











Temporary OS Data Licence – For COVID-19 Response

Ordnance Survey Limited has introduced the following temporary licensing provisions to authorise the supply and use of Ordnance Survey mapping and geospatial data to facilitate the UK Government's response and management of the coronavirus COVID-19 pandemic in the UK.


This Licence:

-  **Is free of charge.**
-  Lets you use OS Emergency Data from the date on which you first request access to it for the purposes of the COVID-19 pandemic **for a period up to and including 30 September 2020** unless:
 - we agree in writing to an extension beyond 30 September 2020, (or a different period), in which case the Licence will continue in full force and effect until the agreed date of expiry, or
 - the UK Government declares that the COVID-19 emergency within the UK has ceased in which case the Licence will automatically cease on an appropriate date which we notify to you.
-  **'OS Emergency Data'** means the OS datasets and other data listed in the Schedule to this Licence (together with any updates) that we supply to you. Such data will not include any third party datasets.
-  Please read all terms (including the 'small print' overleaf) before accessing and/or using any OS Emergency Data so that you understand this Licence and what you can do and can't do with OS Emergency Data.
-  **Lets you use the OS Emergency Data SOLELY for the purpose of supporting the UK Government's response and management of the coronavirus (COVID-19) pandemic, as the same is required to protect life, the nation's public health and its support services, and otherwise respond to the emergency situation ('COVID-19 Response Purposes'). This allows you to do any of the things we list in the table below:**

You can:

	Evaluate OS Emergency Data to see if what we're offering to supply is what you need.
	Use OS Emergency Data to research and develop your ideas and propositions. It doesn't matter if you're not sure initially exactly how OS Emergency Data might help the COVID-19 pandemic response in the UK.
	Display OS Emergency Data or create working prototypes using OS Emergency Data to demonstrate on your own equipment how your ideas or propositions for using the data would work. You can provide prototypes to any relevant agency on equivalent terms to this Licence solely to help them to make a better assessment of your idea or proposition. We will work with you to enable this to happen, where possible.
	Use OS Emergency Data in live trials or tests within your business or organisation.
	Make OS Emergency Data available to third parties and/or create and supply products or services to third parties which have benefitted from, relied on or made any use of OS Emergency Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using OS Emergency Data) in all cases solely for COVID-19 Response Purposes during the period of this Licence.

What is not permitted under this Licence:

	You cannot make any OS Emergency Data available to third parties or create any products or services which have benefitted from, relied on or made any use of OS Emergency Data (including, without limitation, where you have created your products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using OS Emergency Data) for any purpose other than COVID-19 Response Purposes. You agree that, if you want to make OS Emergency Data available in this way for any purpose other than COVID-19 Response Purposes, you will tell us and will not proceed until we agree the basis on which that can happen.
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In return, we ask you to:

!	Take all reasonable measures to make sure all OS Emergency Data supplied to you is secure from any unauthorised use or access.
!	<p>Provide us, if so requested by us, with information about:</p> <ul style="list-style-type: none">• you and your organisation;• what the request is that has been asked of you and by whom; or the matters you are proposing to respond to;• details of the third parties to whom you provide prototypes, OS Emergency Data or products and services created using OS Emergency Data, for COVID-19 Response Purposes and ensure such parties accept that these records may be shared with OS; <p>This is to enable us to maintain full records of who we are licensing and what you are wanting to do.</p>
!	<p>Acknowledge that you're using mapping and geospatial data owned / licensed by Ordnance Survey Limited and that you're doing so for COVID-19 Response Purposes, by including the following acknowledgement(s):</p> <p>The inclusion of Ordnance Survey premium data is made available under the Ordnance Survey Mapping for Emergencies programme. Data may be used in specific support of COVID-19 related activities, free of OS Licence Fees until 30 Sept 2020. The Ordnance Survey Mapping for Emergencies programme is designed to support the UK resilience community in moments of national emergency.</p> <p>Ordnance Survey is Great Britain's national mapping agency.</p> <p>Mapping data © Crown copyright and database rights 2020</p> <p>Please note this does not mean you can use OS branding or trademarks or anything that can be confused with them.</p>
!	Wherever practicable, ensure that the terms of this Licence are made clearly visible to the third parties to whom you provide prototypes, OS Emergency Data or products and services created using OS Emergency Data, for COVID-19 Response Purposes.
!	Cease using all OS Emergency Data on immediately on expiry or termination of this Licence and return to us or destroy all OS Emergency Data in your possession, together with any data created from it within 28 days of expiry / termination. Make sure any prototypes you provide or any OS Emergency Data or products or services you provide for COVID-19 Response Purposes (or data created from it under another OS licence) is returned to you or destroyed within 28 days of the end of the assessment, event or purpose.

