**Customer Details**

**By completing these details you agree to the terms and conditions in the attached Memorandum of Understanding.**

**Date of agreement**

**Name**

**Organisation Name**

**Organisation Address**

**Email address**

**Telephone Number**

**Are you a NIMA Participant?** **[ ]** Yes **[ ]** No

The Northern Ireland Mapping Agreement (NIMA) is a corporate supply agreement for the use of Ordnance Survey Northern Ireland® (OSNI®) Digital Geographic Information to be used by Northern Ireland Civil Service (NICS) Departments, Agencies, Non Departmental Public Bodies (NDPBs) and Local Councils to support policy making, operational delivery and communication with the public. Further information about NIMA can be found in the document “LPS Mapping Public Task” found at:

<https://www.finance-ni.gov.uk/publications/lps-copyright-publications>.



Northern Ireland Statistics and Research Agency

- and –

**Customer specified on Page 1**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**FOR**

**CENTRAL POSTCODE DIRECTORY (CPD) SUPPLY & SERVICE**

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MEMORANDUM OF UNDERSTANDINGmeans this Agreement with the number (MOU001) made on the Commencement Date.

**BETWEEN**

1. The Department of Finance (“**DoF**”), acting by the **NISRA Geography** section of its executive agency, the **Northern Ireland Statistics and Research Agency (“NISRA”)**, whose principal office, for the purposes of this Agreement, is Colby House, Stranmillis Court, Belfast, BT9 5RR; and
2. **Customer specified on Page 1**

# RECITALS

1. We are responsible for the provision of a statistical and research service to support decision making by Northern Ireland Ministers and Departments and to inform elected representatives and the wider community through the dissemination of reliable official statistics. We are also responsible for the administration of marriage laws and the provision of a system for the civil registration of births, marriages and civil partnerships, adoptions and deaths in Northern Ireland.
2. You are **Customer specified on Page 1**
3. For the purposes of this MOU, we create, maintain and publish the Central Postcode Directory.
4. You are a NIMA participant and for the purpose of this agreement are agreeing to use the IP for non-commercial statistical usage.

**OPERATIVE TERMS:**

## DEFINITIONS

* 1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

 **“Agreement”** means this MOU001;

**“Chief Executive”** means the person who, for the time being, is appointed by DoF as the Chief Executive of NISRA;

“**Commencement Date”** means the date of the final signature to this Agreement;

**“Intellectual Property”** (“IP”) means the Central Postcode Directory (CPD) data supplied by Us under this Agreement as set out in Schedule 1, which includes databases, utility models, trademarks, trade names, service marks, Know-how, designs, drawings, algorithms and computer programs;

**“Intellectual Property Rights”** (“IPR”) means (as appropriate) copyright, database right, and all other similar proprietary rights (whether registered or not) in the IP owned by the Crown through HMSO as may exist anywhere in the world under this Agreement and all applications and rights to apply for the protection of any of the foregoing. It also means rights in patents, utility models, trademarks, trade names, service marks, design rights, know-how, designs, drawings, algorithms, computer programs and any other process or other similar right or assets capable of protection including, in particular, those items listed in Schedule 1;

**“Key Contacts”** means the persons named in Schedule 4;

**“Know-how”** means all technical, commercial and other information, data specifications, experience, knowledge, skill, commercial techniques supplied in relation to this Agreement whether stored electronically or otherwise;

**“Support and Maintenance Services”** means as set out in Schedule 1;

 **“We, Our or Us”** means the addressee shown at (1) on page 4;

**“You or Your”** means the addressee shown at (2) on page 4.

* 1. Unless the context otherwise requires, in this Agreement:
		1. references to any statute or statutory provision shall include a reference to any statute or statutory provision which amends or replaces or has amended or replaced it and vice versa and the same shall apply to statutory instruments; and
		2. this Agreement shall be binding upon and shall continue for the benefit of the successors and assigns of NISRA or DoF, as the case may be.

## 2. PURPOSE OF MOU

2.1. This MOU sets out the roles and responsibilities of each organisation in relation to the supply and use of the IP.

2.2. We shall, when requested by You, provide the IP set out in Schedule 1 Part 1 and the Support and Maintenance Services set out in Schedule 1 Part 2.

