



# Information Fair Trader Scheme

Verification of commitment to information fair trading

Ordnance Survey of Northern  
Ireland

October 2006

Unlocking the potential of public sector information



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Verification: 16 - 17 October 2006  
Report Published: December 2006  
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## PART ONE: INTRODUCTION

### Information Fair Trader Scheme

1. The Information Fair Trader Scheme (IFTS) is the best practice model for public sector bodies wishing to demonstrate compliance with the Re-use of Public Sector information Regulations 2005. IFTS ensures that re-users of public sector information can be confident that they will be treated reasonably and fairly by public sector information providers.
2. IFTS is also the mechanism by which the Controller of HMSO regulates those Crown bodies with a delegation to administer their own licensing. All such bodies with a delegation must remain accredited to the Scheme.

### First verification

3. At its first verification (21 June 2004), Ordnance Survey of Northern Ireland (OSNI®) demonstrated a very high level of compliance with the IFTS principles. In particular, customers were treated equally and fairly. In addition, it was open with its information and staff actively monitored breaches of copyright. There were some recommendations, mainly around the principle of Transparency, which were assessed at this re-verification.

### Re-verification

4. Re-verification is important as organisations change and staff move on. It is also an opportunity for OPSI to ensure that the recommendations of the last verification have been fully implemented. The frequency of re-verification is based on several risk factors including the complexity of the licensing system, how critical the information is and the standard of compliance at the first verification. This organisation is assessed as being medium risk.

### Licensing Activity at Ordnance Survey of Northern Ireland

5. OSNI is part of the Department for Culture, Arts and Leisure (DCAL). It is the national mapping agency of Northern Ireland and creates, produces and maintains the mapping database. It licenses the re-use of its paper mapping and digital mapping information and products. This area has grown since the previous verification, and several changes have been put in place. These will be outlined below. OSNI licenses information in a number of ways, including an Accredited Partner scheme, a Value Added Resellers (VARs) scheme and a Developer scheme.

## Overall Assessment

6. Although there are still some areas where recommendations are made, the verification team found several examples of best practice and a good level of compliance. OSNI is very open with its information; actively encouraging re-use of as much information as possible. OSNI uses commercial licensed partners to actively promote its data, which is a good way of letting the public know what information is available for re-use. In addition, it promotes its information at seminars and other events. OSNI is very clear about its role as a data provider, which means that it does not compete with its customers, thus ensuring that many potential problems which can arise in relation to the fairness principle are avoided. There was strong evidence of fair trading in customer files, and everyone interviewed was aware of the reasons for treating customers fairly and equally. OSNI has a database to record customer licences and transactions but due to a lack of resources this is currently not up-to-date. The database is an effective way of recording customer transactions, but it should be maintained accurately to ensure that staff are not inadvertently treating customers differently.
  
7. Although there is some negotiation around terms and pricing, this is limited to the first of each licence type and the prices and terms are then applied to all customers requesting the same information for the same purpose. The verification team found many occurrences of companies trying to impose their own terms on OSNI. Although OSNI reacts fairly and ensures that its own terms are used, this could put staff in a difficult position and cause unnecessary delays. There were no published pricing principles, which can make it difficult for customers to make business decisions. Many staff mentioned the need to update the website. OSNI scored well in the website review, although there are some areas which could be improved. In addition, the intranet lacked information on internal policies and procedures and needs updating.

## PART TWO: KEY CHANGES

8. OSNI has undergone and is currently in the process of undergoing several key changes. Its licensing activity has grown significantly since the first verification and now has a larger number of Value Added Resellers (VARs). In addition, it has introduced a 'Developer' scheme, whereby small or start-up companies are able to gain access to OSNI data. OSNI also has 'Accredited Licensed Partners'. To become an Accredited Licensed Partner, a candidate organisation must fulfil certain obligations and attend a seminar to learn about OSNI. This is a new development and currently a number of organisations have attended an initial seminar but no organisation has yet completed the process.
  
9. OSNI currently sits within the Department of Culture, Arts and Leisure but it is envisaged that it will merge with the Land Registers of NI, Valuation and Lands Agency and Rate Collection Agency, to join a new Land and Property Services Agency. The Rate Collection Agency and the Valuation and Lands Agency have now merged and OSNI and Land Registers of NI are due to merge in 2008. It is currently uncertain what impact it will have on OSNI, for example whether OSNI will license information for the wider organisation or continue to license just the mapping data. OPSI have requested to be kept abreast of developments.
  
