

Mandatory Content of the Provisions for the Use of a Geospatial Data Set and Procedures for the Receipt of a Permit for the Use

*Issued pursuant to
Section 25, Paragraph seven of
the Geospatial Information Law*

General Provisions

1. This Regulation prescribes:

1.1. the requirements which shall be mandatorily indicated by the holder of a geospatial data set (hereinafter – data holder) in the provisions for the use of the geospatial data set (hereinafter – the provisions for the use); and

1.2. the procedures by which a public authority or private individual who needs to use a geospatial data set shall receive a permit from the data holder for the use of the geospatial data set (hereinafter – the permit).

2. This Regulation shall not apply to the following cases:

2.1. if a geospatial data set is used, without downloading it, with such view services available at the National Uniform Geospatial Information Portal (hereinafter – the geoportal) www.geolatvija.lv which make it possible to display, navigate, zoom in and zoom out, pan the viewable geospatial data set, display legend information of the geospatial data set and any relevant content of metadata, but do not allow to overlay the viewable geospatial data set with other geospatial data sets;

2.2. if a geospatial data set is used, without downloading it, with such view services available at the geoportal www.geolatvija.lv which make it possible to overlay the viewable geospatial data sets, and if the data holder has given its consent to the administrator of the geoportal, to include the geospatial data set in such view services.

3. The permit is a licence issued or a licensing agreement concluded within the meaning of the Copyright Law regarding the use of a geospatial data set, which contains provisions for the use specified by the data holder. A public authority or private individual may become a user of a geospatial data set (hereinafter – data user), if they agree with the provisions for the use, by receiving a licence or concluding a licensing agreement. Within the meaning of the licence or licensing agreement, the data holder and data user shall be the licensor and licensee accordingly.

4. This Regulation shall be applied in case of joint use of a geospatial data set or re-use of a geospatial data set.

5. A data user has the right to use a geospatial data set for such purposes only and in such manner only as indicated in the provisions for the use.

6. If a data user is a public authority or private individual employing employees, its duty is to ensure administratively and managerially that all the employees thereof comply with the provisions for the use.

II. Mandatory Content of the Provisions for the Use

7. According to the purpose for the use of a geospatial data set and type thereof, there shall be the following types of provisions for the use:

- 7.1. the provisions for the use for an end-user;
- 7.2. the provisions for the use for a provider of services; and
- 7.3. the provisions for the use for a disseminator of data.

8. The provisions for the use permit an end-user to use a geospatial data set exclusively for the needs thereof without the right to use it for provision of services or to transfer it for use to a third party.

9. The provisions for the use permit a provider of services to use a geospatial data set for the own needs thereof and to include it in the services provided by the data user, but without the right to transfer the geospatial data set for use to a third party.

10. The provisions for the use permit a data disseminator to use a geospatial data set for the own needs thereof, to include it in the services provided by the data user and to transfer it for use to a third party.

11. Within the meaning of this Regulation, use for one's own needs shall be ensuring of the internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of the internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for own private needs.

12. Within the meaning of this Regulation, a third party shall be any person other than a data holder or data user.

13. Regardless of the type of the provisions for the use of a geospatial data set, the mandatory content of the provisions for the use shall comprise the following:

13.1. the name of the geospatial data set and the identifier allocated to the data holder, which unambiguously identifies the geospatial data set;

13.2. the description of the geospatial data set containing information characterising exactly the geospatial data set and making it possible to identify it unambiguously according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

13.3. the technical specification of the geospatial data set, including the geospatial data set legend, codes or classifications, and the technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

13.4. the relation to the uniform national classification system of geospatial objects described in the technical specification, if the geospatial data set contains the basic data of geospatial information;

13.5. the basic requirements for the protection of the copyright of the data holder, including an indication regarding the amount of the copyright protection, and the basic requirements for the economic rights of the data holder;

13.6. the time period and territory of the permit validity;

13.7. the purpose and type of the use of the geospatial data set according to the request;

13.8. the rights for the use of the geospatial data set according to the type of the provisions for the use, including:

13.8.1. the permitted activities with the geospatial data set and restrictions related to such activities;

13.8.2. the provisions for the preparation, publication, communication to the public and dissemination of geospatial information derived from the geospatial data set and of other derivative final products and compounds;

13.8.3. the duty to provide information regarding the use of the geospatial data set upon the request of the data holder;

13.8.4. the duty of the end-user and provider of services to forward according to the jurisdiction the requests of a third party regarding the use of the geospatial data set to the data holder;

13.9. the requirements for depicting the copyright protection symbol of the data holder, indicating the way the copyright protection symbol of the data holder and the copyright protection symbol of the author of geospatial data derived from the geospatial data set and other type of derivative products and compounds shall be depicted;

13.10. the responsibility of the data holder and data user; and

13.11. the provisions for the permit becoming invalid, comprising the provisions for the termination and revocation of the permit, the procedures and time periods for submitting claims, as well as the rights of the data holder, if the permit is being terminated or revoked due to the violation of the provisions for the use included in the permit of the data user.

14. The permit for the use of a geospatial data set shall contain the technical specification referred to in Sub-paragraph 13.3 of this Regulation, or the website (home page of the data holder) address where this information is available to the public shall be indicated therein.

15. The data holder shall, in addition to the duties referred to in Paragraph 13 of this Regulation, include in the mandatory content of the provisions for the use of the provider of services and data disseminator a condition that the data user shall, upon the request of the data holder, submit thereto a geospatial data product derived from the geospatial data set of the data holder and another type of derivative product, as well as copies of compounds, services or advertising products, or shall ensure free access to them in the browser mode for a limited time period. The data holder has the right to use the copies of derivative products and compounds referred to in this Paragraph or access in the online browser mode for controlling the use of the geospatial data set only, in order to ascertain that the provisions for the use are observed.

16. The data holder shall, in addition to the duties referred to in Paragraphs 13 and 15 of this Regulation, include in the mandatory content of the provisions for the use of the data disseminator a condition that the data user having a permit to disseminate the geospatial data set of the data holder (hereinafter – data disseminator) is entitled to provide a third party with a permit for accessing the geospatial data set of the data holder and disseminating it upon the request of the third party, if the third party has previously agreed to the provisions for the use. In this case, the data disseminator shall issue and the third party shall receive a relevant permit regarding the use of the geospatial data set of the data holder or the sub-licence within the meaning of the Copyright Law (hereinafter – subordinate licence).

17. The data disseminator shall have the following provisions for the use in respect of the issuance of the subordinate licence:

17.1. the data disseminator shall, at least once a quarter or within seven days after request of the data holder, provide the data holder with information regarding the subordinate licences issued during the relevant time period, indicating information regarding the recipient and date of issue of the subordinate licence, the description and purpose of use of the geospatial data set included in the subordinate licence, appending the copies of the subordinate licences issued;

17.2. the data disseminator shall issue and the third party shall receive the subordinate licence drawn up in a written form, where the mandatory provisions for the use of the geospatial data set shall be included according to the purpose for which the subordinate licence is being issued:

17.2.1. if the subordinate licence is being issued for using it for the needs of the third party, the subordinate licence shall comprise the following provisions for the use:

17.2.1.1. the third party has the right to use the geospatial data sets referred to in the subordinate licence in order to obtain, prepare or process geospatial information for the own needs, as well as to make public, publish or disseminate in another way free of charge the newly-created geospatial information derived from the geospatial data set, which has been created by this third party, in such a form and type which do not allow to download or access the original geospatial data set of the data holder or part thereof in any other way regardless of the data format and type;

17.2.1.2. within the scope of the subordinate licence the third party does not have the right to use the geospatial data set of the data holder for provision of services, to further make public, publish or further disseminate the geospatial data set of the data holder in another way;

17.2.1.3. within the scope of the subordinate licence the third party shall ensure depiction of the copyright symbol of the data holder, observing the provisions for depicting the copyright symbol included in the subordinate licence;

17.2.1.4. within the scope of the subordinate licence the third party has the duty to provide a requester with information regarding the use of the geospatial data set not later than within seven days, upon the request of the data holder or data disseminator;

17.2.2. if the public authority or private individual as the data disseminator transfers the geospatial data set for a definite time period to the third party on condition that the third party shall, based on the contract, carry out activities with the geospatial data set, in order to derive new geospatial information or other new products or compounds from the geospatial data set in electronic or analogue form for the person's needs referred to in Paragraph 11 of this Regulation, the subordinate licence shall comprise the following provisions for the use:

17.2.2.1. within the scope of the subordinate licence the third party has the right to use the geospatial data set transferred thereto for a specific purpose only, for executing the tasks specified in the subordinate licence;

17.2.2.2. within the scope of the subordinate licence the third party does not have the right to use the geospatial data set of the data holder for provision of services, to further make public, publish or further disseminate the geospatial data set of the data holder in another way;

17.2.2.3. within the scope of the subordinate licence the third party shall ensure depiction of the copyright symbol of the data holder, observing the provisions for depicting the copyright symbol included in the subordinate licence;

17.2.2.4. within the scope of the subordinate licence the third party has the duty to provide a requester with information regarding the use of the geospatial data set not later than within seven days, upon the request of the data holder or data disseminator;

17.2.2.5. within the scope of the subordinate licence the third party has the right to use the geospatial data set transferred thereto during the limited time period only until the tasks specified in the subordinate licence are executed, and following the end of the

subordinate licence term has the duty to immediately discontinue the use of the geospatial data set, destroy the geospatial data set transferred and all the copies thereof;

17.3. the data disseminator may issue to the third party a subordinate licence:

17.3.1. only for such geospatial data sets which the data holder has permitted to use to the data disseminator according to the permit issued;

17.3.2. for using the geospatial data sets only in such territory where the use of the relevant geospatial data sets is permitted for the data disseminator.

18. The data holder may, in addition to the mandatory content of the provisions for the use referred to in Paragraphs 13, 15, 16 and 17 of this Regulation, include in the provisions for the use conditions complying with the status of the geospatial data set (for example, confidential information or information for service needs) or with the nature of the activity of the data user, including the requirements for data protection for safety reasons and protection of data of natural persons, if the use of the geospatial data set concerns the relevant fields, as well as other conditions, observing the requirements for the use of geospatial data sets provided for in regulatory enactments.

19. If it is anticipated that the data user shall receive the geospatial data set by using download services, network services or within a specific time period after receiving the permit (upon a special request or periodically), in addition to the mandatory content of the provisions for the use referred to in Paragraphs 13, 15, 16 and 17 of this Regulation the provisions for the use shall contain conditions for accessing the geospatial data set comprising the procedures by which the data user shall access the geospatial data set, including the types of access, rights and duties of the data user and data holder, *force majeure* conditions, time period during which access to the geospatial data set is to be ensured, the procedures for the settlement of disputes and other conditions necessary for ensuring the access regulation.

20. If a fee is intended for the use of a geospatial data set, the data holder shall, in addition to the mandatory content of the provisions for the use referred to in Paragraphs 13, 15, 16 and 17 of this Regulation, include the following in the provisions for the use:

20.1. the procedures for payment and settlement for the use of the geospatial data set, observing the legal regulation for the public paid services of the data holder;

20.2. the requirement that the data disseminator shall at least once a quarter pay the data holder for the subordinate licences permitting to use the geospatial data sets of the data holder, which were issued to third parties, by calculating the fee according to the price list specified by the data holder for the use of the geospatial data sets.

21. If the public authority or private individual as the data disseminator transfers the geospatial data set for a specific time period to the third party on condition that the third party shall, based on the contract, carry out activities with the geospatial data set in order to derive new geospatial information or other new products or compounds from the geospatial data set in electronic or analogue form for the person's needs referred to in Paragraph 11 of this Regulation, the requirements referred to in Sub-paragraph 20.2 of this Regulation shall not be applied.

22. If the provisions for the use are applied to bodies and institutions of the European Union, they shall contain the requirements regarding harmonised conditions for the access of the bodies and institutions of the European Union to geospatial data sets and services of the Member States in compliance with the regulatory enactments of the European Commission regarding the implementation of Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE).

23. One and the same provisions for the use may be applied to several geospatial data sets of one data holder, if the requirements and conditions included in the provisions for the use are the same for all the geospatial data sets included in the provisions for the use.

III. Receipt of the Permit for the Use

24. In order to receive a permit for the use of a data set, the data user shall submit to the data holder a request for the use of the geospatial data set (hereinafter – use request), indicating information in compliance with Annex 1 to this Regulation.

25. The data holder shall ensure the preparation and accessibility of a standardised form for the use request in electronic form on the Internet site (home page of the data holder).

26. The data holder shall prepare the use request form in compliance with the sample of the request form content specified in Annex 1 to this Regulation.

27. The information referred to in Sub-paragraphs 13.1, 13.2 and 13.3 of this Regulation shall be obtained in the request form from metadata of the relevant geospatial data set.

28. The use request form may be completed and submitted to the data holder electronically or in a hard copy.

29. If access to a geospatial data set is ensured by using the geoportal www.geolatvija.lv, an identified user of the geoportal shall complete and submit the use request form electronically by using the authentication means available at the geoportal.

30. When reviewing a use request, the data holder may apply the restrictions for provision of geospatial information specified in regulatory enactments.

31. The data holder shall not issue the permit, if the submitter of the use request has not met the requirements for completing and submitting a use request referred to in this Regulation.

32. Taking into consideration the information regarding the status of the requester of a geospatial data set, the necessary geospatial data, the purpose of use thereof and the type of use, which is indicated in the use request, the data holder shall determine the appropriate type of the provisions for the use and identify joint use or re-use of the geospatial data set.

