

Sample License Agreements „Geospatial Data“**version 5.0****status: 31 October 2023, effective from 09 June 2024****Please note:**

Black: Standard

*Green: Regulations for affiliated companies (optional)**Blue: Regulations for sublicensing (optional)**Red: Regulations for reselling (optional)**Italic texts are optional or alternative proposals****Highlighted texts are placeholders***

[: Remarks

Drafts of License Agreements that have been drawn up on the basis of this sample always require a final review for the specific individual case (especially for completeness and consistency), since it is not possible to provide a universal sample for all conceivable cases. In individual cases, it may be necessary to regulate aspects beyond what is provided for in this sample. This is the responsibility of the authority using the sample for its purposes.

Lizenzgeber

GZ: Geschäftszeichen

Anschrift

PLZ Anschrift

WWW

Licence Agreement concerning the Use of Geospatial Data des Lizenzgebers

Between the **Freistaat ... / Land .../Freie Hansestadt .../Freie und Hansestadt ...**, represented by
the **Name des Lizenzgebers**
(hereinafter called Licensor)

and

Name des Lizenznehmers**Anschrift****PLZ Ort**

VAT-ID:

(hereinafter called Licensee).

1. Subject Matter of the Agreement

The subject matter of this agreement is the provision of geospatial data in every form (e.g. digital, analog, online, offline, in services, in products) of the Licensor in accordance with the **Annex on Geospatial Data/Fees**, as well as:

- 1.1. the granting of the right to internal use of the geospatial data for internal tasks of the Licensee *including affiliated companies in accordance with articles 271 (2) and 290 of German Commercial Code (Handelsgesetzbuch - HGB) or article 15 of German Stock Corporation Act (Aktiengesetz - AktG) and*
- 1.2. the granting of the right to external use of the geospatial data pursuant to the **Annex on Geospatial Data/Fees** by the Licensee *including affiliated companies in accordance with articles 271 (2) and 290 of German Commercial Code (Handelsgesetzbuch - HGB) or article 15 of German Stock Corporation Act (Aktiengesetz – AktG)* for the following purpose of use:

Transfer of the geospatial data in modified form (enrichment) in derived products or derived services of the Licensee *including the right /without the right to sublicense.*

- 1.3. *the granting of the right to transfer the geospatial data in unmodified form (reselling) by the Licensee pursuant to the **Annex on Geospatial Data/Fees**.*

2. Rights and Duties of the Licensor

- 2.1. The Licensor provides the Licensee with the geospatial data pursuant to No. 1 for the first time at the latest **10 Arbeitstage** after the signing of this agreement.
- 2.2. The Licensor provides the Licensee with updated data at the agreed intervals in so far as this is agreed in accordance with the **Annex on Geospatial Data**.

- 2.3. The Licensor informs the Licensee immediately *in written form* in the case of delay of delivery of the geospatial data, failure of the services used by the Licensee or data quality defects that have become evident.

3. Rights and Duties of the Licensee

- 3.1. The Licensee is granted a non-exclusive, **perpetual right / right restricted to the duration of this agreement** to use the geospatial data provided pursuant to the **Annex on Geospatial Data/Fees** for the purpose of use specified in No. 1.1, 1.2 **and 1.3**.
- 3.2. The Licensee commits himself to comply with the terms of use pursuant to the **Annex on the AGBN**, unless specified otherwise in this agreement. In the case of contradictions between this agreement and the **Annex on the AGBN**, the terms of this agreement shall prevail. Any kind of use going beyond the contents of this agreement and the conditions of use requires the prior consent of the Licensor in *written/text* form.
- 3.3. Specification of the rights granted pursuant to No. 1:

The Licensee is granted the right to use the geospatial data:

3.3.1 for internal tasks of the Licensee *including affiliated companies in accordance with articles 271 (2) and 290 of German Commercial Code (Handelsgesetzbuch - HGB) or article 15 of German Stock Corporation Act (Aktiengesetz – AktG),*

3.3.2 *to integrate it in modified form (enrichment) into own derived products or derived services, to deliver it together with these to end users and to grant them an internal right of use for the derived products or derived services concerned.*

[and in case of sublicensing]

to integrate it in modified form (enrichment) into own derived products or derived services, to deliver it together with these to sublicensees and to grant them an external right of use for the derived products or derived services concerned.