10. OSNI is currently developing a Geo-Hub. It is envisaged that it will license the re-use of geographical information across Northern Ireland. It will use a specially developed form of Click-Use to administer the licence. OSNI is in talks with OPSI to develop this licence and set up the Geo-Hub.

## PART THREE: HIGHLIGHTS AND AREAS FOR IMPROVEMENT

### Openness

11. OSNI is open with its information and maximises the re-use of its information wherever possible. There is substantial evidence that the openness principle is being met. The main stumbling block to openness is a lack of resources, which OSNI has acknowledged. Sometimes this leads to slow responses and sometimes requests for a licence are not fulfilled. **Recommendation: OSNI distributes its resources in a way which ensures that requests for re-use can be met within set timescales.**
  
12. It is good practice that OSNI uses commercial licensed partners to push its data into the marketplace to ensure that potential customers are aware of what information is available for re-use. OSNI and its commercial licensed partners attend conferences and other events to promote re-use of its information. This is a positive step.
  
13. OSNI has developed a wide range of licences which cover the whole market. One example of a licence type is the developer scheme, which allows start-up companies access to OSNI data and enable them to gain entry into the marketplace. OSNI also has Value Added Reseller licences, Distributor Agreements, Agent Agreements and Licensed Partner Agreements. OSNI has strict criteria which its potential licensed partners must fulfil, and offers a conference training session to anyone who wishes to become a licensed partner. It is best practice to have a range of licences, as it means that no group is excluded from exploiting OSNI data. **This is an example of best practice.**
  
14. OSNI has an online licensing system, which enables a potential customer to obtain permission to re-use information quickly and easily. This ensures that re-use of information is maximised, as potential re-users can easily find out what information is available, how it can be re-used and can obtain a licence. **This is an example of best practice.**

### Fairness

15. OSNI has a clear role as a data provider and does not produce added value products itself. This means that it does not compete with its customers. This ensures fairness as it avoids potential problems relating to anti-competitiveness with regards to internal charging or licensing.

16. OSNI's approach to dealing with its customers is fair. This was demonstrated in both interviews and licensing files sampled. Everyone interviewed was aware of the IFTS principles and the need to treat customers equally and fairly. There is some negotiation on terms and prices, but this is limited to the first customer requesting information for a particular purpose. **Recommendation: OSNI ensures that negotiation is kept to a minimum.**
17. OSNI records all licensing transactions on a database. This is best practice and ensures fairness, as licensing and sales personnel can be satisfied that they are treating customers the same if the product has previously been requested for the same type of re-use. However, the database is currently not up-to-date, which could unintentionally lead to products being priced differently for different customers. **Recommendation: OSNI should maintain the database to make sure that personnel have access to licensing decisions made to ensure that customers are treated fairly.**

## Transparency

18. OSNI does not publish its pricing principles or policy. This can make it difficult for potential re-users to make decisions about whether it is worthwhile obtaining the information for re-use as they do not have any idea what costs will be involved before deciding whether they have a viable business model. Although OPSI would not necessarily expect OSNI's complete price list to be published on its website, OPSI would expect its pricing principles to be made available. In addition, OPSI would expect OSNI to make people aware of its price list when requested. **Recommendation: OSNI publishes its pricing principles on its website.**
19. There is a certain degree of negotiation of prices and licence terms. During the licence file review, the team found evidence that some companies try to enforce their own contracts onto OSNI, and some request that they use OS GB's terms for consistency. Although OSNI reject these suggestions, if more detailed information were published, it could avoid staff having to explain why OSNI's terms should be used. This could also put undue pressure on staff and cause delays while staff explain to customers why OSNI's own terms are compulsory. **Recommendation: OSNI make explicit on its website and other relevant documents that its own licence will be used.**
20. The OSNI website is clear and OSNI gained a high score, but it is in need of updating. This was mentioned during several interviews. At present there are no clear timescales for this. By updating the website,

it will provide the necessary information to customers to aid their decision making prior to becoming an OSNI customer. As part of the verification, a team member carried out a review of the OSNI website. This website review can be found in Annex A. **Recommendation: OSNI updates its website to satisfy the requirements outlined in the website review.**

