

Please observe**Notices:**

Italicized texts are optional or alternative proposals

Marked texts are place holders

Blue: Only contract 'internal use'

Red: Only contract 'external use (exploitation)'

[: Remarks

Lizenzgeber

GZ: Geschäftszeichen

Anschrift

PLZ Anschrift

WWW

License Agreement concerning the Use of Geo basis and Geo specialist data as well as Geo services des Lizenzgebers

Between the **Freistaat ... / Land .../Freie Hansestadt .../Freie und Hansestadt ...**, represented by the **Name des Lizenzgebers**

(referred to in the following as Licensor)

and

Name des Lizenznehmers

Anschrift

PLZ Ort

(referred to in the following as Licensee).

1. Subject matter of the Agreement

1.1. The subject matter of the agreement is

the provision of geo data (geo basis data and geo specialist data, referred to in the following as : Data) and Geo services (referred to in the following as: Services) of the Licensor in accordance with the **Annex Data/Services**.

the granting of the right to internal use of data and services for internal tasks of the Licensee.

the granting of the right to exploit the data and services pursuant to the **Annex Exploitation** by the Licensee for the following purpose: **Vervielfältigung / Verbreitung / Ausstellung / Öffentliche Zugänglichmachung / Umgestaltung (Bearbeitung) durch [Konkretisierung der Verwertung]**.

1.2. *Internal use of data and services is made exclusively for the following purpose: **Besonderer Nutzungszweck bei eingeschränkter Nutzung**.*

2. Rights and Duties of the Licensor

2.1. The Licensor provides the Licensee with the data and services pursuant to 1.1 for the first time at the latest **10 Arbeitstage** after the signing of this agreement. *The following part deliveries are agreed: [specific definitions].*

2.2. In so far as such is agreed in accordance with the **Annex data/Services**, the Licensor provides the Licensee with updated data at agreed intervals.

2.3. The Licensor informs the Licensee immediately in the case of delay of delivery, failure of the services used by the Licensee or quality defects identified in the data.

2.4. *[Rights which the Licensee has to grant to the Licensor, alternative clauses for PPP contracts]*

a) *[for transfer by the Licensee:]*

The Licensee grants the Licensor the right to internally use data and service as well as derived products of the Licensee **zu Testzwecken in angemessenem Umfang**.

- b) [for exclusive distribution by the Licensor (services relationship):
The Licensor receives all rights to data enriched by the Licensee pursuant to No. 3.3.
- c) [for data enrichment by the Licensee and joint distribution:]
The Licensor receives the right to pass on data enriched by the Licensee pursuant to No. 3.3, in addition to the Licensee, to end users and sub-licensees and to grant them **ein internes Nutzungsrecht** for such products in accordance with this agreement.
- d) [for integration in products of the Licensee and joint distribution]
The Licensor receives the right to pass on data integrated into products by the Licensee pursuant to NO. 3.3 to end users and sub-licensees, in addition to the Licensee, and to grant them **ein internes Nutzungsrecht** for the products in accordance with this agreement.

2.5. The Licensor may refuse approval of use **oder Verwertung** of data and services or grants such with respective conditions if reasons related to public safety so require. In such a case, the parties will negotiate in good faith on an adjustment of the financial regulations agreed on.

3. Rights and Duties of the Licensee

3.1. The Licensee receives a non-exclusive right, **zeitlich auf die Vertragsdauer befristetes** to internally use data and services in accordance with the **Annex Data/Services zur Erfüllung des in Nr. 1.1 angegebenen Nutzungszwecks**.

[Alternatively for exploitation use]

The Licensee uses the data and services provided internally exclusively for the execution of the purpose of use specified.

3.2. The Licensee undertakes to observe the terms of use pursuant to the **Annex AGBN**, unless specified otherwise in this agreement. In the case of contradiction in the terms between this agreement and the Annex AGBN, the terms of this agreement apply. Any use exceeding that specified in this agreement and the terms of use requires written approval from the Licensor.

3.3. [Alternatives for detailing the exploitation right pursuant to No.1.1c)]

The Licensee receives a non-exclusive exploitation right, **zeitlich auf die Vertragsdauer befristetes**, with regard to the exploitation of data **und Dienste** in accordance with the terms of this agreement as follows:

to provide such as information free of charge for end users;

to deliver these unchanged for payment to end users (third parties) and to grant these an internal right of use for the data;

to deliver to end users (third parties) in reworked, enriched form (products) and to grant these an internal right of use for the products;

to integrate them into own products, to deliver these together to end users /third parties) and to grant these an internal right of use for the products or services;

to integrate them into own products or services, to deliver these to end users and **Unterlizenznehmer (Dritte)**, and to grant these **ein internes Nutzungsrecht** for the products or services.

The form and scope of exploitation by the Licensee is defined in accordance with the terms of the **Annex Exploitation**.