33. In case of joint use, the data holder shall, taking into consideration the information included in the use request, in compliance with the requirements of Chapter II of this Regulation, prepare the relevant permit with the following conditions:

33.1. if the data holder and data user constantly co-operate in the use of geospatial data sets for execution of their functions and tasks based on an interdepartmental agreement or co-operation contract, and if it is not necessary to specify the procedures for payment and settlement for the use of the geospatial data set, and the conditions for accessing the geospatial data set are not needed, the data holder shall, depending on the type of the provisions for the use, prepare a co-operation contract or interdepartmental agreement, by using:

33.1.1. the standard licence form for the use of the geospatial data set for the end-user (Annex 2);

33.1.2. the standard licence form for the use of the geospatial data set for the provider of services (Annex 3);

33.1.3. the standard licence form for the use of the geospatial data set for the data disseminator (Annex 4);

33.2. if the data holder and data user constantly co-operate in the use of geospatial data sets for execution of their functions and tasks based on an interdepartmental agreement or co-operation contract, but it is necessary to determine the procedures for payment and settlement for the use of the geospatial data set or conditions for accessing the geospatial data set, the data holder shall, depending on the type of the provisions for the use, prepare a co-operation contract or interdepartmental agreement, by using:

33.2.1. the standard licence contract form for the use of the geospatial data set for the end-user (Annex 5);

33.2.2. the standard licence contract form for the use of the geospatial data set for the provider of services (Annex 6);

33.2.3. the standard licence contract form for the use of the geospatial data set for the data disseminator (Annex 7).

34. In case of joint use, if due to the nature of the geospatial data set or conditions for accessing the geospatial data set, it is impossible to use the standard licence form or standard licence contract form when preparing an interdepartmental agreement or co-operation contract, the mandatory content of the provisions for the use shall be included in the conditions of the interdepartmental agreement or co-operation contract in compliance with the requirements of Chapter II of this Regulation.

35. In case of the re-use, the data holder shall, observing the requirements of Chapter II of this Regulation and information included in the use request, prepare the relevant permit with the following conditions:

35.1. if it is not necessary to determine the procedures for payment and settlement for the use of the geospatial data set, and the conditions for accessing the geospatial data set are not needed, the data holder shall, depending on the type of the provisions for the use, prepare and issue the permit with a separate licence, by using:

35.1.1. the standard licence form for the use of the geospatial data set for the end-user (Annex 2);

35.1.2. the standard licence form for the use of the geospatial data set for the provider of services (Annex 3);

35.1.3. the standard licence form for the use of the geospatial data set for the data disseminator (Annex 4);

35.2. if the procedures for payment and settlement for the use of the geospatial data set have been determined, or the conditions for accessing the geospatial data set are needed, the data holder shall, depending on the type of the provisions for the use, prepare and issue the permit with a licence contract, by using:

35.2.1. the standard licence contract form for the use of the geospatial data set for the end-user (Annex 5);

35.2.2. the standard licence contract form for the use of the geospatial data set for the provider of services (Annex 6);

35.2.3. the standard licence contract form for the use of the geospatial data set for the data disseminator (Annex 7).

36. In case of re-use, if due to the nature of the geospatial data set or conditions for accessing the geospatial data set, it is impossible to use the standard licence form or standard licence contract form, the data holder shall prepare and issue the permit with another type of contract, including therein the mandatory content of the provisions for the use in compliance with the requirements of Chapter II of this Regulation.

37. The subordinate licence shall be prepared and issued by including therein the mandatory content of the provisions for the use in compliance with Sub-paragraphs 17.2.1 and 17.2.2 of this Regulation.

38. The data holder shall ensure access to the provisions for the use of the data holder, standard licence form and standard licence contract form (including to the provisions for accessing the geospatial data set) in electronic form on the Internet site (on the home page of the data holder).

39. The data holder shall, within 20 days after receipt of a use request, based on the type of information exchange specified in the use request (in a hard copy or electronically, by using the electronic mail), send the submitter of the use request for signing the licence for the use of the geospatial data set, licence contract or another contract prepared in compliance with the requirements of this Regulation, or shall request clarification of the necessary information. If the data holder rejects the request, it has the duty to substantiate the reason for rejecting.

40. The licence, licence contract or another contract prepared in compliance with the requirements of this Regulation shall be concluded in writing. The referred to document may be signed electronically, by observing the requirements of the regulatory enactments regarding the circulation of electronic documents or by using the services available on the home page of the data holder.

41. If submission of a use request and issuance of the permit are ensured by using the geoportal infrastructure, the data holder and geoportal administrator shall co-operate, based on a mutually concluded agreement in compliance with the requirements of the regulatory enactments regarding the use of information included in the geoportal.

42. In the agreement document referred to in Paragraph 41 of this Regulation the data holder and geoportal administrator shall agree on the extent of co-operation in the use of the geoportal, including on the procedures for submitting a request and issuing the permit, the procedures for circulation of payment documents and for settlement, as well as the conditions for accessing the geospatial data set by using the geoportal.

43. In compliance with the provisions of the agreement referred to in Paragraph 41 of this Regulation the geoportal administrator shall ensure the receipt of the use request and issue of the permit to the following extent:

43.1. the geoportal shall, after receipt of the use request, automatically prepare the licence, licence contract or another contract, taking into consideration the information indicated in the use request and the provisions of Chapter II of this Regulation;

43.2. the geoportal shall ensure the possibility for an identified user of the geoportal to approve, by agreeing to the provisions for the use, the prepared licence, licence contract or another contract, by using the authentication means available at the geoportal;

43.3. the geoportal shall automatically prepare the payment documents regarding the use of data and ensure the data user with access thereto;

43.4. the geoportal shall, after payment, ensure access to the geospatial data sets indicated in the licence, licence contract or another contract, concluded in compliance with the requirements of this Regulation, by using the geospatial information services available at the geoportal.

IV. Closing Provisions

44. The data holder shall commence fulfilment of the requirements referred to in Paragraphs 33, 34, 35, 36, 37 and 38 of this Regulation not later than on 19 October 2011.

45. All the permits for the use of geospatial data sets issued until the day of coming into force of this Regulation shall be valid until the end of the time period indicated therein, but not longer than until 18 April 2013. This requirement shall not apply to such permits for the use of geospatial data sets in which the term has not been specified and which comply with the provisions for the use of the end-user within the meaning of this Regulation (do not provide for the provisions which allow the data user use geospatial data sets in services in digital form or transfer them to the third parties).

46. If the data holder and data user are an institution or body of the European Union, which for execution of their functions and tasks already co-operate in the use of geospatial data sets on the day of coming into force of this Regulation based on the contract, the data holder and data user shall not later than by 19 October 2011 include in the contract additional provisions depending on the type of the provisions for the use:

46.1. if the fee for the use of the geospatial data set has not been determined and the conditions for accessing the geospatial data set are not needed, additional provisions shall be included in the contract, which are provided for:

46.1.1. in the standard licence form for the use of the geospatial data set for the end-user (Annex 2);

46.1.2. in the standard licence form for the use of the geospatial data set for the provider of services (Annex 3);

46.1.3. in the standard licence form for the use of the geospatial data set for the data disseminator (Annex 4);

46.2. if the procedures for payment and settlement for the use of the geospatial data set have been determined, or the conditions for accessing the geospatial data set are needed, additional provisions shall be included in the contract, which are provided for:

46.2.1. in the standard licence contract form for the use of the geospatial data set for the end-user (Annex 5);

46.2.2. in the standard licence contract form for the use of the geospatial data set for the provider of services (Annex 6);

46.2.3. in the standard licence contract form for the use of the geospatial data set for the data disseminator (Annex 7).

47. If the data holder and data user are not an institution or body of the European Union, which for execution of their functions and tasks already co-operate in the use of geospatial data sets on the day of coming into force of this Regulation based on the interdepartmental agreement or co-operation contract, the data holder and data user shall not later than by 1 July 2012 include in the interdepartmental agreement or co-operation contract additional provisions depending on the type of the provisions for the use:

47.1. if it is not necessary to determine the procedures for payment and settlement for the use of the geospatial data set, and the conditions for accessing the geospatial data set are not needed, additional provisions shall be included in the interdepartmental agreement or co-operation contract, which are provided for:

47.1.1. in the standard licence form for the use of the geospatial data set for the end-user (Annex 2);

47.1.2. in the standard licence form for the use of the geospatial data set for the provider of services (Annex 3);

47.1.3. in the standard licence form for the use of the geospatial data set for the data disseminator (Annex 4);

47.2. if the procedures for payment and settlement for the use of the geospatial data set have been determined, or the conditions for accessing the geospatial data set are needed, additional provisions shall be included in the interdepartmental agreement or co-operation contract, which are provided for:

47.2.1. in the standard licence contract form for the use of the geospatial data set for the end-user (Annex 5);

47.2.2. in the standard licence contract form for the use of the geospatial data set for the provider of services (Annex 6);

47.2.3. in the standard licence contract form for the use of the geospatial data set for the data disseminator (Annex 7).

48. In the case referred to in Paragraph 47 of this Regulation the data holder may prepare a new co-operation contract or interdepartmental agreement in compliance with the requirements of Paragraphs 33 and 34 of this Regulation, if it is impossible to supplement the co-operation contract or interdepartmental agreement already concluded between the data holder and data user or it is not useful to do so.

49. The requirements referred to in Paragraph 22 of this Regulation shall be fulfilled by observing the deadlines specified in regulatory enactments issued by the European Commission and provisions for the implementation of these regulatory enactments.

50. The functionality of the geoportal infrastructure necessary for the fulfilment of the requirements referred to in Paragraphs 29, 41, 42 and 43 of this Regulation shall be ensured by the geoportal administrator not later than by 1 September 2012.

51. The requirements referred to in Sub-paragraph 13.4 of this Regulation shall come into force in six months after approving of the uniform national classification system of geospatial objects.

52. The requirements referred to in Paragraphs 25, 26, 27 and 39 of this Regulation shall be fulfilled by observing the grants allocated to the data holder from the State or local government budget for the execution of the task.

Informative Reference to the European Union Directives

This Regulation contains legal norms arising from Directive 2007/2/EC of the European Parliament and of the Council of 14 March 2007 establishing an Infrastructure for Spatial Information in the European Community (INSPIRE).

Prime Minister

V. Dombrovskis

Deputy Prime Minister,
Minister for Defence

A. Pabriks

Content of the Form for the Geospatial Data Set Use Request

I. Information regarding the requester

1. Status and representation (*menus shall be indicated with the requester's right to accept one of them*):

1.1. public person:

1.1.1. State institution or another derived person, except local government (*all the menus shall be completed*):

1.1.1.1. name _____

1.1.1.2. legal address _____

1.1.1.3. representing official (position, given name, surname) and the basis of the representation rights _____

1.1.2. local government or local government institution (*all the menus shall be completed*):

1.1.2.1. name _____

1.1.2.2. legal address _____

1.1.2.3. representing official (position, given name, surname) and the basis of the representation rights _____

1.2. private individual:

1.2.1. legal person (also an individual merchant, unlimited partnership, limited partnership, capital company, limited liability company, joint stock company) (*all the menus shall be completed*):

1.2.1.1. name _____

1.2.1.2. registration number _____

1.2.1.3. legal address _____

1.2.1.4. representing official (position, given name, surname) and the basis of the representation rights _____

1.2.2. natural person (*all the menus shall be completed*):

1.2.2.1. given name, surname _____

1.2.2.2. personal identification number _____

1.2.2.3. declared address _____

2. Bank account details (*all the menus shall be completed*):

2.1. name and code of the requester's bank _____

2.2. bank account number of the requester _____

3. Contact details for the processing, clarification of the request, for concluding and executing the licence or licence contract (*at least the mandatory menus, which are marked with "*", shall be completed*):

3.1. given name*

(mandatory menu, if does not match with the name of the natural person indicated in Sub-paragraph 1.2)

- 3.2. surname*
(mandatory menu, if does not match with the name of the natural person indicated in Sub-paragraph 1.2)
-
- 3.3. position*
(except natural persons)
-
- 3.4. telephone or mobile telephone*
-
- 3.5. e-mail address
(mandatory menu, if the menu referred to in Sub-paragraph 4.1 has been accepted*)
-
- 3.6. fax
-
4. Type of information exchange with the submitter of the use request (one of the menus shall be accepted):
- 4.1. in writing to the postal address
(address referred to in Sub-paragraph 1.1.1.2, 1.1.2.2, 1.2.1.3 or 1.2.2.3)
- 4.2. electronically to the e-mail address
(address referred to in Sub-paragraph 3.5)

II. Information regarding the necessary geospatial data requested (geospatial data set)

5. Name of the geospatial data set (menus shall be indicated with the requester's right to accept one or several menus according to the data at the disposal of the holder of the geospatial data set)

6. Description of the geospatial data set (menus shall be indicated with the requester's right to accept one or several menus according to the data at the disposal of the holder of the geospatial data set – format, type, size, territory, etc.)

III. Information regarding the purpose and way of use of the geospatial data (geospatial data set)

7. Purpose of use of the geospatial data set (menus shall be indicated with the requester's right to accept one or several menus according to the status of the requester):
- 7.1. State institution or another derived person, except the local government:
- 7.1.1. for executing functions and tasks specified in regulatory enactments (indicate which functions and tasks shall be executed), which are not related to the provision of services
- 7.1.2. for the provision of services, in which the geospatial information derived from the geospatial data set of the data holder or another type of derivative final products and compounds are used
- 7.1.3. for the provision of services, in which the geospatial data set of the data holder in non-derived form is used
- 7.1.4. for transferring for the use to the third parties
- 7.2. local government or local government institution:
- 7.2.1. for executing functions and tasks specified in regulatory enactments (indicate which functions and tasks shall be executed), which are not related to the provision of services
- 7.2.2. for the provision of services, in which the geospatial information derived from the geospatial data set of the data holder or another type of derivative final products and

- compounds are used
- 7.2.3. for the provision of services, in which the geospatial data set of the data holder in non-derived form is used
- 7.2.4. for transferring for the use to the third parties
- 7.3. legal person (also an individual merchant, unlimited partnership, limited partnership, capital company, limited liability company, joint stock company):
- 7.1.3. for using it for the legal person's needs and execution of tasks not related to the provision of services or dissemination of the geospatial data set
- 7.3.2. for executing the functions and tasks of the State administration delegated to a legal person (*indicate which functions and tasks shall be executed and the regulatory enactment which is the basis thereof*)
- 7.3.3. for the provision of services, in which the geospatial information derived from the geospatial data set of the data holder or another type of derivative final products and compounds are used
- 7.3.4. for the provision of services, in which the geospatial data set of the data holder in non-derived form is used
- 7.3.5. for transferring for the use to the third parties
- 7.4. natural person:
- 7.4.1. for the use for private needs not related to the dissemination of the geospatial data set
- 7.4.2. for the provision of services, in which the geospatial information derived from the geospatial data set of the data holder or another type of derivative final products and compounds are used
- 7.4.3. for the provision of services, in which the geospatial data set of the data holder in non-derived form is used
- 7.4.4. for transferring for the use to the third parties
8. The type of use of the geospatial data set (*the way of using and transferring or disseminating the geospatial data shall be indicated, or a product or service for the creation of which the geospatial data or geospatial information, products or compounds derived from it will be used shall be indicated*)

IV. Information regarding the way of receiving the geospatial data (geospatial data set)

9. Way of receiving the geospatial data set (*menus shall be indicated with the requester's right to accept one of them*):

9.1. by using an electronic data carrier

(menus shall be indicated with the requester's right to accept one of the menus, by indicating the possible ways of data transfer, for example, hard disk drive (HDD), DVD or another data carrier)

9.2. by using the download service, which allows to download the geospatial data set or to directly connect to it via the data exchange server (FTP server)

9.3. by using the network service _____
(address of the data publishing portal)

(menus shall be indicated with the requester's right to accept one of the menus, by indicating the possible types of network services, for example, Web Map Service).

