

Educational User Licence

The product/service you are accessing contains data owned by or licensed to Ordnance Survey Limited (OS Data).

Ordnance Survey Limited (OS) is Great Britain's national mapping agency.

This Licence sets out OS's terms for accessing and using the OS data.

It includes the sections with these symbols - ✓ ! ⚡ - and **The Small Print** after those.

Please read all these terms and conditions carefully before accessing and using any OS Data so that you understand what is allowed, what is not allowed, and where you should take care.

By accessing and/or using the OS Data you are deemed to have accepted these terms and conditions (and any variation of them) and be legally bound by them. If you are not happy with this, or any term is unacceptable to you, please do not access or use the OS Data.

These terms may change at any time. We would advise that you regularly review them so that you remain familiar with them.

This Licence:

- ✓ Is free of charge to Educational Users.
- ✓ Permits the use of the OS Data in this service solely for **Educational Use**.
This means **any** use in connection with teaching, learning, academic, research and private study.
Covers:
 - a) All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of 'Educational Use'.
 - b) Educational Use at all levels – including schools, colleges, universities and research councils, (whether on site or remotely);
 - c) Educational Use within an Elective Home Education.
- ✓ Is granted to you because (and for the duration in which):
 - a) You are a current student, trainee teacher, or retired staff member of staff at a recognised Place of Education; or a contractor who has entered into a written agreement for delivering services to a recognised Place of Education; and whose services and systems you are authorised to use and are using, or you are an LEA education advisor; or
 - b) You are the responsible parent and/or legal guardian for a child/young person aged between 5 and 18 years old whom is participating in an elective Home Education as opposed to being registered with a Place of Education ('Elective Home Education');
and
 - c) You have been legitimately provided with a user name, password and/or other secure authentication by your Place of Education and/or the provider of this service you are using to access or use OS Data; and
 - d) You have registered with the provider of this service.

- ✓ Allows trainees, newly qualified and fully qualified teachers to use their secure login credentials during placements and when visiting institutions other than the Place of Education which issued them their secure login credentials.
- ✓ Lets you generate, use, store and retrieve your own user content derived from OS Data and use that as part of your Educational Use for as long as you: (i) remain registered to study or teach at the Place of Education whose services and systems you are using and it continues to subscribe to this service; or (ii) you are responsible for a child/young person (agreed 5-18 years) participating in an Elective Home Education.
- ✓ Permits the use and incorporation of other third party data with OS Data.
- ✓ Will cover the use of OS Data which you may receive from public bodies as part of a collaborative research project and subject to certain restriction outlined below allows you to share OS Data with such public bodies when sharing your research results.
- ✓ Lets you publish small extracts of OS Data to inform others about your Educational Use of OS Data in articles and at events that intend to share or widen knowledge, such as in academic papers or in presentations at educational conferences.
- ✓ Lets you share OS Data with others who are licensed to the same service that your Place of Education subscribes to for as long as both of you remain registered to study or teach at that Place of Education and it continues to subscribe to this service.
- ✓ Permits the use of OS Data for Limited Administrative Use, (for example, to show the location and extent of your Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by them, provided that such use is fair and reasonable.

In return, you must:

- ! Take appropriate measures to keep the passwords and other secure login details which allow you to access the service which delivers the OS Data confidential at all times.
- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with (except where you are a responsible parent/legal guardian for a child/young person undertaking Elective Home Education where you may share your password / login with them).
- ! Take appropriate measures to make sure all OS Data you use is secure from any unauthorised use or access, for example, by not providing copies of OS Data to anyone unless you know they have accepted this Licence.
- ! Inform your service provider, or where applicable your Place of Education, immediately if you know or suspect that your password or other secure login details have been used by someone else.
- ! Acknowledge the copyright and other intellectual property rights which subsist in the OS Data by retaining/including these words in a conspicuous position on any display or reproduction of OS Data in any materials or media that you create as part of your Educational Use:
 “© Crown copyright and database rights “year” Ordnance Survey (AC0000851941)”, where “year” is the current year.
- ! Acknowledge the copyright and other intellectual property rights which subsist in the OSNI Data (covering Northern Ireland) by retaining/including these words in a conspicuous position on any display or reproduction of OSNI Data in any materials or media that you create as part of your Educational Use:

“© Crown Copyright and database right “year”, Land & Property Services VARCA 100531”, where “year” is the current year.

- ! Not tamper with or obscure the OS logo or any other trade marks or protective markings which appear on screen or on print outs.
- ! Be prepared to assist any investigation conducted by your Place of Education (if applicable), the service provider or OS into any unauthorised or unusual access to and/or use of the OS Data.

Under this Licence you must not do the following:

- Ø Use or make the OS Data available to third parties (other than those parties specifically referred to in paragraph 2 in the small Print below.
- Ø Create any products or services which have benefitted from, relied on or made any use of OS Data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using OS Data).
If you want to do this you must tell OS and we can then agree how that happens.

The Small Print

1. Parties

This Licence is between Ordnance Survey Limited, (**we/us/our/OS**) and the person or organisation who accesses, uses and (where permitted) downloads the OS Data (**you/your**).

