

Geovation Challenge Agreement

This Agreement is made between:

- (1) Ordnance Survey Limited, a company registered in England and Wales (company registration number 09121572) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS (**OS**); and
- (2) [Insert Company Name], [Select from List]
Company Registration Number (if applicable): [Insert number, or mark N/A]
Registered address or principal place of business: [Insert Full Address]
(**Fund Recipient**).

Background:

- A OS is Britain's mapping agency and administers the Geovation Challenge, which provides funding to create and develop innovative opportunities (**Geovation Challenge**).
- B The Fund Recipient was selected for inclusion on the Geovation Challenge.
- C OS wishes to provide the Fund Recipient with support to assist the Fund Recipient in implementing its Project.
- D The Fund Recipient is a member of the Geovation Hub owned and managed by OS and has accepted the Geovation Hub Membership Terms and Conditions.
- E Accordingly, this Agreement sets out the terms and conditions on which OS will support the Fund Recipient.

Agreed Terms:

1 Definitions & interpretations

| Expression | Meaning |
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| Agreement | means the terms and conditions set out in this document and any appendix or schedule to these terms and conditions; |
| Background Information | means all information, technical know-how, data, results, inventions, software and other Intellectual Property Rights known to the Parties at the date of this Agreement (which is of a proprietary nature and not in the public domain) and any Intellectual Property Rights existing prior to commencement of the Project or developed separately from the Project, excluding Licensed Data; |
| Confidential Information | means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a Party and is acquired by the other Party in anticipation of or as a result of the Agreement; |
| Data Protection Legislation | means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation (GDPR) , the <i>Data Protection Act 2018</i> ; the and the <i>Privacy and Electronic Communications Regulations 2003</i> ; |
| Effective Date | means the date this Agreement is executed by the second in time of both parties; |
| Geovation | means the administrator of the Geovation Challenge on behalf of OS; |

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| Geovation Hub | means OS's offices located at 4 th Floor, Sutton Yard, 65 Goswell Road, London, EC1V 7EN; |
| Geovation Hub Membership terms | means the terms and conditions governing the relationship between OS and its members. |
| Geovation Logo | means the Geovation Logo, provided by OS to the Fund Recipient for use solely in accordance with this Agreement. |
| Geovation Marks | means the logos or trademarks, including but not limited to the Geovation Logo, to be used for the promotion, advertising and marketing of the Geovation Challenge or the Geovation Hub, together with any associated artwork, design, slogan, text or other collateral marketing signs of OS that are used in connection with the Geovation Challenge or the Geovation Hub; |
| Geovation Challenge | means the programme of support and funding available to challenge winner to develop their solution |
| Funding | means the funding available to the Fund Recipient in stages as identified in this Agreement, subject to the Fund Recipient complying with its obligations under this Agreement and demonstrating achievement in each Project Stage; |
| Fund Recipient | means the UK registered company selected by OS to participate in the Geovation Challenge; |
| Innovation Proposition | means the Fund Recipient's Project proposal appended to this Agreement at Appendix 1, which may be amended from time to time by written agreement between OS and the Fund Recipient; |
| Intellectual Property Rights (IPRs) | means all patents, copyrights, database rights, trademarks, service marks, inventions, domain names, database rights, utility models and design rights (whether registered or not and all applications for any of the foregoing) and all rights of confidence in the know how whensoever and howsoever arising for the full term thereof and all renewals and extensions thereof; |
| Licensed Data | means any text, graphics, audio, visual (including still visual images) and/or audio visual material, software, applications, data, database content or other multimedia content, information and material owned by OS and/or which OS licenses from a third party (including the Crown); |
| Party or Parties | means a Party to this Agreement as the context so permits and reference to the Parties shall be deemed to refer to both parties. |
| Prohibited Act | means offering, giving or agreeing to give to OS or any of its employees any gift or consideration of any kind as an inducement or reward: <ul style="list-style-type: none">i. for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with OS; orii. for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with OS; oriii. under the <i>Bribery Act 2010</i>; oriv. under legislation creating offences in respect of fraudulent acts; orv. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with OS. |
| Project | means the development of the Fund Recipient's project idea which was the subject of the Fund Recipient's application to the Geovation Challenge, as further detailed in its Innovation Proposition; |
| Geovation Challenge Representative | means the individual who has been nominated to represent OS for the purposes of this Agreement; |

