

Public Sector Mapping Agreement

User Guide to the PSMA Member Licence

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1. Introduction

1.1 Aim of the user guide to the PSMA Member licence

This guide is issued by the Department for Communities and Local Government (DCLG) to help members understand the licence terms available under the Public Sector Mapping Agreement (PSMA).

The guide is primarily intended for the Principal Contact at each member organisation. If you are not the Principal Contact, we recommend that in the first instance you address any questions arising from this guide to your Principal Contact as this will help them to track and collate queries and requirements across your organisation.

It is important to note that:

- this guide does not provide a definitive interpretation of the licence; and
- this guide does not substitute nor replace the licence terms themselves to which you should always refer. The PSMA Member Licence terms take precedence over this document.

1.2 Benefits of the PSMA Member Licence

The PSMA comes into effect on 1 April 2011. For the first time, public sector organisations across central and local government and health have the same geographical data on the same licence terms. Many changes have taken place in Ordnance Survey's licensing since 1 April 2010. The PSMA Member Licence ensures that the public sector has a more readable licence that takes advantage of all those enhancements.

The PSMA licence is new. Much work has gone to both simplify the language of the licence as well as enhance members' rights. The licence has been based on Ordnance Survey's new standard terms (that came into effect in November 2010) and adds bespoke rights for the public sector.

1.3 Background to the PSMA Member Licence

Under previous collective agreements, the exchange of datasets created by the public sector using datasets from Ordnance Survey was not always straightforward. This was because each public sector agreement had different licensing terms and products were not common across agreements. The table below summarises the main differences between previous collective agreements across England and Wales, and those which PSMA members now enjoy:

Aspect of licence	Previous collective agreements			PSMA
	PGA	MSA	DMA	
Use within an organisation	✓	✓	✓	✓
Sharing derived data with other organisations*	✓*	✓*	✓*	✓
Use on internet services	✓	✓	✓	✓
Licensing contractors	✓	✓	✓	✓
Licensing end users/third parties	✓	✗	✗	✓
Free to Use data**	✗	✗	✗	✓

Aspect of licence	Previous collective agreements			PSMA
	PGA	MSA	DMA	
Exemptions process	x	x	x	✓
Commercial activities	x	x	x	x
Competing activities	x	x	x	x

PGA: Pan Government Agreement, MSA: local government Mapping Services Agreement; DMA: NHS Digital Mapping Agreement.

* Note: under MSA and DMA members could only share derived data with those that are licensed for same product and the same geographic area

** Available to other licensees of Ordnance Survey data from November 2010 and contract variations may have included this right to existing collective agreements

The PSMA removes these barriers by introducing a single licence for central government, local government and health organisations across England and Wales, and providing common datasets from Ordnance Survey.

1.4 Principles of the PSMA Member Licence

The new PSMA licence aims to give you the rights you need to deliver your obligations as a public body. The rights you enjoy under the PSMA are wider than typical standard licence terms from Ordnance Survey and are designed specifically to allow effective data exchange to take place between public sector organisations. The licence entitles members of the PSMA to use the datasets to deliver or support the delivery of its Core Business. As defined on page 17 of the licence, Core Business means,

“any public sector activity in central and local government and health services, excluding Commercial Activities and/or Competing Activities.”

Core Business could include use of the data in a member's own organisation, for example, to:

- create and monitor policy
- manage its activities
- deliver government business and public services
- perform any function required by statute

In addition to Core Business rights, the PSMA licence also permits members to:

- share data with other PSMA members (who are all licensed for all products across Great Britain (noting that, for Addressing products, Royal Mail PAF licensing requirements are met -see 3.3));
- provide data to contractors (under licence);
- provide data to third parties (end users) for specific purposes (again under licence);
- provide the data to other unlicensed organisations during emergency situations; and
- enter datasets into the Exemptions Process..

It is important to note that the PSMA licence does not offer unlimited rights. Members may need additional licences to perform certain activities, such as:

- Commercial activities - where you are charging for services at more than your incremental cost of supplying/making available the data; and,

- Competing activities - where you are using data in a way that competes with Ordnance Survey activities or those of a third party.

