

LICENCE FOR VALUE ADDITION

This agreement is made and entered into on the (date) of (month) (year)

Between

President of India, acting through Surveyor General of India, Survey of India, 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

(Name of Licensee a Company)

incorporated under the Companies Act, 1956 having its Registered Office at

,India, hereinafter referred to as LICENSEE (which expression shall, unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidators, successors in interest 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 LICENSEE is presently engaged in development of value added Digital map products and customer specific solutions in the area of GIS and Remote sensing.

AND WHEREAS LICENSEE has requested SOI to provide security vetted unclassified / unrestricted digital products in order that

- LICENSEE uses this digital data as one of the key inputs for the development of digital map products
- LICENSEE value adds on the Licensed digital data, creates, markets and sells published products based on the above digital products.
- LICENSEE creates digital applications and integrates these applications with the value added digital data, to be marketed and sold by LICENSEE.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

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.

Licence Agreement means this document

“Licensed Products” shall mean digital maps made by LICENSEE after value addition in base digital maps of Survey of India.

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

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..

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.

Digital Products shall mean vector and raster image maps;

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

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.

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 (GS-III) Vol.III dtd. 26th sept. 2005.

2. 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.

3. Licence

3.1 This Licence is for LICENSEE who wish to develop value added products which contains SOI Mapping either on paper or in digital form which then stored on another medium for marketing or distribution. This will cover the use of SOI mapping in book or pamphlets, CD-ROMs, DVD-ROMs or video/DVDs which are all classed as publishing. SOI retains the rights to decide when the publishing terms apply.

3.2 Subject to the provisions of this Agreement, on of licence number SOI grants the LICENSEE a non-transferable, non-exclusive licence add value on SOI mapping to generate the value added Licensed Products in digital and published form, and to market the digital Licensed Products standalone or bundled with LICENSEE products.

3.3 LICENSEE will submit a detailed techno commercial model for each product proposed to be developed by them, quantifying the revenues to be assessed by the SOI.

3.4 SOI would provide LICENSEE with one master copy of its base digital data products, at a cost as prevalent per data set. This would commence in a phased manner as per requirements indicated by LICENSEE, and would extend to cover the entire range of marketable products as per the requirements indicated by LICENSEE.

3.5 This Licence shall be effective after issuing of the Licence number to LICENSEE on LICENSEE's signing and returning an original of this Licence to the SOI and payment of the invoice relating to the charge of original product received for value addition.

3.6 This licence is valid for a period of three years from the from the effective date of this Licence calculated in accordance with Clause 3.5 above and could be extended upon mutual consent upon completion of the initial three year period, subject to review of rates of royalty as provided in clause 4 of this agreement.

3.7 No scanning and/or digitization of any SOI Mapping shall be permitted.

3.8 Value added product will be submitted to the SOI for getting vetted. The same will be vetted by SOI and will ask for clarification or return with a list of corrections within thirty days from the date of receipt in SOI , otherwise it will be deemed as security vetted from SOI.

4. Financial arrangements

4.1 For published/printed Value added Products LICENSEE shall pay a royalty to SOI of 10% of the retail price (net of taxes) of the map product to SOI, based upon the number of copies sold. The payment is gross of TDS, and any other taxes.

4.2 For digital Value added Products generated using SOI digital products, LICENSEE shall pay a royalty to SOI of 30% of the retail price (net of taxes) of the value added product, based upon the number of copies sold. This payment is gross of TDS, and any other taxes.

4.3 The royalty shall be due immediately on sale, without depending on the point of realisation of the sale price.

4.4 LICENSEE will ensure that value added product is not sold at a price lower than the price of SOI products used for generating the value added product.

4.5 Within Thirty (30) days following the end of each quarter of the financial year, LICENSEE shall submit SOI a list of the Licensed Products sold in digital and printed form, along with the payment of royalty by Demand Draft

5 LICENSEE'S OBLIGATIONS

5.1 LICENSEE shall, at LICENSEE's sole cost make value added Licensed data products;

5.2 The LICENSEE shall not use SOI Mapping in any Publication, which is offensive, defamatory or otherwise infringes acceptable standards of taste and decency;

5.3 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;

5.4 The LICENSEE shall not either with the LICENSEE or with others 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;

5.5 The LICENSEE shall make all transaction of SOI digital data a part of Map Transaction Registry (MTR).

5.6 The LICENSEE shall ensure that no proscribed changes take place in the SOI maps under any circumstances. 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.