10. Receipt of the geospatial data set by using an electronic data carrier (*menus shall be indicated only in case if the requester has accepted an electronic data carrier as the way of receiving the data*):

10.1. possible time of receiving the geospatial data set (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

10.1.1. in a single deliverable within ____ working days

10.1.2. upon an individual current request within _____ working days following the request. Total time period of the receipt of the service _____ (in months, years)

10.1.3. periodically _____ times _____ (per year, month). Total time period of the receipt of the service _____ (in months, years)

10.2. type of the electronic data carrier (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

10.2.1. the geospatial data set will be received on the electronic data carrier of the data holder, for which a price will be specified when concluding the licence contract or making the order

10.2.2. the geospatial data set will be received on the electronic data carrier of the data requester, which will be handed over by the requester to the service provider within _____ working days

10.3. possible way of receiving the geospatial data set (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

10.3.1. by using postal services – in a registered postal item or with delivery upon signature (additional charge will be specified for the delivery)

10.3.2. by using courier services (additional charge will be specified for the delivery)

10.3.3. in person, by arriving at the address of the holder of the geospatial data set

11. Receipt of the geospatial data set by using the download service (*menus shall be indicated only in case if the requester has accepted the download service as the way of receiving the data*):

11.1. constant IP address from which the requester will make the connection in order to use the download service ____ . ____ . ____ . ____ (*shall be indicated, if the requester may technically ensure a constant IP address*)

11.2. possible time of receiving the geospatial data set (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

11.2.1. in a single deliverable within ____ working days

11.2.2. at an individual current request within _____ working days following the request, the total time period of the receipt of the service _____ (in months, years)

11.2.3. periodically _____ times _____ (per year, month). Total time period of the receipt of the service _____ (in months, years)

12. Receipt of the geospatial data by using the network service (*menus shall be indicated only in case if the requester has accepted the network service as the way of receiving the data*):

12.1. constant IP address (or range of IP addresses) from which the requester will make the connection(-s) in order to use the network service ____ . ____ . ____ . ____ (*shall be indicated according to the services provided by the geospatial data holder*)

12.2. possible way of receiving the geospatial data set

(*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*)

12.3. total time period of the receipt of the service

Information regarding the receipt of the invoice

13. Type of the invoice receipt (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

13.1. by sending an electronically signed one to the e-mail address of the user of the geospatial data set

13.2. by sending it in writing to the legal or declared address of the user of the geospatial data set

13.3. by sending it in writing to the legal or declared address of the user of the geospatial data set and electronically (*menus shall be indicated with the requester's right to accept the one which conforms to the services provided by the geospatial data holder*):

13.3.1. to the fax number of the user of the geospatial data set

13.3.2. to the e-mail address of the user of the geospatial data set

13.4. in person, by arriving at the address of the holder of the geospatial data set

Deputy Prime Minister,
Minister for Defence

A. Pabriks

**Standard Licence Form
for the Use of the Geospatial Data Set for the End-user**

Licence

Issued by _____
(name of the institution, position, given name, surname of the person representing the institution,
_____ (hereinafter – Licensor)
basis of the representation rights)

and received
by _____
(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;
_____ (hereinafter – Licensee)

for a natural person – the given name, surname, personal identification number)
for using the geospatial data sets in compliance with the provisions of the licence.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedures for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the

Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with a signature (or a secure electronic signature) on the licence or licence contract that it agrees to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence shall have unlimited term of validity or be valid until the revocation thereof or the day of expiry in the cases specified in the licence.

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____
(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for its own needs and only for the purpose specified in this licence, in the form and type specified in this licence, without the right to use it for the provision of services or to transfer for the use of the third party. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory

enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in the electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, for its own needs to carry out activities with the geospatial data set of the Licensor permitted for use to the Licensee, in order to obtain, prepare or process geospatial information or other products or compounds derived from the geospatial data set of the Licensor, on condition that the geospatial information of the Licensor or products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed this way are not made public, published or disseminated in such a form and way which allow to obtain the original geospatial data set of the Licensor.

4.4. The Licensee has the right, for the purpose of use specified in this licence, for its own needs to make public, publish or disseminate geospatial information obtained, prepared or processed from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor prepared by the Licensee in the amount permitted in this licence, only in a way not allowing to download or access in any other way and use the geospatial data set of the Licensor or part thereof regardless of the data format and type. If geospatial information is being made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.5. The rights to make public, publish or disseminate in any other way (including to transfer to the third parties) the geospatial data set of the Licensor or part thereof in the electronic or analogue form are not transferred with this licence, except the right to make public the products or compounds derived from the geospatial data set of the Licensor in the way specified in Paragraph 4.3 of this licence and in the amount directly permitted in this licence.

4.6. The licence does not give the Licensee the right to use the geospatial data set for provision of services, using it for commercial purposes or to further make public, publish or disseminate in any other way to the third parties.

4.7. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.8. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven) calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

5. Depicting of the copyright symbol

5.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor, indicating the relevant information in the following form:

The following has been used for the data preparation *<name of the geospatial data set>*
(Author: © *<Licensor>*, *<year of first publication>*).

5.2. If the Licensee makes public the information specified in Paragraph 5.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 5.1 of this licence shall be depicted directly in the information made public.

5.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 5.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 5.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

5.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

6. Liability

6.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

6.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

6.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor's copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 7 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

7. Termination of the licence

7.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used anymore. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

7.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

7.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

7.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

8. Other provisions of the licence

(Additional information included by the Licensor)

Licensor	Licensee
<hr/> <p>(name of the institution, legal address)</p>	<hr/> <p>(name of the institution, legal address, registration No.)</p>
<hr/> <p>(position, given name, surname of the authorised official)</p>	<hr/> <p>(position, given name, surname of the person (authorised person))</p>
<hr/> <p>(signature of the authorised official)</p>	<hr/> <p>(signature of the person (authorised person))</p>

Deputy Prime Minister,
Minister for Defence

A. Pabriks

Standard Licence Form for the Use of the Geospatial Data Set for the Provider of Services

Licence

Issued by _____
(name of the institution, position, given name, surname of the person representing the institution,
(hereinafter – Licensor)
_____ basis of the representation rights)

and received
by _____
(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;
(hereinafter – Licensee)
_____ for a natural person – the given name, surname, personal identification number)

for using the geospatial data sets in compliance with the provisions of the licence.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedures for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the

Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with a signature (or a secure electronic signature) on the licence or licence contract that it agrees to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence is valid _____ years or until the day of its revocation or
(number in words)
termination in the cases specified in the licence.

(right to extend the licence)

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____
(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for the purpose specified in this licence, in the form and type specified in this licence, in order to obtain, prepare or process geospatial information for the own needs, and is allowed to include it in the services provided by the Licensee without the right to transfer the geospatial data set for use to a third party. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, to make public, publish or disseminate in any other way geospatial information derived from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed by the Licensee in the amount permitted in this licence, by using the geospatial data set(-s) of the Licensor, only in a way not allowing to download or access in any other way and use the original geospatial data set or part thereof regardless of the data format and type. If geospatial information is being made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.4. The rights to make public, publish or disseminate in any other way (including to transfer to the third parties) the geospatial data set of the Licensor or part thereof in electronic or analogue form are not transferred with this licence, except the right to make public, publish or disseminate in any way for commercial or non-commercial purposes the geospatial information or other products or compounds derived from the geospatial data set of the Licensor in the way specified in Paragraph 4.3 of this licence and in the amount permitted in this licence.

4.5. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.6. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven) calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

4.7. The Licensee shall forward to the Licensor, according to the jurisdiction, without delay the requests of a third party regarding access to the geospatial data set(-s) of the Licensor and use thereof.

4.8. The Licensee has a duty to submit to the Licensor free of charge, upon the request, copies of derivative products, compounds, services or advertising products prepared by the Licensee from the geospatial data set or ensure access thereto for a limited time period in online browser mode. The Licensor has the right to use copies of derivative products, compounds, services or advertising products prepared from the geospatial data set or access thereto in online browser mode only for controlling the use of the geospatial data set.

5. Depicting of the copyright symbol

5.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial data set and the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor and copyright of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set, by indicating the relevant information in the following form:

5.1.1. reference to the copyright of the Licensor shall be depicted, indicating the relevant information in the following form:

<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>).

5.1.2. reference to the copyright of the Licensor or authors of other geospatial information or other products or compounds derived from the geospatial data set, indicating the relevant information in the following form:

The following has been used for the data preparation *<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>).*

5.2. If the Licensee makes public the information specified in Paragraph 5.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 5.1 of this licence shall be depicted directly in the information made public.

5.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 5.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in the dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 5.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

5.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the

geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

6. Liability

6.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

6.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

6.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor's copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 7 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

7. Termination of the licence

7.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used anymore. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

7.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

7.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

7.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

8. Other provisions of the licence

(Additional information included by the Licensor)

Licensor

Licensee

<hr/> <p>(name of the institution, legal address)</p>	<hr/> <p>(name of the institution, legal address, registration No.)</p>
<hr/> <p>(position, given name, surname of the authorised official)</p>	<hr/> <p>(position, given name, surname of the person (authorised person))</p>
<hr/> <p>(signature of the authorised official)</p>	<hr/> <p>(signature of the person (authorised person))</p>

Deputy Prime Minister,
Minister for Defence

A. Pabriks

Standard Licence Form for the Use of the Geospatial Data Set for the Data Disseminator

Licence

Issued by _____
(name of the institution, position, given name, surname of the person representing the institution,

(hereinafter – Licensor)
_____ basis of the representation rights)

and received
by _____
(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;

(hereinafter – Licensee)

_____ for a natural person – the given name, surname, personal identification number)
for using the geospatial data sets in compliance with the provisions of the licence.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedures for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen

regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with a signature (or a secure electronic signature) on the licence or licence contract that it agrees to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence is valid _____ years or until the day of its revocation or
(number in words)

termination in the cases specified in the licence

(right to extend the licence)

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____

(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for the purpose specified in this licence, in the form and type specified in this licence, in order to obtain, prepare or process geospatial information for the own needs, is allowed to include it in the services provided by the Licensee and transfer the geospatial data set(-s) specified in this licence for use to the third parties. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in the electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, to make public, publish or disseminate in any other way geospatial information derived from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed by the Licensee in the amount permitted in this licence, by using the geospatial data set(-s) of the Licensor, only in a way not allowing to download or access in any other way and use the original geospatial data set or part thereof regardless of the data format and type. If geospatial information is made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 6 of this licence.

4.4. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 6 of this licence.

4.5. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven) calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

4.6. The Licensee has a duty to submit to the Licensor free of charge, upon the request, copies of the derivative products, compounds, services or advertising products prepared by the Licensee from the geospatial data set or ensure access thereto for a limited time period in the online browser mode. The Licensor has the right to use copies of the derivative products, compounds, services or advertising products prepared from the geospatial data set or access thereto in the online browser mode only for controlling the use of the geospatial data set.

4.7. The Licensee has the right, upon the request of a third party, to permit the third party to access the geospatial data set(-s) of the Licensor and use it, if the third party has previously agreed to the provisions for the use of the geospatial data sets of the Licensor. In this case the Licensee shall issue and the third party shall receive the relevant sub-licence for the use of the geospatial data sets of the Licensor in compliance with the provisions referred to in Paragraph 5 of the licence (hereinafter – subordinate licence).

4.8. Following the issue of the subordinate licence in compliance with the requirements specified in Paragraph 4.7 of this licence, the Licensee shall at least once a quarter or within 7 (seven) days following the request of the Licensor provide information regarding the subordinate licences issued during the relevant time period, indicating information regarding the recipient of the subordinate licence and date of issue, the description and purpose of use of the geospatial data set included in the subordinate licence, appending the copies of the subordinate licences issued.

5. Provisions of the subordinate licence

5.1. The Licensee shall, prior to permitting access to the geospatial data set(-s) of the Licensor, issue and the third party shall receive the subordinate licence drawn up in writing, containing the provisions for the use of the geospatial data set(-s) according to the purpose for which the subordinate licence is being issued.