3.4. Granting of rights of use by the Licensee to third parties by the Licensee pursuant to No. 3.3 is made in accordance with the terms of use defined in this agreement. The Licensee must commit third parties by means of contract to observe the terms of use.

3.5. The Licensee advertises the data and products pursuant to No. 3.3. in consultation with the Licensor.

3.6. The Licensee organizes contractual and technical arrangements to ensure that the data integrated in the products and services of the Licensee pursuant to No. 3.3 cannot be separated, extracted and used independently by third parties.

3.7. For exploitations of any kind, the Licensee attaches a visible Source reference **gemäß der Anlage Verwertung in Absprache mit dem Lizenzgeber**.

3.8. *The Licensee exempts the Licensor from any claims of third parties within a scope covered by law.*

4. Joint Duties

- 4.1. The agreement parties will work together in a trustworthy atmosphere.
- 4.2. The agreement partners undertake to treat all agreement contents made accessible and known in the scope of this contract confidentially and to use such content exclusively for the contractually defined purposes. The parties will not make such content accessible, partly or wholly, to third parties (third parties in terms of this regulation include employees of the agreement partners not involved in this project). Individual pieces of information may be passed on to third parties after written approval has been received from the other agreement partner.

5. Financial Regulations

- 5.1. The amount of payments at the time of the coming into effect of this agreement is defined in the **Annex Payments**. The Licensee undertakes to ensure correct and punctual payment of payments arising.
Alternative: Provision and use of data and services is free of charge.
- 5.2. *Exploitation of data is unentgeltlich, gegen Entgelt for third parties. The amount to be paid to the Licensor for delivery to third parties is beträgt [Betrag] ergibt sich aus der Anlage Entgelte.*
- 5.3. *The Licensee pays a share of the sales revenue received from the exploitation of data to the Licensor. The amount of the share to be paid is X Prozent des Umsatzes des Lizenznehmers gem. § 277 Abs. 1 HGB.*
- 5.4. *Accounting is based on the sales revenue of the Licensee declared quartalsweise halbjährlich jährlich. Such declarations are made at the latest 1 month after Quartalsabschluss Halbjahresabschluss Jahresabschluss. The declarations contain individual lists in tabular form concerning data sales and rights of use granted to third parties mit Angabe des jeweiligen Nutzers , des Abgabedatums , des Nutzungsumfangs (Fläche, Daten).*
- 5.5. *Accounting for the provision and updating of data by the Licensee is always made together with the delivery of data. Accounting for invoicing of exploitation by the Licensee is based on the declarations pursuant to No.5.4, always after receipt [Zeitraum].*
- 5.6. *The Licensor is entitled to have the income/sales revenue generated on the basis of this agreement audited at the Licensee's by an auditor in terms of § 319 HGB. If such an audit results in a complaint concerning the income/sales revenue, the Licensee bears the costs for such an audit.*
- 5.7. *On expiry or ordinary termination of an agreement, the Licensee retains the rights pursuant to No. 3 for the data surrendered to him until the expiry date and which have been correctly paid for, in accordance with the conditions defined in the Annex Payments.*

6. Duration, Termination

- 6.1. This agreement comes into effect mit ihrer Unterzeichnung durch die Vereinbarungspartner zum [Datum].
- 6.2. The duration of this agreement is fünf Jahre ein Jahr. The duration commences on the coming into effect of the agreement and is renewed on expiry of this duration by one year respectively, unless it has been terminated in writing observing a period of sechs Monaten prior to respective expiry. The time-bound right of termination on the part of the Licensor requires an important reason. On expiry or termination of the agreement, the rights and duties of the Licensee pursuant to No. 3 not restricted in terms of time continue to apply with regard to the data provided up to that time.
- 6.3. The agreement can be terminated in writing without notice for an important reason by each of the agreement partners. An important reasons especially exists if the other partner violates a substantial duty defined in the contract and does not fulfil such duty after being requested to do so twice. Written request is not required in the case of initiation of insolvency proceedings or in the case of general insolvency on the part of the Licensee.
- 6.4. If the Licensor is entitled to terminate the agreement pursuant to No. 6.3 on account of culpable conduct on the part of the Licensee, all rights granted to the Licensee expire. The data provided up to the time of termination are to be deleted. Such deletion is to be verified in writing.