The Small Print

1 Parties

This Licence is between Ordnance Survey Limited, (**we/us/our/OS**) and the person or organisation who downloads / is supplied with the OS Emergency Data (**you/your**). 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 Licence

Subject to the restrictions referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use OS Emergency Data **SOLELY** for the purpose of supporting the UK Government's response and management of the COVID-19 Response Purposes, which includes the permitted purposes described in the table above, for the relevant period stated above.

By downloading or otherwise being supplied with the OS Emergency Data you agree to be bound by these terms and conditions. Downloading / taking receipt of OS Emergency Data constitutes acceptance by us of your request. These terms and conditions form the licence between you and us (**Licence**).

This Licence commences with effect from the date you first request access to OS Emergency Data and will continue / terminate as stated above.

When you access OS Emergency Data via an OS API Service, the terms of that service will apply in addition to this Licence. You will still be able to use OS Emergency Data in the ways stated above.

3 Intellectual Property Rights

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

4 Feedback

You will give us full details about your intended use for OS Emergency Data under this Licence by whatever means we might reasonably request.

5 No Warranty

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

6 Liabilities

Nothing in this Licence excludes or limits your liability for an infringement or breach of our intellectual property rights.

Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused either by its negligence or that of its employees and authorised subcontractors and agents.

Subject to the above, neither party shall be liable to the other for indirect, special or consequential loss or damage or any other financial loss (howsoever caused) which occurs as a result of the use of the OS Emergency Data.

7 Termination

Either party may terminate this Licence with immediate effect. Termination or expiry of this Licence shall not affect either party's accrued rights and remedies. On the termination of this licence you shall (except in respect of any OS Emergency Data for which at the time of termination or expiry, you have an appropriate licence from OS):

- immediately cease using the OS Emergency Data;
- return (or at our option destroy) all OS Emergency Data under this Licence that you hold or for which you are responsible including any OS Emergency Data that is embedded into any other material, and any and all data derived from OS Emergency Data and provide written confirmation that you have done so at our request;
- make sure anyone else you have supplied OS Emergency Data to under this Licence also adheres to these conditions.

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 and privacy

We shall comply with the terms of the OS privacy policy published on our website. You shall comply with all relevant laws and regulations relating to the processing of personal data and privacy, including, without limitation:

- any data protection legislation from time to time in force in the UK, including the *Data Protection Act 2018*;
- unless and until the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and
- any successor legislation to the *Data Protection Act 2018* and/or the GDPR.

9 Confidentiality

Neither you nor we will disclose to any person (either during the term of this Licence or after), any confidential information belonging to the other party which is in its possession as a result of this Licence unless with the consent of the other party or due to a legal, governmental or regulatory requirement. You acknowledge that we are bound by the *Freedom of Information Act 2000* and the *Environment Information Regulations 2004* and you will provide such assistance, without charge, as we shall reasonably request to assist us comply with these statutes.

10 Other General Provisions

This Licence sets out the entire agreement and understanding between you and us in respect of its subject matter.

We may change any part of this Licence, including the availability of the OS Emergency Data, at any time. We shall endeavour to provide reasonable notice of such changes but in certain circumstances we may be required to make changes with immediate effect.

Any notice under this Licence shall be effected when given to your registered e-mail address.

You shall not assign, transfer or novate rights and obligations under this Licence. We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our functions have been transferred. You expressly agree to the assumption of our obligations under this Licence by that entity.

This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.

A person who is not a party to this Licence has no rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this Licence.

Schedule: OS Emergency Data

InfectioNet Source Code and Example Data (Romsey). For access to more OS Gridded Data, please contact iain.goodwin@os.uk .