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Map Transaction Registry (MTR) means the online registration and verification system maintained by SOI.

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SOI has the right to change the rules and terms of this licence at any time by giving written notice to the Licensee of those changes.

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10. Transferring rights and responsibilities

10.1 This Licence is personal to the Licensee and the Licensee may not assign or sublicense its rights or obligations under this Licence.

10.2 SOI is a government agency. It shall be entitled to specifically assign the benefit and obligations of this agreement to any other government body, or to change its constitution or any other aspect of its presentation or constructions without adversely affecting its rights under this Agreement.

11. Arbitration:

Subject to the provisions of this Licence Agreement, disputes between the SOI and Licensee which do not involve proscribed additions and changes to boundaries will be referred to the Secretary, Department of Science & Technology, Government of India for arbitration.. The award given by the arbitrator shall be final and binding on the parties. The decision as to whether a dispute substantively involves proscribed addition and / or changes to boundaries shall always lie with the SOI. The venue of the arbitration proceedings shall be at New Delhi, India subject to aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall be deemed to apply to the arbitration proceedings under this clause.

12. Confidentiality

Either side shall keep this agreement confidential and shall not assign this agreement to any third party except with the written consent of the other party.

13. Relationship – Principal to Principal

All dealings between SOI and Licensee shall be as Principal to Principal. This agreement does not in any way create the relationship of principal and Agent or partnership between SOI and Licensee

14. Force majeure

Neither party shall be held responsible for non-fulfillment of its respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to, Acts of God, War, Flood, Earthquakes, Epidemics, Riots, Civil commotions etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to this effect to the other party immediately after, but not later than one month of such occurrence and/or cessation. The period between the occurrences and cessation of such events will be excluded while calculating the period during which the party has to perform its obligations under this Agreement. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

15. Termination

15.1 Subject to any earlier termination under Clause 15.2 below, this Licence shall continue in force for a period of twelve (12) months from the effective date of this Licence calculated in accordance with Clause 3.2 of this Licence when it shall terminate automatically by expiry.

15.2 If the Licensee commits any breach of any of the provisions of this Licence and, where the breach is remediable, remain in breach fourteen (14) days after receiving notice to remedy such breach then SOI, without prejudice to any of its other rights, may by notice to the Licensee at the address set out in the Schedule terminate this Licence immediately.

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

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17. Governing Law and Jurisdiction

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

18. More information

If the Licensee would like more information, it may contact SOI as per contact details given hereunder:

Customer Contact Centre,
Business and Publicity Directorate
Survey of India,
Hathibarkala Estate,
Dehra Dun-248 001
UTTARANCHAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the date, month and year hereinabove mentioned

Signed for and on behalf of President of India acting through Surveyor General of India, Survey of India (Licensor)	Signed by _____ For and on behalf of the Licensee duly authorized vide resolution of the Board of Directors of _____ (The Licensee)
Signature	Signature
Name	Name
Title	Title
Address	Address
Date	Date
Licence number	

Witness:-

- 1.
- 2.

Witness:-

- 1.
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