Both of these activities are treated separately because Ordnance Survey is not able to allow unlimited rights to use its data. We recommend that you talk to Ordnance Survey as early as possible about proposed uses of the data which you feel may be a commercial or competing activity.

All members must complete the member licence to be licensed for use of Ordnance Survey's data under the PSMA. The following sections explain the scope of the licence in more detail.

Please note that under the PSMA you are also entitled to set up your organisation to ensure you receive the scheduled updates of any, or all, of the OS OpenData products. Members of existing collective agreements who hold OS OpenData datasets as of 31/03/11 will continue to receive updates via physical media without having to reorder. As a temporary measure, from 01/04/11, new OS OpenData orders will need to be made via the separate OS OpenData website until this is migrated into the new general on-line order system (currently scheduled to be in place by 30/06/11).

The PSMA Licence does not set out the terms governing the use of OS OpenData as these are covered by the [OS OpenData Licence Terms](#).

2. The PSMA Member Licence

2.1 Structure of the Licence

During 2009-10, Ordnance Survey undertook a review to clarify, simplify and shorten many of its licences. The main body of the Member Licence (sections 1-18) and Appendix 1 are closely based on the front end and Appendix 3, respectively, of the Framework Contract (Direct Customers) issued by Ordnance Survey. However, there are a number of areas where the Member Licence contains bespoke provisions, for example liability, and Appendices 2 and 3 are tailored to the PSMA. The 'look and feel' of the licence is therefore different to that used in previous collective agreements and the following sections step through the main clauses of the licence, highlighting what the licence covers and includes background notes or further explanation as required. The guide does not cover all parts of the licence, rather it highlights the key features.

2.2 Clause 2 - Grant of licence

As seen in section 1.3 above, the PSMA Member Licence offers wide-ranging rights to use data. Some of the key concepts to note in Clause 2 are:

- Licensed Use
- Licensee's Data
- Free To Use Data
- Exemptions Process
- Contractor Licence

2.2.1 Licence

Clause 2.1.1 includes a reference to "...the payment of £1 by the Licensee to Ordnance Survey..." This makes the arrangement contractual; no money actually changes hands. The same approach is also found in the End User Licence.

2.2.2 Licensed Use

Member's rights are granted under Clauses 2.1 and 2.2. Clause 2.2 is very short and refers the Member to Appendix 1. This structure has been adopted as this is consistent with Ordnance Survey's general approach to licensing and helps members easily to identify its rights of use.

2.2.3 Licensee's Data

Clause 2.3 describes the circumstances when Data created by a Member is not subject to the terms of the PSMA Member Licence. This covers data that does not include any Ordnance Survey intellectual property, and can be used independently of Licensed Data - described [here](#).

2.2.4 Free to Use Data

'Free to Use Data' is a relatively new licensing concept from Ordnance Survey and is defined on page 2 of the Licence, with more detail in Clause 2.4.

In brief, Free to Use Data is data which has been created using one or more of the Topographic Datasets to infer the position of a new feature. The datasets are:

- OS MasterMap® Topography Layer
- Land-Form PROFILE®
- OS MasterMap Integrated Transport Network™ Layer

- OS VectorMap™ Local
- 1:10 000 Scale Raster
- 1:25 000 Scale Colour Raster
- 1:50 000 Scale Colour Raster
- Land-Form PROFILE Contours and DTM

Although Land-Form PROFILE is not a product within the PSMA, it is included within the list of Topographic Datasets where a Member has licensed it under a separate agreement with Ordnance Survey or with a distributor of Ordnance Survey. This means that if a Member has created a dataset that also uses this product, it may meet the Free to Use Data criteria, and members may also submit data they have created into the Exemptions Process (covered in Clause 2.5).

As the licence states, if you are in any doubt as to whether or not something you have created constitutes Free to Use Data, you should contact Ordnance Survey for guidance (either your account manager or the PSMA Helpdesk). Further [information and guidance](#) about Free to Use Data can be found on Ordnance Survey's web site.

Clause 2.4.3 explains the requirement to ensure that no reverse engineering of Ordnance Survey products can take place.

2.2.5 Exemptions Process

Clause 2.5 of the licence covers the Exemptions Process, a new additional right available to members of the PSMA.

