



Isle of Man
Government

**ISLE OF MAN SURVEY
DEPARTMENT OF LOCAL GOVERNMENT AND THE ENVIRONMENT
DIGITAL MAP DATA**

**Large Scale Map Data Supply and Spatial Data Products
Single Payment**

Date200....

Contract Number:

These conditions may only be varied with the written agreement of the Department.

1. Parties to Contract

1.1. This Contract is made between the **Department of Local Government and the Environment** (hereinafter referred to as “the Department”) and
.....
(hereinafter referred to as the Customer).

2. Term

2.1. This Contract will be effective from the date of signature and will remain in force thereafter unless terminated by either party in accordance with the termination clauses herein.

3. Purpose

3.1. The Department will supply Isle of Man Survey digital map tiles (for maps at 1:1250, 1:2500 and basic 1:10000 scale) and/or Isle of Man Spatial Data products specified for supply by the Customer under the terms of this Contract. In return the Customer will pay a Single Supply Charge for each map and Spatial Data product specified. NTF/DXF (delete as appropriate)

4. The Department’s Obligations

The Department shall

4.1. Supply to the Customer at the beginning of the Contract the Isle of Man Survey digital map tile for each map specified for supply under the terms of this Contract.

4.2. Supply to the Customer at the beginning of the Contract the Isle of Man Spatial Data products specified for supply under the terms of this Contract.

4.3. Supply to the Customer at any subsequent time the Isle of Man Survey digital map tile for each additional map specified for supply under the terms of this Contract.

4.4. Supply to the Customer at any subsequent time the Isle of Man Spatial Data products specified for supply under the terms of this Contract.

4.5. Maintain the specified Isle of Man Survey digital map tiles by automatically supplying updated versions to the Customer when available, providing the Customer is already paying a current annual royalty.

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4.6. Supply all the data to the Customer in one of the data transfer format options and on one of the supply media options listed in the Isle of Man Survey Data Order Form.

4.7. Dispatch all data to the Customer by one of the methods of dispatch listed in Isle of Man Survey Data Order Form.

5. The Customer's Obligations

The Customer shall

5.1. Sign and return this Contract within fourteen days of receipt.

5.2. Specify, on Part II of the Data Order Form, the Isle of Man Survey digital map tiles and/or Isle of Man Spatial Data products to be supplied under the terms of this Contract at the time of signing this Contract.

5.3. Specify, on Part II of the Data Order Form, the additional Isle of Man Survey digital map tiles and/or Isle of Man Spatial Data products to be supplied under the terms of this Contract whenever additional maps are subsequently required.

5.4. Specify, on Part I of the Data Order Form, the required data transfer format option and supply media option for supply of all data.

5.5. Specify, on Part I of the Data Order Form, the required method of dispatch.

6. General Conditions

6.1. The services provided by the Department under the terms of this Contract shall not be exclusive to the Customer.

7. Payment Terms

7.1 The customer shall pay the Single Payment Data Supply charge to the Department in respect of each map and each Spatial Data product specified for supply under the terms of this Contract.

7.2 The Customer shall pay a royalty charge for the second and subsequent years for continued use of the Isle of Man Survey Digital Map data.

7.3 The Department will invoice the Customer for the Single Payment Data Supply Charge after delivery of the maps and Spatial Data products specified. The prevailing rate for the Single Payment Data Supply Charge, and subsequent annual royalties, as listed in the Isle of Man Survey Digital Map Data Price List, at the date of the order, will apply.

7.4. All charges due under the Contract shall be paid by the Customer within twenty-eight days from receipt of a correct invoice from the Department or by the due date, whichever is the later.

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7.5. Any dispute regarding the amount invoiced must be notified in writing to the Department within ten days of the receipt of the invoice.

7.6. The Single Payment Data Supply Charge includes royalties for the first year as described in Paragraph 9.3. and delivery of all data in standard data transfer format options, on standard supply media options and by standard methods of dispatch as listed in the Isle of Man Survey Data Order Form.

8. Termination

8.1. If either party is in breach of any of its obligations under this Contract the other party shall notify them in writing. Upon receipt of such notification the party in breach of its obligations shall fulfil them within thirty days. If the party in breach of its obligations fails to fulfil them within thirty days then the other party may terminate this Contract by notification in writing.

8.2. Upon termination of the Contract for whatever reason the Customer shall confirm to the Department in writing within thirty days that all data to be supplied under the terms of this Contract has been destroyed. The Department shall be entitled to inspect the records of the Customer to confirm the destruction of the data.

9. Copyright

9.1. The legal and beneficial ownership of the copyright of the data is vested in the Department. All the data supplied to the Customer under the terms of this Contract remains the property of the Department.

9.2. Uses of all data supplied to the Customer under the terms of this Contract are Restricted Acts within the meaning of the Copyright Act 1991 (of Tynwald).

9.3. Customers may perform the following Restricted Acts under this Contract:

- Produce hard copies on paper, film or other permanent visual material within the Customers own offices for **internal business use** only.

9.4. Each authorised reproduction from Isle of Man Survey printed maps and all hard copy printouts from Isle of Man Survey map data must bear:

a) an Acknowledgement, as follows:

‘Reproduced from [or ‘Based upon’ where the reproduction is not facsimile] Isle of Man Survey mapping with the permission of the Department of Local Government and the Environment, © Crown Copyright. Unauthorised reproduction infringes copyright.

b) The name and address of the Customer and the date.

10. Liability

10.1. The Department accepts no liability as to fitness of the data to meet Customer applications. Any liability arising from the supply and use of faulty data is limited to the total charges made for the supply of that faulty data.

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11. Assignment

11.1. The Department shall be entitled to specifically assign the benefit and obligations of this Contract to any other Department or Statutory Board without adversely affecting its rights under this Contract.

11.2. The Customer shall not be entitled to assign the benefits to make use of the data for the benefit of any third party or transfer any of it to any third party without the prior written consent of the Department.

11.3. For the avoidance of doubt 'any third party' will include any Company or organisation which is the owner or proprietor of the Customer or which is a subsidiary or associate Company or organisation of it.

12. Force Majeure

12.1. Neither party to this Contract shall be liable for any delay or failure to perform its obligations caused by industrial dispute or other circumstances beyond its reasonable control.

13. Law

13.1. This Contract shall be governed by the Law of the Isle of Man and subject to the jurisdiction of the Isle of Man Courts.

Signed for and on behalf of:

Signed.....

Name.....

Title.....

Date.....

Signed for and on behalf of the **Department**:

Signed.....

Name.....

Title.....

Date.....