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| Project Stage | means the stage of the Project for which Funding is being received. For the avoidance of doubt, each stage will be a minimum of two months; |
| Resulting IPR | means any IPR arising from and developed in the course of the Project by either Party. For the avoidance of doubt, Resulting IPR shall not include Background Information or Licensed Data; |
| Term | shall have the meaning as set out in Clause 2.1. |

2 Term and Funding

- 2.1 This Agreement shall commence on the Effective Date and shall, unless terminated earlier, remain in force until 27th February 2026.
- 2.2 OS hereby agrees to pay to the Fund Recipient the Funding, on the terms and conditions of this Agreement and subject to the successful completion of the Project Stages specified in Clause 4 below.

3 Fund Recipient's Obligations

- 3.1 The Fund Recipient shall:
- 3.1.1 manage the Project in accordance with the terms of the Challenge application and this Agreement;
 - 3.1.2 comply with the business practises and standard of behaviour outlined in the Cabinet Office '[Code of Conduct for Recipients of Government General Grants](#)' insofar as this applies to the funding under this Agreement;
 - 3.1.3 not subcontract any of the work on the Project to any third party, unless previously agreed with Ordnance Survey in writing;
 - 3.1.4 inform Geovation promptly and directly at challenge@geovation.uk:
 - 3.1.4.1 of any issue or material change that could affect the progress, delivery or exploitation of the Project and of any changes to your constitution, legal form, membership structure (if applicable) or ownership;
 - 3.1.4.2 if any staff, officers or volunteers associated with the Project are subject to any complaint or investigation into dishonesty, fraudulent activities or business misconduct, carried out by any regulatory body or the police ;
 - 3.1.4.3 of any allegations, whether proven or not, of fraud, criminal convictions, bankruptcy arrangements, or disqualifications that are capable of affecting the Project or the Funding;
 - 3.1.5 fully co-operate with Geovation and OS, responding to any requests for information promptly and comprehensively; and should OS reasonably suspect non-compliance, allowing reasonable (audit) access to your sites, documentation and staff upon request;
 - 3.1.6 take out and maintain insurance covering your risks and liabilities for appropriate amounts and in keeping with good commercial practice, with the exception of public bodies that are self-insuring;
 - 3.1.7 comply with all applicable laws and regulations in carrying out your activities under this Agreement
 - 3.1.8 maintain adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest in any personal, business or professional activities by the Fund Recipient or your representatives which conflict or could conflict with any of your obligations under this Agreement;
 - 3.1.9 within 30 days of the end of the Project, provide Geovation with:
 - 3.1.9.1 the Project completion report;
 - 3.1.9.2 the final claim submission and any supporting claim documentation;
 - 3.1.9.3 the final independent accountant's report or a Statement of Expenditure;
 - 3.1.10 Complete the Project in accordance with the deadlines set out in this Agreement. Any change requests shall be strictly subject to the written approval of OS and the Fund Recipient.

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4 Project

- 4.1 The Fund Recipient shall use the entirety of the Funding to implement the Project and for subsistence expenses necessarily incurred during the course of the Project.
- 4.2 The Fund Recipient shall begin to carry out Project Stage 1 on 1st of August 2025.
- 4.3 The Fund Recipient shall complete each Project Stage by the end of February 2026. If completion of a Project Stage is delayed, then the Fund Recipient will give OS written notice setting out the reasons for the delay and requesting an extension. OS's decision to either grant or refuse an extension shall be final.
- 4.4 The Fund Recipient will carry out their Project according to Appendix 1. Fortnightly reporting and monitoring calls will have to be carried out with OS's team to ensure delivery of the Project within timelines set out in this Agreement.