Under the PSMA, all members have the right to request that certain data they have created can be licensed as if on the OS OpenData Licence Terms or as if on the Free to Use Data terms.

This clause outlines the process and refers to a template that Ordnance Survey provides for members to complete when they submit data. The template is being developed by Ordnance Survey and will be available on the PSMA extranet.

Exemption requests must include a detailed description of the precise purpose for which the Derived Data has been and is expected to be used, and by whom. Ordnance Survey recognises that a Member cannot know all future uses to which the data, if it were licensed on OS OpenData or Free to Use terms, might be put. However, the Member is asked to make an educated assessment of likely future uses as this information will be used by Ordnance Survey when considering the application.

Each submission into the Exemptions Process will be allocated a reference number by Ordnance Survey that can be used when making enquiries about its progress. The PSMA micro site will include a listing of the datasets that members have released via the Exemptions Process.

2.2.6 Contractor Use

Clause 2.6 outlines how members can provide Licensed Data to contractors using the Standard Form Contractor Licence supplied with the Member Licence; this will also be available on the PSMA extranet. Members also have the option not to use the Standard Form Contractor Licence if they so wish.

In brief, the Contractor Licence enables you as a Member to provide Licensed Data to a person or organisation formally or contractually required to deliver outputs on your behalf, such as:

- A private company providing services for your internal purposes (e.g. hosting your data or delivering services to citizens on your behalf)
- Commissioning research from academics

The terms in the PSMA Member Licence flow down to all of your contractors, which means that contractors are also unable to use the data for Commercial Purposes or Competing Activities. The following also applies:

- The contractor must be delivering a particular (specified) project related to your Core Business on your behalf, and
- The contractor may only perform the activities during a specified timeframe, which must be shorter than the term of the PSMA Member Licence and must be terminated when the PSMA Member Licence is terminated.

You need to send each person or organisation working on your behalf a Contractor Licence to cover the specific activity you require them to perform. This ensures that the licensing chain works correctly. Without it, your organisation may be exposed – for example, if a contractor breaches the terms of the licence. The standard contractor template is available to offer members flexibility. This enables you to incorporate this into an overall licence that you are issuing to a contractor.

The licence requires you to take reasonable steps to monitor and enforce Contractors' compliance with the licence. The Principal Contact should keep records of the contractor licences issued by their organisation.

If your contractors need to provide data to subcontractors, you as the PSMA member will need to license each subcontractor directly using the Standard Form Contractor Licence. However, you as the Member do not need to physically supply each subcontractor with data, the main contractor is permitted to do that on your behalf. This again ensures that the licensing chain works.

The Standard Form Contractor Licence aims to clearly set out the responsibilities of members and their contractors. Members are responsible if they are negligent; contractors are also responsible for any unauthorised use of data.

2.3 Clause 3 - Addressing Datasets and Withdrawn Datasets

This Clause is required because the use of the Addressing Datasets and Withdrawn Datasets by PSMA members is covered by additional terms, documented in Appendices 2 and 3.

The Addressing Datasets available to Members, subject to payment of any appropriate Royal Mail royalties, will initially be ADDRESS-POINT, OS MasterMap Address Layer, OS MasterMap Address Layer 2, and the National Land and Property Gazetteer (NLPG). However, the intention is to migrate to the National Address Gazetteer (NAG) datasets, comprising NAG Full and NAG Postal, which are scheduled to be available on or before 1 October 2011. From the date on which both NAG datasets are available, the existing Addressing Datasets will be available for a further two years under the PSMA, to allow migration to the NAG datasets (please note that slightly different arrangements may apply to NLPG, details to be confirmed).

The Withdrawn Datasets are Land-Line and OSCAR. From 1 April 2013 1:10 000 Scale Raster will also be a Withdrawn Dataset under the PSMA Member Licence as this product is only supplied to members under the PSMA for the first two years of the agreement (to aid transition to the new VectorMap Local dataset).

2.4 Clause 4 - Licensee's obligations

Clause 4 details Members' obligations under the PSMA, such as to keep the datasets secure.