3.3.3 *to deliver it in unmodified form for a consideration exclusively to end users and to grant them an internal right of use for the geospatial data as well as an external right of use to integrate it in modified form (enrichment) into own derived products or derived services without the right to sublicense (re-selling).*

The type and scope of use by the Licensee are subject to the provisions of the **Annex Geospatial Data/Fees**.

- 3.4. The granting of usage rights to third parties by the Licensee pursuant to No. 3.3 is effected in accordance with the terms of use defined in this agreement. The Licensee shall bind such third parties by contract to terms as restrictive as the terms contained in this agreement.

4. Joint Duties

- 4.1. The parties of this agreement will work together in a spirit of trust.
- 4.2. The parties of this agreement commit themselves to treat any non-public information that has been made accessible or become known within the scope of this agreement as strictly confidential and to use such confidential information exclusively for the purposes specified by the agreement and not to make it available, either fully or in part, directly or indirectly, to third parties (third parties within the meaning of this regulation include employees of the parties to the agreement not involved in this project). Individual pieces of information may be passed on to third parties with the written consent of the respective other party. These regulations do not apply inasmuch as a legal obligation to transfer the information to third parties exists (e.g. for reasons of fiscal law or pursuant to the **German Federal Act Governing Access to Information held by the Federal Republic of Germany the Land...**, which states that information must be provided on request regarding the content, scope and period of use of the data provided as well as the amount of the fee to be paid for this purpose).

5. Financial Regulations

- 5.1. The amounts and time of the fees to be paid by the Licensee are obtained in the **Annex on Geospatial Data/Fees**.
- 5.1.1 Billing for the purposes of use pursuant to No. 1.1 and 1.2 is based on the **Annex on Geospatial Data/Fees**. *The sublicensees (name, address) must be reported to the Licensor in writing.*

5.1.2 *Billing for the purpose of use pursuant to No. 1.3 (reselling) is based on the Licensee's reselling sales revenue, which is reported quarterly / semi annually / annually in accordance with the **Annex on Geospatial Data/Fees**. Such declarations are made one month after Quartalsabschluss / Halbjahresabschluss / Jahresabschluss at the latest. The reports contain itemised lists in tabular form about the geospatial data delivered and the number of resales for the geospatial data specified in the **Annex on Geospatial Data/Fees**.*

- 5.2 Invoicing by the Licensor for billing pursuant to No. 5.1.1 is done *with the data delivery but only once a year/with entering into force of this agreement/on [date]*.

[For transfer in EU member states and other countries with Reverse Charge]

As this is a provision of the geospatial data in a tax-free intra-Community delivery from Germany to other EU member states / to Norway / to Switzerland/... no value added tax will be charged for the geospatial data (Reverse Charge).

[For transfer in other third countries]

The recipient/Licensee commits himself to pay the VAT in accordance with the tax regulations applicable at the company's headquarters autonomously (tax liability of the recipient).

Reselling by the Licensee is invoiced based on the reports pursuant to No. 5.1.2 generally [period of time] after their receipt.

- 5.3 Following the expiry or proper notice of termination of this agreement pursuant to No. 6.3., the Licensee retains the rights pursuant to No. 3 to the geospatial data that had been provided to him up until the expiry date and that has been correctly paid for in accordance with the conditions defined in the **Annex on Geospatial Data/Fees**, subject to regulations in No. 6.5.

6. Duration, Termination

- 6.1. This agreement will enter into force *upon the day of signature by the parties of this agreement zum [Datum]*. *With coming into force of this agreement, the previous agreement [name or number] between the Licensor and the Licensee of [date] will be cancelled.*
- 6.2. The duration of this agreement will be *ein Jahr*. The duration starts with its coming into force and after this period shall be extended by *one year* at a time.
- 6.3. *Each party of this agreement can terminate this agreement in written with a period of notice of sechs Monaten prior to expiry. After termination of the agreement, the rights and duties of the Licensee pursuant to No. 3 that are not limited in time continue to be valid with regard to the data provided.*
- 6.4. The agreement can be terminated in writing without prior notice for a substantial reason by each party of this agreement. A substantial reason exists, in particular, if the respective other party infringes an essential obligation defined in the agreement (*in particular Nos. 2, 3 or 5.1. [as well as others]*) and does not fulfil this obligation even after receiving two written requests. In the case of a general inability to pay or insolvency proceedings initiated against the Licensee no such written request is necessary
- 6.5. If the Licensor is entitled to terminate the agreement pursuant to No. 6.4 as a result of culpable conduct on the part of the Licensee, all rights granted to the latter will expire.
- 6.6. Existing payment obligations are not affected by the termination of the agreement.
- 6.7. *This agreement can be transferred without consent of the Licensee (insert name) with all rights and duties from the Licensor (insert name) to another organizational unit of the Land "name of Land" or another Land, which takes over the tasks of the central cross-national distribution agency "name of the central office" for the surveying authorities of the Laender of the Federal Republic of Germany.*