5 Payment of Funding

- 5.1 This section explains some of the criteria and requirements for the grant funding payments and claims process.
- 5.2 OS will only reimburse those types of project costs that meet the eligibility criteria set out in this Agreement.
- 5.3 OS will only pay the Funding into your business account at a UK clearing bank or one of its subsidiary banks within the UK.
- 5.4 The Funding Recipient's Funding will be paid by instalments and in arrears on submission of a claim. Each instalment shall be no less than two months after the previous instalment. For the avoidance of doubt, the proposed payment for each instalment shall not exceed the expected cost incurred in delivering and achieving the milestone to which it relates.
- 5.5 The Fund Recipient must provide evidence to OS of achieving milestones for each fund claim and for each Project Stage. The Fund Recipient must send a breakdown of achievement and associated costs when submitting the claim for payment to OS.
- 5.6 The Fund Recipient must submit confirmation at each stage that no material variance is anticipated to future milestones and associated cost base. Where a variance is expected, this must be submitted as a formal change request.
- 5.7 The Fund Recipient is required to have a time recording arrangement which allows the Fund Recipient to accurately record time charged to the Project which can be submitted with the claims in line with this Agreement. This data must be made available to OS, if requested in writing. If requested by OS, all labour claims must be supported by a time recording arrangement which includes:
 - 5.7.1 the date and number of hours worked per day
 - 5.7.2 a brief description of the work completed and associated work packages
 - 5.7.3 the name of the staff member completing the task
 - 5.7.4 actual rate of labour
- All persons listed in the Labour Costs table in your application must be employees subject to PAYE.
- 5.8 The time recording system should clearly show when, who and what has been carried out by employees. These should provide sufficient evidence to support the submission of timely and accurate claims and to demonstrate that eligible project costs comply with the Subsidy Control Act 2022 or state aid rules (as applicable)
- 5.9 To comply with the Subsidy Control Act 2022 and the project impact evaluation process, these records must be kept for 10 years following receipt of the funding and must be supplied to satisfy requests for evidence of compliance within 20 days if requested.
- 5.10 Fund Recipients must be open and transparent and must provide additional information if asked. For example, this may include details of staff contributing to the Project, or the nature of the relationship between the consortium members. OS may require this for assurance purposes prior to the payment of a claim.

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- 5.11 OS will normally pay the Funding within 30 days unless OS needs further information to support the claim. OS agrees to raise requests for further information, if required by OS, within 14 working days of receiving the claim.
- 5.12 All claims must be submitted or completed as draft within 30 days of the period end. OS does not have to pay any claim received more than 30 days after the end of the Project Stage to which it relates.
- 5.13 Claims should be submitted net of VAT. The Fund Recipient is responsible for maintaining contemporaneous and detailed records and documentation relating to the use of your grant, including timesheets, invoices, pay records and other documents.
- 5.14 OS will retain 10% of your Funding until the Project is complete, and we have received:
- 5.14.1 a final claim
 - 5.14.2 supporting claim evidence information
 - 5.14.3 the final project report
 - 5.14.4 the Project Completion Form or Project Impact questions (whichever is applicable to the grant as detailed in the competition brief)
 - 5.14.5 a final independent accountant's report (if reasonably requested)
- 5.15 OS will not pay any Funding due for any claims or the 10% retained value if the items listed above are received later than 90 days after Project completion date. Payment of the retained value (10%) is subject to the contents of the final independent accountant's report (if requested). Adjustments may mean that the Fund Recipient are not entitled to receive all the retained value.
- 5.16 Where the Fund Recipient use subcontractors, OS reserve the right to request further information and conduct further checks. Any relationship between the funded project partner and subcontractor must be declared.
- 5.17 The lead project partner must be able to demonstrate that value for money is obtained in the procurement of goods, services or works funded by the Funding.
- 5.18 The procurement process must reflect that which a participant would typically use concerning its own money, with equal, or greater, vigilance. Unless agreed in advance with OS, a Fund Recipient cannot sell services or equipment to other Fund Recipients at a profit.
- 5.19 OS may appoint an auditor, at our expense, to ensure the Fund Recipient is complying with the terms and conditions of this Agreement. The Fund Recipient agrees to give the auditor or person nominated by OS access to your project records within 2 weeks' notice of their appointment.
- 5.20 If the auditor determines that all or part of the grant has been misapplied or that the Fund Recipient should repay all or part of the grant to OS, we may recover the cost of the auditor's work from the Fund Recipient.
- 5.21 OS will not make payment for Project costs that are already being funded by OS or another organisation.
- 5.22 In the event that duplicate funding has been awarded for costs associated with the same project deliverables, it is your responsibility to notify OS. This will allow the awarding organisations to agree who should fund the relevant costs. If The Fund Recipient is found to be claiming duplicate funding, OS will consider terminating the project, recovering all project costs and where there is evidence of dishonesty (Fraud Act 2006).

