

## Ordnance Survey Contract

You may or may not be aware that British Orienteering has been 'negotiating' with Ordnance Survey (OS) regarding our use of OS maps.

The terms of such contracts were changed in 2005; however British Orienteering has been able, up to 2008, to continue to pay licensing, under the old contract agreed in 2004.

Prior to explaining the details I would like to thank several key volunteers who have supported me in the negotiations with expert advice and in providing 'leverage' on the OS as far as has been possible.

OS have not been prepared to change their standard contract formats (indeed they state they are unable to change them) and British Orienteering is therefore in the position of accepting the OS terms or not having an agreement to use any map based on OS data. The only alternative to this is for each club or mapper to agree an individual way forward based on 1 of 2 options:

- a) The club or mapper entering into a 'Specific Use Contract' under the 'Specific Use Framework Partner Licence' – this will entail a minimum fee of £5k per annum.
- b) The club or mapper entering into a 'Publishing Licence' agreement for each map they will use and then pay £0.01 for each A5 size map or smaller and £0.03 for each map of between A5 and A4 size. There will be minimum and maximum print runs determined and cost of the licence. The bureaucracy will probably be prohibitive.

British Orienteering has entered into the former agreement – a 'Specific Use Contract' under 'Specific Use Framework Partner Licence'.

There are several consequences of the new contract:

1. All maps that have been redrawn from OS paper maps or redrawn from maps that originated from OS maps are classed as coming within the terms of this agreement. It includes all maps based on a photogrammetric plot as the plotters are set up using OS co-ordinates and maps with grid references as the OS has the copyright on the national grid. Even web sites such as Google Earth are included.
2. Reproduction charges will be:
  - a. There is a cost of £0.01 for maps up to and including A5 in size, £0.02 for maps between A5 and A4 (up to 625 cm<sup>2</sup>), £0.03 for maps between A4 and A3 (up to 1,250 cm<sup>2</sup>)
  - b. Minimum print runs of any map will be 100 copies
  - c. A map used at an event is considered to be a single map however many courses are overlaid onto it
  - d. All maps will be registered with British Orienteering but can be printed locally on a laser printer or at a printers; OS is not concerned that the maps are printed remotely provided that British Orienteering retain control of the number of copies printed. This will be recorded from event returns. OS will agree the working instructions for how this is administered.
3. Electronic Images of single maps: an electronic image of a map can be displayed on the internet provided:

- a. The image is not greater than 200cm<sup>2</sup> of paper at original scale
- b. The image cannot be downloaded, stored, extracted or modified
- c. The image on the internet cannot be capable of being edited or customised in any way
- d. The image cannot be capable of disclosing any addressable coordinates
- e. The image cannot be resold
- f. An annual reproduction charge of £4.75 will be charged for each image displayed on the internet and British Orienteering may need to charge clubs this fee.

The attitude of non-negotiation, the refusal to appreciate the specific circumstances pertaining to orienteering and the blatant refusal to deal with the sport of orienteering as a special case has been and continues to be challenging. Fundamentally British Orienteering has to meet the terms of the contract or cease to use any map that has ever been redrawn using an OS map as the foundation. I am led to believe by Map Group and some individual mappers that it is not viable to redraw all maps without using OS base maps and therefore British Orienteering has accepted the terms of the contract.

***As the Licence holder of the OS Contract, British Orienteering is responsible for managing and administering this contract and the consequent copyright control.***

You may feel you wish to support the movement to free the data held by the OS if so have a look at:

<http://www.freeourdata.org.uk/blog/?p=159>  
<http://www.freeourdata.org.uk/blog/?p=147>

It is worth noting that many European and Scandinavian countries already have free use of similar data.

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