5.7 The LICENSEE will ensure that no insertion or deletion will be made to the SOI data after the value added product get security vetted from SOI.

5.8 The LICENSEE undertake to use SOI mapping only for permitted use.

5.9 The LICENSEE shall not transfer or hand over the SOI data to third party for direct use i.e. encrypted SOI data bundled with application only can be further sold or licensed.

5.10 The LICENSEE will make available the records of clients / users of bundled application to SOI for reference & records to be used only by security agencies.

5.11 The LICENSEE shall acknowledge that export of SOI mapping on 1:250,000 and large scales is prohibited. For export of publications having SOI mappings on 1:250,000 and larger scales permission should be obtained from the Ministry of External Affairs, Department of Revenue and Ministry of Defence.

5.12 The LICENSEE shall at all times display, demonstrate and otherwise represent SOI Mapping fairly in comparison with competitive products from other suppliers contained or utilized within the Publication.

6. SOI'S LIABILITY

6.1 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 products.

6.2 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. SOI will not be responsible for any loss of profits or contracts, loss of goodwill or loss of any expected savings that the LICENSEE suffers, or for any indirect or consequential losses suffered by the LICENSEE.

7. Intellectual Property Rights

7.1 SOI is the owner of its digital map data and its copyrights.

7.2 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.

7.3 Copyright Acknowledgement: All SOI Mapping is protected by copyright. The LICENSEE hereby acknowledges that any and all unauthorised 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 value added products using SOI Mapping. The appropriate notation for all copies of value added products 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*.'

7.4 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.

7.5 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.

8. 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.

9. Audit

The LICENSEE shall maintain accurate, complete and detailed records related to all transactions arising out of this Licence including written evidence from an independent source of the number of copies of the publication produced and sold. SOI reserves the right to request copies of any of these records from time to time in order to meet SOI's auditors' and business requirements and to ensure compliance of the LICENSEE with this Licence and the LICENSEE shall allow SOI to take copies of any records requested. The LICENSEE shall, at his expense, make appropriate employees (where applicable) and/or facilities available to provide SOI with all reasonable assistance to satisfy these requirements.

10. Transferring rights and responsibilities

10.1 This Licence is personal to the LICENSEE and the LICENSEE may not assign or sub licence its rights or obligations under this Licence.

10.2 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.

11. 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 and / or changes to boundaries 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.

12. 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.

13. 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

14. 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.

15. Indemnity

Each party shall indemnify and hold harmless the other party and its trustees, officers, employees from and against any claims, actions, damages, expenses (including reasonable attorneys; fees and costs) liabilities and costs arising from or relating to the services of either party under this Agreement.

16. Termination

16.1 Subject to any earlier termination under Clause 16.2 below, this Licence shall continue in force for a period of three years as set out under clause 3.6 of this Licence when it shall terminate automatically by expiry.

16.2 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 Schedule terminate this Licence immediately.

16.3 The effect of termination of this Licence is to freeze sale of any further copies already published unless expressly permitted by the Surveyor General of India in writing.

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. Contact person

Each party will appoint in writing an employee or agent of such party to act as a "contact person" (herein "Contact Person") for correspondence with the other Party in relation to this Agreement. The Contact Person will be responsible for monitoring the status of the performance of obligations by both Parties and with schedule regular meetings with personnel of each Party to review the status from time to time. Either Party may change its Contact Person and provide written notice to the other, of such change in Contact Person.

LICENSEE "Contact Person"

Name :
Designation:
Address:

Tel. No.:

SOI "Contact Person"

Name : Brig. Girish Kumar
Designation: Deputy Surveyor General
Address: Survey of India
Hathibarkala Estate
Post Box No. 37
Dehra Dun – 248 001
Tel.No.:0135-2748025
Fax.No:0135-2744064

19. Governing Law and Jurisdiction

This Licence shall be governed by and construed in accordance with Indian laws and both SOI and the LICENSEE submit to the exclusive of the Indian Courts in respect of any proceedings issued by either party in connection with this Licence.

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 (Licensor)	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
Date	Date
Licence number	

Witness:-

- 1.
- 2.