6.5. Existing payment obligations are not affected before expiry of the agreement.

7. Contact partners

7.1. The Licensor appoints the following contact partners:

- for contract issues: Name, Telefon, E-Mail, Anschrift
- for technical issues: Name, Telefon, E-Mail, Anschrift

7.2. The Licensee appoints the following contact partners:

- for contract issues: Name, Telefon, E-Mail, Anschrift
- for technical issues: Name, Telefon, E-Mail, Anschrift

8. Final Clauses

- 8.1. Amendments and supplements to this agreement must be made in writing. No verbal collateral agreements have been made. *Item 1.2 of the Annex AGNB is not affected.*
- 8.2. The parties agree that the invalidity or unenforceability of individual regulations does not affect the overall validity of the agreement. If individual regulations are invalid or unenforceable, the parties undertake to work together in good faith to find an appropriate regulation for both parties. The latter also applies to the closing of any legal gaps.
- 8.3. *This License Agreement is written in German and English. In the case of any contradictions between the German the English text of this License Agreement, the German text applies.*

9. Annexes

The following annexes are part of this agreement:

Annex Data / Services

Annex General terms for the Provision and Use of geo Data, Geo data services and Products (Annex AGNB)

Annex Payments

Annex Exploitation

Annex Data format description, Version X.X

Annex Translation of this License Agreement

Signatures

Town, date

Ort

.....

.....

Licensor

Licensee

Annex Data /Services of License Agreement: Example

No.	Data and Services	Type of Use	Data format	Data update [interval]	Maximum number of work stations [if cost-relevant]	Data author / Provider	Other Remarks [Property areas / Levels / Level of accuracy]
1	Geo basis data						
1.1	Digital Landscape model ATKIS® (ATKIS® - Basis-DLM)	Data reference	Shape	annual	50	Surveying Agency	
1.2	Topographic Chart (DTK) 1:50.000	Online retrieval	WMS				
1.3	Digital Orthophoto (DOP) 0.4m ground resolution	Online retrieval	WMS				
1.4	House coordinates (HK)	Online retrieval	WFS/G				
2	Geo specialist data						
2.1	Protected areas	Online retrieval	WMS			Environment Agency	
2.2	Standard land value data	Online retrieval	WMS			Administrative districts	
3	Geo services						
2.1	Information service e.g. BayernAtlas	Viewing			50	Surveying Agency	
2.2	Order service ALKIS-online	Online retrieval	diverse			Surveying Agency	
2.3	Web Mapping Service (WMS)	Online retrieval				Surveying Agency/Environment Agency	
2.4	Web Feature Service / Gazetteer (WFS/G)	Online retrieval				Surveying Agency	

Agreement area: Bayern

Area: 70500 km²

Annex data/Services of the License Agreement: Example
Optional or as alternative to Overview: Detailed specifications

(if appl., prepared automatically)

Data specification	
For Annex Data/Services No.	
Product :	<i>DTK1000 - Digital Topographic Map 1:1.000.000</i>
Data type :	<i>Seamless geo-referenced raster data</i>
Content :	<i>Waters (Layer 3) Relief (Layer 4 + 12)</i>
Geo referencing :	<i>Gauß-Krüger illustration in 3. Meridian strip (median meridian 9°) Ellipsoid Bessel, Date Potsdam</i>
Spatial division :	<i>Rectangle</i>
Coordinates system Rectangular box:	<i>Gauß-Krüger illustration in 3. Meridian strip (median meridian 9°) Ellipsoid Bessel, Date Potsdam</i>
Area section rectangular box) :	<i>(3275550,5516756) : (3505469,5771691)</i>
Area :	<i>57489 km²</i>
Resolution :	<i>160 Pixel/cm (406 dpi)</i>
Data format :	<i>TIFF-LZW, colour depth Bit, RGB range</i>
Data carrier :	<i>CD-ROM (ISO 96609)</i>
Service and Accounting	
Type of data update:	<i>No update / total dataset / difference dataset</i>
Update interval	<i>No Update,/1 year/2years</i>
Number of work stations	<i>max. 20 work stations</i>
Payments/Fees	
Basic payment/fee (first supply of data	€
Basic payment/fee (supply of updated data) ¹	€

¹Payments/fees in accordance with the status of cost regulations at the time of conclusion of the agreement

Annex Payments for License Agreement

Payments for Use pursuant to No. 5 of the License Agreement

No.	Data and Services	Type of Use	Maximum number of work stations [if cost-relevant]					Remarks
1	Geographic reference data							
1.1	Digital Landscape model ATKIS® (ATKIS® - Basis-DLM)	Data reference						
1.2	Topographic Map (DTK) 1:50.000	Online retrieval						
1.3	Digital Orthophoto (DOP) 0.4m ground resolution	Online retrieval						
1.4	House coordinates (HK)	Online retrieval						
2	Thematic geographic data							
2.1	Protected areas	Online retrieval						
2.2	Standard land value data	Online retrieval						
3	Geo services							
2.1	Information service e.g. BayernAtlas	Viewing						
2.2	Order service ALKIS-online	Online retrieval						
2.3	Web Mapping Service (WMS)	Online retrieval						
2.4	Web Feature Service / Gazetteer (WFS/G)	Online retrieval						

Annex Exploitation for License Agreement

[optional, for detailed description on type/scope/restrictions of use of exploitation]

- Data on form of exploitation:
(Data, products, customer group, description of service, restrictions of exploitation etc.)
- Individual organization