

**PAF® PLUS – GB PUBLIC SECTOR LICENCE AGREEMENT**

<b>Royal Mail</b>	Full name:	Royal Mail Group Limited
	Registered Office:	185 Farringdon Road, London EC1A 1AA
	Company No.:	4138203
<b>Authority</b>	Full Name:	The Minister for Cabinet Office, acting as part of the Crown <sup>i</sup>
	Principal Place of Business:	1 Horse Guards Road London SW1A 2HQ
	Customer Reference No.:	119070022
<b>Effective Date</b>	1 April 2023	

Please sign and date this Agreement to indicate your acceptance of the terms set out below:

**Signed: REDACTED TEXT under FOIA  
Section 40, Personal Information**

**Signed: REDACTED TEXT under FOIA  
Section 40, Personal Information**

**Name: REDACTED TEXT under FOIA  
Section 40, Personal Information**

**Name: REDACTED TEXT under FOIA  
Section 40, Personal Information**

(IN BLOCK CAPITALS)

(IN BLOCK CAPITALS)

**Position: REDACTED TEXT under FOIA  
Section 40, Personal Information**  
Duly authorised on behalf of the Authority

**Position: REDACTED TEXT under FOIA  
Section 40, Personal Information**  
Duly authorised on behalf of Royal Mail Group  
Limited

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## PAF® PLUS – GB PUBLIC SECTOR LICENCE AGREEMENT

**THIS AGREEMENT** is between **Royal Mail** and the **Authority**.

### RECITALS

- (A) The Authority wishes to secure free at the point of use licence terms for use by certain Public Bodies of Data to the extent expressly permitted by this Agreement.
- (B) Royal Mail has agreed to grant such rights to use Data in accordance with this Agreement.
- (C) This Agreement is intended to allow use of Data by Eligible PSL Licensees only in support of their public or statutory functions and not with a view to Financial Gain.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the words and expressions set out below shall have the following meanings:

**Additional Public Bodies** means any person, body or entity agreed by the parties as such from time to time, including, at the date of this Agreement, the bodies set out at Schedule 6;

**Address Management Unit** means the Address Management Unit at Southampton Mail Centre, Mitchell Way, Southampton International Airport, Southampton, SO18 2YY, or such other address as Royal Mail may notify the Authority from time to time;

**Agreement** means the body of this agreement, including its schedules, as each may be amended from time to time in accordance with Clause 10;

**Agreement Manager** means in respect of a party, the relevant person named in Schedule 4;

**Authority** shall have the meaning attributed to it above;

**BEIS** means the Secretary of State for Business, Energy and Industrial Strategy;

**Central Government Body** means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;

**Change in Law** means a change in any Law;

**Change Notice** has the meaning given to it in Clause 10.3;

**Commercial Activity** means any activity which involves or is intended to involve Financial Gain;

**Confidential Information** means secret or confidential commercial, financial, marketing, technical or other information (including, without limitation, confidential information in or relating to the Data), confidential know-how and trade secrets in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information (and

'confidential' means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available);

**Consequential Loss** means any indirect or consequential loss;

**Data** means PAF®, MR and/or NYB, and any extracts from or updates to any of the same that a PSL Licensee has been supplied pursuant to a Data Supply Agreement;

**Data Supply Agreement** means an agreement between a PSL Licensee and Royal Mail, or a PAF®, MR and/or NYB Licensee, for the supply of Data;

**Digital Map** means a map in digital or electronic form which is or has been developed, created, modified and/or enhanced by the Data or any part of the Data;

**Disclosure Code** means applicable guidance or codes of practice under Disclosure Legislation as to the performance by the Authority of its obligations thereunder;

**Disclosure Legislation** means, as applicable, the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004, or any other Law requiring the Authority to disclose Confidential Information of Royal Mail;

**Disclosure Requests** means requests for information relating to this Agreement, or any Data, made under Disclosure Legislation;

**Education Body** means any School, HFE Institution or Training Establishment;

**Education Funding Authority** means any of the following, or their successors: Higher Education Funding Council for England; Higher Education Funding Council for Wales; Scottish Funding Council; the Department for Employment and Learning of the Northern Ireland Executive; Skills Funding Agency; and the Department for Education and Skills of the Welsh Assembly Government;

**Effective Date** shall have the meaning attributed to it above;

**Eligible PSL Licensee** means a Public Body which for the time being, satisfies the Eligibility Criteria (as defined in the Sign-up Process) and has been notified of as much by Royal Mail in accordance with the Sign Up Process and therefore may be offered the PSL Use Licence in accordance with this Agreement;

**End Date** means 31 March 2028;

**End-User Terms** means an agreement entered into by a person with a Licensee for the use of Data, pursuant to a Licence, or such other terms to which their use of PAF®, MR and/or NYB is subject;

**Excluded Body** means, unless the parties otherwise agree, the bodies described in Schedule 6 as such and any other body as may be agreed by the parties from time to time;

**Financial Gain** means revenue or credit (of whatever nature whether monetary or not) (but not including Statutory Charges levied) received in return for the provision of goods and services in excess of the incremental cost of their provision or making available;

**Force Majeure Event** shall have the meaning given in Clause 18.6;

**HFE Institution** means a higher or further education institution or research council, in each case located in Great Britain and eligible to receive support from an Educational Funding Authority;

**Infrastructure Body** means a body which falls within the definition of "utility" in Regulation 3 of the Utilities Contracts Regulations 2016 or Regulation 3 of the Utilities Contracts (Scotland) Regulations 2016, and any other entity as may be agreed by the parties as being a utility from time to time;

**Intellectual Property Rights** means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognised now or in the future;

**Launch Date** means 1 April 2014;

**Law** means any applicable law, regulation or order or binding policy, guidance or industry code, rule of court or directives or the requirements of any Regulator;

**Licence** means a PAF® Licence, MR Licence or NYB Licence;

**Licence Fees** means the fees payable by the Authority to Royal Mail under this Agreement set out in Clause 5 and Schedule 2;

**Licensee** means a PAF® Licensee, MR Licensee or NYB Licensee;

**MR** means the database, or any part of it, known as 'Multiple Residence';

**MR Licence** means an agreement entered into by a person with Royal Mail for the licensing of MR from Royal Mail and the licensing of Solutions to third parties and known as the 'Multiple Residence Solutions'

**MR Licensee** means a person (other than a PSL Licensee) that has entered into a MR Licence, or is a sublicensee of such a person, entitled to use Data to prepare Solutions;

**NYB** means the database, or any part of it, known as 'Not Yet Built';

**NYB Licence** means an agreement entered into by a person with Royal Mail for the licensing of NYB from Royal Mail and the licensing of Solutions to third parties and known;

**NYB Licensee** means a person (other than a PSL Licensee) that has entered into a NYB Licence, or is a sublicensee of such a person, entitled to use Data to prepare Solution;

**PAF®** means the database, or any part of it, known as the 'Postcode Address File' including the database known as the "Alias File";

**PAF® Licence** means an agreement entered into by a person with Royal Mail for the licensing of PAF® from Royal Mail and the licensing of Solutions to third parties and known as the PAF® - Solutions Provider - Data Licence Agreement, or such agreement as may replace it;

**PAF® Licensee** means a person (other than a PSL Licensee) that has entered into a PAF® Licence or is a sublicensee of such a person entitled to use Data to prepare Solutions;

**PSL Licensee** means an Eligible PSL Licensee which has accepted the PSL Use Licence;

**PSL Licensing Centre** means the Royal Mail website providing a portal for the Sign-Up Process and listing PSL Licensees;