5.2. If the Licensee issues the subordinate licence to a third party for using it for its own needs, the subordinate licence shall comprise the following provisions for the use:

5.2.1. indication that the third party has the right to use the geospatial data set(-s) referred to in the subordinate licence in order to obtain, prepare or process geospatial information for the own needs, as well as to make public, publish or disseminate in another way free of charge the newly-created geospatial information derived from the geospatial data set, which has been created by this third party, in such a form and type which do not allow to download or access in any other way the original geospatial data set of the data holder or part thereof regardless of the data format and type;

5.2.2. indication that within the scope of the subordinate licence the third party does not have the right to use the geospatial data set for provision of services, to further make public, publish or further disseminate in another way the geospatial data set;

5.2.3. indication that within the scope of the subordinate licence the third party shall ensure depicting of the copyright symbol of the Licensor, observing the provisions for depicting the copyright symbol and the requirements referred to in Paragraph 6 of this licence;

5.2.4. indication that the third party has a duty, upon the request of the Licensor or Licensee, to provide information to the requester regarding the use of the geospatial data set(-s) within the time period of not more than 7 (seven) days, so that the Licensor can ascertain that it is used in compliance with the provisions of this licence;

5.2.5. indication that the third party has a duty to prevent violations of the use of the copyright or subordinate licence specified by the Licensor or Licensee.

5.3. If the Licensee temporarily transfers the geospatial data set(-s) to the third party on condition that the third party shall, based on the contract, carry out activities with the geospatial data set(-s) in order to derive new geospatial information or other new products or compounds from it (them) for the needs of the Licensee in electronic or analogue form, the subordinate licence shall comprise the following provisions for the use:

5.3.1. indication that the third party has the right to use the geospatial data set(-s) transferred thereto for the specific purpose only, for executing the tasks specified in the subordinate licence;

5.3.2. indication that within the scope of the subordinate licence the third party does not have the right to use the geospatial data set(-s) for provision of services, to further make public, publish or further disseminate it in another way;

5.3.3. indication that within the scope of the subordinate licence the third party shall ensure depicting of the copyright symbol of the Licensor, observing the provisions for depicting the copyright symbol and the requirements referred to in Paragraph 6 of this licence;

5.3.4. indication that within the scope of the subordinate licence the third party has a duty, upon the request of the Licensor or Licensee, to provide information regarding the use of the geospatial data set(-s) within the time period of not more than 7 (seven) days, so that the Licensor can ascertain that it is used in compliance with the provisions of this licence;

5.3.5. indication that the third party has a duty to prevent violations of the use of the copyright or subordinate licence specified by the Licensor or Licensee;

5.3.6. indication that the third party has the right to use the geospatial data set(-s) transferred thereto during a limited time period only until the tasks specified in the subordinate licence are executed, and following the end of the subordinate licence term must immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set transferred and all the copies thereof.

5.4. The Licensee has the right to issue to the third party a subordinate licence only for such geospatial data set(-s) of the Licensor, which may be used by the Licensee in compliance with this licence, and the subordinate licence may be used only in the territory where the Licensee may use the geospatial data sets of the Licensor.

6. Depicting of the copyright symbol

6.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial data set and the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor and copyright of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set, by indicating the relevant information in the following form:

6.1.1. reference to the copyright of the Licensor shall be depicted, indicating the relevant information in the following form:

<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>);

6.1.2. reference to the copyright of the Licensor or authors of other geospatial information or other products or compounds derived from the geospatial data set, indicating the relevant information in the following form:

The following has been used for the data preparation *<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>).*

6.2. If the Licensee makes public the information specified in Paragraph 6.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 6.1 of this licence shall be depicted directly in the information made public.

6.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 6.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 6.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be

depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

6.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

7. Liability

7.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

7.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

7.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor’s copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 8 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

8. Termination of the licence

8.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used anymore. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

8.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

8.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

8.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

9. Other provisions of the licence

(Additional information included by the Licensor)

Licensor

Licensee

(name of the institution, legal address)

(name of the institution, legal address,
registration No.)

(position, given name, surname of the
authorised official)

(position, given name, surname of the person
(authorised person))

(signature of the authorised official)

(signature of the person (authorised person))

Deputy Prime Minister,
Minister for Defence

A. Pabriks

Standard Licence Form for the Use of the Geospatial Data Set for the End-user

Licence Contract

(name of the institution, position, given name, surname of the person representing the institution,

(hereinafter – Licensor)

basis of the representation rights)

and
d

(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;

(hereinafter – Licensee)

for a natural person – the given name, surname, personal identification number)

(hereinafter collectively and individually referred to as Parties) conclude this licence contract. In compliance with the licence contract concluded, the Licensor shall issue and the Licensee shall receive the licence for using the geospatial data set(-s) pursuant to the provisions of the licence, as well as the Licensor shall ensure the Licensee with access to the geospatial data set(-s) pursuant to the provisions of the licence contract.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by is the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedures for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the

Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with a signature (or a secure electronic signature) on the licence or licence contract that it agrees to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence shall have unlimited term of validity or be valid until the revocation thereof or the day of expiry in the cases specified in the licence.

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____
(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for its own needs and only for the purpose specified in this licence, in the form and type specified in this licence, without the right to use it for the provision of services or to transfer for the use

of the third party. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in the electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, for its own needs to carry out activities with the geospatial data set of the Licensor permitted for use to the Licensee, in order to obtain, prepare or process geospatial information or other products or compounds derived from the geospatial data set of the Licensor, on condition that the geospatial information of the Licensor or products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed this way are not made public, published or disseminated in such a form and way which allow to obtain the original geospatial data set of the Licensor.

4.4. The Licensee has the right, for the purpose of use specified in this licence, for its own needs to make public, publish or disseminate geospatial information obtained, prepared or processed from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor prepared by the Licensee in the amount permitted in this licence, only in a way not allowing to download or access in any other way and use the geospatial data set of the Licensor or part thereof regardless of the data format and type. If geospatial information is made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.5. The rights to make public, publish or disseminate in any other way (including to transfer to the third parties) the geospatial data set of the Licensor or part thereof in the electronic or analogue form are not transferred with this licence, except the right to make public the products or compounds derived from the geospatial data set of the Licensor in the way specified in Paragraph 4.3 of this licence and in the amount directly permitted in this licence.

4.6. The licence does not give the Licensee the right to use the geospatial data set for provision of services, using it for commercial purposes or to further make public, publish or disseminate in any other way to the third parties.

4.7. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.8. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven)

calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

5. Depicting of the copyright symbol

5.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor, indicating the relevant information:

The following has been used for the data preparation *<name of the geospatial data set>* (Author: © *<Licensor>*, *<year of first publication>*).

5.2. If the Licensee makes public the information specified in Paragraph 5.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 5.1 of this licence shall be depicted directly in the information made public.

5.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 5.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 5.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

5.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

6. Liability

6.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

6.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

6.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory

enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor's copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 7 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

7. Termination of the licence

7.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used anymore. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

7.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

7.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

7.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

8. Other provisions of the licence

(Additional information included by the Licensor, for example, requirements for data protection for safety reasons and protection of personal data)

9. Access to the geospatial data set(-s)

9.1. The Licensor shall ensure for the Licensee with access to the geospatial data set(-s) specified in the licence contract

One or more ways of access mentioned below shall be indicated according to the request:
 by using an electronic data carrier

(electronic data carrier shall be indicated according to the request – hard disk drive (HDD), DVD or another data carrier)

with the download service of the Licensor allowing to download the geospatial data set or connect directly to it, using the data exchange server (hereinafter – FTP server) of the Licensor and the access identification details of the user (user name and password);

with the network service of the Licensor

(type of the network service shall be indicated, for example, *Web Map Service*)

by using the access identification details (user name and password) in the data publishing portal

(address of the data publishing portal shall be indicated)

9.2. Provisions for accessing the geospatial data set(-s), using an electronic data carrier:

9.2.1. The Licensor transfers to the Licensee the geospatial data set(-s) specified in this licence contract on the electronic data carrier

One way of transferring mentioned below shall be indicated according to the request:

in a single deliverable within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within ____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract according to the access schedule specified individually in the licence contract and the provisions for access.

(Annex with the access schedule and provisions for access shall be appended to the licence contract.);

9.2.2. The following is used for receipt of the geospatial data set(-s) specified in the licence contract

One type of an electronic data carrier or way of transferring mentioned below shall be indicated according to the request:

electronic data carrier of the Licensor for which the Licensee shall pay in compliance with the provisions of the licence contract;

electronic data carrier of the Licensee, which shall be handed over to the Licensor within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

(one way of handing over the electronic data carrier mentioned below shall be indicated according to the request)

9.2.3. The Licensor shall transfer to the Licensee the geospatial data set(-s) specified in this licence on the electronic data carrier

One way of handing over the electronic data carrier mentioned below shall be indicated according to the request:

by using postal services, in a registered postal item or with delivery upon signature;

by using courier services;

in person, with Licensee coming to the Licensor's address specified in this licence contract and mutually signing the relevant deed of delivery and acceptance;

9.2.4. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract, using an electronic data carrier, the geospatial data set shall be considered as transferred for use to the Licensee at the moment of signing the deed of delivery and acceptance, when the delivery of the postal item to the Licensee has been recorded (confirmation by the postal body or courier).

9.3. Provisions for accessing the geospatial data set(-s) with the download service of the Licensor or the network service of the Licensor:

9.3.1. if the Licensee, according to the licence contract, receives the geospatial data set with the download service of the Licensor or the network service of the Licensor, the Licensor shall hand over the identification details to the Licensee within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

One way of handing over the identification details mentioned below shall be indicated:

by sending electronically to the e-mail address of the Licensee indicated in the licence contract;

in person, with the Licensee coming to the Licensor's address specified in the licence contract and mutually signing the relevant deed of delivery and acceptance;

9.3.2. if the Licensor has handed over to the Licensee the identification details, sending them electronically to the e-mail address of the Licensee specified in the request of the Licensee or the licence contract, the Licensee shall not later than within _____ (_____) working days send electronically a confirmation to the e-mail address of the Licensor specified in the licence contract regarding the receipt of the identification details;

9.3.3. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the download service of the Licensor, the Licensor shall:

9.3.3.1. specify the FTP server with a fixed Internet protocol (hereinafter – IP) address and hand it over for use to the Licensee for the time period of validity of the licence contract concurrently with the identification details of the FTP server. Access to the FTP server shall be ensured only from the computer of the Licensee with a constant IP address ____ . ____ . ____ . ____ (shall be indicated, if the Licensee may technically ensure it in compliance with the request);

9.3.3.2. due to safety reasons or when receiving a notification of the Licensee regarding loss of the identification details or necessity to change them due to safety or other reasons specified in the licence contract, change the identification details of the FTP server user and hand it over to the Licensee according to the procedures specified in the licence contract;

9.3.3.3. ensure the Licensee with access to the geospatial data set specified in the licence contract with the download service of the Licensor

One way of transferring mentioned below shall be indicated according to the request:

in a single deliverable within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within _____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract, according to the access schedule specified individually in the licence contract and the provisions for access (Annex with the access schedule and provisions for access shall be appended to the licence contract);

9.3.3.4. register the incoming message from the e-mail address or contact telephone of the Licensor specified in the licence contract regarding the detected problems of technical nature, in order to access the geospatial data set(-s), and shall eliminate the causes thereof within not more than _____ (_____) working days, if they are related to the trouble with operation of the Licensor's technical infrastructure and depend on the Licensor. If the problems of technical nature detected do not depend on the Licensor, the Licensee shall be informed thereof within the time period specified in this Paragraph in writing or electronically, using the Licensee's e-mail address indicated in the licence contract;

9.3.3.5. not later than _____ in advance or as soon as possible inform the Licensee regarding the interruptions in access, by sending a notification to the e-mail address indicated in the licence contract;

9.3.4. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the network service of the Licensor, the Licensor shall ensure the Licensee with access to the geospatial data set(-s) specified the licence contract during the time period of validity of the licence contract in compliance with the provisions for access specified individually in the licence contract (Annex with the access schedule and provisions for access shall be appended to the licence contract). Access to the network service shall be ensured from the following computers of the Licensee with a constant IP address ____ . ____ . ____ . ____ (one or several IP addresses (range of addresses) shall be indicated according to the request);

9.3.5. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract with the download service or network service of the Licensor, the geospatial data set shall be considered as transferred for use to the Licensee starting from the moment of signing the relevant deed of delivery and acceptance, when the Licensor has recorded the Licensee accessing the server and geospatial data set of the Licensor (entry in the security log of the Licensor's server – logon files);

9.3.6. when receiving download services of the Licensor or networks service of the Licensor, the Licensee has a duty to observe the following requirements:

9.3.6.1. if the Licensee is an institution or legal person, to hand over the identification details assigned according to the procedures specified in the licence contract only to the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

9.3.6.2. to use the identification details assigned according to the procedures specified in the licence contract only for the purpose of getting access to the geospatial data set(-s) according to the procedures and in the amount specified in the licence contract;

9.3.6.3. not to allow handing over of the identification details to the third parties other than the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

9.3.6.4. not to allow activities aimed at evading or damaging the information systems or security system of the technical infrastructure of the Licensor;

9.3.6.5. to immediately inform the Licensor electronically regarding the necessity to change the identification details, if access to the identification details by a third party has taken place or is possible;

9.3.6.6. to immediately inform the Licensor regarding the detected problems of technical nature in order to access the geospatial data set(-s), sending a relevant notification in writing or to the e-mail address of the Licensor indicated in the licence contract or by calling the Licensor's contact number;

9.3.7. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the download service or network service of the Licensor, the Licensee has the right during the time period of validity of the licence contract to receive updates of the geospatial data set(-s) which are at the disposal of the Licensor and published.

9.4. The Licensee may submit to the Licensor a written claim regarding problems of technical nature in order to access the geospatial data set(-s), if they are related to the problems of technical infrastructure of the Licensor, depend on the Licensor and the Licensor has not eliminated them after the notification of the Licensee according to the procedures specified in this licence contract.

9.5. The Licensor shall not be liable for technical problems in accessing the geospatial data set, if they are related to incorrect or unstable operation of the Licensor's computer technology, computer network, Internet connection or the software used.

9.6. The Licensor does not have a duty to provide the Licensee with software and technical support required for accessing the geospatial data set, using the geospatial data set or executing any other provisions of this licence contract.