Clause 4.2 explains when Ordnance Survey can charge members for data supply. A reference is made to "Schedule 1 of the PSMA", which details the products and services available to members under the PSMA. This document was issued to members in December 2010, can be viewed on the IGGI website (http://iggi.gov.uk/news.php#n_349) and will also be available on the PSMA extranet.

Clause 4.4 specifically looks at the obligations that apply to those local authorities that have obligations to supply gazetteer data.

The MSA obligations for those authorities that create and maintain the local land and property gazetteers and local street gazetteers will continue alongside the PSMA agreement as specified in article 4.4; *Local Authority Gazetteer Data Supply Obligations*.

Membership of the PSMA will be dependent, contractually, upon local authorities supplying regular monthly updates from their local gazetteers to the NLPG and NSG and therefore the national address gazetteer. More information on the contractual arrangements with local authorities for the supply of gazetteer data will be provided in due course by Local Government Information House (LGIH). In the meantime, the intention is to extend relevant existing MSA terms between local authorities and LGIH for the provision of local gazetteer data to LGIH.

Any queries concerning the extended LGIH agreement should be sent to:

Steven Brandwood - Programme Manager
Local Government Information House,
Local Government Improvement and Development
Layden House, 76-86 Turnmill St, London EC1M 5LG
E-mail: msa@local.gov.uk

2.5 Clause 5 - Trade Marks and rights acknowledgement

As the title suggests, this clause outlines the requirements for the use of trade marks and copyright statements. The copyright statement (also available in Welsh) is:

© Crown Copyright and database right [insert year of supply]. Ordnance Survey [Licence number].

© Hawlfraint a hawliau cronfa ddata'r Goron [insert year of supply]. Rhif Trwydded yr Arolwg Ordnans [Licence number].

Appendix 2 of the Member Licence details the correct way of referring to the PSMA datasets.

2.6 Remaining clauses

Notes on some of the remaining clauses in the Member Licence are provided below:

Clause 6 - Variation

On the whole, variations to the PSMA Member Licence need to be agreed by DCLG (which is empowered to negotiate changes on behalf of Members) and Ordnance Survey.

Clause 15 - Notices

The Principal Contact is the nominated person within each organisation who handles PSMA licensing. Neither DCLG nor Ordnance Survey set out who this should be. For example, in parish councils this may be the Town Clerk. DCLG will issue a guide for PSMA Principal Contacts (PPCs) to explain the typical roles and responsibilities of PPCs under the PSMA.

3. PSMA Member Licence - appendices

3.1 Appendix 1 - Licensed Use

Appendix 1 sets out how members can use datasets supplied under the PSMA and the following points or explanations are noted below.

3.1.1 Paragraph 2 - Definitions

Educational bodies within Great Britain are included in the definitions because although they are not (in themselves) eligible to join the PSMA. However, Members are entitled to supply data to them (subject to conditions), provided they hold a licence for the relevant data for educational use. Educational organisations are expected to be licensed for educational use via existing channels (for example, via the EDINA DigiMap for Schools service).

3.1.2 Paragraph 6 - Joint Initiative sharing

The licence includes provisions to provide data created from common products to members of the One Scotland agreement (subject to conditions). At the time of compiling this user guide, the four products not common to the PSMA and the One Scotland Mapping Agreement (OSMA) are OS MasterMap ITN Urban Paths theme, OS VectorMap Local, Address Layer 2 and the National Land and Property Gazetteer. Therefore the exchange of data created from these products is not currently permitted under Joint Initiative sharing.

3.1.3 Paragraph 7 - End User Licensing

You can provide Licensed Data to a person you do not have contractual links with, if you have entered into a Public Sector End User Licence (EUL) with them for an End User Purpose, i.e. a specific project or activity required to deliver or support delivery of Core Business by members, such as:

- To enable public download of your data from a public website where this supports the delivery of your Core Business
- To enable academics to access data for research purposes
- To enable data to be collected electronically from the public (e.g. farmers making crop returns on field boundaries)

An EUL is used when you supply data (whether Ordnance Survey datasets or data that you have created using PSMA datasets) to an external individual or organisation which does not have its own licence to use that data. By providing an EUL, you are ensuring that the licensing chain is in place. However, no EUL is required if a person or organisation is already licensed for their own internal business use for the same Licensed Data.