**PSL Use Commencement** refers to the date from which Royal Mail and the Authority agree that Public Bodies generally may become Eligible PSL Licensees; **PSL Use Licence** means the end user licence terms set out in Schedule 1;

**Public Body** means:

- (a) a person, body or entity which falls within the definition of "contracting authority" in Regulation 3 of the Public Contracts Regulations 2015 or that in Regulation 3 of the Public Contracts (Scotland) Regulations 2016, or
- (b) any Additional Public Bodies, but not (unless the parties otherwise agree) including any Excluded Body;

**Regulator** means any person with authority to regulate or supervise the matters dealt with in this Agreement;

**Royal Mail** shall have the meaning attributed to it above;

**School** means a state, public or independent school in Great Britain which is properly authorised as a school by the Department for Education or the Scottish Ministers (or their successors) and listed on the Department for Education's Edubase public register or the Scottish Schools Online database maintained by Education Scotland (an executive agency of the Scottish Ministers) or such databases or registers as may replace them and includes such a school's governing body, but excludes European schools;

**Sign-up Process** means the process set out at Schedule 3;

**Solution** means a product, service or other solution which benefits from or includes Data (including the provision of the Data itself), in whatever form, however produced or distributed and whether or not including other functionality, software, services or data (and to avoid doubt including a Digital Map);

**Statutory Charges** means charges a person is expressly permitted to charge further to any Law;

**Training Establishment** means an institution in Great Britain accredited as a provider of teacher training courses by the Teaching Regulation Agency (an executive agency of the Department for Education); or by the Higher Education Funding Council for Wales; or by Education Scotland (the executive agency for education in Scotland), or, in each case, their successors;

**Term** means the period during which this Agreement is in effect according to its terms;

**User Group** means a representative group of PSL Licensees constituted further to Schedule 5;

**Working Day** means any day which is not a Saturday, Sunday or public holiday in any part of the United Kingdom; and

**Year** means the period of twelve (12) months commencing on the Effective Date and each successive twelve-month period.

1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders and words denoting persons include firms, corporations, Crown bodies, departments, agencies, boards and other government bodies, and vice versa.

1.3 Unless otherwise stated, a reference to a Clause or Schedule is a reference to a clause of or a schedule to this Agreement. In the event of any inconsistency or conflict between any provisions of the Clauses of the main body of this Agreement and any provision of the Schedules, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.

1.4 In the event of any inconsistency or conflict between any provisions of this Agreement and any provision of any End-User Terms with which a PSL Licensee is required to comply, the former shall prevail, but only to the extent of the relevant conflict or inconsistency.

1.5 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

1.6 Any references in this Agreement to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

## 2. **THE PARTIES' OBLIGATIONS**

2.1 Subject to Clause 2.2, Royal Mail grants to PSL Licensees the right to use the Data on the terms of the PSL Use Licence with effect from the PSL Use Commencement.

2.2 The licence grant set out in Clause 2.1 is made to a given PSL Licensee by its acceptance of the terms of the PSL Use Licence through the PSL Licensing Centre.

2.3 Royal Mail agrees that it will not make any direct charge during the Term to PSL Licensees in respect of the licensing or use of Data by PSL Licensees further to the terms of the PSL

Use Licence, with the intent that such use of the Data is “free at the point of use” for PSL Licensees.

2.4 The Authority acknowledges that:

2.4.1 certain fees in respect of the supply (as opposed to the use) of Data to PSL Licensees may be charged by, without limitation, Royal Mail and/or any Licensees;

2.4.2 this Agreement does not affect the terms of any Licence and that End-User Terms may require a PSL Licensee to pay licence or other fees referable to use of the Data where such use is not covered by the PSL Use Licence;

2.4.3 this Agreement does not permit the use of the Data by the Authority or any other person (including PSL Licensees) for any Commercial Activity;

2.4.4 Royal Mail is not obliged to grant rights of use of Data to persons who are not, or who cease to be, Eligible PSL Licensees;

2.4.5 the PSL Use Licence will create a contractual and licence relationship between Royal Mail and each PSL Licensee regulating use of the Data which Royal Mail may at its sole option enforce; and

2.4.6 Royal Mail is regulated by OFCOM in its management of at least some of the Data, and Royal Mail may be required by OFCOM to amend the terms of this Agreement or otherwise its licensing of the Data to Public Bodies.

2.5 Royal Mail will maintain and publish the names of organisations who are PSL Licensees at the PSL Licensing Centre.

2.6 Royal Mail will notify a Licensee if it becomes aware that such Licensee is reporting fees under a Licence in respect of a PSL Licensee's use of Data covered by the PSL Use Licence. Royal Mail will recommend to such Licensee repayment of such fees and will notify the Authority of such recommendations.

### **3. PSL LICENSEE SIGN-UP**

3.1 In relation to persons wishing to be identified as a PSL Licensee the Authority and Royal Mail will observe and perform their obligations set out in the Sign-up Process.

3.2 In the event that further to the Sign-up Process the parties determine that a Public Body is not an Eligible PSL Licensee, the Authority will notify as soon as reasonably practicable that Public Body accordingly in writing in terms agreed with by Royal Mail.

3.3 Each party will notify the other as soon as is practicable of becoming aware that a PSL Licensee ceases, or is likely to cease, to be an Eligible PSL Licensee.

3.4 In the event of any complaint from any person that it has been refused status as an Eligible PSL Licensee, the Authority will respond to and deal with such complaint in accordance with its normal procedures. Royal Mail will forward any such complaint it receives to the Authority for handling.



3.5 The Authority may publicise to identified Eligible PSL Licensees and potential Eligible PSL Licensees the terms of the PSL Use Licence but shall do nothing to suggest to any such bodies that they may use Data free at the point of use other than under and in compliance with such terms.

3.6 The Authority agrees that it will publicly support the objectives of this Agreement and the making of the Data freely available at the point of use for PSL Licensees on the basis of the payment of Licence Fees to Royal Mail.

3.7 Within a reasonable period after a relevant request by the Authority, Royal Mail will provide to the Authority a report listing all PSL Licensees including the contact details of their nominated representatives as specified by the applicable PSL Licensee on entering into the PSL Use Licence.

#### **4. PROPERTY IN DATA**

The Authority acknowledges that the Data and all Intellectual Property Rights in or relating to the Data from time to time are and shall remain the property of Royal Mail or its licensors. No PSL Licensee shall acquire any rights in the Data or such Intellectual Property Rights except as expressly provided in the PSL Use Licence. This Agreement shall not operate as an assignment by Royal Mail of any Intellectual Property Right in or relating to the Data.

#### **5. PAYMENT**

5.1 The parties shall comply with the provisions of Schedule 2 and the Authority shall pay Royal Mail the Licence Fees calculated in accordance with and otherwise as set out in Schedule 2.

5.2 All sums payable by the Authority under this Agreement are exclusive of VAT which the Authority shall pay, together with any other applicable taxes on the Licence Fees, at the rate prevailing at the date of invoice.

5.3 Payments of the Licence Fees shall be made without deduction or set off. Royal Mail reserves the right to charge interest on any amounts not paid by their due date at two per cent (2%) per annum above the base rate of Royal Bank Scotland plc, calculated and applied daily.

#### **6. LIABILITY**

6.1 Subject to Clause 6.5, the express provisions of this Agreement are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the maximum extent permitted by Law.