9.7. Any access or attempted access of the Licensee to the geospatial data set(-s) of the Licensor, violating the provisions of the licence contract, shall be considered as the violation of the licence contract and copyright of the Licensor and rights of the establisher of the database, and give the Licensor the right to immediately revoke the licence and terminate this licence contract.

10. Force majeure

10.1. The Parties are not subject to liability for partial or complete failure to fulfil the obligations, if it is caused by circumstances not depending on the Parties, as well as decisions or actions of the State authority or superior institutions, which do not allow to fulfil the provisions of the contract, if these circumstances have appeared after conclusion of the licence contract and appearance thereof was not predicted and could not be predicted by the Parties.

10.2. The term for executing the contract may be extended for the time period of *force majeure* events, as well as, upon agreement of the Parties, for the period of time necessary for complete fulfilment of the obligations provided for in the licence contract.

10.3. The Party, who is hindered to fulfil the obligations provided for in the licence contract by *force majeure*, shall warn the second Party regarding the beginning and end of this time period within 3 (three) days following the moment when the referred to Party learns about the beginning and end of the hindrance to fulfilment of the obligations.

11. Payment and procedures for settlement

11.1. With this licence contract access to the geospatial data sets specified in the licence contract is being determined

One of the provisions for payment mentioned below shall be indicated according to the request:

free of charge;

for a fee, according to the provisions of the licence contract and the price list of the paid services of the Licensor

(amount of the fee and division positions with value added tax)

11.2. The fee for accessing the geospatial data sets specified in the licence and the use thereof is determined by

One or several provisions for payment mentioned below shall be indicated:

with a prepayment in the form of a single payment within ____ (_____) working days following the writing out of the Licensor's invoice;

with a prepayment in the form of the subscription fee, according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract);

after accessing the geospatial data set(-s) in the form of subscription fee, taking into consideration the payment schedule and provisions for payment conforming to the amount of the used network service of the Licensor or online service of the Licensor (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract).

11.3. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One of the time periods for writing out the invoice mentioned below shall be indicated according to the provisions for payment:

within ____ (_____) working days following the coming into effect of the licence contract;

by _____ date of each calendar month;

according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract).

11.4. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One way of handing over the invoice mentioned below shall be indicated according to the request:

by sending an electronically signed one to the e-mail address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract and in electronic form

One or more additional ways of handing over the invoice mentioned below shall be indicated according to the request:

to the fax number of the Licensee indicated in the licence contract

to the e-mail address of the Licensee indicated in the licence contract

in person, by Licensee arriving at the Licensor's address specified in the licence contract

11.5. The Licensee shall transfer the fee specified in the licence contract and Licensor's invoice (in lats) to the bank account indicated by the Licensor. Costs for the banking services shall be covered by the Licensee.

11.6. If the Licensee does not pay within the time period and according to the procedures specified in the licence contract, the Licensor has the right, without warning, not to allow or to discontinue the rights of access to the geospatial data set(-s) specified in the licence contract, notifying the Licensee thereof in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

11.7. The Licensor shall renew the rights of access within _____ (_____) working day(-s) after the Licensee has submitted in person or sent in a scanned form to the fax number or e-mail address of the Licensor indicated in the licence contract a copy of the payment order of the Licensor's invoice or printout of the Internet bank payment signed by the payer, which certifies the payment and where the payer can be identified (given name, surname of the payer, name and registration number of the undertaking or institution). If the Licensee has not notified of the payment in the referred to way, the Licensor shall renew the rights of access within _____ (_____) working day(-s) following the receipt of information regarding the appropriately made payment.

11.8. If regulatory enactments are amended or such regulatory enactments are adopted, which are applicable to the legal regulation of the public paid services of the Licensor, the Licensor has the right to change unilaterally the fee and procedures for payment specified in the licence contract. In this case the Licensor shall notify the Licensee thereof at least 30 (thirty) days in advance in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

12. Coming into effect of the licence contract, amendments thereto and expiry thereof

12.1. The licence contract shall come into effect when both Parties have signed it, if not specified otherwise by the provisions of this contract.

12.2. The licence shall be valid

One of the time periods mentioned below shall be indicated according to the request and way of access:

until fulfilment of the obligations specified in the licence contract (shall be indicated, if access has been determined in the form of a single deliverable);

_____ following the coming into effect of this contract.
(shall be indicated according to the request)

12.3. The licence contract may be amended, supplemented or terminated by the mutual agreement of the Parties. All amendments and supplements shall be drawn up in writing and become an integral part of this licence contract.

12.4. Any of the Parties has the right to unilaterally terminate the licence contract, warning about it in writing at least 30 (thirty) days in advance.

12.5. If the Licensee does not fulfil the obligations thereof within the specified time period and according to the prescribed procedures, the Licensor has the right to unilaterally terminate the licence contract, notifying thereof in writing at least 10 (ten) calendar days in advance. In this case the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

12.6. The Licence contract expires when the licence for the use of the geospatial data set expires or when the licence is revoked according to the procedures specified in the licence contract.

12.7. If the Licensor has provided the Licensee with access to the geospatial data set(-s) in the way referred to in Sub-paragraph 9.3.4 of the licence contract and the licence contract is not in effect anymore or is terminated according to the procedures specified in the licence contract, also the licence referred to in the licence contract expires at the same time.

13. Procedures for the settlement of disputes

13.1. All disputes and differences of opinion, which can arise in relation to execution of the Contract, shall be settled by way of negotiations.

13.2. If differences of opinion cannot be settled by way of negotiations, they shall be settled in a court according to the procedures specified in regulatory enactments of the Republic of Latvia.

14. Miscellaneous

14.1. Contact details during the time period of validity of the licence contract

(contact details of the Licensor and Licensee shall be indicated)

14.2. All notifications related to execution of the provisions of the licence contract shall be sent in a registered letter to the addresses indicated in this licence contract or handed over to the Parties in person. The day when the sent item is handed over to the authorised representatives of the Parties, if not specified otherwise in this licence contract, or the second day after delivering the sent item as a registered letter to the post office shall be considered as the day of filing (notification) of submissions, claims or warnings. The Parties shall notify each other regarding the change of the specifications or contact details indicated in the licence contract within 5 (five) working days.

14.3. If the signor of the licence contract, at the time of concluding thereof, had not been authorised to represent a Party, whose representative they pretended to be, then they themselves shall be responsible for the fulfilment of the obligations as a natural person.

Licensor	Licensee
<hr/> <p>(name of the institution)</p>	<hr/> <p>(for an institution or legal person – name of the institution or legal person)</p>
<hr/> <p>(legal address)</p>	<hr/> <p>(for a natural person – the given name, surname, personal identification number of the natural person)</p>
<hr/> <p>(registration No.)</p>	<hr/> <p>(legal address)</p>
<hr/> <p>(bank account specifications)</p>	<hr/> <p>(for an institution or legal person – registration No., for a natural person – personal identification number)</p>
<hr/> <p>(position, given name, surname of the authorised official)</p>	<hr/> <p>(bank account specifications)</p>
<hr/> <p>(signature of the representing official)</p>	<hr/> <p>(for an institution or legal person – position, given name, surname of the representative or representing official)</p>
	<hr/> <p>(signature of the person (representative))</p>

Deputy Prime Minister,
Minister for Defence

A. Pabriks

**Standard Licence Contract Form
for the Use of the Geospatial Data Sets for the Service Provider**

Licence contract

(name of the institution, position, given name, surname of the person representing the institution,

(hereinafter – Licensor)

basis of the representation rights)

and

(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;

(hereinafter – Licensee)

for a natural person – the given name, surname, personal identification number)

(hereinafter collectively and individually referred to as Parties) conclude this licence contract. In compliance with the licence contract concluded, the Licensor shall issue and the Licensee shall receive the licence for using the geospatial data set(-s) according to the provisions of the licence, as well as the Licensor shall ensure the Licensee with access to the geospatial data set(-s) according to the provisions of the licence contract.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedures for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with a signature (or a secure electronic signature) on the licence or licence contract that it agrees to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence is valid _____ years or until the revocation thereof or the day of termination in the cases specified in the licence.

(right to extend the licence)

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____

(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for the purpose specified in this licence, in the form and type specified in this licence, in order to obtain, prepare or process geospatial information for its own needs, and is allowed to include it in the services provided by the Licensee without the right to transfer the geospatial data set for use to a third party. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in the electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, to make public, publish or disseminate in any other way geospatial information derived from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed by the Licensee in the amount permitted in this licence, by using the geospatial data set(-s) of the Licensor, only in a way not allowing to download or access in any other way and use the original geospatial data set or part thereof regardless of the data format and type. If geospatial information is made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.4. The rights to make public, publish or disseminate in any other way (including to transfer to the third parties) the geospatial data set of the Licensor or part thereof in the electronic or analogue form are not transferred with this licence, except the right to make public, publish or disseminate in any way for commercial or non-commercial purposes the geospatial information or other products or compounds derived from the geospatial data set of the Licensor in the way specified in Paragraph 4.3 of this licence and in the amount permitted in this licence.

4.5. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 5 of this licence.

4.6. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven) calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

4.7. The Licensee shall forward to the Licensor, according to the jurisdiction, without delay the requests of a third party regarding access to the geospatial data set(-s) of the Licensor and use thereof.

4.8. The Licensee has a duty to submit to the Licensor free of charge, upon the request, copies of the derivative products, compounds, services or advertising products prepared by the Licensee from the geospatial data set or ensure access thereto for a limited time period in the online browser mode. The Licensor has the right to use copies of the derivative products, compounds, services or advertising products prepared from the geospatial data set or access thereto in the online browser mode only for controlling the use of the geospatial data set.

5. Depicting of the copyright symbol

5.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial data set and the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor and copyright of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set, by indicating the relevant information:

5.1.1. reference to the copyright of the Licensor shall be depicted, indicating the relevant information in the following form:

<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>);

5.1.2. reference to the copyright of the Licensor or authors of other geospatial information or other products or compounds derived from the geospatial data set, indicating the relevant information in the following form:

The following has been used for the data preparation *<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>).*

5.2. If the Licensee makes public the information specified in Paragraph 5.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 5.1 of this licence shall be depicted directly in the information made public.

5.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 5.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 5.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

5.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the

geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

6. Liability

6.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

6.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

6.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor's copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 7 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

7. Termination of the licence

7.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used anymore. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

7.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

7.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

7.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

8. Other provisions of the licence

(Additional information included by the Licensor, for example, requirements for data protection for safety reasons and protection of personal data)

9. Access to the geospatial data set(-s)

9.1. The Licensor shall ensure the Licensee with access to the geospatial data set(-s) specified in the licence contract

One or more ways of access mentioned below shall be indicated according to the request:

by using an electronic data carrier

(electronic data carrier shall be indicated according to the request – hard disk drive (HDD), DVD or another data carrier)

with the download service of the Licensor allowing to download the geospatial data set or connect directly to it, using the data exchange server (hereinafter – FTP server) of the Licensor and the access identification details of the user (user name and password);

with the network service of the Licensor

(type of the network service shall be indicated, for example, *Web Map Service*)

by using the access identification details (user name and password) in the data publishing portal

(address of the data publishing portal shall be indicated)

9.2. Provisions for accessing the geospatial data set(-s), by using an electronic data carrier:

9.2.1. The Licensor transfers to the Licensee the geospatial data set(-s) specified in this licence contract on the electronic data carrier

One way of transferring mentioned below shall be indicated according to the request:

in a single deliverable within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within ____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract according to the access schedule specified individually in the licence contract and the provisions for access.

(Annex with the access schedule and provisions for access shall be appended to the licence contract.);

9.2.2. The following is used for receipt of the geospatial data set(-s) specified in the licence contract

One type of an electronic data carrier or way of transferring mentioned below shall be indicated according to the request:

electronic data carrier of the Licensor for which the Licensee shall pay in compliance with the provisions of the licence contract;

electronic data carrier of the Licensee, which shall be handed over to the Licensor within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

(one way of handing over the electronic data carrier mentioned below shall be indicated according to the request)

9.2.3. The Licensor shall transfer to the Licensee the geospatial data set(-s) specified in this licence on the electronic data carrier

One way of handing over the electronic data carrier mentioned below shall be indicated according to the request:

by using postal services, in a registered postal item or with delivery upon signature;

by using courier services;

in person, with Licensee coming to the Licensor's address specified in this licence contract and mutually signing the relevant deed of delivery and acceptance;

9.2.4. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract, using an electronic data carrier, the geospatial data set shall be considered as transferred for use to the Licensee at the moment of signing the deed of delivery and acceptance, when the delivery of the postal item to the Licensee has been recorded (confirmation by the postal body or courier).

