Cheltenham
Cotswold
Forest of Dean
Gloucester
Stroud
Tewkesbury

Northamptonshire

Corby
Daventry
East Northamptonshire
Kettering
Northampton
South Northamptonshire
Wellingborough

North Yorkshire

Craven
Hambleton
Harrogate
Richmondshire
Ryedale
Scarborough
Selby

West Sussex

Adur
Arun
Chichester
Crawley
Horsham
Mid Sussex
Worthing

Worcestershire

Bromsgrove
Malvern Hills
Redditch
Worcester
Wychavon
Wyre Forest

English unitary metropolitan, borough, city and district councils

Barnsley	Rochdale
Birmingham	Rotherham
Bolton	Salford
Bradford	Sandwell
Bury	Sefton
Calderdale	Sheffield
Coventry	Solihull
Doncaster	South Tyneside
Dudley	St. Helens
Gateshead	Stockport
Kirklees	Sunderland
Knowsley	Tameside
Leeds	Trafford
Liverpool	Wakefield
Manchester	Walsall
Newcastle upon Tyne	Wigan
North Tyneside	Wirral
Oldham	Wolverhampton

English unitary London (boroughs)

Barking and Dagenham	Barnet
Bexley	Brent
Bromley	Camden
Croydon	City of London
City of Westminster	Ealing
Enfield	Greenwich
Hackney	Hammersmith and Fulham
Haringey	Harrow
Havering	Hillingdon
Hounslow	Islington
Kensington and Chelsea	Kingston upon Thames
Lambeth	Lewisham
Merton	Newham
Redbridge	Richmond upon Thames
Southwark	Sutton
Tower Hamlets	Waltham Forest
Wandsworth	

English unitary authorities

Bath and North East Somerset	Bedford
Blackburn with Darwen	Blackpool
Bournemouth	Bracknell Forest
Brighton and Hove	Bristol
Central Bedfordshire	Cheshire East
Cheshire West and Chester	Cornwall
Darlington	Derby
Durham	East Riding of Yorkshire
Halton	Hartlepool
Herefordshire	Isles of Scilly
Isle of Wight	Kingston upon Hull
Leicester	Luton
Medway	Middlesbrough
Milton Keynes	Northumberland
North East Lincolnshire	North Lincolnshire
North Somerset	Nottingham
Peterborough	Plymouth
Poole	Portsmouth
Reading	Redcar and Cleveland

Rutland	Shropshire
Slough	Southampton
Southend-on-Sea	South Gloucestershire
Stockton-on-Tees	Stoke-on-Trent
Swindon	Telford and Wrekin
Thurrock	Torbay
Warrington	West Berkshire
Wiltshire	Windsor and Maidenhead
Wokingham	York

Welsh unitary authorities

Blaenau Gwent	Merthyr Tydfil
Bridgend	Monmouthshire
Caerphilly	Neath Port Talbot
Cardiff	Newport
Carmarthenshire	Pembrokeshire
Ceredigion	Powys
Conwy	Rhondda Cynon Taf
Denbighshire	Swansea
Flintshire	Torfaen
Gwynedd	Vale of Glamorgan
Isle of Anglesey	Wrexham

2. List of Authority Street Update authorities

English county

Buckinghamshire	Cambridgeshire
Cumbria	Derbyshire
Devon	Dorset
East Sussex	Essex
Gloucestershire	Hampshire
Hertfordshire	Kent
Lancashire	Leicestershire
Lincolnshire	Norfolk
Northamptonshire	North Yorkshire
Nottinghamshire	Oxfordshire
Staffordshire	Somerset

Suffolk
Warwickshire
Worcestershire

Surrey
West Sussex

English unitary metropolitan, borough, city and district councils

Barnsley	Birmingham
Bolton	Bradford
Bury	Calderdale
Coventry	Doncaster
Dudley	Gateshead
Kirklees	Knowsley
Leeds	Liverpool
Manchester	Newcastle upon Tyne
North Tyneside	Oldham
Rochdale	Rotherham
St. Helens	Salford
Sandwell	Sefton
Sheffield	Solihull
South Tyneside	Stockport
Sunderland	Tameside
Trafford	Wakefield
Walsall	Wigan
Wirral	Wolverhampton

English unitary London (boroughs)

Barking and Dagenham	Greenwich	Lambeth
Barnet	Hackney	Lewisham
Bexley	Hammersmith and Fulham	Merton
Brent	Haringey	Newham
Bromley	Harrow	Redbridge
Camden	Havering	Richmond upon Thames
City of London	Hillingdon	Southwark
City of Westminster	Hounslow	Sutton
Croydon	Islington	Tower Hamlets
Ealing	Kensington and Chelsea	Waltham Forest
Enfield	Kingston upon Thames	Wandsworth

English unitary authorities

Bath and North East Somerset	Bedford
Blackburn with Darwen	Blackpool
Bournemouth	Bracknell Forest
Brighton and Hove	Bristol
Central Bedfordshire	Cheshire East
Cheshire West and Chester	Cornwall
Darlington	Derby
Durham	East Riding of Yorkshire
Halton	Hartlepool
Herefordshire	Isles of Scilly
Isle of Wight	Kingston upon Hull
Leicester	Luton
Medway	Middlesbrough
Milton Keynes	Northumberland
North East Lincolnshire	North Lincolnshire
North Somerset	Nottingham
Peterborough	Plymouth
Poole	Portsmouth
Reading	Redcar and Cleveland
Rutland	Shropshire
Slough	Southampton
Southend-on-Sea	South Gloucestershire
Stockton-on-Tees	Stoke-on-Trent
Swindon	Telford and Wrekin
Thurrock	Torbay
Warrington	West Berkshire
Wiltshire	Windsor and Maidenhead
Wokingham	York

Welsh unitary authorities

Blaenau Gwent	Merthyr Tydfil
Bridgend	Monmouthshire
Caerphilly	Neath Port Talbot
Cardiff	Newport
Carmarthenshire	Pembrokeshire
Ceredigion	Powys
Conwy	Rhondda Cynon Taf

Denbighshire
Flintshire
Gwynedd
Isle of Anglesey

Swansea
Torfaen
Vale of Glamorgan
Wrexham

3. List of street works organisations

Published as the 'Street Works Register- SWA Data Capture Code list' on the GeoPlace website and as amended from time to time.

Unclassified