6 Fund Recipient Withholding, Suspension, Repayment and Termination

- 6.1 OS may at its discretion withhold or suspend payment of all or of any part of the Funding and/or require immediate repayment of all or part of the Funding, in the event of any of the following:
- 6.1.1 the Fund Recipient not using the Funding exclusively for the Project and/or using it for purposes outside of this Agreement and for subsistence expenses necessarily incurred during the course of the Project;
 - 6.1.2 the Fund Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
 - 6.1.3 the Fund Recipient fails to demonstrate, to the reasonable satisfaction of OS, that it has passed that Project Stage.
 - 6.1.4 the Fund Recipient withdraws from the Geovation Challenge or ceases work on the Project.

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- 6.1.5 the Fund Recipient obtains funding from a third party which, in OS' reasonable opinion, undertakes activities that are likely to bring the reputation of the Project or OS into disrepute;
 - 6.1.6 the Fund Recipient provides OS with any materially misleading or inaccurate information;
 - 6.1.7 the Fund Recipient commits or committed a Prohibited Act;
 - 6.1.8 the Fund Recipient and/or any employee of the Fund Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in OS' reasonable opinion, bring or are likely to bring OS's name or reputation into disrepute;
 - 6.1.9 the Fund Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 6.1.10 the Fund Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
- 6.2 If the Fund Recipient spends less than the whole Funding on the Project and for subsistence expenses necessarily incurred during the course of the Project, the Fund Recipient will return the unspent amount to OS promptly.
- 6.3 OS may terminate this Agreement and any Funding payments on giving the Fund Recipient three months written notice.

7 UK Subsidy obligations

- 7.1 The Fund Recipient must provide all reasonable assistance to OS with regard to assessments around the Subsidy Control Act 2022 and shall always ensure that the funding awarded to the Fund Recipient is compliant with the Subsidy Control Act 2022.
- 7.2 The Fund Recipient must inform OS of any other public funding applied for or awarded against the eligible costs covered by the Funding.
- 7.3 If the Fund Recipient is found to have received a subsidy that is deemed to be in breach of the Subsidy Control Act 2022, OS will immediately stop grant payments to the Fund Recipient in any and all projects and may require the Fund Recipient to repay the funding.
- 7.4 No subcontract or other agreement with a third party can be made which would constitute a breach of the Subsidy Control Act 2022.
- 7.5 In the event that the Fund Recipient receives Funding that constitutes a breach of the Subsidy Control Act, the Fund Recipient will immediately return the Funding received on request by OS.

8 Exploitation of project results

- 8.1 At the start of your Project, OS requires the Fund Recipient to establish an exploitation plan which will be reviewed by the Geovation team.
- 8.2 After completion of the Project, OS expects the Fund Recipient to take reasonable steps to exploit the results of the project in the UK. OS will continuously monitor and evaluate the impact of funding awarded to the project and The Fund Recipient must cooperate fully in this process. The Fund Recipient must provide the relevant information after the end of the project for monitoring purposes.
- 8.3 The Fund Recipient must inform OS immediately if the Fund Recipient is experiencing any financial, administrative, or managerial difficulties that may hinder or prevent The Fund Recipient from fulfilling your obligations.

9 Publication of information

- 9.1 The Fund Recipient must observe any publicity embargo on the announcement of successful applications until The Fund Recipient receive notification from OS that any such publicity embargo has been lifted.
- 9.2 Once embargo is lifted, OS encourages the Fund Recipient to seek its own publicity in respect of the Project. If the Fund Recipient wants to publicise the Project in any way whatsoever, please consult OS.
- 9.3 In any online or printed materials related to activities funded by the Funding, the Funding, the Fund Recipient must:

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- 9.3.1 acknowledge the impact of the PropTech innovation fund in all communications;
- 9.3.2 use wording provided with the contract in your communications;
- 9.4 If the Funding has been withdrawn, stopped or the Fund Recipient is no longer operating, the Fund Recipient must remove the Geovation logo from its website. and other publicly available sources;
- 9.5 If OS or MHCLG create a success story on the Funding, we will consult with the Fund Recipient on the content we will use before publication.