9.3. Provisions for accessing the geospatial data set(-s) with the download service of the Licensor or the network service of the Licensor:

9.3.1. if the Licensee, according to the licence contract, receives the geospatial data set with the download service of the Licensor or the network service of the Licensor, the Licensor shall hand over the identification details to the Licensee within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

One way of handing over the identification details mentioned below shall be indicated:

by sending electronically to the e-mail address of the Licensee indicated in the licence contract;

in person, with the Licensee coming to the Licensor's address specified in the licence contract and mutually signing the relevant deed of delivery and acceptance;

9.3.2. if the Licensor has handed over to the Licensee the identification details, by sending them electronically to the e-mail address of the Licensee specified in the request of the Licensee or the licence contract, the Licensee shall not later than within _____ (_____) working days send electronically a confirmation to the e-mail address of the Licensor specified in the licence contract regarding the receipt of the identification details;

9.3.3. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the download service of the Licensor, the Licensor shall:

9.3.3.1. specify the FTP server with a fixed Internet protocol (hereinafter – IP) address and hand it over for use to the Licensee for the time period of validity of the licence contract concurrently with the identification details of the FTP server. Access to the FTP server shall be ensured only from the computer of the Licensee with a constant IP address ____ . ____ . ____ . ____ (shall be indicated, if the Licensee may technically ensure it in compliance with the request);

9.3.3.2. due to safety reasons or when receiving a notification of the Licensee regarding loss of the identification details or necessity to change them due to safety or other reasons specified in the licence contract, change the identification details of the FTP server user and hand it over to the Licensee according to the procedures specified in the licence contract;

9.3.3.3. ensure the Licensee with access to the geospatial data set specified in the licence contract with the download service of the Licensor

One way of transferring mentioned below shall be indicated according to the request:

in a single deliverable within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within ____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

[] during the time period of validity of the licence contract, according to the access schedule specified individually in the licence contract and the provisions for access (Annex with the access schedule and provisions for the access shall be appended to the licence contract);

9.3.3.4. register the incoming message from the e-mail address or contact telephone of the Licensor specified in the licence contract regarding the detected problems of technical nature, in order to access the geospatial data set(-s), and shall eliminate the causes thereof within not more than _____ (_____) working days, if they are related to the trouble with operation of the Licensor's technical infrastructure and depend on the Licensor. If the problems of the technical nature detected do not depend on the Licensor, the Licensee shall be informed thereof within the time period specified in this Paragraph in writing or electronically, using the Licensee's e-mail address indicated in the licence contract;

9.3.3.5. not later than _____ in advance or as soon as possible inform the Licensee regarding the interruptions in access, by sending a notification to the e-mail address indicated in the licence contract;

9.3.4. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the network service of the Licensor, the Licensor shall ensure the Licensee with access to the geospatial data set(-s) specified the licence contract during the time period of validity of the licence contract in compliance with the provisions for access specified individually in the licence contract (Annex with the access schedule and provisions for access shall be appended to the licence contract). Access to the network service shall be ensured from the following computers of the Licensee with a constant IP address ____ . ____ . ____ . ____ (one or several IP addresses (range of addresses) shall be indicated according to the request);

9.3.5. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract with the download service or network service of the Licensor, the geospatial data set shall be considered as transferred for use to the Licensee starting from the moment of signing the relevant deed of delivery and acceptance, when the Licensor has recorded the Licensee accessing the server and geospatial data set of the Licensor (entry in the security log of the Licensor's server – logon files);

9.3.6. when receiving download services of the Licensor or network services of the Licensor, the Licensee has a duty to observe the following requirements:

9.3.6.1. if the Licensee is an institution or legal person, to hand over the identification details assigned according to the procedures specified in the licence contract only to the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

9.3.6.2. to use the identification details assigned according to the procedures specified in the licence contract only for the purpose of getting access to the geospatial data set(-s) according to the procedures and in the amount specified in the licence contract;

9.3.6.3. not to allow handing over of the identification details to the third parties other than the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

9.3.6.4. not to allow activities aimed at evading or damaging the information systems or security system of the technical infrastructure of the Licensor;

9.3.6.5. to immediately inform the Licensor electronically regarding the necessity to change the identification details, if access to the identification details by a third party has taken place or is possible;

9.3.6.6. to immediately inform the Licensor regarding the detected problems of technical nature, in order to access the geospatial data set(-s), sending a relevant notification in writing or to the e-mail address of the Licensor indicated in the licence contract or by calling the Licensor's contact number;

9.3.7. if the Licensee receives access to the geospatial data set(-s) with the download service or network service of the Licensor, the Licensee has the right during the time period of

validity of the licence contract to receive updates of the geospatial data set(-s) which are at the disposal of the Licensor and published.

9.4. The Licensee may submit to the Licensor a written claim regarding problems of technical nature, in order to access the geospatial data set(-s), if they are related to the problems of technical infrastructure of the Licensor, depend on the Licensor and the Licensor has not eliminated them after the notification of the Licensee according to the procedures specified in this licence contract.

9.5. The Licensor shall not be liable for technical problems in accessing the geospatial data set, if they are related to the incorrect or unstable operation of the Licensor's computer technology, computer network, Internet connection or the software used.

9.6. The Licensor does not have a duty to provide the Licensee with software and technical support required for accessing the geospatial data set, using the geospatial data set or executing any other provisions of this licence contract.

9.7. Any access or attempted access of the Licensee to the geospatial data set(-s) of the Licensor, violating the provisions of the licence contract, shall be considered as the violation of the licence contract and copyright of the Licensor and rights of the establisher of the database, and give the Licensor the right to immediately revoke the licence and terminate this licence contract.

10. Force majeure

10.1. The Parties are not subject to liability for partial or complete failure to fulfil the obligations, if it is caused by circumstances not depending on the Parties, as well as decisions or actions of the State authority or superior institutions, which do not allow to fulfil the provisions of the contract, if these circumstances have appeared after the conclusion of the licence contract and appearance thereof was not predicted and could not be predicted by the Parties.

10.2. The term for executing the contract may be extended for the time period of *force majeure* events, as well as, upon agreement of the Parties, for the period of time necessary for complete fulfilment of the obligations provided for in the licence contract.

10.3. The Party, who is hindered to fulfil the obligations provided for in the licence contract by *force majeure*, shall warn the second Party regarding the beginning and end of this time period within 3 (three) days following the moment when the referred to Party learns about the beginning and end of the hindrance to fulfilment of the obligations.

11. Payment and procedures for settlement

11.1. With this licence contract access to the geospatial data sets specified in the licence contract is being determined

One of the provisions for payment mentioned below shall be indicated according to the request:

free of charge;

for a fee, according to the provisions of the licence contract and the price list of the paid services of the Licensor

(amount of the fee and division positions with value added tax)

11.2. The fee for accessing the geospatial data sets specified in the licence and the use thereof is determined by

One or several provisions for payment mentioned below shall be indicated:

with a prepayment in the form of a single payment within _____ (_____) working days following the writing out of the Licensor's invoice;

with a prepayment in the form of the subscription fee, according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract);

after accessing the geospatial data set(-s) in the form of subscription fee, taking into consideration the payment schedule and provisions for payment conforming to the amount of the used network service of the Licensor or online service of the Licensor (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract).

11.3. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One of the time periods for writing out the invoice mentioned below shall be indicated according to the provisions for payment:

within _____ (_____) working days following the coming into effect of the licence contract;

by _____ date of each calendar month;

according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for the payment shall be appended to the licence contract).

11.4. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One way of handing over the invoice mentioned below shall be indicated according to the request:

by sending an electronically signed one to the e-mail address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract and in electronic form

One or more additional ways of handing over the invoice mentioned below shall be indicated according to the request:

to the fax number of the Licensee indicated in the licence contract

to the e-mail address of the Licensee indicated in the licence contract

in person, by Licensee arriving at the Licensor's address specified in the licence contract

11.5. The Licensee shall transfer the fee specified in the licence contract and Licensor's invoice (in lats) to the bank account indicated by the Licensor. Costs for the banking services shall be covered by the Licensee.

11.6. If the Licensee does not pay within the time period and pursuant to the procedure specified in the licence contract, the Licensor has the right, without warning, not to allow or to discontinue the rights of access to the geospatial data set(-s) specified in the licence contract, notifying the Licensee thereof in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

11.7. The Licensor shall renew the rights of access within _____ (_____) working day(-s) after the Licensee has submitted in person or sent in a scanned form to the fax number

or e-mail address of the Licensor indicated in the licence contract a copy of the payment order of the Licensor's invoice or printout of the Internet bank payment signed by the payer, which certifies the payment and where the payer can be identified (given name, surname of the payer, name and registration number of the undertaking or institution). If the Licensee has not notified of the payment in the referred to way, the Licensor shall renew the rights of access within _____ (_____) working day(-s) following the receipt of information regarding the appropriately made payment.

11.8. If regulatory enactments are amended or such regulatory enactments are adopted, which are applicable to the legal regulation of the public paid services of the Licensor, the Licensor has the right to change unilaterally the fee and procedures for payment specified in the licence contract. In this case the Licensor shall notify the Licensee thereof 30 (thirty) days in advance in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

12. Coming into effect of the licence contract, amendments thereto and expiry thereof

12.1. The licence contract shall come into effect when both Parties have signed it, if not specified otherwise by the provisions of this contract.

12.2. The licence shall be valid

One of the time periods shall be indicated according to the request and way of access, taking into consideration that the time period of the licence contract may not be longer than the time period for which the licence is issued;

until fulfilment of the obligations specified in the licence contract (shall be indicated, if access has been determined in the form of a single deliverable);

_____ following the coming into effect of this contract;
(shall be indicated according to the request)

_____ following the coming into effect of this contract,
(shall be indicated according to the request)

if this contract is considered to be extended for the same time period and no Party has notified of the termination of the contract 30 (thirty) calendar days prior to the expiry of the contract.

12.3. The licence contract may be amended or supplemented by the mutual agreement of the Parties. All amendments and supplements shall be drawn up in writing and become an integral part of this licence contract.

12.4. Any of the Parties has the right to unilaterally terminate the licence contract, warning about it in writing at least 30 (thirty) days in advance.

12.5. If the Licensee does not fulfil the obligations thereof within the specified time period and according to the prescribed procedures, the Licensor has the right to unilaterally terminate the licence contract, notifying thereof in writing at least 10 (ten) calendar days in advance. In this case the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

12.6. The Licence contract expires when the licence for the use of the geospatial data set expires or when the licence is revoked according to the procedures specified in the licence contract.

12.7. If the licence contract is not in effect any more or is terminated according to the procedures specified in the licence contract, also the licence referred to in the licence contract expires at the same time.

13. Procedures for the settlement of disputes

13.1. All disputes and differences of opinion, which can arise in relation to the execution of the Contract, shall be settled by way of negotiations.

13.2. If differences of opinion cannot be settled by way of negotiations, they shall be settled in a court according to the procedures specified in regulatory enactments of the Republic of Latvia.

14. Miscellaneous

14.1. Contact details during the time period of validity of the licence contract

(contact details of the Licensor and Licensee shall be indicated)

14.2. All notifications related to execution of the provisions of the licence contract shall be sent in a registered letter to the addresses indicated in this licence contract or handed over to the Parties in person. The day when the sent item is handed over to the authorised representatives of the Parties, if not specified otherwise in this licence contract, or the second day after delivering the sent item as a registered letter to the post office shall be considered as the day of filing (notification) of submissions, claims or warnings. The Parties shall notify each other regarding the change of the specifications or contact details indicated in the licence contract within 5 (five) working days.

14.3. If the signor of the licence contract, at the time of concluding thereof, had not been authorised to represent a Party, whose representative they pretended to be, then they themselves shall be responsible for the fulfilment of the obligations as a natural person.

Licensor

Licensee

(name of the institution)	(for an institution or legal person – name of the institution or legal person)
	(for a natural person – the given name, surname, personal identification number of the natural person)
(legal address)	(legal address)
(registration No.)	(for an institution or legal person – registration No., for a natural person – personal identification number)
(bank account specifications)	(bank account specifications)
(position, given name, surname of the authorised official)	(for an institution or legal person – position, given name, surname of the representative or representing official)
(signature of the representing official)	(signature of the person (representative))

Deputy Prime Minister,
Minister for Defence

A. Pabriks

**Standard Licence Contract Form
for the Use of the Geospatial Data Sets for the Data Disseminator**

Licence Contract

(name of the institution, position, given name, surname of the person representing the institution,

(hereinafter – Licensor)

basis of the representation rights)

and

(for an institution or legal person – name, position, given name, surname of the representative or representing official and the basis of the representation rights;

(hereinafter – Licensee)

for a natural person – the given name, surname, personal identification number)

(hereinafter collectively and individually referred to as Parties) conclude this licence contract. In compliance with the licence contract concluded, the Licensor shall issue and the Licensee shall receive the licence for using the geospatial data set(-s) according to the provisions of the licence, as well as the Licensor shall ensure the Licensee with access to the geospatial data set(-s) according to the provisions of the licence contract.

1. General provisions of the licence

1.1. Terms used within the meaning of the licence:

1.1.1. geospatial data set – the database of geospatial information specified in Paragraph 3.1 of this licence, held by the Licensor;

1.1.2. description of a geospatial data set – information characterising exactly the geospatial data set making it possible to identify the geospatial data set according to the size, data format and other significant characterising indicators of the data set, including the first publication year of the geospatial data set;

1.1.3. technical specification of a geospatial data set – the geospatial data set legend, codes or classifications, and technical description of other information included in the geospatial data set, which is necessary for the use of the geospatial data set in the amount indicated in the permit;

1.1.4. first publication year of a geospatial data set – the first publication year of the geospatial data set and the latest amendments thereto indicated by the Licensor in the description of the geospatial data set;

1.1.5. service – a service provided by a public authority specified in regulatory enactments for commercial or non-commercial purpose or a service provided by a private individual in the field of operation thereof;

1.1.6. third party – any person other than the Licensor or Licensee and not having any rights directly specified with this licence for using the geospatial data set.

1.2. This simple licence has been issued, observing the requirements regarding the procedure for accessing and using geospatial data sets prescribed in Sections 25, 26 and 27 of the Geospatial Information Law.

1.3. The Licensee agrees to and recognizes as binding all the provisions of this licence. The licence and the rights and duties arising from it shall be interpreted in compliance with the

Copyright Law and other regulatory enactments of the Republic of Latvia. Disputes arisen regarding the provisions of this licence shall be examined in compliance with the procedures prescribed in regulatory enactments of the Republic of Latvia.

1.4. The Licensor has economic rights of the author to the geospatial data set(-s) specified in this licence. The Licensee agrees to and recognizes the exceptional rights of the Licensor making it possible for the Licensor to determine access to the geospatial data set(-s) specified in the licence and determine the amount of the use rights.

1.5. The Licensee is allocated a possibility of accessing and using the geospatial data set(-s) specified in this simple licence concurrently with the Licensor or other persons who have received or will receive the relevant licence for using the geospatial data set(-s).

1.6. If any of the provisions of this licence is or becomes not applicable in a particular situation, it shall not affect the validity of the licence. An invalid provision shall be interpreted in such a way that the initially intended purpose of this licence could be implemented.

2. Time period and territory of validity of the licence

2.1. The licence shall be in effect from the day when the Licensee has certified with the signature (or a secure electronic signature) on the licence or licence contract that they agree to the provisions of the licence and has paid according to the provisions of the licence contract or Licensor, if the Licensor has specified a fee for the licence.