6.2 Royal Mail does not in any way warrant that the Data or any Solutions have been tested for use by any PSL Licensee or any third party or that the Data or any Solutions will be suitable for or be capable of being used by any PSL Licensee or any third party.

6.3 Neither party shall be liable to the other for any Consequential Loss arising under or in relation to this Agreement, even if a party was aware of the possibility that such loss or damage might be incurred by the other party.

6.4 Each party's total aggregate liability to the other in any Year (whether in contract, misrepresentation, tort (or delict), negligence or breach of statutory duty) under or in connection with this Agreement shall not exceed the Licence Fees payable in such Year.

6.5 Nothing in this Agreement shall operate to limit or exclude either party's liability for any negligence which results in personal injury or death, fraud or fraudulent misrepresentation or for any other liability which may not be limited or excluded by Law.

6.6 Each provision of this Clause 6 is to be construed as a separate limitation or other provision (applying and surviving even if for any reason one or other of the said limitations or provisions is held inapplicable or unreasonable in any circumstances).

## **7. DURATION**

7.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect until the End Date when it shall terminate automatically, subject to earlier termination in accordance with Clause 8 or any other termination in accordance with the provisions of this Agreement, and subject to any agreed extension.

7.2 The parties will meet not less than six months before the End Date to discuss whether or not this Agreement is to be extended, the terms for such extension, including new Licence Fees, and (in the event that this Agreement is not to be extended) appropriate communications to Licensees and PSL Licensees.

7.3 In anticipation of expiry or earlier termination of this Agreement, the parties shall meet to agree the transition arrangements to be implemented in respect of PSL Licensees' use of Data after such expiry or termination, and the licence fees payable to Royal Mail in respect of that use.

7.4 The parties may at any time mutually agree in writing to extend this Agreement for a further period.

7.5 The Authority acknowledges that in the event of expiry or termination of this Agreement the PSL Use Licence will also terminate and that PSL Licensees will, with effect from such termination, not be licensed to use the Data on such terms but will be able to approach Licensees or Royal Mail for a licence to use the Data on the standard terms made available by Royal Mail from time to time and subject to payment of applicable fees.

## **8. TERMINATION**

8.1 The parties may terminate this Agreement at any time by written agreement.

8.2 This Agreement may be terminated forthwith by either party by written notice to the other upon the occurrence of any of the following:

8.2.1 such other party committing a material breach of any of its obligations under this Agreement which is incapable of remedy;

8.2.2 NOT USED

8.2.3 such other party committing a breach of any of its obligations under this Agreement and (where such breach is capable of being remedied) further fails to remedy the position

within twenty (20) Working Days (or such other period as agreed between the parties) of the date of written notification of such; or

8.2.4 the other party: suspending, or threatening to suspend, payment of its debts or admitting inability to pay its debts or being deemed unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or (other than for the purposes of a solvent reconstruction or amalgamation) taking any step towards or passing a resolution for, or being the subject of a petition or order of a court for its winding up; or having a receiver, administrative receiver, or an administrator (including special administrator) appointed over any or all of its assets or where steps are taken or documents filed or resolutions passed in relation to any such appointment or an intention to make such appointment; or making any composition or arrangement with or for the benefit of its creditors; or upon the occurrence of any analogous event in any other jurisdiction in which it carries out its business; or suspending or ceasing, or threatening to suspend or cease, carrying on all or a substantial part of its business.

8.3 The Authority may terminate this Agreement by providing 20 Working Days' notice to Royal Mail in the event that there is a change of Control of Royal Mail, provided that:

8.3.1 the new person that acquires Control of Royal Mail is a person that the Authority is prohibited from dealing with, whether for policy reasons or otherwise; and

8.3.2 such change of Control is likely to have a material adverse effect on the Authority; and

8.3.3 Royal Mail receives any such notice within three months of the date of the change of Control.

In this Clause 8.3, "**Control**" means, in respect of Royal Mail, the power of a person to secure that the affairs of Royal Mail are conducted in accordance with the wishes of that person: (a) by means of the holding of shares, or the possession of voting power, in or in relation to Royal Mail; or (b) as a result of any powers conferred by the articles of association or any other document regulating Royal Mail.

8.4 In the event Royal Mail suffers any of the events listed in Clause 8.2.4, Royal Mail will use all reasonable endeavours to ensure the rights granted to PSL Licensees are not adversely affected.

## 9. CONSEQUENCES OF TERMINATION

9.1 Subject to the remainder of this Clause 8.4, as at the date of termination of this Agreement the licence granted to each PSL Licensee under the PSL Use Licence also terminates and accordingly each PSL Licensee shall cease to be permitted to, or to permit any third party to, make any use of any of the Data.

9.2 Termination of this Agreement shall not prejudice or affect the right of Royal Mail to recover from the Authority the amount of any fees outstanding at the date of termination, nor the

right of the Authority to reclaim overpaid fees, nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.

9.3 The termination of this Agreement shall not affect any provision of this Agreement which is expressed or intended to survive or to operate in the event of termination of this Agreement, and which shall include (but is not limited to): Clauses 1, 4, 5.3, 6, 7.5, 8.4, 13, 14, 17, 18, 21 and this Clause 9.3.

## 10. **VARIATION**

10.1 Subject to Clause 10.3, no variation to this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by the parties, or is made in accordance with Clause 10.3.

10.2 The Authority and Royal Mail will take into account the views of the User Group in agreeing any variation.

10.3 Notwithstanding Clause 10.1, Royal Mail has the right to make changes to this Agreement or the PSL Use Licence by giving notice (a "**Change Notice**") specifying such changes to the Authority, in accordance with Clause 2.4.6 or where such changes are necessary to comply with a Change in Law provided that, where reasonably practicable:

10.3.1 Royal Mail has previously served the Authority with a minimum of six months' written notice of such changes, such notice not to be served prior to the first anniversary of the Effective Date; and

10.3.2 Royal Mail consults with the Authority in relation to such changes during such period.

10.4 Royal Mail and the Authority may by agreement extend the availability of Eligible PSL Licensee status beyond the categories of public body agreed between them as at the Launch Date.

## 11. **MANAGEMENT OF AGREEMENT**

Each party appoints the persons named in Schedule 4 as its Agreement Manager and agrees to comply with the terms of Schedule 4. The Agreement Managers shall have the authority to act on behalf of their respective party on the matters set out in, or in connection with, this Agreement and the PSL Use Licence. Either party may, by further written notice to the other party, amend the authority of its Agreement Manager or appoint a new Agreement Manager. An Agreement Manager may appoint a deputy from time to time provided that the other Agreement Manager is notified.

## 12. **WARRANTIES**

12.1 Royal Mail warrants that:

12.1.1 it has the power to enter into and to exercise its rights and perform its obligations under this Agreement and it has taken all necessary action to authorise the execution of this Agreement and the performance of its obligations under it;

12.1.2 it is not aware of any direction of OFCOM under section 116 of the Postal Services Act

2000 which would be contravened by entering into this Agreement; and

12.1.3 it is able to grant licences on the terms of the PSL Use Licence

12.2 The Authority warrants that:

12.2.1 it has the power to enter into and to exercise its rights and perform its obligations under this Agreement and it has taken all necessary action to authorise the execution of this Agreement and the performance of its obligations under it; and

12.2.2 its entry into this Agreement will not place it in breach of any other agreement or arrangement with any third party or any Law, nor will any of these substantially impede the performance of its obligations under this Agreement.