10 The Fund Recipient's Warranties

- 10.1 The Fund Recipient warrants that:
 - 10.1.1 the Funding will be used exclusively for the Project and in accordance with the Agreement and shall spend the Funding in accordance with the Innovation Proposition. The Funding shall not be used for any other purpose without the prior written agreement of OS.
 - 10.1.2 it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Funding).
 - 10.1.3 it shall not make any change to the Project without OS' prior written agreement.
 - 10.1.4 it has not committed, nor shall it commit, any Prohibited Act.
 - 10.1.5 in entering this Agreement and accepting the Funding, it shall comply with all applicable laws including but not limited to tax, social security and immigration laws, including but not limited to holding appropriate working and resident visa or permits to allow the Fund Recipient to attend the Geovation Hub.
 - 10.1.6 by virtue of entering this Agreement and submitting evidence for assessment at each Project Stage, the Fund Recipient is not and will not be in breach of any express or implied binding obligations to any third party.
 - 10.1.7 it will regularly keep OS informed on progress with the Project and the Fund Recipient's use of the Funding.
 - 10.1.8 it will effect and maintain adequate and appropriate insurance in respect of all risks which may be incurred by the Fund Recipient, arising out of its performance of the Agreement, including but not limited to death or personal injury, loss of or damage to property, product liability insurance, or any other loss) in accordance with good business practice while carrying out the Project.
 - 10.1.9 it will keep proper and up to date accounts and records for a period of 6 years which show how the Funding has been used. The Fund Recipient will make these financial records available to OS and its advisors on receipt of a written request from OS
 - 10.1.10 it shall comply and facilitate OS' compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and OS.
 - 10.1.11 all financial and other information concerning the Fund Recipient which has been disclosed to OS is to the best of its knowledge and belief, true and accurate;
 - 10.1.12 it is not aware of anything in its own affairs, which it has not disclosed to OS which might reasonably have influenced the decision of OS to provide the Funding;
 - 10.1.13 it shall inform OS of new products or services it launches as a result of receiving the Funding within 30 days of launch.
 - 10.1.14 it shall use reasonable endeavours to generate publicity of benefit to the Project including but not limited to participation in, as reasonably requested, programme marketing, events and social media and providing a Project profile and progress on the Geovation Challenge website.
 - 10.1.15 it shall immediately inform OS of any additional funding it receives to develop the Project.
 - 10.1.16 it shall comply with the Geovation Hub Membership terms in force from time to time for the Geovation Hub.

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11 Confidentiality

- 11.1 Each party undertakes and agrees, as a recipient of Confidential Information (**Recipient**):
- 11.1.1 to use Confidential information only for the purposes of discussions between the parties relating to their business relationship, and for the performance of this Agreement;
 - 11.1.2 to keep all Confidential Information secure, and to disclose it only to those employees, consultants, directors and professional advisers who are directly involved in the Agreement and who are subject to at least the same obligations of confidentiality in relation to the Confidential Information as the Recipient;
 - 11.1.3 to notify the other party without delay of any unauthorised use, copying or disclosure of the Confidential Information of which the Recipient becomes aware and provide all reasonable assistance to the other party to stop such unauthorised use and/or disclosure; and
 - 11.1.4 except as required by law or by governmental or regulatory requirements or as specifically authorised under the terms of the Agreement, not to disclose Confidential Information to any third parties without the other party's prior written consent.
- 11.2 The obligations in this Clause 11 do not apply to any information which the Recipient can demonstrate was previously known to it or was independently developed without the use of any Confidential Information.
- 11.3 The provisions of this Clause 11 shall apply during the continuance of the Agreement and after its termination howsoever arising.