21. As part of the verification, OPSI carried out a licence review. A detailed report into the findings can be found in Annex B. **Recommendation: OSNI should amend its licences in line with the licence review.**

## Compliance

22. The verification team conducted a review of the Intranet. Whilst the website is good, the intranet does not hold as much information. The intranet is an important way of communicating key policies and procedures to staff as all relevant information can be found in one place. OPSI understand that guidance is issued to staff on a regular basis, which is good practice, but this could be stored on the intranet for ease of reference. For public information, it is sufficient to link to the relevant page of the external website. **Recommendation: OSNI should update its intranet, including as much information as possible.**
23. All staff were aware of the policies and procedures in place, and more importantly they understand why it is important to follow these. All staff interviewed had a good knowledge of the PSI Regulations and IFTS and the reasons for the scheme.
24. OSNI has developed an 'Agreement Progress Monitor'. This is a form which enables OSNI staff to monitor progress for specific customers. **This is an example of best practice**, as it ensures that the correct procedures are followed. It also enables staff to deal with customers during staff absences as it is clear exactly what stage the licence negotiations have reached. **Recommendation: OSNI should make sure that staff are aware how useful this is and that it is kept up-to-date at all times.**

## Challenge

25. OSNI has a robust complaints procedure and a healthy attitude to complaints. OSNI view complaints as a way of constantly improving and actively encourage customers to complain.

## PART FOUR: PROGRESS

## Recommendations of first verification and if they have been met

Principle	Ref	Recommendation	Priority	Action Taken	Status
Openness	29	All exceptions to openness should be clearly explained on the OSNI website and to enquirers.	H	OSNI will explain reasons why information may not be licensed (eg. non payment of invoices)	Outstanding Explained on website under IFTS-openness
	34	OSNI should set up an IAR or come within a DCAL IAR if this is more appropriate.	H	OSNI has local information officers who collect information for FOI registers. It also has a lot of published information on its website. OSNI does not have an IAR though its delegation states that it should.  There are also plans to allow significant web access to mapping over the next few years for low value transactions.	Complete Web Access to all OSNI Products now in place.
Fairness	35	The policy on government agencies and vote-lines should be published as part of licensing guidance.	L	This policy is going to change as OSNI is planning to introduce a PGA, the NI Mapping Agreement. There should be transparent information about this on the website when it is introduced.	In progress NIMA agreed 31 March 06. Information on website

Principle	Ref	Recommendation	Priority	Action Taken	Status
	36	We recommend that if OSNI wishes to offset charges it should accurately account for both transactions in a fair and transparent manner. It should be transparent about this and make the option available to all appropriate customers.	H	JS has written a paper about this. A file has been opened into which all such transactions are filed and they are approved internally. OPSI have reviewed paper on this and are content.	Complete
	37	We recommend that OSNI provides some information on its website and in hard form about the different categories of customers falling within key accounts.	M	This is now linked to royalties and volume. There are 2 or 3 rates for royalties depending on type of usage (atlas, flat maps, and straight commercial) which is explained on the website.	Complete
	40	If OSNI feels that it needs to have a different mechanism for assessing royalties in different situations it should include this in the guidance on royalty charges.	M	New policy on royalties has been introduced. OSNI is considering integrating royalties into the main licence fee. OPSI have reviewed paper on this and are content as long as it is fair and transparent.	In progress. This will now be dealt with during a complete pricing review to be carried out by Product management.

Principle	Ref	Recommendation	Priority	Action Taken	Status
Transparency	42	As many relevant policies as possible should be published.	H	Information about the following will be published: NIMA Cost offsetting agreements	Outstanding NIMA in place and on website. Cost offsetting-please now see paragraph on "Fairness" under IFTS heading on website.
	44	The current IPR documents should be redrafted or more guidance given on their applicability as at the moment they are unclear.	H	The documents have been renumbered and given clearer titles.	Complete Reviewed during July 06
	47	A Crown copyright notice should be drafted for the OSNI website, explaining permitted use of the material on the website.	M	Added	Complete
	48-49	OSNI should review the website from the point of view of a customer and consider including more guidance about copyright and licensing.	M	OSNI will do this when the new site is up.	Outstanding New website and information in place.