Completing the licence

To complete an EUL, you will need to:

1. List the specific datasets being supplied (in Appendix 1 of the EUL); and
2. Set out the End User Purpose in Appendix 2 of the EUL. As with the PSMA Member Licence, third parties cannot use the data for Commercial Purposes or Competing Activities.

You need to take reasonable steps to monitor and enforce End User's compliance with the licence and again, the Principal Contact must keep records of all EULs issued. However, if you make data available for public download from your website,

you need to make sure that each user has agreed to the terms of use as the EUL terms apply to them. Where you do not know who the end user is, you should enter their name as “You, being the”.

3.1.4 Paragraph 11 - Competing Activities and Commercial Activities

Paragraph 11.4 - this is required because if there is a breach by a member, Ordnance Survey does not know what its exposure will be. Before this clause is enacted, members will have the opportunity to cease the activity or implement alternative licensing; remedy sought first.

3.2 Appendix 2 - Licensed Data

This appendix lists the datasets which are covered by the PSMA licence and each product name is shown with any required trademarks.

The datasets licensed covered by the PSMA Member Licence are listed in Part A. Key points to note are:

- The address products listed includes those currently supplied to members under existing collective agreements. Until a full National Address Gazetteer (NAG) is available, Members' existing supply of ADDRESS POINT, OS MasterMap Address Layer, Address Layer 2 or NLPG address-based products will continue. Once the full NAG is available, Members will have 24 months to migrate to the new product.
- The Withdrawn Datasets of Land-Line and OSCAR are licensed on a “residual rights” basis under the PSMA, on the terms set out in paragraphs 1 and 2 of Part B.
- 1:10 000 Scale Raster is provided under the PSMA until 31 March 2013, following which it is licensed on a “residual rights” basis, on the terms set out in paragraph 3 of Part B.

3.3 Appendix 3 - Addressing Datasets - Royal Mail terms

The standard Royal Mail terms have been included in Appendix 3.

Public sector PAF agreement

DCLG is continuing discussions with Royal Mail to establish an agreement for public sector-wide use of PAF. The aim is to allow the public sector unlimited access to address data.

Current situation

For the time being, the PSMA licence includes the standard Royal Mail licensing terms as these are required to ensure that OS meets its obligations as a Royal Mail distributor. Ordnance Survey cannot change these terms until Royal Mail notify them that a public sector deal is in place. If an agreement is reached, the Royal Mail terms in the PSMA Member Licence will be revised.

4. General Interpretation of the PSMA Member Licence

The tables below provide examples of the rights enjoyed under the licence by PSMA members. These are not intended to be comprehensive but to illustrate the use and provision of datasets supplied by Ordnance Survey and the use and provision of data created by Members.

Table A - Examples concerning the use of Ordnance Survey Datasets

	Use Case	Examples	Comments
A1	To put Ordnance Survey Datasets on internal web mapping systems	Intranet	Permitted for Core Business.
A2	To provide Ordnance Survey Datasets to contractors delivering a project on behalf of a PSMA member	Web hosting Data collection	Permitted for a specified project delivering Core Business on PSMA member's behalf - contractor licence used.
A3	To share Ordnance Survey Datasets within partnerships ¹ of which the PSMA member is a part	A project with Defra and Environment Agency	Permitted if all members of the partnership hold licences for the datasets required and for Business Use or Public Sector Use (and providing the supply is for Core Business). If partners are not all licensed for the same base data, you should use either a Contractor or End User Licence depending on the relationship with the partner.
A4	To share Ordnance Survey Datasets with partnerships where the PSMA member is the only partner holding a PSMA licence or other OS licence	A project with RSPB	Permitted under an End User Licence provided that the licence is for a specific project or activity required to deliver or support the delivery of Core Business by the PSMA member.
A5	To share Ordnance Survey Datasets with PhD students	PhD students studying Lesser Horseshoe Bats.	Permitted if for PSMA member's Core Business, under a contractor licence or end user licence, as appropriate. For example, if the member sponsors the work and receives the outputs (i.e. the work is carried out on behalf of the member), a contractor

¹ A partnership is a group of organisations which work together to deliver an outcome without having formal contractual relationships.

