

[Insert date]

[Insert name of university]
[Insert department]
[Insert address of university]

General enquiries (calls charged at local rate):
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Dear [Insert name]

Letter Agreement: Ordnance Survey Academic Research Data Licence

FAO: [insert name of research leader]

(referred to in this letter as **University, you** or **your**)

Use of Ordnance Survey Data for Academic Research purposes

- 1 You have asked us whether you can use [Insert name of Ordnance Survey product] (the **Data**) for the non-commercial purposes of [insert a brief description of the research project for which the data will be used]the **Project**).
- 2 The use of the Data for the Project will commence on [insert date] and finish not later than [insert date] (the **Term**).
- 3 We are delighted to grant you a royalty-free, non-exclusive, personal, revocable-at-will licence, with the right to grant sub-licences to those students and staff members who will participate in the Project, to use, copy, adapt, extract and/or reutilise the Data solely for purpose of carrying out the Project for the Term. For the avoidance of doubt, this includes the limited right to publish the Data, or extracts of it, as part of a report explaining the results of the Project, provided that all copies and extracts of the Data are marked 'Ordnance Survey ©Crown Copyright. All rights reserved.'
- 4 You must accept the Data 'as is' and to the fullest extent permissible by law, we exclude all warranties, conditions, representations or terms (whether express or implied) attaching to the Data, including the accuracy, compatibility, fitness for purpose, performance and so on.
- 5 Further, we will have no liability to you, whether in contract, tort or otherwise for any loss or damage arising, whether directly or indirectly, from the provision of the Data to you, except that nothing in this letter will exclude any liability which cannot be excluded by law.

- 6 You also agree to provide us with a copy of any results arising from the Project (in a suitable format) and answer any questions that we may have in relation to the results. You further agree that we may use the results internally for any purpose connected with the business of Ordnance Survey (including use by our subcontractors) and that, should we wish to commercially exploit the results you will grant us a licence on fair and reasonable terms to be agreed.
- 7 We draw to your attention that all intellectual property rights in the Data will remain at all times the property of the Crown and its suppliers, and that you will have no rights in the Data other than those set out in this letter.
- 8 At the end of the Term or earlier (if we request), you must return the Data and all copies to us, including any copies used by your students and staff. Where it is practically impossible to return the Data to us, for example, it is stored on a computer; you may satisfy this requirement by permanently deleting or destroying the Data and confirming the same to us in writing.
- 9 This letter constitutes the entire agreement between the parties.
- 10 This letter agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

We have sent this letter to you in duplicate. Please sign both copies of this letter if you agree to the above terms and return one signed copy to us.

On receipt of your signed letter, we will then release the Data to you.

We very much look forward to working with you.

[Insert name of person at Ordnance Survey]
For and on behalf of Ordnance Survey

The University agrees to use the Data in accordance with the terms of this letter:

Signature

Print name

Title

Date