

## DIGITAL LICENCE

This Licence Agreement is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between the President of India acting through Surveyor General of India, Survey of India (SOI), Ministry of Science & Technology, Govt. of India, having office at Hathibarkala Estate, Dehra Dun-248 001, hereinafter referred to as SOI (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the First Part, and the \_\_\_\_\_ (Name & address will be given subsequently), an Indian Individual / an Indian Organisation / an Indian Company incorporated under Companies Act 1956 and having its registered office at \_\_\_\_\_ duly represented through \_\_\_\_\_ authorised representative of the Company hereinafter referred to as Licensee (which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidator, successors and permitted assigns) of the Second Part.

Whereas the SOI is the National Mapping & Surveying agency engaged in surveying and mapping of whole country including towns, villages, cities and states and in publishing topographical & general purpose maps in analogue and digital form.

And whereas SOI is the owner of its digital map data and its copyrights;

And whereas the LICENSEE has been allowed to use the material owned by the SOI for its internal business use.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### SCOPE & TERMS OF THIS LICENCE AGREEMENT

##### 1. Definitions

Unless otherwise stated, for the purposes of this Agreement, the following words and expressions shall have unless the context otherwise requires, the following meaning ascribed to them respectively.

*Copyright* means as set out in Copyright law on Intellectual Property Rights as applicable in India from time to time.

*Digital vector* means the representation of mapping composed of point, lines, area and text with the map coordinates i.e. defining its positions.

*Digital Products* shall mean vector and raster image maps;

*Geographical information* means defining attributes to digital vector or raster image with position information.

*Internal Business use* means the use of SOI databases, mapping, map data, or geographical information (SOI data) as a tool in the day-to-day activities in the internal running of the Licensee's organization (but always excluding use by any associated, subsidiary, holding or affiliated organizations). Internal business use specifically excludes commercial use and exploitation., for example value added commercial products. Internal business use includes use of Survey of India data solely within the Licensee's specific organization in reports and submissions that do not carry advertising, by the Licensee while carrying out its internal business activities. This includes electronic transmission of a graphic image, not in vector form, that is, a raster data file produced specifically for the purposes of allowing a recipient to view, produce a graphic image, or plot SOI mapping

provided there is no direct financial one to one gain to the recipient; that is direct or indirect revenue or benefit out of licenced SOI mapping. Licensee also shall advise the recipient that it can only use the image for the original licenced purpose for which it was sent on an internal network provided it is not accessible by any person outside the Licensee's organization; Activity not listed or allowed by internal business use will normally be subject to a separate licence that covers commercial use and exploitation.

*Intellectual Property Rights* shall mean and include all trademarks, copyrights, Logos, domain names, designs used by the respective parties as owner. Intellectual Property Rights include the copyright of SOI on the Licenced Products as set out in Copyright law on Intellectual Property Rights as applicable in India from time to time..

*Licence Agreement* means this document.

*Licenced Products* shall mean digital maps of SOI.

*Licence Fee* means the Charges in respect of the data to be used for intended purpose less any applicable Discounts.

*Map Transaction Registry (MTR)* means the online registration and verification system maintained by SOI.

*Proscribed Changes* means changes in SOI mapping with regard to internal and external administrative boundaries and depiction of Vital Areas and Vital Points as intimated by MOD vide their letter No. 2(7)2003-D (GSIII) Vol.III dtd. 26<sup>th</sup> sept. 2005.

*Raster image* means the representation of mapping composed of individual pixels (the smallest discernable element of such mapping) where the information stored within each pixel corresponds to the colour of that pixel only and such information is not referenced to the information within any other pixel.

*SOI's Mapping* means original published editions of SOI maps in which Copyright subsists published by the SOI or another publisher (although these may not look like maps published by SOI itself) but which show or should show the acknowledgment of the SOI copyright.

*SOI products* means extract from any SOI digital mapping product for the purpose of this Licence.

All references to be the singular in this Licence shall include the plural and vice versa and any reference to a gender shall include both genders

## **2. Licence**

This Licence shall be effective at the earliest in time to occur of (i) The Licensee's signing and returning an original of this Licence to the SOI, (ii) the payment of the invoice relating to the Licence Fee. On the issue of the licence number to the Licensee, SOI grants the Licensee to use the Digital products for its internal business use on the terms and conditions set out in this Licence. This Licence does not entitle the Licensee to make any other use of SOI Mapping.