	Use Case	Examples	Comments
			<p>licence may be appropriate.</p> <p>If for the student's own use, they should access Ordnance Survey Datasets under a licence for educational use.</p>
A6	To share Ordnance Survey Datasets with third parties to enable them to make a submission to the PSMA member	Providing Ordnance Survey Datasets to farmers to enable them to submit Environmental Stewardship applications	<p>Permitted using the End User Licence if the submission supports the delivery of the PSMA member's Core Business. The End User Licence must restrict the use solely to enable submission back to the PSMA member. Data must not be retained by the End User for other 'general management use' - the distinction would have to be made clear in the End User Licence.</p>

Table B - Examples concerning the use of Data created by Members

	Use Case	Example	Comments
B1	To provide the PSMA member's Data to third party organisations for their non-commercial use	A Local Authority discharging its planning or biodiversity duties	Permitted under an End User Licence providing the data is supplied to deliver/ support delivery of the member's Core Business. The limitation on purpose must be clear in the End User Licence.
B2	To share the PSMA member's Data with partnerships of which the PSMA member is a part	Providing SSSI data to the Moors for the Future Partnership	Permitted providing this is for Core Business, in accordance with an End User Licence (unless the other members of the partnership are licensed for the same base data, in which case no End User Licence is required). The limitation on use/ purpose must be clear in the End User Licence

	Use Case	Example	Comments
B3	To put the PSMA member's own Data on its own external web mapping services	NotM, INSPIRE GeoPortal	Permitted for display (where it is part of Core Business), as a raster file or copy protected vector file (see Annexe 1 of this user guide) without an End User Licence (but note that a limited number of conditions need to be included). Data downloads (again, providing the data is supplied to deliver/ support delivery of the member's Core Business) are permitted under an End User Licence
B4	To publish the member's Data in third party internet mapping services	To allow people to locate schemes using an internet web mapping service	Member's Data may only be provided to a third party under a Contractor Licence or an End User Licence (unless provided to other Members or other parties licensed for the underlying data for internal business use). Where you wish to use a third party's internet mapping application and place your own Data on top such that no Data is passed to the third party, this may be permitted, if you confirm that the third party web mapping terms would not put you in breach of the PSMA licence.
B5	To publish the member's own Data as required by the INSPIRE directive	Protected Sites data	Viewing (in hard copy, or in a raster or copy protected vector format) permitted without licence providing publication is within Core Business (although limited conditions must be displayed with the data). Data can be downloaded (for Core Business). The End User Licence must be entered into before giving access to the downloaded

	Use Case	Example	Comments
			data. The Licence must clearly state the purpose.
B6	To pass member's Data to a third party as part of the PSMA member's statutory duties	Passing international site data to JNCC for provision to the EU	Performing any function required by statute (other than for Commercial Purposes and/or Competing Activities) is Core Business. Passing data in such circumstances is permitted under an End User Licence. The limitation on purpose must be clear in the End User Licence.
B7	To allow third parties to publish the PSMA member's Data as part of the member's statutory duties	JNCC have Natural England's data on their 'downloads' site	Where permitting a third party to publish a PSMA member's Data is required to deliver/support the delivery of a member's Core Business, this may be permitted under an End User Licence, but only where expressly permitted in writing by the Member and Ordnance Survey. In practice, it is thought unlikely that such an activity would constitute Core Business. The limitation on purpose must be clear in the End User Licence.
B8	To provide the PSMA member's Data to other organisations for their commercial use	A wildlife trust publishing a leaflet with map of a reserve showing a SSSI. Or a publisher producing a book on a National Nature Reserve (NNR) with maps showing the NNR boundary.	Not permitted, since this will comprise a Competing Activity. A potential solution is for the member to take out a Publishing Specific Use Contract/ Printed Products Contract, and to enter into a sub-partnering arrangement with the publisher. Alternatively, if the publisher is licensed under a Publishing Specific Use Contract/ Printed Products Contract, and the member is not making any financial gain