2.2. The licence is valid _____ years or until the day of its revocation or (number in words) termination in the cases specified in the licence.

(right to extend the licence)

2.3. The rights allocated with this licence for using the geospatial data set(-s) specified in this licence shall be valid _____

(territory of the licence validity)

3. Geospatial data set and the purpose of use of the geospatial data set

3.1. The Licensor shall permit the Licensee to access and use the following geospatial data set:

3.1.1. identifier and name of the geospatial data set

(information according to the request)

3.1.2. description of the geospatial data set

(information according to the request)

3.1.3. technical specification of the geospatial data set

(information according to the request)

3.2. The Licensee is allowed to use the geospatial data set(-s) specified in the licence for the following purpose

(information according to the request)

4. Rights of use of the geospatial data set

4.1. The Licensee is allowed to use the geospatial data set(-s) specified in the licence only for the purpose specified in this licence, in the form and type specified in this licence, in order to obtain, prepare or process geospatial information for its own needs, is allowed to include it in the services provided by the Licensee and transfer the geospatial data set(-s) specified in this licence for use to the third parties. Use for one's own needs shall mean the ensuring of internal work processes of a public authority for performance of the functions and tasks specified in regulatory enactments, ensuring of internal work processes of a legal person for performance of the tasks thereof, as well as activities of a natural person for his or her own private needs.

4.2. The following activities with the Licensor's geospatial data set(-s) are permitted to the Licensee, for the purpose of use of the geospatial data set specified in the licence:

4.2.1. to view as a map on the display of an electronic device or in an analogue form (print on paper, foil, plastic and other materials) [*View/Display/Print*];

4.2.2. to make one copy of the geospatial data set for the needs of the backup [*Copy*];

4.2.3. to extract part of the geospatial data set and use it as an individual geospatial information [*Extract*];

4.2.4. to transform the coordinate system for the entire geospatial data set [*Spatial Transformation*];

4.2.5. to adjust locations of individual objects of the geospatial data set for using geospatial information received from other information sources [*Spatial Fit/Adjust*];

4.2.6. to change the data format of the geospatial data set [*Encode*];

4.2.7. to join the geospatial data set or combine it in a different way with another information available to the Licensee [*Combine/Add*];

4.2.8. using the activities referred to in Sub-paragraphs 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7 of this licence, to derive new geospatial information or other new products or compounds from the geospatial data set in the electronic or analogue form, where full or partial geospatial data set may be identified [*Derive*].

4.3. The Licensee has the right, for the purpose of use specified in this licence, to make public, publish or disseminate in any other way geospatial information derived from the geospatial data set of the Licensor or other products or compounds derived from the geospatial data set of the Licensor obtained, prepared or processed by the Licensee in the amount permitted in this licence, by using the geospatial data set(-s) of the Licensor, only in a way not allowing to download or access in any other way and use the original geospatial data set or part thereof regardless of the data format and type. If geospatial information is made public, published or disseminated in any other way, the Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 6 of this licence.

4.4. The Licensee must ensure depicting of the copyright symbol of the Licensor, observing the requirements referred to in Paragraph 6 of this licence.

4.5. The Licensee has a duty to provide information regarding the use of the geospatial data set(-s) upon the request of the Licensor within the time period of not more than 7 (seven) calendar days, so that the Licensor can ascertain that the use conforms to the provisions of this licence.

4.6. The Licensee has a duty to submit to the Licensor free of charge, upon the request, copies of the derivative products, compounds, services or advertising products prepared by the Licensee from the geospatial data set or ensure access thereto for a limited time period in the online browser mode. The Licensor has the right to use copies of the derivative products, compounds, services or advertising products prepared from the geospatial data set or access thereto in the online browser mode only for controlling the use of the geospatial data set.

4.7. The Licensee has the right, upon the request of a third party, to permit the third party to access the geospatial data set(-s) of the Licensor and use it, if the third party has previously agreed to the provisions for the use of the geospatial data sets of the Licensor. In this case the Licensee shall issue and the third party shall receive the relevant sub-licence for the use of the geospatial data sets of the Licensor in compliance with the provisions referred to in Paragraph 5 of the licence (hereinafter – subordinate licence).

4.8. Following the issue of the subordinate licence in compliance with the requirements specified in Paragraph 4.7 of this licence, the Licensee shall at least once a quarter or within 7 (seven) days following the request of the Licensor provide information regarding the subordinate licences issued during the relevant time period, indicating information regarding the recipient of the subordinate licence and date of issue, the description and purpose of use of the geospatial data set included in the subordinate licence, appending copies of the subordinate licences issued.

5. Provisions of the subordinate licence

5.1. The Licensee shall, prior to permitting access to the geospatial data set(-s) of the Licensor, issue and the third party shall receive the subordinate licence drawn up in writing, containing the provisions for the use of the geospatial data set(-s) according to the purpose for which the subordinate licence is being issued.

5.2. If the Licensee issues the subordinate licence to a third party for using it for its own needs, the subordinate licence shall comprise the following provisions for the use:

5.2.1. indication that the third party has the right to use the geospatial data set(-s) referred to in the subordinate licence in order to obtain, prepare or process geospatial information for the own needs, as well as to make public, publish or disseminate in another way free of charge the newly-created geospatial information derived from the geospatial data set, which has been created by this third party, in such a form and type which do not allow to download or access in any other way the original geospatial data set of the data holder or part thereof regardless of the data format and type;

5.2.2. indication that within the scope of the subordinate licence the third party does not have the right to use the geospatial data set for provision of services, to further make public, publish or further disseminate in another way the geospatial data set;

5.2.3. indication that within the scope of the subordinate licence the third party shall ensure depicting of the copyright symbol of the Licensor, observing the provisions for depicting the copyright symbol and the requirements referred to in Paragraph 6 of this licence;

5.2.4. indication that the third party has a duty, upon the request of the Licensor or Licensee, to provide information to the requester regarding the use of the geospatial data set(-s) within the time period of not more than 7 (seven) days, so that the Licensor can ascertain that it is used in compliance with the provisions of this licence;

5.2.5. indication that the third party has a duty to prevent violations of the use of the copyright or subordinate licence specified by the Licensor or Licensee.

5.3. If the Licensee temporarily transfers the geospatial data set(-s) to the third party on condition that the third party shall, based on the contract, carry out activities with the geospatial data set(-s) in order to derive new geospatial information or other new products or compounds from it (them) for the needs of the Licensee in electronic or analogue form, the subordinate licence shall comprise the following provisions for the use:

5.3.1. indication that the third party has the right to use the geospatial data set(-s) transferred thereto for the specific purpose only, for executing the tasks specified in the subordinate licence;

5.3.2. indication that within the scope of the subordinate licence the third party does not have the right to use the geospatial data set(-s) for provision of services, to further make public, publish or further disseminate it in another way;

5.3.3. indication that within the scope of the subordinate licence the third party shall ensure depicting of the copyright symbol of the Licensor, observing the provisions for depicting the copyright symbol and the requirements referred to in Paragraph 6 of this licence;

5.3.4. indication that within the scope of the subordinate licence the third party has a duty, upon the request of the Licensor or Licensee, to provide information regarding the use of the geospatial data set(-s) within the time period of not more than 7 (seven) days, so that the Licensor can ascertain that it is used in compliance with the provisions of this licence;

5.3.5. indication that the third party has a duty to prevent violations of the use of the copyright or subordinate licence specified by the Licensor or Licensee;

5.3.6. indication that the third party has the right to use the geospatial data set(-s) transferred thereto during a limited time period only until the tasks specified in the subordinate licence are executed, and following the end of the subordinate licence term must immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set transferred and all the copies thereof.

5.4. The Licensee has the right to issue to the third party a subordinate licence only for such geospatial data set(-s) of the Licensor which may be used by the Licensee in compliance with this licence, and the subordinate licence may be used only in the territory where the Licensee may use the geospatial data sets of the Licensor.

6. Depicting of the copyright symbol

6.1. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial data set and the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall depict in a visible place, in a legible form, in the Latvian language a reference to the copyright of the Licensor and copyright of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set, by indicating the relevant information:

6.1.1. reference to the copyright of the Licensor shall be depicted, indicating the relevant information in the following form:

<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>);

6.1.2. reference to the copyright of the Licensor or authors of other geospatial information or other products or compounds derived from the geospatial data set, indicating the relevant information in the following form:

The following has been used for the data preparation *<name of the geospatial data set> (Author: © <Licensor>, <year of first publication>).*

6.2. If the Licensee makes public the information specified in Paragraph 6.1 of this licence in electronically static (unchangeable) way or in the analogue form as a hard copy, the copyright reference specified in Paragraph 6.1 of this licence shall be depicted directly in the information made public.

6.3. If the Licensee uses for the electronic making public of the information specified in Paragraph 6.1 of this licence the electronic data transmission or other information technologies that allow to make public the information content electronically in dynamic (changeable) way, it shall be permitted to depict the copyright reference to the data source specified in Paragraph 6.1 of this licence with an individual message depicted in the interactive mode, by using a special graphical element of the information system interface. In this case an unambiguous graphical element of the information system interface shall be

depicted in a visible place and the information made public shall contain the following message:

“Copyrighted”.

6.4. The Licensee, when making public, publishing or disseminating in any other way according to the requirements specified in the provisions of this licence the geospatial information derived from the geospatial data set or other products or compounds derived from the geospatial data set, shall concurrently depict also the copyright symbols of the Licensee or authors of other geospatial information or other products or compounds derived from the geospatial data set in such a way that it can be visible concurrently with the copyright symbol of the Licensor.

7. Liability

7.1. The Licensor shall be liable and, if necessary, undertake performance of the appropriate measures in order to ensure the conformity of the geospatial data set(-s) to the name, description and technical specification of the geospatial data set specified in this licence.

7.2. The Licensor shall not be liable for the completeness or appropriateness of the geospatial data set for the specific purpose of use, for the results obtained or decisions taken by using the geospatial data set. The Licensor shall in no case be subject to legal or financial liability for the consequences arisen to the Licensee, if, when using the geospatial data set, the Licensee has made relevant conclusions or activities, as well as shall not be liable for direct, indirect or accidental losses related to the use of the geospatial data set specified in this licence or impossibility of using thereof.

7.3. The Licensee shall be liable for the use of the geospatial data set in compliance with the provisions of this licence, the requirements set out in the Copyright Law and other regulatory enactments of the Republic of Latvia. Any use of the geospatial data set not conforming to the provisions of this licence shall be considered to be the violation of the Licensor's copyright and the Licensor has the right to apply the activities for the copyright protection specified in Paragraph 8 of this licence, as well as in the regulatory enactments of the Republic of Latvia.

8. Termination of the licence

8.1. The Licensee has the right to terminate the validity of this licence, notifying the Licensor thereof in writing 30 (thirty) calendar days in advance and providing a certification that the geospatial data sets of the Licensor will not be used any more. The validity of the licence shall be considered to be terminated on the day when the Licensee receives a written confirmation from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensee has sent the relevant notification.

8.2. If the Licensor ascertains that the Licensee has violated the provisions of this licence or the copyright of the Licensor specified in regulatory enactments, the Licensor may submit to the Licensee a written claim with the request to immediately discontinue activities which are illegal and non-conforming to the provisions of the licence or to revoke the licence without a prior notice, by sending the Licensee the relevant notification and indicating the substantiation for the revocation of the licence. The validity of the licence shall be considered to be terminated on the day when the Licensee has received the relevant notification from the Licensor, but not later than within 7 (seven) calendar days following the day when the Licensor has sent the relevant notification.

8.3. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has a duty to immediately discontinue the use of the geospatial data set(-s), destroy the geospatial data set(-s) transferred to the Licensee and all the copies thereof.

8.4. If the validity of the licence is being terminated or the licence is being revoked, the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

9. Other provisions of the licence

(Additional information included by the Licensor, for example, requirements for data protection for safety reasons and protection of personal data)

10. Access to the geospatial data set(-s)

10.1. The Licensor shall ensure the Licensee with access to the geospatial data set(-s) specified in the licence contract

One or more ways of access mentioned below shall be indicated according to the request:

by using an electronic data carrier

(electronic data carrier shall be indicated according to the request – hard disk drive (HDD), DVD or another data carrier)

with the download service of the Licensor allowing to download the geospatial data set or connect directly to it, using the data exchange server (hereinafter – FTP server) of the Licensor and the access identification details of the user (user name and password);

with the network service of the Licensor

(type of the network service shall be indicated, for example, *Web Map Service*)

by using the access identification details (user name and password) in the data publishing portal

(address of the data publishing portal shall be indicated)

10.2. Provisions for accessing the geospatial data set(-s), using an electronic data carrier:

10.2.1. The Licensor transfers to the Licensee the geospatial data set(-s) specified in this licence contract on the electronic data carrier

One way of transferring mentioned below shall be indicated according to the request:

in a single deliverable within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within ____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

during the time period of validity of the licence contract according to the access schedule specified individually in the licence contract and the provisions for access.

(Annex with the access schedule and provisions for access shall be appended to the licence contract.);

10.2.2. The following is used for receipt of the geospatial data set(-s) specified in the licence contract

One type of an electronic data carrier or way of transferring mentioned below shall be indicated according to the request:

electronic data carrier of the Licensor for which the Licensee shall pay in compliance with the provisions of the licence contract;

electronic data carrier of the Licensee, which shall be handed over to the Licensor within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

(one way of handing over the electronic data carrier mentioned below shall be indicated according to the request)

10.2.3. The Licensor shall transfer to the Licensee the geospatial data set(-s) specified in this licence on the electronic data carrier

One way of handing over the electronic data carrier mentioned below shall be indicated according to the request:

by using postal services, in a registered postal item or with delivery upon signature;

by using courier services;

in person, with the Licensee coming to the Licensor's address specified in this licence contract and mutually signing the relevant deed of delivery and acceptance;

10.2.4. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract, using an electronic data carrier, the geospatial data set shall be considered as transferred for use to the Licensee at the moment of signing the deed of delivery and acceptance, when the delivery of the postal item to the Licensee has been recorded (confirmation by the postal body or courier).

