PUBLISHING LICENCE

This Licence Agreement is made and entered on this___________ day of ______________ Two Thousand and __________ between the President of India acting through Surveyor General of India, Survey of India (SOI), Ministry of Science & Technology, Govt. of India, having office at Hathibarkala Estate, Dehra Dun-248 001, hereinafter referred to as SOI (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the First Part, and the ______________ (Name & address will be given subsequently), an Indian Individual / an Indian Organisation / an Indian Company incorporated under Companies Act 1956 and having its registered office at _____________________ duly represented through ___________________ _authorised representative of the Company hereinafter referred to as Licensee (which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators, executors, liquidator, successors and permitted assigns) of the Second Part.

Whereas the SOI is the National Mapping & Surveying agency engaged in surveying and mapping of whole country including towns, villages, cities and states and in publishing topographical & general purpose maps in analogue and digital form.

And whereas SOI is the owner of its digital map data and its copyrights;

And whereas the LICENSEE has been allowed to reproduce, and use the material owned by the SOI for its business use.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

SCOPE & TERMS OF THE Licence AGREEMENT

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   Copy means each individual copy of the same Publication.

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

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*Licence Fee* means the reproduction charges in respect of all copies of a single publication.

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

*Proscribed Changes* means changes in SOI mapping with regard to internal and external administrative boundaries and depiction of Vital Areas and Vital Points as intimated by MOD vide their letter No. 2(7)2003-D (GSIII) Vol.III dtd. 26\textsuperscript{th} sept. 2005.

*Publication* means the publication described in the Schedule to this Licence which may be either for sale or distributed free of charge. This may include, but is not limited to, books, newsletters, leaflets, brochures, catalogues, journals, cycle leaflets and rally event publications.

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4.2 The Licensee shall not at any time conduct Licensee’s business in a manner, which would reflect unfavorably on SOI Mapping and on the good name and reputation of the SOI;

4.3 The Licensee shall not either with the Licensee or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of SOI Mapping or SOI or other practices, which may be detrimental to SOI Mapping or SOI;

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4.5 The Licensee shall ensure that no proscribed changes take place in the SOI maps under any circumstances. The Licensee further agrees that any proscribed changes will render him liable to criminal proceedings without prejudice to termination of agreement and/or payment of fine, which will be minimum 2 times the cost of the data and may increase up to 10 times.

4.6 The Licensee undertake to use SOI mapping only for permitted use.

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6.4 Trademark Acknowledgement: The Licensee shall ensure that the name ‘Survey of India’ and any other trade marks must show the appropriate trade mark notation and shall not tamper with or remove any trade mark symbols or notices.

6.5 Notification of intellectual property right infringements: If the Licensee becomes aware of any infringements of SOI intellectual property rights (including but not limited to any infringement of copyright or trade marks) by any third party, the Licensee shall notify SOI as soon as practicably possible of full details of any such infringement or suspected infringement. The Licensee hereby agrees to give any reasonable help at the request of SOI to take action against such third party.

7. **Licence fee**

7.1 The licence fee specified on the front cover of this licence applies in respect of single publication only. SOI reserves the right to vary the amount of the licence fee for subsequent publications.

7.2 The Licence fee plus taxes as applicable shall be payable entirely as advance to SOI.

7.3 The licence fee in respect of each Publication will be calculated on the amount of SOI Mapping in the Licensee’s publication and the number of copies of the Licensee’s Publication to be printed. The prices used in the calculation of the Licence fee are set out in Appendix of this Licence.

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7.5 There will be no refund of all or any part of the Licence Fee in the event that the Licensee does not sell or distribute all Copies of the Publication.
8  Changes to this licence
SOI has the right to change the rules and terms of this licence at any time by giving written notice to the Licensee of those changes.

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

10.  Transferring rights and responsibilities
10.1 This Licence is personal to the Licensee and the Licensee may not assign or 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.

16. **Non-Waiver**

Failure by either party, to exercise any rights under this Agreement in any one or more instances shall not constitute waiver of such rights or other rights in any other instance.
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

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<td>For and on behalf of the Licensee duly authorized vide resolution of the Board of Directors of________________(The Licensee)</td>
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