Where you are the parent and or legal guardian of a child/young person undertaking an Elective Home Education you acknowledge and agree that you are entering into this Licence on your own, and on your child / young person’s behalf, and you will be responsible for the use, and any misuse, of the OS Data by your child.

We are a company registered in England and Wales (company registration number 09121572).

Our registered address is Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS. You and we are each a **party** and together the **parties**.

2. Grant and Scope of your licence to use OS Data

- a. Subject to the restrictions referred to in this Licence, OS grants you a non-exclusive, non-transferable, revocable licence to:
 - (i) access and use OS Data solely for Educational Use or Limited Administrative Use; and
 - (ii) where you are a responsible adult/legal guardian for a child/young person undertaking Elective Home Education, to share the OS Data you have accessed with that child/young person, or alternatively allow them to access/use the OS Data directly, solely for Educational Use.
- b. Subject to paragraphs 2(c) and 2(d) below, OS grants you a non-exclusive, non-transferable, revocable licence to download OS Data solely for your Educational Use or Limited Administrative Use and:
 - (i) share that downloaded OS Data with other persons who you know have also entered into this Licence; and
 - (ii) share the downloaded OS Data with public bodies who are working with you on a collaborative research project and who are themselves independently licensed to use the OS Data.

- c. Where you are acting in the capacity of a responsible adult/legal guardian for a child/young person undertaking Elective Home Education, you will not be permitted any rights to download OS Data.
- d. The OS Data incorporates the 'points of Interest' dataset which is licensed to OS by a third party. You may not share any Points of Interest data under paragraph 2b (ii) above.
- e. 'Educational Use' means use for or in connection with teaching, learning, academic and sponsored research and/or private study, either:
 - (i) at a recognised Place of Education (whether on site or remotely), which covers use at all levels, including schools, colleges, universities, research councils and other related entities; or
 - (ii) as part of an Elective Home Education.

It covers any activities that a fair minded and reasonable would consider falls within the spirit and intention of 'Educational Use'.

- f. 'Limited Administrative Use' means fair and reasonable use to show the location and extent of a Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by it.
- g. 'Place of Education' means a recognised institution for teaching, learning and/or research, such as a school, college, university or research council.
- h. 'Elective Home Education' means the choice by parents (or other legal guardian) to provide education for their child/young person (aged between 5 – 18 years) at home or otherwise as they desire, instead of sending them to a Place of Education full time. It does not however cover the temporary education of any student who is normally registered to a Place of Education for the provision of their education.

3. Intellectual Property Rights

- a. We and/or our suppliers (including the Crown) own all the intellectual property rights in OS Data.
- b. All rights not expressly granted are reserved to OS and its licensors (including the Crown).

4. Feedback

At our request, you will give us reasonable details about your use of OS Data under this Licence by whatever means we might reasonably request.

5. No Warranty

- a. It is your responsibility to ensure that the OS Data you request is what you need.
- b. OS Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the OS Data are hereby excluded to the fullest extent permitted by law.

6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.

- c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the OS Data.

7. Commencement and Termination of this Licence

- a. This Licence commences with effect from the date you first request access to and/or use OS Data.
- b. Either party may terminate this Licence with immediate effect, on giving notification to your service provider.
- c. Your service provider also has the right to terminate this Licence on behalf of OS with immediate effect.
- d. This Licence will automatically terminate when either:
 - (i) you cease being a student or member of staff at the Place of Education whose services and systems you are using;
 - (ii) your association with the Place of Education whose services and systems you are using otherwise ceases; or
 - (iii) you cease being the responsible parent and/or legal guardian of a child/young person receiving an Elective Home Education (because their Elective Home Education ceases, your responsibility / role in their Elective Home Education ceases, or other reason).
- e. Notwithstanding sub-paragraph (d)(iii) above, where you have entered into this Licence as the responsible parent and/or legal guardian of a child/young person receiving an Elective Home Education, you should actively notify your service provider and terminate this Licence if/when their Elective Home Education ceases or your responsibility/role in their Elective Home Education ceases.
- f. Termination of this Licence shall not affect either party's accrued rights and remedies.
- g. On termination, you shall (except in respect of any OS Data for which at the time of termination or expiry, you have an appropriate licence from OS):
 - (i) immediately cease accessing the service and using the OS Data;
 - (ii) inform your Place of Education or service provider that your password or other login details should be deactivated;
 - (iii) destroy (or at our option return) all OS Data that you hold or for which you are responsible, including any OS Data that is embedded into any other material and provide written confirmation that you have done so at our request;
 - (iv) make sure anyone else you have supplied OS Data to under this Licence also adheres to the terms of this Licence regarding ongoing use of the Licensed Data.
- h. If you continue to access and use OS Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- i. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your service provider and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to, and processed by us in the following circumstances:

- (i) To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of OS Data; or
 - (ii) Where you give your specific consent, to enable us to understand / monitor the use of OS Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with data protection law.

9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any OS Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall keep a record of any OS Data sharing that has occurred under paragraph 2(b) above and you shall make this available to us on request.
- d. You shall provide us and your service provider with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the OS Data.
- e. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- f. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.