Principle	Ref	Recommendation	Priority	Action Taken	Status
	50	OSNI should consider making some minor changes to the wording and layout of the generic licences.	L	Changed	Complete Generic licences simplified further and Supply & Licence combined into one document in all cases.
	53	All Key Account Managers should use the existing checklists; files should also show a complete record of all correspondence, quotes and current agreements.	M	OSNI argue that these were working documents which is why they were not complete. OPSI accepts this.	N/A
	55	OSNI should ensure that it has competition law guidance or that it consults solicitors where competition may be an issue.	M	OSNI's solicitors give a seminar on Competition Law	Complete Specific guidance on NIMA also sought prior to implementation
Challenge	57	We recommend that customers are advised of the complaints process and of the role of HMSO.	L	Added to website	Complete

## APPENDIX 1: SUMMARY OF RECOMMENDED ACTIONS

This is a summary of the recommended action to:

- remedy the weakness identified; and,
- strengthen the commitment to Information Fair Trading.

Principle	Ref	Recommendation	Priority
Fairness	16	OSNI should ensure that negotiation is kept to a minimum.	High
	17	OSNI should maintain the database to make sure that personnel have access to licensing decisions made to ensure that customers are treated fairly.	Low
Transparency	18	OSNI publishes its pricing principles on its website.	High
	19	OSNI should make explicit on its website and other relevant documents that its own licence will be used.	Medium
	20	OSNI updates its website to satisfy the requirements outlined in the website review.	High
	21	OSNI should amend its licences in line with the licence review.	High
Compliance	22	OSNI should update its intranet.	Medium
	24	OSNI should make sure that staff are aware how useful the Agreement Progress Monitor is and that it is kept up-to-date at all times.	Low

## Annex A

# IFTS Website Assessment

Organisation: OSNI  
Site available at: [www.osni.gov.uk](http://www.osni.gov.uk)  
Date assessed: 21/9/06

**Score: 244**

<160 – Poor

160-180 – Adequate

>180 – Good

- 1.1 Does the website have an Information Asset Register? **(Yes)**  
1.2 If yes, how many clicks is it from the homepage? **(2)**  
1.3 How long did it take to find? **(<1 minute)**  
1.4 If there is no IAR, is there other guidance on what information is available? **(N/A)**  
*Please provide a link for the IAR page, along with comments on how easy it was to use.*

<http://www.osni.gov.uk/index/mapstore.htm>

- 2.1 Does the PSB use standard licences? **(Yes)**  
2.2 Are these published in full on the website **(Yes)**  
2.3 If yes, how many clicks are they from the homepage? **(2)**  
2.4 How long does it take to find? **(<1 minute)**  
2.5 How many standard licences are there? **(3-5)**  
2.6 Is there an explanation of what different licences are for and is it clearly understood? **(Yes)**  
*Please provide a link to the standard licences here. If there are a large number of standard licences, are they proportionate to the volume of licensing carried out?*

[http://www.osni.gov.uk/index/licensing/digital\\_licensing.htm](http://www.osni.gov.uk/index/licensing/digital_licensing.htm)

Most of the licences were explained but not all.

- 3.1 Is there any charge made for licences? **(Yes)**  
3.2 Is there an explanation of the charges? **(Yes)**  
3.3 Is there an explanation of how charges are drawn up? **(Yes)**  
*Please provide a link to the charges here, along with any explanation of the way they are drawn up.*

[http://www.osni.gov.uk/index/licensing/digital\\_licensing.htm](http://www.osni.gov.uk/index/licensing/digital_licensing.htm)

Yes but some of the links to certain charges are broken (e.g. Copying 2)