## **3. Rules and terms of licence**

3.1 This licence allows the Licensee to:

- (i) Use SOI digital products in a computer mapping system where facilities may include plotting, processing, manipulating and transmission of the data;

- (ii) Produce the number of security copies appropriate for safeguarding the data for Licensee's system; make extracts from whole SOI maps;
- (iii) Copy full SOI mapping at a scale much smaller or larger than the original;
- (iv) Copy maps which are made up of parts from several different SOI mapping;
- (v) Copy maps which have been redrawn, traced and generalized by leaving out information or changing SOI material provided no changes are made to the external and internal boundaries;
- (vi) Copy whole, unchanged SOI maps reproduced at or near the original scale, for example, from a transparency or microfilm;
- (vii) Allow only Licensee and not its agents or sub-Licensee(s) to use and copy SOI material as required for any contract.
- (viii) Have copies for any of the above purposes made by outside printers provided all or part of SOI digital products is reproduced for the purposes of internal business use.

3.2. This licence does NOT include the following activities by the Licensee:-

- (i) The development of value-added products;
- (ii) The demonstration of the data at exhibitions or seminars;
- (iii) Save as set out for the purpose of business use above the transfer of SOI material into computer-readable form (for example, digitising or scanning);
- (iv) The incorporation of digital products in a third party product; and
- (v) Save as set out for the purpose of business use below the reproduction of SOI material in publications (for example, books, newspapers, magazines, journals, brochures and so on). The term publish includes sale or free distribution of any publication.

The above activities are all covered by separate rules and terms and must not be undertaken without the prior written permission of SOI. SOI retains the right to decide when publishing terms apply.

3.3 It is the responsibility of the Licensee to ensure that the SOI material is not copied or used in anyway which is contrary to the conditions of this licence.

#### **4. Licensee's obligations**

4.1 Licensee shall ensure all bitmaps produced by the Licensee or on behalf of the Licensee or otherwise displayed on the Licensee's web site carry the copyright acknowledgement shown in 6.3;

4.2 The Licensee shall not use SOI Mapping in any form which is offensive, defamatory or otherwise infringes acceptable standards of taste and decency, even if the document is intended for internal use;

4.3 The Licensee shall not at any time conduct Licensee's business in a manner, which would reflect unfavorably on SOI Mapping and on the good name and reputation of the SOI;

4.4 The Licensee shall not participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of SOI Mapping or SOI or other practices, which may be detrimental to SOI Mapping or SOI;

4.5 The Licensee shall make all transaction of SOI digital products as part of Map Transaction Registry (MTR).

4.6 The Licensee shall ensure that no proscribed changes take place in the SOI mappings even for internal business use. The Licensee further agrees that any proscribed changes will render him liable to criminal proceedings without prejudice to termination of agreement and /or payment of fine, which will be minimum 2 times the cost of the data and may increase up to 10 times.

4.7 The Licensee undertakes to use SOI mapping only for permitted use.

4.8 The Licensee shall ensure that no SOI mapping is exported.

## **5. SOI's liability**

5.1 SOI shall not be liable for all or any indirect or consequential losses, or for any loss of profits, contracts, business, or loss or corruption of data resulting from Licensee's possession or use of SOI mappings and/ or bitmaps.

5.2. SOI will not be responsible for death or personal injury, which results from Licensee's negligence or the negligence of its employees or agents. Other than as expressly set out in this Licence, SOI excludes all other warranties, terms and conditions, express or implied, to the fullest extent.

## **6. Intellectual Property Rights**

6.1 SOI is the owner of its digital map data and its copyrights;

6.2 The Licensee shall not use the name Survey of India (SOI) or any other registered or unregistered trademarks of SOI other than the use of the name Survey of India in the copyright acknowledgement below.

6.3 Copyright Acknowledgement All SOI Mapping is protected by copyright. The Licensee hereby acknowledges that any and all unauthorized use of SOI Mapping is an infringement of such copyright. The Licensee must ensure that appropriate acknowledgements of copyright ownership are included in a conspicuous position in all copies of SOI Mapping. The appropriate notation for all copies of SOI Mapping is: 'Reproduced by permission of Surveyor General of India on behalf of the Government of India. All rights reserved. Govt. of India Licence number *nnnnn*.'

6.4 Trademark Acknowledgement: The Licensee shall ensure that the name Survey of India and any other trade marks must show the appropriate trade mark notation and shall not tamper with or remove any trade mark symbols or notices.