### 13. **CONFIDENTIALITY**

13.1 Royal Mail and the Authority shall, in relation to any Confidential Information disclosed to one of them by the other or received or obtained from such other party, a PSL Licensee, or its or their agents or contractors:

13.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and contractors on a need to know basis;

13.1.2 not copy or reproduce any part of the Confidential Information without the prior written approval of the other party;

13.1.3 apply to the Confidential Information no lesser security measures and degree of care than those which it takes in protecting its own confidential information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information; and

13.1.4 use the Confidential Information only for the purposes of this Agreement.

13.2 Royal Mail shall and the Authority shall take all reasonable measures to ensure that their respective professional advisers, employees, agents and contractors comply with the terms of this Clause.

13.3 The obligations contained in this Clause shall not apply to any Confidential Information:

13.3.1 which was, is or has become lawfully available to the public otherwise than through breach of this Agreement;

13.3.2 which was disclosed to one party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it; 13.3.3 independently created or already in the possession of one party; and

13.3.4 to the extent of any disclosure required by Law.

13.4 If either party is required by Law to make a disclosure of Confidential Information, the disclosing party shall as soon as reasonably practicable and to the extent permitted by

Law, notify the other party of the full circumstances of the required disclosure and the Confidential Information to which such disclosure would apply.

13.5 The Authority may disclose Confidential Information in any of the following cases:

13.5.1 on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;

13.5.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

13.5.3 on a confidential basis to its professional advisers, employees, agents and contractors for the purpose of the exercise of its rights under this Agreement; and

13.5.4 where to the extent of any disclosure required by Law.

13.6 Any party who is required by a court or other competent authority to disclose any Confidential Information in order to comply therewith may do so, but it shall, where reasonably practicable, give the other party not less than seven (7) days' notice of such disclosure.

13.7 For the purposes of this Clause, Royal Mail is permitted to include each PSL Licensee on a list (including the list published at the PSL Licensing Centre) it publishes and maintains of the names of organisations who are PSL Licensees including the date on which each PSL Licensee became a PSL Licensee.

#### 14. **FREEDOM OF INFORMATION**

14.1 Royal Mail acknowledges that the Authority may receive Disclosure Requests.

14.2 Royal Mail further acknowledges that the Authority may be obliged (subject to the application of any relevant exemption(s) and, where applicable, the public interest test) to disclose information pursuant to such a Disclosure Request.

14.3 Subject to Clause 14.4 where the Authority consults Royal Mail (the "**Other Party**") in accordance with a Disclosure Code, Royal Mail hereby agrees to respond to any such consultation within any reasonable deadline set.

14.4 The Authority agrees to:

14.4.1 consult with Royal Mail to inform its decisions regarding any Royal Mail Confidential Information or any information regarding the Data, the Licence Fees or the licensing of Data on the terms of the PSL Use Licence ("**Royal Mail Information**") where any Royal Mail Information is the subject of a Disclosure Request to the Authority;

14.4.2 notify Royal Mail as soon as reasonably practicable of its receipt of any such Disclosure Request;

14.4.3 in the event that it determines that any Royal Mail Information should be disclosed in response to a Disclosure Request, to notify Royal Mail by its Agreement Manager of such

determination not less than ten (10) Working Days in advance of the proposed date of such disclosure.

15. **MARKETING**

In each Year during the Term, Royal Mail will spend **REDACTED TEXT under FOIA Section 43 Commercial Interests** on activities in the course of which this Agreement is promoted (pro-rated for any part Year). The Parties shall use reasonable endeavours to agree (acting in good faith) the content and frequency of any such marketing activities during the term of this Agreement.

16. **ADDITIONAL TERMS**

No later than 31 December 2023, Royal Mail will advise the Authority of the terms, if any, on which Royal Mail would be prepared (subject to contract) to amend this Agreement so that:

16.1 an Education Body is no longer an Excluded Body hereunder; and

16.2 NCOA Data is licensed hereby.

17. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or in relation to this Agreement (**dispute**) the parties shall follow the dispute resolution procedure set out in Schedule 5.

18. **GENERAL**

18.1 The failure of either party to enforce or to exercise, at any time or for any period, any term of, or right arising pursuant to, this Agreement, does not constitute and shall not be construed as a waiver of such term or right and shall not affect the party's right later to enforce or exercise it.

18.2 Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as is necessary to perform this Agreement in accordance with its terms.

18.3 Only Royal Mail and the Authority may enforce the terms of this Agreement and no rights under this Agreement are enforceable by anyone else further to the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third-Party Rights) (Scotland) Act 2017 or otherwise.

18.4 In the event that any Clause or part of a Clause contained in this Agreement is declared invalid or unenforceable by any court or other regulatory authority of competent jurisdiction, all of the other Clauses or parts of Clauses contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

18.5 The parties agree that they will each comply with the Data Protection Act 2018, UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments Etc.) (EU Exit) Regulations 2019) and any Law implementing them or made in pursuance



of them in respect of their performance of their obligations, and the exercise of their rights, under this Agreement.

18.6 Neither party shall be liable for any delay or failure to perform any of its obligations under this Agreement if such failure is due to industrial action or any circumstances beyond its reasonable control, including but not limited to inability to obtain the information

or materials necessary to carry out its obligations under this Agreement (the **Force Majeure Event**). The party affected by the Force Majeure Event shall be under a duty to mitigate the effects of that Force Majeure Event, shall continue to perform its obligations to the extent reasonably possible and shall promptly resume performance of all its obligations once the Force Majeure Event has ended.

18.7 Any notice, other than the notices to be given by the Authority to Royal Mail pursuant to Clause 3.4, from one party (**Sender**) to the other party (**Recipient**) which is required to be given under this Agreement (a **Notice**) must be in writing (which for this purpose excludes e-mail), signed on behalf of the Sender, and be addressed to the Recipient using the details below. Notices must be sent by a postal delivery service which includes written proof of sending and delivery and such proof must be retained by the Sender. Any Notice shall be deemed to have been served on the date indicated on such proof of delivery. The details of the parties for the purpose of Notices are as follows (and each party shall promptly notify the other of any change):

**Royal Mail:** Royal Mail Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, Southampton, SO18 2YY;

**Authority:** the address and contact details given on the Deal Sheet or as otherwise notified to Royal Mail in writing.

## 19. ENTIRE AGREEMENT

19.1 Save as otherwise agreed in writing, this Agreement and the documents referred to in this Agreement constitute the entire agreement between the parties in relation to its subject matter and replaces and extinguishes any previous agreements, heads of agreement, draft agreements, arrangements, undertakings or collateral contracts of any nature made between the parties whether oral or written, in relation to such subject matter, and there are no additional terms or obligations other than those contained therein.

19.2 Each party acknowledges that in entering into this Agreement it is not relying on, and shall have no rights or remedies (whether in tort (or delict), under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) by the other party to this Agreement.

19.3 Nothing in this Clause shall exclude or restrict the liability of either party arising out of fraudulent misrepresentation or fraudulent concealment.

19.4 This Agreement does not affect, and nothing in it shall waive any rights or remedies that either party may have accrued or which may accrue hereafter in respect of, any other agreement

or licence entered into between the parties whether before, on or after the date of this Agreement.

**20. ASSIGNMENT, ASSIGNATION AND TRANSFER**

20.1 Subject to Clause 20.2, neither party shall be entitled to assign, transfer, delegate or novate this Agreement, or any of its rights or obligations under it, without the other party's prior written consent.