- 4.1 Is there an IFTS commitment on the website? **(Yes)**

- 4.2 How many clicks is it from the homepage? **(0-1)**
- 4.3 How long does it take to find? **(<1 minute)**  
*Please provide a link to the IFTS commitment*  
[http://www.osni.gov.uk/index/licensing/ifts\\_page.htm](http://www.osni.gov.uk/index/licensing/ifts_page.htm)
- 5.1 Is there clear and precise information on how to apply for a re-use licence? **(Yes)**
- 5.2 Are there a variety of methods for applying for licences? **(Yes)**
- 5.3 Is it possible to apply online for a licence?(Including emailing a form **(Yes)**
- 5.4 Does it specify a timescale to grant licences? **(No)**
- 5.5 If yes, what is that timescale (in working days)? **(N/A)**
- 6.1 Does the PSB have a procedure for complaints regarding licensing decisions? **(Yes)**
- 6.2 How many clicks is it from the homepage? **(0-1)**
- 6.3 How long does it take to find? **(<1 minute)**
- 6.4 Does it mention that if the complainant is unhappy they can refer to OPSI or APPSI? **(Yes)**  
*Please provide a link to the complaints page. If there is no separate licensing complaints page, please link to the general complaints section.*  
<http://maps.osni.gov.uk/Feedback.aspx>  
 Yes but you must first register on the website.
- 7.1 Does the website explain what information is not available? **(No)**
- 7.2 If Yes, does it explain why? **(N/A)**
- 7.3 How many items are listed? **(N/A)**  
*Please provide a link to the page with this explanation. What is the nature of the unavailable items? Please comment if the nature of the PSB's activity would require a larger/smaller number of exceptions than would be expected. Are the exceptions listed specific, or cover a category?*
- 8.1 Does the website outline any exceptions to normal licensing policy? **(Yes)**
- 8.2 If Yes, does it explain why that exception has been made? **(Yes)**
- 8.3 How many exceptions are there? **(2)**  
*What is the nature of the exceptions? Are the exceptions specific?*  
*Please provide a link to the page*  
 One exception found was, "The second being that customers using our data will not be allowed to simply reproduce products identical to those produced by OSNI."  
[http://www.osni.gov.uk/index/licensing/ifts\\_page.htm](http://www.osni.gov.uk/index/licensing/ifts_page.htm)
- 9.1 Does the website have a Crown Copyright notice? **(Yes)**
- 9.2 Is it linked to from every page? **(Yes)**
- 9.3 How many clicks is it from the homepage? **(0-1)**
- 9.4 How long does it take to find? **(<1 minute)**

- 9.5 Is OPSI/HMSO mentioned, with contact details? **(No)**
- 10.1 Does the website have an electronic search facility? **(Yes)**
- 10.2 If yes, how many clicks is it from the homepage? **(0-1)**
- 10.3 How long did it take to find? **(<1 minute)**  
*Please provide a link for the search page, along with comments on how easy it was to use. If it is not present, does it say why? (Yes) (No)*  
Search facilities are good.
- 11.1 Is the material available by electronic means? **(Yes)**
- 11.2 Is it possible to download direct from the website? **(Yes)**
- 11.3 If data is not available electronically, is there an explanation of how to obtain it? **(Yes)**
- 11.4 If data is sent via email, is there a specified timescale for delivery? **(N/A)**
- 11.5 If yes, what is the timescale (In working days)? **(N/A)**  
*Please state any other methods of receiving data. If a timescale is published, to what extent do they meet that commitment?*
- 12.1 Does the PSB outline its responsibilities under IFTS on their website? **(Yes – all)**
- 12.2 Does the website explain what IFTS is aiming to achieve? **(Yes)**
- 12.3 Are the benefits of IFTS explained? **(Yes)**
- 12.4 Is the PSB using IFTS logos on their website and actively mentioning they are a member of the scheme? **(Yes)**
- 13.1 Does the PSB outline its policy towards its trading of PSI? **(Yes)**
- 13.2 Does the PSB explain how it arrives at decisions? **(Yes)**
- 13.3 Does the website have an explanation of what re-use is? **(Yes)**
- 13.4 Does the website explain what Crown Copyright is? **(Yes)**
- 13.5 Does the website explain why licences are sometimes needed to re-use information? **(Yes)**
- 13.6 Does the website explain the difference between FOI and re-use? **(Yes)**
- 13.7 Does the website explain what a trading fund and delegated authority is? **(Yes)**  
*Please provide a link to any explanations here.*
- Please enter any comments that you may have about the website, and how it promotes re-use of PSI, explains the processes of licensing and what it says about IFTS.*

## Annex B

# REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 1

**Licence reviewed:** Value Added Reseller Agreement  
(OSNI Reference: 050406 – VAR Agreement – Generic Copy document)

This is a 29 page template document consisting of the agreement terms and conditions main (23 headed clauses) and 8 Schedules. There is a contents page after the front page.