7. Contact persons

- 7.1. The Licensor appoints the following contact person:
- for contract-related issues: *Name, Telefon, E-Mail, Anschrift*
 - for technical issues: *Name, Telefon, E-Mail, Anschrift*
 - for invoicing issues: *Name, Telefon, E-Mail, Anschrift*
- 7.2. The Licensee appoints the following contact person:
- for contract-related issues: *Name, Telefon, E-Mail, Anschrift*

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

- for invoicing issues: **Name, Telefon, E-Mail, Anschrift**

8. Final Provisions

- 8.1. Changes and additions to this agreement must be made in **writing/text form**. No verbal collateral agreements have been made. *Item 1.2 of the **Annex on the 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 prove to be 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 gaps or omissions.
- 8.3. *This Licence Agreement is written in German and English. In the event of any contradictions between the German text and the English text of this Licence Agreement, the German text prevails.*

9. Annexes

The following annexes constitute an integral part of this agreement:

Annex on Geospatial Data/Fees

Annex on the General Terms and Conditions for Provision and Use of Geospatial Data (AGNB)

Annex on Data Format Description, Version **X.X**

Annex on the Translation of this Licence Agreement

10. Signatures

Place:

Place

Date:

Date

.....
Licensor

.....
Licensee

Name:

Name:.....

Title:

Title:.....

Annex on Geospatial Data/Fees **Example**

1. Datenspezifikation	
Product(s):	Official House Coordinates of Germany (HK-DE) Official Building Polygons of Germany (HU-DE)
Data type:	Geo-referenced vector data
Content:	Information of the German real estate cadastre
Geo referencing:	HK-DE: ETRS89/UTM in zone 32 HU-DE: ETRS89/UTM in zone 32 and zone 33
Spatial division:	HK-DE: nationwide HU-DE: nationwide
Data format(s):	HK-DE: text file with latin characters in UNICODE; character encoding: UTF-8 HU-DE: Shape
Data provision:	Download service

2. Basis for billing	
Type of data update:	HK-DE: total data records HU-DE: total data records
Update interval:	HK-DE: semi annual HU-DE: annual
Types of use(s)	Internal use (HK-DE, HU-DE) External use: <ul style="list-style-type: none"> Transfer in unmodified form (reselling) (HK-DE, HU-DE). Transfer in modified form (enrichment) in derived products or derived services without the right to sublicense (HU-DE) Transfer in modified form (enrichment) in derived products or derived services including the right to sublicense (HK-DE)

3. Fees			
The amount of fees is calculated according to the AdV-Fee Directive (AdV-GR) in the version valid at the time the geospatial data is distributed.			
Use	Geospatial data	Fee	VAT
Annual fee for the right to internal use and external use to transfer in modified form (enrichment) in derived products and derived services without the right to sublicense	HK-DE	6.000,00 € p.a.	xxx €
	HU-DE	4.000,00 € p.a.	xxx €

3. Fees

The amount of fees is calculated according to the AdV-Fee Directive (AdV-GR) in the version valid at the time the geospatial data is distributed.

Use	Geospatial data	Fee	VAT
<i>Additional annual fee for extending the transfer in modified form (enrichment) in derived products and derived services to include the right to sublicense:</i> <ul style="list-style-type: none"> <i>The sublicensees shall not be named by the licensee.</i> <i>The transfer of the derived products and/or derived services takes place not exclusively to end users.</i> 	HK-DE	18.000,00 € p.a.	xxx €
Additional annual fee for reselling	HK-DE HU-DE	60% of the fee according to the AdV-GR	VAT share corresponding to the reported revenue according to the quarterly/ semi-annual/annual declarations

4. Further explanations on use

Naming of the sublicensees	ABC GmbH, Hauptstraße 2, 12345 Neustadt oder: Naming is done in a document (ANNEX [...])
Date protection regulations	