12 Publicity and Acknowledgements

- 12.1 OS may carry out any form of publicity and marketing to promote the Project as OS sees fit (in its sole discretion).
- 12.2 The Fund Recipient consents to providing reasonable assistance in relation to any publicity about the Funding and the Project as OS may from time to time require, and will be required at a minimum to provide one post and one interview with associated graphics for use by OS, the content of which will be agreed by OS Marketing team in advance.
- 12.3 The Fund Recipient shall:
- 12.3.1 use the Geovation Marks and other branding materials provided by OS only with OS' prior written approval and strictly in accordance with the written instructions of OS;
 - 12.3.2 subject to Clause 12.3.1, apply the Geovation Logo, provided by OS, on the Fund Recipient's LinkedIn profile, company LinkedIn page and company website. No other use of the Geovation Logo is permitted unless written express permission is provided by OS to the Fund Recipient. OS reserves the right to withdraw permission of the use of the Geovation Logo at any time.
 - 12.3.3 apply any legal notices as required by OS on all materials that incorporate the Geovation Marks;
 - 12.3.4 not apply for registration of any of the Geovation Marks or anything confusingly similar to the Geovation Marks as a trademark for any goods or services, unless agreed otherwise with OS;
 - 12.3.5 not use the Geovation Marks or any part of them or anything confusingly similar in its trading or corporate name or otherwise, except as expressly authorised under this Agreement;
 - 12.3.6 use reasonable endeavours to assist OS in protecting the Geovation Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Geovation Marks or Ordnance Survey's title to the Geovation Marks, the image of the Geovation Challenge or OS;
 - 12.3.7 notify OS of any suspected infringement of the Geovation Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by OS at OS's cost.

13 Intellectual Property Rights

- 13.1 This Agreement does not affect the ownership of any Background Information provided, nor any improvements to Background Information provided to a Party in connection with the Project. No right or licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted.

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- 13.2 Each Party grants to the other Party a non-exclusive, royalty-free, non-transferable, non sub licensable, personal, revocable licence to use its Background Information solely for the purpose of the Project and to enable the use of the Resulting IPR pursuant to Clause 13.5 during the Term.
- 13.3 Each Party shall own the Resulting IPR solely generated by it under the Project during the Term.
- 13.4 In the event that the Parties are jointly responsible for generating Resulting IPR (and only where it is impossible to distinguish each Party's intellectual contribution), such Resulting IPR shall be jointly owned by the Parties in accordance with the inventive contribution made by each Party to such Resulting IPR, unless such Parties agree in good faith the ownership/assignment of IPR in such jointly created Resulting IPR by way of a separate agreement.
- 13.5 Each Party grants to the other Party a non-exclusive, royalty-free, non-transferable, non-sub licensable, personal, revocable licence, during the Term, to use its Resulting IPR for the sole purpose of the Project but not for the purposes of commercial exploitation.
- 13.6 Any Licensed Data provided to the Fund Recipient by OS for the purpose of the Project during the Term shall be subject to the specific licence terms for such Licensed Data. In the event of conflict between the terms of this Agreement and OS's standard licensing terms, the latter shall take precedence.
- 13.7 On termination or expiration of this Agreement, each Party shall, where the other Party has provided its Intellectual Property Rights for use in connection with the Project, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the relevant Party.
- 13.8 OS is the owner of all rights in the Geovation Challenge and the Geovation Marks including any goodwill associated with them. The Fund Recipient shall not acquire any rights in the Geovation Marks or the Geovation Challenge nor in any variations of them, except as set out in this Agreement;
- 13.9 Any rights granted to the Fund Recipient are non exclusive and OS may grant rights to a third party for the Geovation Challenge.
- 13.10 Subject to the conditions set out in Clause 12.3, and solely with OS' prior written approval, OS grants and the Fund Recipient accepts a non-exclusive, non-transferable, non-sub licensable, personal, revocable, royalty free licence to use the Geovation Marks solely for the purpose of promoting the Geovation Challenge in connection with the Project during the Term in accordance with the terms of this Agreement.