The agreement is in 9 point font which makes it difficult to read.

### Evaluation Criteria

#### 1. Clarity of licence terms

*Check for clarity of language, jargon, legalistic language, plain English*

Most of the terms are written in plain English. Some legalistic language is used in the clauses, for example “whereas”, “hereof”, “hereunder”, “forthwith”. The wording of the definitions and clauses is clear although there could be some confusion between some of the definitions and the wording used on the Schedules. “Inure” is used in clause 1.2.5, a less legalistic alternative word should be used.

#### 2. Comprehensiveness of licence terms

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The “whereas” section on page one makes clear that the Controller of HMSO has responsibility for Crown copyright. It would be more appropriate to say that OSNI is “operating under a Delegation of Authority” rather “acting on behalf of ..”. It might also be appropriate to change “publications” to “information” or “works” in (A).

The Licensed Use at Schedule 1 Part 5 is not clear. There are various options [adapting, merging etc] not all of which would seem to apply to an arrangement for a value added reseller.

The document also includes a sub-licence at Schedule 7 to enable the party developing products or services to allow its contractors to temporarily use

OSNI digital data. The document makes clear that the sub-licence is being granted on behalf of OSNI and does give OSNI the right to inspect.

Schedule 8 sets out some template licence terms for allowing the end-user of the Product/Service to use the OSNI data included in the Product/Service. The Value Added Reseller of the Product/Service can produce their own end-user licence; the contents have to be approved by OSNI. The Licensed Use section of the template states that the End-User should contact the OSNI Help Desk about queries relating to the OSNI data but does not give details (telephone number, website, e-mail address etc). There are also a set of Standard Digital Data Licensing Terms.

### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The territory on the template is stated as EU (Minimum Territory). It is not apparent if there are restrictions on the territory and whether different charges apply.

At clause 2.6 OSNI state that they will give notice about discontinuing Data, Goods and or Services, however they go on to state “as much notice as is reasonably practicable before ceasing etc”. It would be fairer to have a minimum notice period.

Schedule 5 Sales Policy.

This says “as posted on OSNI’s web site from time to time”, OSNI should be required to notify the other party to the agreement if their sales policy is to change.

### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

The definition of “Intellectual property rights” covers patents, trade marks and says that they are “owned by the Crown through HMSO”. The Controller of HMSO only has responsibility for copyrights and databases owned by the Crown. It would be advisable to look at this in relation to the definitions of “Copyright” and “Trade Marks”. Clause 10.1 also states that that HMSO owns all the rights in the Intellectual Property.

The products of the other party are defined as “AA Products and/or Services”. If this is to be used it should be placed in alphabetical order. It could be changed to “Licensee Products” or “Your Products” (see comment at 7)

### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

Section 6 covers payment arrangements. It refers to additional information contained in the Schedules 1, 2 and 5. Reference is made to the OS Sales policy which is published on the OSNI website but is not included in the licence document. The Schedule does not set out how the licence fee is calculated. It is not made clear if OSNI will send an invoice for the licence fee, invoices are sent for the royalties.

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

The terms are not unnecessarily restrictive. The agreement with the VAR is for a period of 3 years while the end-user licence is for 12 months and requires renewal. This arrangement is not restrictive as OSNI does give the VAR a range of options for licensing End-Users.

## **7. Other Comments**

The Agreement uses the term “AA” for a Value Added Reseller. It would be clearer to refer to the “Licensee” or “you”. A definition for “you” and “your” can be added to the definitions section. To avoid any confusion with the use of Licensee in the standard digital data licensing terms (Schedule 8) the word “Licensee” could be replaced there by “the end-user”.

## **Schedule 8**

Clause 1 of the Standard Digital Data Licensing is headed Definitions. There are no defined terms in this section. It would provide greater clarity to include a set of defined terms. The end-user will not be aware of those included in the main agreement with the value added reseller.

Clause 5.5 of the Standard Digital Data Licensing says, “Permission to publish must be applied using OSNI form Publishing 1”. This needs to be expanded to be effective.