6.5 Notification of intellectual property right infringements: If the Licensee becomes aware of any infringements of SOI intellectual property rights (including but not limited to any infringement of copyright or trade marks) by any third party, the Licensee shall notify SOI as soon as practicably possible of full details of any such infringement or suspected infringement. The Licensee hereby agrees to give any reasonable help at the request of SOI to take action against such third party.

## **7. Licence fees**

A licence fee as prevalent on the date of supply, unless it has already been paid at the earlier rates, must be paid to SOI by the Licensee to get permission to copy or use digital products of SOI. The amount of Licence Fee may be changed at any time at the sole discretion of the SOI.

## **8. Terms of payment**

8.1 The indented digital products of SOI along with Licence will be issued on 100% advance payment

8.2. Taxes and Service Charges as applicable must be paid by the Licensee.

## **9. Changes to this licence**

SOI has the right to change the rules and terms of this licence at any time by giving written notice to the Licensee of those changes.

## **10. Audit and inspection rights**

The Licensee shall, at any reasonable time, allow SOI's accredited representatives access to the Licensee's premises and facilities so that SOI may check that the Licensee has observed and complied with this licence.

## **11. Transferring rights and responsibilities**

11.1 The Licensee shall not assign or otherwise transfer the licence or any part of its rights and obligations -whether in whole or in part -without prior written permission of the SOI.

11.2 SOI is a government agency. It shall be entitled to specifically assign the benefit and obligations of this agreement to any other government body, or to change its constitution or any other aspect of its presentation or constructions without adversely affecting its rights under this Agreement.

## **12. Arbitration:**

Subject to the provisions of this Licence Agreement, disputes between the SOI and Licensee which do not involve proscribed additions and changes to boundaries will be referred to the Secretary, Department of Science & Technology, Government of India for arbitration.. The award given by the arbitrator shall be final and binding on the parties. The decision as to whether a dispute substantively involves proscribed addition shall always lie with the SOI. The venue of the arbitration proceedings shall be at New Delhi, India subject to aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall be deemed to apply to the arbitration proceedings under this clause.

## **13. Confidentiality**

Either side shall keep this agreement confidential and shall not assign this agreement to any third party except with the written consent of the other party.

## **14. Relationship – Principal to Principal**

All dealings between SOI and Licensee shall be as Principal to Principal. This agreement does not in any way create the relationship of principal and Agent or partnership between SOI and Licensee

## **15. Force majeure**

Neither party shall be held responsible for non-fulfillment of its respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to, Acts of God, War, Flood, Earthquakes, Epidemics, Riots, Civil commotions etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to this effect to the other party immediately after, but not later than one month of such occurrence and/or cessation. The period between the occurrences and cessation of such events will be excluded while calculating the period during which the party has to perform its obligations under this Agreement. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## **16 Termination**

16.1 If the Licensee commits any breach of any of the provisions of this Licence and, where the breach is remediable, remain in breach fourteen (14) days after receiving notice to remedy such breach then SOI, without prejudice to any of its other rights, may by notice to the Licensee at the address set out in the licence, terminate this Licence immediately.

16.2 If the Licensee transfers possessions of SOI products or any copy, partial copy of, modification or merged portion of SOI products to another party, this agreement is automatically terminated.

**17. Non-Waiver**

Failure by either party, to exercise any rights under this Agreement in any one or more instances shall not constitute waiver of such rights or other rights in any other instance.

**18. Governing Law and Jurisdiction**

Subject to Clause 12 (Arbitration) hereof, this Licence shall be governed by and construed in accordance with Indian law and both SOI and the Licensee submit to the exclusive jurisdiction of the Indian Courts in respect of any proceedings issued by either party in connection with this Licence.

**19. More information**

If the Licensee would like more information, it may contact SOI as per contact details given hereunder:

Customer Contact Centre,  
Business and Publicity Directorate  
Survey of India,  
Hathibarkala Estate,  
Dehra Dun-248 001  
UTTARANCHAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date, month and year hereinabove mentioned

Signed for and on behalf of President of India acting through Surveyor General of India, Survey of India (SOI)	Signed by _____ For and on behalf of the Licensee duly authorized vide resolution of the Board of Directors of _____(The Licensee)
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date
Licence number	

**Witness:-**

1.

2.

**Witness:-**

1.

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