20.2 The rights and liabilities of the Authority under this Agreement may be transferred pursuant to an Order in Council under section 2 of the Ministers of the Crown Act 1975 (and the parties acknowledge that at the Effective Date such a transfer to the Secretary of State for Science Innovation and Technology is anticipated), in which event the Authority will so notify Royal Mail.

**21. JURISDICTION AND GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

## **SCHEDULE 1**

### **PSL USE LICENCE**

#### **Introduction**

This Licence permits your use of RM Data for your Core Business from 1 April 2023 on and subject to its terms, including a right to share data with Other PSL Licensees.

#### **1. Grant**

1.1 Royal Mail grants you a non-transferable, non-exclusive, limited, revocable right, for the Term, to use RM Data (itself and in Solutions) to exercise Public Sector Use Rights.

1.2 Your rights to use RM Data are only those set out in this Licence.

1.3 You must use RM Data in accordance with Applicable Law.

1.4 This Licence does not permit the use of any RM Data for Commercial Activity. In the event that you use any RM Data for Commercial Activity and such use is permitted under another Royal Mail standard licence agreement, then the terms of that agreement shall apply to such use.

1.5 This Licence grants rights of use of RM Data, but your access to copies of RM Data is governed by your Data Supply Agreement, which you must maintain in order to exercise the rights granted by this Licence.

#### **2. Term**

This Licence shall commence on the Effective Date and continue in force for a period of 12 months (a **Licence Term**). On the first and subsequent anniversaries of the Effective Date, this Licence shall automatically renew for a further Licence Term until terminated in accordance with clause 9.

#### **3. Royal Mail rights**

3.1 Royal Mail is the owner of the Intellectual Property Rights in RM Data and the PAF® brand and you do not acquire, and are not given, any rights to use those Intellectual Property Rights other than as this Licence expressly sets out.

3.2 You must not remove or tamper with any Intellectual Property Rights notice attached, or used in relation, to the RM Data.

#### **4. Changing the licence**

Royal Mail may change the terms of this Licence on written notice to you if: (a) the change is necessary to comply with Applicable Law; or (b) the change is made by Royal Mail further to the terms of the PSL Agreement.

## **5. RM Data quality**

5.1 Royal Mail does not warrant (or give any other assurance in relation to) the accuracy or completeness of RM Data or that it will meet any of your requirements or those of Other PSL Licensees.

5.2 The terms of this Licence exclude all warranties and conditions and any other term implied by any law, to the maximum extent permitted by law.

## **6. Auditing and compliance**

6.1 You must keep an accurate record of your exercise of Public Sector Use Rights and, in particular, those instances where RM Data is provided to a third party as permitted by this Licence (such records to include the names and addresses of such third parties, the data supplied and the date of each such supply) and shall retain it for a period of 6 years after the relevant use.

6.2 Subject to clause 7, you grant Royal Mail and its authorised agents, reasonable, accompanied access, upon reasonable written notice, during working hours, to your premises, accounts and records relevant to this Licence for the purposes of verifying and monitoring your compliance with your obligations under this Licence (the Audit) and shall provide all reasonable cooperation and assistance in relation to the Audit. Royal Mail shall not carry out an Audit more than once in any 12 months period, except where it reasonably suspects that you have failed to comply with any of your obligations under this Licence. The costs incurred by both parties in respect of Audits, including assistance provided by you in relation to such Audits, shall be borne by Royal Mail.

6.3 You must notify Royal Mail in writing in the event of any change in your corporate or organisational status.

## **7. Confidentiality**

7.1 The Parties shall, in relation to any Confidential Information disclosed to one of them by or on behalf of the other:

7.1.1 keep it confidential and not disclose it to any other person other than to its professional advisers, employees, agents and contractors who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Licence, as permitted by this clause or as required by Disclosure Legislation (subject to this clause). Each Party shall ensure that its professional advisers, employees, agents and contractors to whom it discloses the other Party's Confidential Information comply with this clause 7;

7.1.2 apply to the Confidential Information no lesser degree of care than that which a reasonable person would take in protecting its own confidential information; and

- 7.1.3 use the Confidential Information only for the purposes of this Licence and the PSL Agreement; and
- 7.2 The obligations contained in this clause shall not apply to any Confidential Information:
- 7.2.1 which was, is or has become lawfully available to the public otherwise than through breach of this Licence;
- 7.2.2 which was disclosed to one Party by a third party legally in possession of the Confidential Information and who was not restricted from disclosing it;
- 7.2.3 independently created or already in the possession of one Party; or
- 7.2.4 to the extent of any disclosure required by Law
- 7.3 Any Party who is required by a court or other competent jurisdiction, or any other regulatory authority, to disclose any Confidential Information in order to comply with any law or order of any court or regulatory authority may do so, but it shall, where reasonably practicable, give the other Party not less than 7 days' notice of the disclosure.
- 7.4 Notwithstanding the foregoing provisions of this clause, Royal Mail shall be entitled to:
- 7.4.1 use, and disclose to the Authority, the Confidential Information relating to you for the purposes of:
- 7.4.1.1 the management and administration of the PSL Agreement; and
- 7.4.1.2 implementing any replacement to the PSL Agreement;
- 7.4.2 include your organisation name, registered address or principal place of business and contact details (but not any personal names), the fact that you are, and the dates during which you are, a party to this Licence, on its website and otherwise to make such details known to Solutions Providers.
- 7.5 Royal Mail acknowledges that you may receive Disclosure Requests and may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information pursuant to such a Disclosure Request.
- 7.6 Subject to clause 7.7 where you consult Royal Mail in accordance with a Disclosure Code, Royal Mail agrees to respond to any such consultation promptly and within any reasonable deadline set.
- 7.7 You agree to:
- 7.7.1 consult with Royal Mail to inform your decisions regarding any Royal Mail Confidential Information or any information regarding RM Data or the licensing of RM Data (Royal Mail Information);
- 7.7.2 notify Royal Mail as soon as reasonably practicable of your receipt of any such Disclosure Request; and

7.7.3 in the event that you determine that any Royal Mail Information should be disclosed in response to a Disclosure Request, to notify Royal Mail of such determination not less than 10 Working Days in advance of the proposed date of such disclosure.

## **8. Liability and Indemnity**

8.1 Nothing in this Licence limits either Party's liability arising under or in connection with this Licence, whether in contract, tort (including negligence), breach of statutory duty or otherwise for personal injury or death caused by negligence or for fraud, or breaches of clause 7.

8.2 Subject to clause 8.5, there is no limit on your liability for losses Royal Mail incurs arising out of a breach of clause 3 or any infringement of Royal Mail's Intellectual Property Rights.

8.3 Except as set out in clause 8.1, neither Party is liable to the other for any: (i) loss of profit, revenue, use of an asset, productivity, reputation, or data (whether any of those are direct or indirect losses); (ii) indirect or consequential losses.

8.4 Subject to clauses 8.1, 8.3 and 8.4, the total liability of either Party for all claims arising in relation to this Licence shall not exceed **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

8.5 Your total liability in a Licence Term for losses suffered by Royal Mail arising out of your breach of clause 1 will be the amount of licence fees that normally would be payable under Royal Mail's standard licence agreements, as deemed appropriate by Royal Mail. If such use is not covered by any of Royal Mail's standard licence agreements, then clause 8.2 shall apply in respect of your liability for such use.

8.6 Subject to clause 8.1, Royal Mail is not liable in any way in respect of any RM Data or Solutions provided by any Solutions Provider or other third party to you. Even if any Solutions provided to you by any Solutions Provider or other third party are designated as Royal Mail approved, Royal Mail does not in any way warrant (or give any other assurance) that such Solutions have been tested for use by you or any third party or that such Solutions will be suitable for or be capable of being used by any person.