In clauses 9.1 and 11.11 the American spelling of “license” needs to be changed to “licence”.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 2

**Licence reviewed:** Supply & Licence Agreement – Generic Copy.doc  
(OSNI Reference 180506 – Supply & Licence Agreement – Generic copy)

This is a 20 page template document consisting of the agreement terms and conditions (23 headed clauses) and 7 Schedules. There is a contents page after the front page. The main difference from the Value Added Reseller Agreement is that it does not include a Schedule 8 of terms for end-users.

This document is also in 9 point font which makes it difficult to read.

### Evaluation Criteria

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

The comments made in this section on the review of the Value Added Reseller Agreement also apply to this document.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The comments made on the VAR Agreement also apply, except for those about Schedule 8.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The comments made on the VAR agreement also apply.

#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

The comments about the IPR clauses of the VAR agreement are also relevant here.

#### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The comments made on the review of the VAR agreement also apply here.

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

There are no unnecessarily restrictive terms.

## **7. Other Comments**

This Agreement also uses “AA” for the other participant(s). This could be changed to “Licensee” or “You”.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 3

**Licence reviewed:** Agent Agreement  
[OSNI Ref: Generic Agent Agreement – 250305 doc]

This is a 23 page template document consisting of the agreement terms and conditions (25 headed clauses) and 5 Schedules.

### **Evaluation Criteria**

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

Most of the terms are written in plain English. It does include some legalistic language. See my comments on the other licence agreements.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The “Whereas” section of this agreement does not include any mention of the Delegated Authority from the Controller of HMSO. It probably does not matter as the other party is selling OSNI products rather than its own products containing OSNI data. However, the Controller of HMSO is referred to in clause 12.1 on Intellectual Property.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The comments included on Schedule 2 Territory make it clear to OSNI staff that the EU is to be regarded as one territory.

There does not appear to be a standard period of agreement for the Agent agreement, Clause 10.1 is blank.

#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

Although this is an “agent agreement” Clause 18 Relationships includes the words *“nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party ..”!*

Under clause 4.6 the other party can use the words “**marketing agent**” of OSNI in any advertising and promotional material.

## **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The agreement sets out clearly the way that the commission will be calculated. The verification of case files should reveal if the commission rates are being applied consistently and fairly.

Under clause 4.6 the other party can use the words “**marketing agent**” of OSNI in any advertising and promotional material.

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

The wording, “This will include failure to achieve agreed minimum targets, defined at ??? under this Agreement” is included within brackets at the end of Clause 10.2 (a) as a reason for termination of the agreement.

## **7. Other Comments**

OSNI are clearly aware of the possibility of falling foul of the new age discrimination laws by including a comment on clause 10.2 (j) about terminating the agreement if an agent reaches retirement age!

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 4

**Licence reviewed:** Distribution Licence Agreement

[OSNI Ref: Generic Distribution and Licence Agreement.doc]

This is a 29 page template document consisting of the main agreement terms and conditions (24 headed clauses) and 8 Schedules. There is a contents page after the front page.

This agreement is also in 9 point font.

### **Evaluation Criteria**

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

The comments made on the Value Added Reseller Agreement also apply to this Agreement.

Y

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The comments made on the VAR Agreement also apply. There are additional definitions for “Minimum Quantity” and “Renewal Date”.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The comments made on the VAR Agreement also apply.

#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

The first comment on the VAR Agreement about consistency also applies. In this agreement the IPR clause is 11.1.

#### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The comments on the VAR agreement also apply.

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

There are unnecessarily restrictive terms.

## **7. Other Comments**

The comments made on the VAR agreement also apply. On this agreement the comments about the Standard Digital Data Licensing shall apply to Schedule 7 Annual Digital Data Licence.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 5

**Licence reviewed:** Northern Ireland Mapping Agreement MOU for Data Supply & Service. Departmental Level.

[OSNI Reference 260606 NIMA DMOU for Depts doc]

This is a 13 page template document consisting of the terms and conditions (12 Headed clauses) and 6 schedules.

### Evaluation Criteria

#### 1. Clarity of licence terms

*Check for clarity of language, jargon, legalistic language, plain English*

Most of the terms are written in plain English. The legalistic language that has been included in the template agreements with non Public Sector Bodies is also used in this document.