2.3. You shall abide by the restrictions of use of the IP as set out in this Agreement.

## 3. PERMITTED USES OF CROWN COPYRIGHT IP

3.1. These permitted uses are listed in Schedule 2.

3.2. You should not pass copies of the IP in any format to any third party or authorise its reproduction without Our prior written approval; this approval may be subject to separate licensing agreements.

## 4. PAYMENT AND CHARGES

There will be no charge for the use of the IP.

## 5. EXCLUSION OF THIRD PARTIES

Nothing in this Agreement is intended to confer any right on any person who is not a party to this Agreement to enforce or rely upon the terms of this Agreement.

## 6. PERIOD OF AGREEMENT AND TERMINATION

6.1. This Agreement shall be effective from the Commencement Date and shall continue in force until terminated by either party.

6.2. In the event of termination You shall (at Your expense) either destroy the IP in Your possession, power or control, (including any security copy) or return the IP to Us. You shall also procure that a duly authorised executive provides a sworn statement or affidavit verifying that this has been done.

## 7. LIABILITY

## We will use Our reasonable endeavours to ensure that the IP supplied is fit for the purposes set out in Schedule 2. We will remedy as soon as reasonably practicable any error in or omission from the IP of which You notify Us.

##

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. The legal and beneficial owner of the IP is the Crown. All IP supplied to You under the terms of this Agreement remains the property of the Crown and is protected, inter alia, by Crown copyright, database right and appropriate registrations.

8.2. You shall promptly notify Us as soon as You become aware of any infringement or suspected infringement by any person of the IP and shall at Our request give all necessary assistance to Us in connection with any claims or proceedings made or instituted against any such person for such infringement or suspected infringement.

8.3. You shall not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings, logos or notices affixed to or contained in the IP or any accompanying documentation.

## 9. VARIATIONS

Any variation to this Agreement shall be effective only if it is in writing and is agreed and signed by both parties.

## 10. NOTICES

All notices which are required to be given under this Agreement shall be in writing (including e-mail) and shall be sent to the recipient named as the Key Contact or such other address as the recipient may designate by advance notice.

## 11. ENTIRE AGREEMENT

This Agreement and the Schedules represent the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede any other Agreements, understandings, representations or warranties written or verbal, that the parties may have had or given. Each party warrants to the other that it has not relied on any such representation or warranty in entering into this Agreement.

## 12. DISPUTE RESOLUTION

12.1. It is the responsibility, in the first instance, of the Key Contact to attempt to resolve any dispute between the organisations arising out of or in connection with this Agreement.

12.2. If the dispute cannot be resolved by the Key Contacts within three (3) months of having received notification of the dispute then the Head for each organisation will be responsible for resolving the dispute.

# SIGNATURES

**IN WITNESS WHEREOF** the parties have signed this Agreement as set out below:

By: Brian Foley

(Signed on the behalf of NISRA Geography, of the Northern Ireland Statistics and Research Agency, an executive agency within the Department of Finance)

Name: BRIAN FOLEY

Date: 27th February 2020

By: **Customer specified on Page 1**

# SCHEDULE 1

**Part 1**

**Intellectual Property**

.Central Postcode Directory

* Updated bi-annually or when appropriate

**End of list**

**Part 2**

**Support and Maintenance**

* Email support between 9 am and 5 pm Monday to Friday excluding NI public holidays.
* Correction of critical errors or assistance to overcome specific software problems but excluding:
* defects or errors resulting from any modifications made by any person other than Us;
* any version of the IP other than the current release;
* incorrect use of the IP or operator error;
* any fault in the equipment or in any programs used in conjunction with the IP;
* defects or errors caused by the use of the IP on or with equipment or programs not supplied by or approved in writing by Us provided that for this purpose any programs designated for use with the IP shall be deemed to have Our written approval; and
* Information on availability of new versions of software.

**PROVIDED ALWAYS THAT**

We may make an additional charge for any services provided by Us:

* at Your request but which do not qualify under the error correction service by virtue of any of the exclusions referred to above; or
* at Your request but which We find are not necessary.

# SCHEDULE 2

**Permitted Use**

This MOU grants You permission to use the IP, only for the purpose of:

* within Your own office for the internal day-to-day activities involved in the operation of your business; and
* for the non-commercial production of statistics.

**All other uses are prohibited.**

# SCHEDULE 3

**No charge**

# SCHEDULE 4

**Key Contacts**

1. You - **Customer specified on Page 1**
2. Us

**Name:** Brian Foley

**Email:** geography@nisra.gov.uk