8.7 Royal Mail shall not be obliged in any circumstances under this Licence to provide any RM Data or any Solutions direct to you and (subject to clauses 8.1) is not liable in any way for any loss or damage incurred by you in relation to the supply of RM Data to you.

## **9. Ending the Licence**

9.1 Royal Mail may terminate this Licence immediately on giving you notice if:

9.1.1 you commit a material breach of any of the terms of this Licence and, if that breach is capable of remedy, have failed to remedy it within 90 days of receiving a notice from Royal Mail notifying you of the breach; or

9.1.2 you become Insolvent; or

9.1.3 you cease being an Eligible PSL Licensee; or

9.1.4 you are not a party to a valid and current Data Supply Agreement.

9.2 In the event that the PSL Agreement expires, this Licence will terminate automatically with effect from the end of the then current Licence Term.

9.3 You may terminate this Licence at any time and without liability on 20 Working Days' written notice to Royal Mail.

## **10. After the end of the Licence**

10.1 Termination of this Licence does not affect any rights to enforce this Licence which have already arisen.

10.2 The provisions of clauses **7, 8, 10, 12** and **13** remain in force between you and Royal Mail after termination of this Licence.

10.3 With effect from the End Date:

10.3.1 the licence given under clause 1 ceases and you have no right to use RM Data except as this clause permits; and

10.3.2 unless you are expressly permitted otherwise further to another agreement, within 12 months of the End Date you must destroy all copies of RM Data that you hold and certify to Royal Mail that this has been done.

10.4 You may retain one copy of RM Data for archive purposes to be used only for the purposes of review of your compliance with this Licence, satisfaction of legal or regulatory requirements, or legal proceedings.

## **11. Matters outside the parties' control**

11.1 Neither Party will be liable for any failure to perform its obligations under this Licence if that failure is caused by industrial action or a matter outside its reasonable control including but not limited to; acts of God, floods, earthquakes, epidemics, pandemics, war, terrorism or civil disturbance (Force Majeure Event), but only if that Party:

11.1.1 gives the other Party notice of that matter as soon as reasonably practicable and in any event within 2 Working Days of becoming aware of such Force Majeure Event;

11.1.2 continues to perform its obligations as much as possible apart from that matter;

11.1.3 uses all reasonable endeavours to mitigate the effect of that matter; and

11.1.4 restarts performance of all its obligations as soon as the effect of the matter has ended.

11.2 If a Force Majeure Event lasts for longer than 1 month, then either Party has the right to terminate this Licence on the provision of 7 days' written notice to the other Party.

## **12. Transfer, rights and obligations of third parties**

12.1 You may not assign your rights under this Licence to any person.

12.2 You may only sub-license RM Data use in accordance with the terms of this Licence.

## **13. General matters**

13.1 This Licence, and any disputes or claims arising out of or in connection with it or its subject matter,

is governed by English law. The Courts of England and Wales will determine any disputes arising over the terms of this Licence or your use of RM Data.

13.2 Royal Mail may notify you of communications required to be given further to this Licence using the PAF® Licensing Centre, provided that it emails you (at the email address you have notified to Royal Mail) of the posting of such communications at the PAF® Licensing Centre.

13.3 Except as set out in clause **13.2**, notices required to be given further to this Licence must be given in writing (including by email to a Party at its address notified during PSL Registration or, in Royal Mail's case, on the PAF® Licensing Centre. If the notice is sent by a postal delivery service providing a written record of sending and delivery, the notice will be deemed to have been delivered on the date indicated in the record.

13.4 This Licence sets out the only terms on which you may use RM Data for the purposes set out in this Licence and replaces any other terms or agreements between the Parties in relation to the use of RM Data for such purposes. You acknowledge that when you entered this Licence you did not rely on any statements or promises in relation to RM Data which are not contained or specifically referred to in this Licence.

13.5 This Licence does not confer any benefits on any persons other than Royal Mail and you.

13.6 Royal Mail may in any particular case give you additional time to comply with your obligations under this Licence or decide not to exercise its rights, but this does not affect Royal Mail's right to enforce the terms of this Licence generally.

## **14. Definitions and interpretation**

14.1 In this Licence the following terms have the following meanings:

**Address** refers to an address to which mail is delivered



<b>Applicable Law</b>	means all applicable laws, legislation, statutes, statutory instruments, regulations, edicts, bye-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time
<b>Authority</b>	the "Authority" as defined in a PSL Agreement
<b>Commercial Activity</b>	any activity which is carried on with a view to Financial Gain
<b>Confidential Information</b>	information of a confidential nature in whatever form and whether or not marked as confidential, relating to the business of a Party
<b>Core Business</b>	your performance of your functions, but excluding Commercial Activity
<b>Created Data</b>	data created as a result of Data Creation
<b>Data Creation</b>	the use of RM Data or any data which is part of it, to create a new address record (or records) in a new (or existing) database
<b>Data Sharing</b>	use of RM Data in accordance with paragraph 4 of the Annex to this Licence
<b>Data Supply Agreement</b>	an agreement between you and either Royal Mail or a Solutions Provider for the supply of RM Data
<b>Database Cleansing</b>	the processing, using RM Data, of a database in existence prior to such processing which does not involve Data Creation (and <b>Cleansed</b> shall be read accordingly)
<b>Digital Map</b>	a map in digital or electronic form which is or has been developed, created, modified or enhanced by RM Data or any part of RM Data
<b>Disclosure Code</b>	means applicable guidance or codes of practice under Disclosure Legislation as to the performance by the Authority of its obligations thereunder
<b>Disclosure Legislation</b>	as applicable, the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002, the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004, or any other Law requiring you to disclose Confidential Information of Royal Mail

<b>Disclosure Requests</b>	requests for information relating to this Licence made under Disclosure Legislation
<b>Effective Date</b>	1 April 2023
<b>Eligible PSL Licensee</b>	a person eligible to be offered this Licence by Royal Mail, as agreed between Royal Mail and an Authority
<b>Emergency Service</b>	any person other than you involved in responding immediately to an Emergency Situation
<b>Emergency Situation</b>	unforeseen acts or events beyond your reasonable control requiring you to respond urgently, including but not limited to any of the following: war; acts of god (including but not limited to fire, flood, earthquake, windstorm or other natural disaster); terrorist attacks; civil war; civil commotion; nuclear, chemical or biological contamination; interruption of utilities; and fire, explosion or accidental damage
<b>Emergency Use</b>	use of RM Data in accordance with paragraph 7 of the Annex to this Licence
<b>End Date</b>	the date of termination or expiry of this Licence further to its terms
<b>Financial Gain</b>	revenue or credit (of whatever nature whether monetary or not) (but not including Statutory Charges) received in return for the provision of goods and services in excess of the incremental cost of their provision or making available
<b>Insolvent</b>	in respect of a person, means that they are unable to pay their debts as they fall due, have a receiver or administrative receiver appointed over any of their assets, are the subject of an administrator's appointment or any steps taken or documents filed for such an appointment, make any arrangement with their creditors, enter into liquidation, cease to do business, or suffer an equivalent event in any territory in which they do business
<b>Intellectual Property Rights</b>	means all intellectual and industrial property rights including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world.
<b>Licence Term</b>	as defined in clause 2