	Use Case	Example	Comments
			from the activity, Ordnance Survey will, on fulfilment of a number of conditions, use reasonable endeavours to license the publisher directly.
B9	For the PSMA member to use its Data for commercial purposes	To produce a book on National Trails for sale.	Not permitted under the PSMA. Any commercial use requires a separate additional licence.
B10	To share the PSMA member's Data with PhD students	PhD students studying Lesser Horseshoe Bats for Core Business purposes.	Permitted if for PSMA member's Core Business, under a contractor licence or end user licence, as appropriate. For example, if the member sponsors the work and receives the outputs (i.e. the work is carried out on behalf of the member), a contractor licence may be appropriate. If for the student's own use, they should access Ordnance Survey Datasets under a licence for educational use.
B11	To put the PSMA member's Data on another PSMA member's internal web mapping systems	WebMap, SPIRE	Permitted
B12	To provide a PSMA member's Data to an academic for use in the academic's work, and potential publication in an academic journal article	The member does not charge the academic	The ultimate publication will be a Competing Activity. The most likely licensing route is as follows. The academic should be able to benefit from a licence for educational use via his or her attachment to a further education institution. If this is the case, the Member will be able to supply derived data to the academic under the data sharing provisions (subject to conditions). In order for him or her to publish the data in an academic

	Use Case	Example	Comments
			journal, the academic will need to take out a Publishing Specific Use Contract/ Printed Products Contract, and sub-partner the publisher.
B13	Supplying member's Data to a third party (consultant) who uses that data in a report paid for by a client	A consultant performs an environmental impact assessment using a PSMA member's protected area boundary data in a report with many other datasets.	<p>The first option is for the PSMA member (as the licensee) to manage the 'commercialisation' of this use by becoming a partner and taking the appropriate 'Reports Service' Specific Use Contract/ Printed Products Contract.</p> <p>Alternatively, if the consultant is licensed under a Reports Specific Use Contract/ Printed Products Contract and the member is not making any financial gain from the activity, OS will, on fulfilment of a number of conditions, use reasonable endeavours to license the consultant directly..</p>

5. Feedback and contacts for the PSMA team

We hope this guide has answered your questions but if it hasn't, please tell us how it can be improved. This is intended to be a 'living' document and we will incorporate feedback from members and reissue the guide as required.

You can get in touch with the PSMA team by:

- Emailing [Lars Calvert](#) or [Elizabeth Seaman](#)
- Phoning Lars Calvert on 0303 444 2318, or Elizabeth Seaman on 0303 444 2317
- Writing to us at Department for Communities and Local Government, Eland House, Bressenden Place, London, SW1E 5DU

Annexe A - Copy protection guidance v1.0

The following guidance has been developed by Ordnance Survey to assist PSMA members in determining what protection they should be applying when displaying Ordnance Survey base or derived data in an electronic format to third parties in accordance with the Member Licence.

The intellectual property rights of information providers are exposed by raw data being made available through live internet applications that deliver vector information or through desktop publishing applications where intelligence can easily be accessed.

This data must be protected to restrict the information that can be easily accessed through these types of application; this is especially relevant where applications deliver vector Ordnance Survey data that is not subject to an end user licence, but is instead simply displayed and protected by a copyright statement, watermarking and limited conditions.

The core Ordnance Survey content that Members need to protect is the link between map features and their national grid position, even if they are transformed to WGS84 coordinates or another geographic transformation system. Therefore, it would not be adequate for a Member to deliver information where the content is made directly available to the user in a 'ready to use format' such that they could extract information into their own application (i.e. an unprotected GeoPDF, GML, KML or proprietary GIS format). However, data that is translated into page coordinates for use in a vector viewer is better protected and would be appropriate for most levels of Ordnance Survey content delivered under terms permitting display to the public for viewing over the internet. The relative geometry of features is maintained but the absolute position is no longer provided to the user.

In the medium to longer term we can expect protection mechanisms to become part of computer operating systems or integrated into such systems to provide greater protection. Technologies such as Digital Rights Management (DRM) will allow us to distinguish between free content and paid for content such that, in the medium term, it will be possible to deliver vector information in controlled versions of documents like GeoPDF or, in the longer term, as raw data. However, for now please use sensible but appropriate measures when making Ordnance Survey content available in electronic format in accordance with the Member Licence.