It would provide greater clarity if a definition for Geographical Information [GI] was added to definitions section.

#### 2. Comprehensiveness of licence terms

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The document includes the terms that you would expect to find in an MOU.

#### 3. Fairness

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

It seems that each of the main Northern Ireland Departments will be a party to an MOU with OSNI.

Schedule 4 indicated that there will be different charges for departments. I assume that these are calculated to reflect their different usage of OSNI!

#### 4. Consistency

*Does the licence contain any terms which are inconsistent and contradictory?*

I am not sure why the word “Honorable” has been placed before “Agreement” at the top of page one. It is spelt incorrectly and does not seem to have any relevance to the agreement.

## **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The payment arrangements are clearly set out. It sets out the arrangements for amending the terms of the MOU.

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

Clause 2.2 states that “Licensed use of OSNI digital data by a NIMA participant does not extend to use for any activity that uses the OSNI data to compete significantly with OSNI’s own revenue generating products or services”. This could be seen as being restrictive.

## **7. Other Comments**

Clause 3 is headed “Permitted uses of Crown Copyright Material.” It would be more appropriate to head the clause “Permitted Uses of OSNI Data, Good and/or Services”. The material produced by most NI Department s will also be Crown copyright. The MOU only cover material from OSNI.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 6

**Licence reviewed:** NI Mapping Agreement MOU for Data Supply & Services; For Executive Agencies only.

[OSNI Ref: 260606 – NIMA EMOU for Agencies doc]

This is a 12 page template document consisting of the terms and conditions (12 headed clauses) and 6 Schedules.

The content of this MOU is the same as that for Departments.

### Evaluation Criteria

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

See comments on MOU for departments.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

See comments on the MOU for departments.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

.See comments on the MOU for departments.

#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

In the brackets at the start of clauses 4.1 and 4.2 the wording should be "Agency Name" rather than "Department name.

The wording of clause 3.2 on this MOU is slightly different to that used on the MOU for departments.

#### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

See comments on the MOU for departments.

**6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

See my comments on the MOU for departments..

**7. Other Comments**

See my comments on the MOU for departments.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 7

**Licence reviewed:** NI Mapping Agreement (NIMA) Supply & Licence. Executive NDPBs only.

[OSNI Ref: 260606 NIMA ESLA for Exec NDPBs]

This is a 22 page template document consisting of terms and conditions (23 headed clauses and 7 Schedules.

It includes wording from the template agreement and the MOU so I have only made comments where there is something that OPSI has not raised before or is of particular significance.

### Evaluation Criteria

#### 1. Clarity of licence terms

*Check for clarity of language, jargon, legalistic language, plain English*

No comment.

#### 2. Comprehensiveness of licence terms

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

No comment.

#### 3. Fairness

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

Schedule 2 part 2 includes wording about not competing with OSNI revenue generating activities.

#### 4. Consistency

*Does the licence contain any terms which are inconsistent and contradictory?*

No comment.

#### 5. Practical Arrangements

*Is it clear what the process is for making payments, amending terms for example?*

The payments are made by the parent department of the NDPB which is not a party to the agreement.

**6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

No comment.

**7. Other Comments**

None.

## REVIEW OF ORDNANCE SURVEY OF NORTHERN IRELAND STANDARD LICENCES 8

**Licence reviewed:** NI Mapping Agreement (NIMA) Supply & Licence. Northern Ireland's Councils

OSNI Ref: 260606 – NIMA CSLA for Local Councils doc

This is a 48 page template document consisting of the terms and conditions (23 headed clauses) and 6 schedules.

It contains most of the terms and conditions that are included in the agreement for Executive NDPBS. It is longer document because there are separate signature pages for each Council (pages 14-39).

As this agreement includes wording used in the template agreements and the MOU OPSI has only included comments where there is new issue or something of significance.

### **Evaluation Criteria**

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

No new comments.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

No new comments.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

This agreement is for an initial period of 1 year. The agreement for Executive NDPBs is for 3 years.

#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

No new comments.

## **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The document does not make clear who is responsible for making the total payment of £215,000. Will each local council be issued with an invoice for a proportion of the total payment (Clause 6 and Schedule 1 part 3).

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

No new comments.

## **7. Other Comments**

None.