14 Freedom of Information

- 14.1 The Fund Recipient acknowledges that OS is subject to the requirements of the *Freedom of Information Act 2000* (FOIA) and the *Environmental Information Regulations 2004* (EIRs).
- 14.2 The Fund Recipient shall:
- 14.2.1 provide all necessary assistance and cooperation as reasonably requested by OS to enable OS to comply with its obligations under the FOIA and EIRs;
 - 14.2.2 transfer to OS all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - 14.2.3 not respond directly to a request for information unless authorised in writing to do so by OS.
 - 14.2.4 The Fund Recipient acknowledges that OS may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Fund Recipient. OS shall take reasonable steps to notify the Fund Recipient of a request for information to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) OS shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15 Data Protection

- 15.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

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16 Assignment and subcontracting

- 16.1 The Fund Recipient shall not assign or subcontract any portion of the Agreement without the prior written approval of OS.
- 16.2 Subcontracting any part of the Agreement shall not relieve the Fund Recipient of any obligation or duty attributable to it under the Agreement.
- 16.3 This Clause 16 does not prevent the Fund Recipient from contracting with others to carry out elements of the Project or using the Funding for the purchase of goods or services required for the implementation of the Project.
- 16.4 This Agreement is made for the sole purpose of supporting the Fund Recipient to develop its own idea and project. Nothing in this Agreement shall have the effect of making the Fund Recipient an employee of OS. Nothing in this Agreement shall be deemed or construed as a contract of employment between OS and the Fund Recipient.
- 16.5 The Fund Recipient shall be acting as principal and not as the agent of OS. Accordingly:
- 16.5.1 the Fund Recipient shall not say or do anything that might lead any other person to believe that the Fund Recipient is acting as the agent of OS; and
 - 16.5.2 nothing in this Agreement shall impose any liability on OS in respect of any liability incurred by the Fund Recipient.

17 Limitation of Liability

- 17.1 Nothing in this Agreement shall have the effect of excluding or limiting the liability of either party for:
- 17.1.1 death or personal injury to the extent it results from negligence, or that of either party's employees or agents; or
 - 17.1.2 fraud, bribery or fraudulent misrepresentation.
- 17.2 OS accepts no liability for any consequences, whether direct or indirect, that may come about from the Fund Recipient running the Project, the use of the Funding or from withdrawal of the Funding. The Fund Recipient shall indemnify OS, with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Fund Recipient in relation to the Project, the non-fulfilment of obligations of the Fund Recipient under this Agreement or its obligations to third parties.
- 17.3 Subject to Clauses 17.1 and 17.2, in no event shall OS's liability under this Agreement, whether arising in contract, tort (including negligence) or otherwise, exceed the total Funding which has been paid to the Fund Recipient in the 12 months preceding the event giving rise to any liability.

18 Variation and Waiver

- 18.1 These terms and conditions may only be varied by a written agreement signed by authorised representatives of OS and the Fund Recipient. Any change request of the Project shall be subject to the written agreement of OS and the Fund Recipient.
- 18.2 No waiver by OS of any breach of the Agreement by the Fund Recipient shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 18.3 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be constructed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

19 Severability

- 19.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

Subject to contract

20 Contracts (Rights of Third Parties) Act 1999

- 20.1 Apart from the Controller of Her Majesty's Stationery Office, a person who is not a party to this Agreement has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any terms of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21 Entire Agreement

- 21.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

22 Force Majeure

- 22.1 Neither OS nor the Fund Recipient will be responsible to the other for any delay or failure in that party (**the Affected Party**) carrying out its obligations under this Agreement if the delay or failure is caused by circumstances beyond the reasonable control of the Affected Party. The Affected Party will notify the other of any such circumstances as soon as possible. In these circumstances, the unaffected party will allow the Affected Party a reasonable extension of time to carry out its obligations.

23 Notices

- 23.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

24 Governing law and dispute resolution

- 24.1 In the event of any complaint or dispute (which does not relate to OS's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Geovation Challenge Representative or any other individual nominated by OS from time to time.
- 24.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Geovation Challenge Representative or other nominated individual, as the case may be, either party may refer the matter to the Head of Geovation at OS and the Chief Executive of the Fund Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed.
- 24.3 if no agreement is reached as set out in Clause 24.2, the dispute may be referred to the English courts.
- 24.4 This Agreement will be governed by and construed in accordance with English law.
- 24.5 Both parties submit to the exclusive jurisdiction of the English courts in respect of any proceedings issued by either party in connection with this Agreement.

25 Signing

Signed for and on behalf of **Ordnance Survey Limited**

Having read and understood this Agreement signed for and on behalf of **the Fund Recipient**

Signature

Signature

Name

Name

Title

Title

Date

Date

Subject to contract

Appendix 1 Innovation Proposition

[insert details]

DRAFT - subject to changes