<b>Online Access</b>	use of an Online Service in accordance with paragraph 5 of the Annex to this Licence
<b>Online Service</b>	a service provided online or by remote access by you for the delivery of your Core Business and available to users of or enquiries relating to such Core Business generally, with or without the use of access authorisation methods
<b>Online Service User</b>	any person accessing an Online Service
<b>Other PSL Licensee</b>	a person (other than you) being an Eligible PSL Licensee who is bound by a licence from Royal Mail on the terms of this Licence in relation to its use of RM Data
<b>PAF® Licensing Centre Party</b>	the Royal Mail website providing a portal for PSL Registration either Royal Mail or you (and Parties shall be read accordingly)
<b>PSL Agreement</b>	an agreement (further to which you are eligible for this Licence, being Royal Mail's 'Public Sector Licence Agreement' with the Secretary of State for Business, Innovation and Skills or, as the case may be, the Scottish Ministers
<b>PSL Registration</b>	refers to the information regarding your application for a licence of RM Data on the terms of this Licence made through Royal Mail's online signup process
<b>Public Sector Use Rights</b>	use of RM Data in accordance with the Annex to this Licence
<b>RM Data</b>	any of Royal Mail's databases known as 'PAF®' (the "Alias File", 'Multiple Residence' or 'Not Yet Built'
<b>Royal Mail</b>	Royal Mail Group Limited
<b>Solution</b>	a product or service or other solution which benefits from or includes RM Data (including the provision of RM Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
<b>Solutions Provider</b>	a person that has entered into a Solutions Provider Agreement

<b>Solutions Agreement</b>	<b>Provider</b>	an agreement entered into by a person with Royal Mail or a duly authorised licensee or sub-licensee of Royal Mail for the licensing of RM Data from Royal Mail and the licensing of Solutions to third parties and known as a 'Solutions Provider – Data Licence Agreement' (or in the case of sub-licensees a 'Third Party Solutions Provider Agreement' as defined in that agreement), or such agreements as may generally replace it and issued generally by Royal Mail to its customers for RM Data
<b>Solutions Provider End-User Agreement</b>		an agreement entered into by a person with a Solutions Provider for the use of RM Data, pursuant to a Solutions Provider Agreement and as defined therein as an "End-User Agreement" or other terms to which their use of RM Data is subject
<b>Statutory Charges</b>		charges a person is expressly permitted to make further to applicable law

**Substantially All Database** a database which on its own or as part of a related or connected database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland

**Term** the period during which this Licence is in force and effect according to its terms

**Working Day** any day which is not a Saturday, Sunday or public holiday in any part of the United Kingdom

**You** the licensee entity specified in the PSL Registration (and **your** shall be read accordingly)

14.2 In this Licence words following words such as "includes", "including" and "in particular" are read without limitation, and references to a person are to any natural or legal person whether incorporated or not (including Crown bodies).

14.3 This Licence does not affect the operation of any Data Supply Agreement or Solutions Provider End-User Agreement.

## ANNEX

### PUBLIC SECTOR USE RIGHTS

#### 1. ***Permitted use of Solutions***

You may freely use Solutions to deliver or support delivery of your Core Business in accordance with this Schedule.

#### **Specific use conditions**

#### 2. ***Database Cleansing***

You may only provide access to Cleansed databases to third parties where:

- (a) such supply is not related to a service comprising the Database Cleansing of a third party's database and the supply of the resulting Cleansed third party's database back to them
- (b) if such databases are Substantially All Databases:
  - (i) such databases are not represented or held out as a master, original or comprehensive address database or other similar description
  - (ii) the access is provided in the course of your Core Business and is not carried on as a business in its own right, and
  - (iii) the provision includes a prominent notice that the relevant Cleansed database has been cleansed against RM Data

#### 3. ***Data Creation***

You may use RM Data for Data Creation but Created Data (except as permitted by this Licence) may not be supplied or any access to it provided to any third party.

#### 4. ***Data Sharing***

- (a) Data Sharing is the provision and receipt of RM Data and Created Data to and from Other PSL Licensees.
- (b) You may carry out Data Sharing provided that:
  - (i) you obtain written confirmation from the Other PSL Licensees that they are bound by this Licence in respect of their use of RM Data;
  - (ii) your use of RM Data received from Other PSL Licensees is governed by this Licence;
  - (iii) the provision of RM Data to Other PSL Licensees is for the delivery or the support of the delivery of your Core Business; and

- (iv) Data Sharing ceases in the event that the Other PSL Licensee ceases to be bound by a licence on the terms of this Licence.
- (c) Your rights in this paragraph permit the provision and receipt to and from Other PSL Licensees of Digital Maps.

**5. Online Access**

- (a) Online Access permits the use of RM Data and Created Data in the course of your Core Business for the identification of addresses or confirmation of address details by third parties.
- (b) You may carry out Online Access only through your Online Service.
- (c) Online Access is only permitted in relation to the use, or enquiries regarding the use, of your provision of goods or services in the course of your Core Business.
- (d) No single use of RM Data by way of Online Access may communicate to an Online Service User information relating to more than 100 address records.

**6. Digital Maps**

- (a) You may make a Digital Map available on your own website provided that it is made available (including in respect of any right to print or download copies) only for personal non-commercial use by website users.
- (b) Your rights in this paragraph in relation to Digital Maps extend to Created Data within such Digital Maps.

**7. Emergency Use**

- (a) Emergency Use is use of RM Data by an Emergency Service solely:
  - (i) for its own internal use; or
  - (ii) by way of the making available of a Digital Map as permitted by paragraph 6, to enable it promptly and appropriately to respond to and deal with an Emergency Situation and under no circumstances shall such use include any Commercial Activity.
- (b) In Emergency Situations, you may provide RM Data to, or permit access to RM Data by, Emergency Services who are not otherwise licensed to access or use the same, to the extent only and for the purposes only of Emergency Use and only for a period of 90 days or such longer period as is agreed in writing with Royal Mail (such agreement not to be unreasonably withheld or delayed).
- (c) Where you have provided RM Data to Emergency Services for Emergency Use, you shall within 60 days of such provision, provide Royal Mail with:

- (i) a description of the precise RM Data that has been provided (including area of coverage);
  - (ii) the full correct name, address and contact details of the recipient Emergency Service;
  - (iii) the date on which RM Data was provided to the recipient Emergency Service; and
  - (iv) a description of the particular Emergency Situation and the particular purpose for which the Emergency Use was required.
- (d) Unless the relevant Emergency Service has entered into appropriate licence terms applicable to such RM Data with Royal Mail or an appropriately authorised licensee of Royal Mail, you shall use reasonable endeavours to assist Royal Mail in procuring that an Emergency Service that has been provided with or given access to any RM Data for a period pursuant to this Annex shall at the end of that period destroy all copies of RM Data, to the extent that it is possible to do so.
- (e) Your rights in this paragraph extend to Created Data.

#### **General use conditions**

#### **8. *Copying and communication restrictions***

- (a) You may not make copies of RM Data except as permitted by this Licence or reasonably necessary for back-up, security, business continuity and system testing purposes.
- (b) You may not permit access to, display or communicate to the public any Solutions, except as permitted by this Licence.
- (c) Except as expressly permitted by this Licence, you may not:
  - (i) transfer, assign, sell or licence Solutions or their use to any other person
  - (ii) use Solutions to create a product or service distributed or sold to any third party which relies on any use of RM Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
  - (iii) copy, reproduce, extract, reutilise or publish Solutions or any of them.