10.3. Provisions for accessing the geospatial data set(-s) with the download service of the Licensor or the network service of the Licensor:

10.3.1. if the Licensee, according to the licence contract, receives the geospatial data set with the download service of the Licensor or the network service of the Licensor, the Licensor shall hand over the identification details to the Licensee within _____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended

One way of handing over the identification details mentioned below shall be indicated:

by sending electronically to the e-mail address of the Licensee indicated in the licence contract;

in person, with the Licensee coming to the Licensor's address specified in the licence contract and mutually signing the relevant deed of delivery and acceptance;

10.3.2. if the Licensor has handed over to the Licensee the identification details, by sending them electronically to the e-mail address of the Licensee specified in the request of the Licensee or the licence contract, the Licensee shall not later than within _____ (_____) working days send electronically a confirmation to the e-mail address of the Licensor specified in the licence contract regarding the receipt of the identification details;

10.3.3. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the download service of the Licensor, the Licensor shall:

10.3.3.1. specify the FTP server with a fixed Internet protocol (hereinafter – IP) address and hand it over for use to the Licensee for the time period of validity of the licence contract concurrently with the identification details of the FTP server. Access to the FTP server shall be ensured only from the computer of the Licensee with a constant IP address ____ . ____ . ____ . ____ (shall be indicated, if the Licensee may technically ensure it in compliance with the request);

10.3.3.2. due to safety reasons or when receiving a notification of the Licensee regarding loss of the identification details or necessity to change them due to safety or other reasons specified in the licence contract, change the identification details of the FTP server user and hand it over to the Licensee according to the procedures specified in the licence contract;

10.3.3.3. ensure the Licensee with access to the geospatial data set specified in the licence contract with the download service of the Licensor

One way of transferring mentioned below shall be indicated according to the request:

[] in a single deliverable within ____ (_____) working days following the day of coming into effect of the licence contract or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

[] during the time period of validity of the licence contract upon an individual current request of the Licensee drawn up in writing or signed with a secure electronic signature within ____ (_____) working days following the receipt of the request or the day when the Licensee has paid according to the provisions of the licence contract, if a fee is intended;

[] during the time period of validity of the licence contract, according to the access schedule specified individually in the licence contract and the provisions for access (Annex with the access schedule and provisions for access shall be appended to the licence contract);

10.3.3.4. register the incoming message from the e-mail address or contact telephone of the Licensor specified in the licence contract regarding the detected problems of technical nature, in order to access the geospatial data set(-s), and shall eliminate the causes thereof within not more than ____ (_____) working days, if they are related to the trouble with operation of the Licensor's technical infrastructure and depend on the Licensor. If the problems of the technical nature detected do not depend on the Licensor, the Licensee shall be informed thereof within the time period specified in this Paragraph in writing or electronically, using the Licensee's e-mail address indicated in the licence contract;

10.3.3.5. not later than _____ in advance or as soon as possible inform the Licensee regarding the interruptions in access, by sending a notification to the e-mail address indicated in the licence contract;

10.3.4. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the network service of the Licensor, the Licensor shall ensure the Licensee with access to the geospatial data set(-s) specified the licence contract during the time period of validity of the licence contract in compliance with the provisions for access specified individually in the licence contract (Annex with the access schedule and provisions for access shall be appended to the licence contract). Access to the network service shall be ensured from the following computers of the Licensee with a constant IP address ____ . ____ . ____ . ____ (one or several IP addresses (range of addresses) shall be indicated according to the request);

10.3.5. when providing the Licensee with access to the geospatial data set(-s) specified in this licence contract with the download service or network service of the Licensor, the geospatial data set shall be considered as transferred for use to the Licensee starting from the moment of signing the relevant deed of delivery and acceptance, when the Licensor has recorded the Licensee accessing the server and geospatial data set of the Licensor (entry in the security log of the Licensor's server – logon files);

10.3.6. when receiving download services of the Licensor or network services of the Licensor, the Licensee has a duty to observe the following requirements:

10.3.6.1. if the Licensee is an institution or legal person, to hand over the identification details assigned according to the procedures specified in the licence contract only to the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

10.3.6.2. to use the identification details assigned according to the procedures specified in the licence contract only for the purpose of getting access to the geospatial data set(-s) according to the procedures and in the amount specified in the licence contract;

10.3.6.3. not to allow handing over of the identification details to the third parties other than the employees of the Licensee, observing the individual provisions for the use of the identification details, if such have been specified by the Licensor;

- 10.3.6.4. not to allow activities aimed at evading or damaging the information systems or security system of the technical infrastructure of the Licensor;
- 10.3.6.5. to immediately inform the Licensor electronically regarding the necessity to change the identification details, if access to the identification details by a third party has taken place or is possible;
- 10.3.6.6. to immediately inform the Licensor regarding the detected problems of technical nature in order to access the geospatial data set(-s), sending a relevant notification in writing or to the e-mail address of the Licensor indicated in the licence contract or by calling the Licensor's contact number;
- 10.3.7. if the Licensee, according to the licence contract, receives access to the geospatial data set(-s) with the download service or network service of the Licensor, the Licensee has the right during the time period of validity of the licence contract to receive updates of the geospatial data set(-s) which are at the disposal of the Licensor and published.
- 10.4. The Licensee may submit to the Licensor a written claim regarding problems of technical nature in order to access the geospatial data set(-s), if they are related to the problems of technical infrastructure of the Licensor, depend on the Licensor and the Licensor has not eliminated them after the notification of the Licensee according to the procedures specified in this licence contract.
- 10.5. The Licensor shall not be liable for technical problems in accessing the geospatial data set, if they are related to incorrect or unstable operation of the Licensor's computer technology, computer network, Internet connection or the software used.
- 10.6. The Licensor does not have a duty to provide the Licensee with software and technical support required for accessing the geospatial data set, using the geospatial data set or executing any other provisions of this licence contract.
- 10.7. Any access or attempted access of the Licensee to the geospatial data set(-s) of the Licensor, violating the provisions of the licence contract, shall be considered as the violation of the licence contract and copyright of the Licensor and rights of the establisher of the database, and give the Licensor the right to immediately revoke the licence and terminate this licence contract.

11. Force majeure

- 11.1. The Parties are not subject to liability for partial or complete failure to fulfil the obligations, if it is caused by circumstances not depending on the Parties, as well as decisions or actions of the State authority or superior institutions, which do not allow to fulfil the provisions of the contract, if these circumstances have appeared after conclusion of the licence contract and appearance thereof was not predicted and could not be predicted by the Parties.
- 11.2. The term for executing the contract may be extended for the time period of *force majeure* events, as well as, upon the agreement of the Parties, for the period of time necessary for complete fulfilment of the obligations provided for in the licence contract.
- 11.3. The Party, who is hindered to fulfil the obligations provided for in the licence contract by *force majeure*, shall warn the second Party regarding the beginning and end of this time period within 3 (three) days following the moment when the referred to Party learns about the beginning and end of the hindrance to fulfilment of the obligations.

12. Payment and procedures for settlement

- 12.1. With this licence contract access to the geospatial data sets specified in the licence contract is being determined

One of the provisions for payment mentioned below shall be indicated according to the request:

free of charge;

for a fee, according to the provisions of the licence contract and the price list of the paid services of the Licensor

(amount of the fee and division positions with value added tax)

12.2. The fee for accessing the geospatial data sets specified in the licence and the use thereof is determined by

One or several provisions for payment mentioned below shall be indicated:

with a prepayment in the form of a single payment within ____ (_____) working days following the writing out of the Licensor's invoice;

with a prepayment in the form of the subscription fee, according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract);

after accessing the geospatial data set(-s) in the form of subscription fee, taking into consideration the payment schedule and provisions for payment conforming to the amount of the used network service of the Licensor or online service of the Licensor (separate Annex with the payment schedule and provisions for payment shall be appended to the licence contract).

12.3. A fee for transferring the geospatial data sets of the Licensor to a third party shall be determined according to the price list of the use of the geospatial data sets specified by the Licensor. The Licensee shall make the payment referred to in this Paragraph once every 3 (three) months according to the invoice issued by the Licensor. The invoice referred to in this Paragraph shall be prepared for the geospatial data sets of the Licensor transferred to the third parties during the last 3 (three) months, in compliance with the information referred to in Paragraph 4.10.

12.4. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One of the time periods for writing out the invoice mentioned below shall be indicated according to the provisions for payment:

within ____ (_____) working days following the coming into effect of the licence contract;

by _____ date of each calendar month;

according to the payment schedule specified individually in the licence contract and the provisions for payment (separate Annex with the payment schedule and provisions for the payment shall be appended to the licence contract).

12.5. The Licensor shall hand over the invoice for the fee specified in the licence contract to the Licensee

One way of handing over the invoice mentioned below shall be indicated according to the request:

by sending an electronically signed one to the e-mail address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract;

by sending it in writing to the legal or declared address of the Licensee indicated in the licence contract and in electronic form

One or more additional ways of handing over the invoice mentioned below shall be indicated according to the request:

to the fax number of the Licensee indicated in the license contract

to the e-mail address of the Licensee indicated in the license contract

in person, by Licensee arriving at the Licensor's address specified in the licence contract

12.6. The Licensee shall transfer the fee specified in the licence contract and Licensor's invoice (in lats) to the bank account indicated by the Licensor. Costs for the banking services shall be covered by the Licensee.

12.7. If the Licensee does not pay within the time period and according to the procedures specified in the licence contract, the Licensor has the right, without warning, not to allow or to discontinue the rights of access to the geospatial data set(-s) specified in the licence contract, notifying the Licensee thereof in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

12.8. The Licensor shall renew the rights of access within ____ (_____) working day(-s) after the Licensee has submitted in person or sent in a scanned form to the fax number or e-mail address of the Licensor indicated in the licence contract a copy of the payment order of the Licensor's invoice or printout of the Internet bank payment signed by the payer, which certifies the payment and where the payer can be identified (given name, surname of the payer, name and registration number of the undertaking or institution). If the Licensee has not notified of the payment in the referred to way, the Licensor shall renew the rights of access within ____ (_____) working day(-s) following the receipt of information regarding the appropriately made payment.

12.9. If regulatory enactments are amended or such regulatory enactments are adopted, which are applicable to the legal regulation of the public paid services of the Licensor, the Licensor has the right to change unilaterally the fee and procedure for the payment specified in the licence contract. In this case the Licensor shall notify the Licensee thereof 30 (thirty) days in advance in writing or with a notification signed with a secure electronic signature, if the Parties have agreed regarding the handling of electronic documents.

13. Coming into effect of the licence contract, amendments thereto and expiry thereof

13.1. The licence contract shall come into effect when both Parties have signed it, if not specified otherwise by the provisions of this contract.

13.2. The licence shall be valid

One of the time periods mentioned below shall be indicated according to the request and way of access, taking into consideration that the time period of the licence contract may not be longer than the time period for which the licence is issued - three years;

until fulfilment of the obligations specified in the licence contract (shall be indicated, if access has been determined in the form of a single deliverable);

_____ following the coming into effect of this contract;
(shall be indicated according to the request)

_____ following the coming into effect of this contract,
(shall be indicated according to the request)

if this contract is considered to be extended for the same period of time and no Party has notified regarding termination of the contract 30 (thirty) calendar days prior to expiry of the contract.

13.3. The licence contract may be amended or supplemented by the mutual agreement of the Parties. All amendments and supplements shall be drawn up in writing and become an integral part of this licence contract.

13.4. Any of the Parties has the right to unilaterally terminate the licence contract, warning about it in writing at least 30 (thirty) days in advance.

13.5. If the Licensee does not fulfil the obligations thereof within the specified time period and according to the prescribed procedures, the Licensor has the right to unilaterally terminate the licence contract, by notifying thereof in writing at least 10 (ten) calendar days in advance. In this case the Licensee has no right to ask for repayment of the funds for the use of the geospatial data set, which have been paid to the Licensor until the day of termination of the licence.

13.6. The Licence contract expires when the licence for the use of the geospatial data set expires or when the licence is revoked according to the procedures specified in the licence contract.

13.7. If the licence contract is not in effect any more or is terminated according to the procedures specified in the licence contract, also the licence referred to in the licence contract expires at the same time.

14. Procedures for the settlement of disputes

14.1. All disputes and differences of opinion, which can arise in relation to execution of the Contract, shall be settled by way of negotiations.

14.2. If differences of opinion cannot be settled by way of negotiations, they shall be settled in a court according to the procedures specified in regulatory enactments of the Republic of Latvia.

15. Miscellaneous

15.1. Contact details during the time period of validity of the licence contract

(contact details of the Licensor and Licensee shall be indicated)

15.2. All notifications related to execution of the provisions of the licence contract shall be sent in a registered letter to the addresses indicated in this licence contract or handed over to the Parties in person. The day when the sent item is handed over to the authorised representatives of the Parties, if not specified otherwise in this licence contract, or the second day after delivering the sent item as a registered letter to the post office shall be considered as the day of filing (notification) of submissions, claims or warnings. The Parties shall notify each other regarding the change of the specifications or contact details indicated in the licence contract within 5 (five) working days.

15.3. If the signor of the licence contract, at the time of concluding thereof, had not been authorised to represent a Party, whose representative they pretended to be, then they themselves shall be responsible for the fulfilment of the obligations as a natural person.

Licensor

(name of the institution)

(legal address)

Licensee

(for an institution or legal person – name of the institution or legal person)

(for a natural person – the given name, surname, personal identification number of the natural person)

	(legal address)
(registration No.)	(for an institution or legal person – registration No., for a natural person – personal identification number)
(bank account specifications)	(bank account specifications)
(position, given name, surname of the authorised official)	(for an institution or legal person – position, given name, surname of the representative or representing official)
(signature of the representing official)	(signature of the person (representative))

Deputy Prime Minister,
Minister for Defence

A. Pabriks