#### **9. *Subcontracting***

You may provide RM Data to your subcontractors who may use it to the extent necessary for:

- (a) the provision of information technology services to you, or
- (b) acting on your behalf

in each case for the purpose of your Core Business only and provided that each such subcontractor agrees to observe the restrictions on use of RM Data contained in this Licence (any breach of which you shall be jointly and severally liable for with that subcontractor) and that you



procure that Royal Mail has rights to enforce directly the terms of the agreement between you and the Contractor pursuant to the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Right) (Scotland) Act 2017

## SCHEDULE 2

### LICENCE FEES

1. The Licence Fees payable by the Authority to Royal Mail until the End Date are as follows:

	Year 1 1.4.2331.3.24	Year 2 1.4.2431.3.25	Year 3 1.4.2531.3.26	Year 4 1.4.2631.3.27	Year 5 1.4.2731.3.28
Licence Fee	£6,160,000	Year 1 + <b>REDACTED TEXT</b> under FOIA Section 43 Commercial Interests	Year 2 + <b>REDACTED TEXT</b> under FOIA Section 43 Commercial Interests	Year 3 + <b>REDACTED TEXT</b> under FOIA Section 43 Commercial Interests	Year 4 + <b>REDACTED TEXT</b> under FOIA Section 43 Commercial Interests

2. **REDACTED TEXT under FOIA Section 43 Commercial Interests.**
3. Licence Fees are payable within 30 days of the first day of the relevant Year or of the date on which Royal Mail invoices the same, if later.
4. Royal Mail shall be entitled to send the Authority valid invoices showing the Licence Fees due in respect of this Agreement.

### **SCHEDULE 3**

#### **SIGN-UP PROCESS**

1. The Authority agrees to provide details of the potential Eligible PSL Licensees to Royal Mail (Royal Mail acknowledges that the Authority may have done so prior to the Effective Date which shall serve as performance of this obligation).
2. Subject to paragraph 1, the Authority shall not be obliged to provide to Royal Mail details of any potential Eligible PSL Licensees who notify the Authority that they do not wish such details to be disclosed to Royal Mail.
3. The Authority and Royal Mail will agree from time to time and further to this Agreement the criteria for assessing Public Bodies as Eligible PSL Licensees ("**Eligibility Criteria**").
4. Royal Mail will acknowledge receipt by Public Bodies wishing to become PSL Licensees ("**Applicants**") of their applications via the PSL Licensing Centre.
5. Royal Mail may confirm to an Applicant that it meets the Eligibility Criteria and may become a PSL Licensee.
6. Royal Mail may request further information from, or research into, an Applicant regarding whether it meets the Eligibility Criteria ("**Eligibility Report**") and no Public Body will be considered to be an Eligible PSL Licensee unless and until it has provided this further information.
7. Royal Mail may refer an Eligibility Report to the Authority and the parties will discuss such report and whether the relevant Public Body is an Eligible PSL Licensee. If the parties decide that such a Public Body is an Eligible PSL Licensee, Royal Mail may notify it further to paragraph 5. If the parties decide that such a Public Body is not an Eligible PSL Licensee, clause 3.3 applies.

### **SCHEDULE 4 AGREEMENT**

#### **MANAGERS**

Royal Mail Agreement Manager: **REDACTED TEXT under**

**FOIA Section 40, Personal Information REDACTED TEXT**

**under FOIA Section 40, Personal Information**

Address Royal Mail Address Management Unit, Southampton Mail Centre, Mitchell Way, Southampton International Airport, Southampton, SO18 2YY

Authority Agreement Manager: **REDACTED TEXT under FOIA**

**Section 40, Personal Information**

Address        Geospatial Commission, 1 Horse Guards Road

London SW1A 2HQ

1.        **User Group Meetings**

1.1 The Authority will invite Royal Mail to regular meetings (**User Group Meetings**) of a representative group of users of the Data who are PSL Licensees (the **User Group**), such group to be based on the structures in place in relation to existing use arrangements for mapping and related data.

1.2 At User Group Meetings Royal Mail will provide the User Group with updates on the Data and its use and its future plans relating to licensing of the Data and development of use of the Data.

2.        **Meetings**

2.1        Royal Mail will convene a meeting with the Authority quarterly during the term of the Agreement.

2.2        Each party will procure the attendance of, at least, their Agreement Managers at such meetings.

2.3 Such meetings will review the take up of the Data amongst Eligible PSL Licensees, and Royal Mail will provide such other data regarding the take up and use of the Data as may be appropriate.

3.        **Management and transition**

3.1 The parties agree to procure that the Agreement Managers appoint deputies ("**Relationship Managers**") to be responsible for the day to day operation of this Agreement, the operation of financial and administrative processes and day to day relationships with PSL Licensees.

3.2 The parties agree to co-operate to communicate to Public Bodies and Licensees regarding this Agreement and the availability of the PSL Use Licence.

## SCHEDULE 5

### DISPUTE RESOLUTION PROCEDURE

1. The dispute resolution procedure shall commence when either party makes a request for a meeting under paragraph 2 of this Schedule. The parties' representatives specified in paragraphs 2 and 3 below may each be accompanied by up to three additional representatives of interested organisations and/or professional advisers.
2. The parties shall first attempt to resolve any dispute through discussions at a meeting between the parties' Agreement Managers. Such meeting shall take place within 5 Working Days, or such longer period as the parties may agree in writing, of service of a request.
3. If the designated representatives are unable to resolve the dispute in accordance with paragraph 2 above the dispute shall be escalated to the Revenue Protection Director of Royal Mail and the Deputy Director for Commercial Finance and Operations of the Authority (**Senior Executives**), and such Senior Executives shall meet within 10 Working Days, or such longer period as the parties may agree in writing, of the escalation of the dispute to them to attempt to resolve the dispute.
4. If the dispute is not resolved following the escalation provided for in paragraph 3 above the parties shall submit the dispute to mediation using the CEDR Model Mediation Procedure and such mediation shall take place as soon as is reasonably practicable but in any event no later than 20 Working Days after the meeting of the Senior Executives.
5. In the event that the dispute is not resolved through mediation and the parties do not agree on another alternative dispute resolution process then the dispute shall be decided by the courts of England and in accordance with this Agreement.
6. Notwithstanding anything in this Agreement, either party shall be entitled to seek urgent or interim relief from a court of competent jurisdiction (including for the avoidance of doubt applications for pre-action or third-party disclosure), pending the outcome of the dispute in accordance with this Schedule.

## SCHEDULE 6

### ADDITIONAL PUBLIC BODIES AND EXCLUDED BODIES

#### ***Additional Public Bodies***

The following organisations:

Mountain Rescue England and Wales

British Cave Rescue Council

The Association of Lowland Search and Rescue

Royal National Lifeboat Institution

***Excluded Bodies***

1. Any Licensee
  2. Any Infrastructure Body
  3. Any Education Body
  4. Any body whose primary purpose is Commercial Activity
  5. Any Private Registered Provider of Social Housing (as defined in section 80 of the Housing and Regeneration Act 2008), registered social landlord registered with the Scottish Housing Regulator under the Housing (Scotland) Act 2014 or any other independent society, body of trustees or company established for the purpose of providing low-cost housing for people in housing need, including but not limited to fair rent societies, co-ownership associations and local housing companies
  6. Any body whose remit is wholly or mainly in Northern Ireland, any Crown Dependency or
  7. Overseas Territory
  8. Any partnership, limited liability partnership, public or private limited company (whether limited by shares or guarantee), community interest company or industrial and provident society
  9. Post Office Limited
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