



**UNDERTAKINGS BY GOVERNMENT DEPARTMENT
FOR PROVISION OF DIGITAL MAP
FROM LAND INFORMATION CENTRE,
SURVEY AND MAPPING OFFICE,
LANDS DEPARTMENT TO CONSULTANT/CONTRACTOR**

PLEASE COMPLETE IN BLOCK LETTERS AND RETURN TO
LAND INFORMATION CENTRE, SURVEY AND MAPPING OFFICE, LANDS DEPARTMENT

We, _____
(Name of Government Department in full)

confirm that our supply of Digital Map to _____
(Name of Consultant/Contractor in full)

free of charge for the Contract/Agreement No. _____

concerning _____
(Title of project/study)

is essential. We agree to:-

- (i) abide by the attached “Terms and Conditions on the Use of Digital Map from Land Information Centre, Survey and Mapping Office, Lands Department within Government Department” and the “Guidelines to Government Department Requesting on behalf of Consultants/Contractors for Digital Map from Land Information Centre, Survey and Mapping Office, Lands Department” attached to Digital Map Order Form (SMF-0094);
- (ii) follow up to ensure that the Digital Map supplied to the above Consultant/Contractor will be erased and destroyed from any of their computer systems and storage media immediately after the completion of the contract on _____
(the completion date of the contract must be filled in) or date of completion of work, whichever is earlier; and
- (iii) inform Land Information Centre, Survey and Mapping Office, Lands Department to confirm the Digital Map erasure in (ii) above within one month from the expiry of contract or date of completion of work, whichever is earlier.

Signed for and on behalf of the Department

Signature _____

Name _____

Designation _____

E-mail Address _____

Section _____

Tel. No. _____ Fax No. _____

Date _____

**Use of Digital Map from the Land Information Centre,
Survey and Mapping Office, Lands Department within Government Department**

Terms and Conditions

1. Digital Map means map, compilation of map, aerial photo or photogrammetric products in digital form produced by Land Information Centre (hereinafter referred to as "LIC"), Survey and Mapping Office (hereinafter referred to as "SMO"), Lands Department. They include Digital Topographic Map, Digital Land Boundary Map, Geo-Reference Database, GeoCommunity Database, Digital Aerial Photo and Digital Orthophoto.
2. The usage of the Digital Map shall follow the scope as specified in the undertakings.
3. Upon completion of the project or the work as described in SMF-0095, the user shall immediately cease using the Digital Map and confirm to Chief Land Surveyor/Land Information Centre of SMO in writing within two weeks that he is no longer in possession of the Digital Map or any part thereof in any media or in any form and that the same has been permanently erased and/or duly destroyed, as the case may be.
4. If the supplied Digital Map is found to be corrupted or defective within one month from the date of collection by the user, LIC shall replace the supplied Digital Map. The Digital Map will not be regarded as corrupted or defective if it can be loaded into and displayed on the computer system of LIC.
5. LIC shall not be responsible to install the Digital Map or provide any training in the use of the Digital Map and gives no warranty that the Digital Map can be processed on the user's computer systems.
6. The user department acknowledges that the Digital Map has not been prepared specifically to meet its individual requirements and purposes and that it will not have any recourse against LIC for any damage or loss it may suffer in any use or attempted use of the Digital Map.
7. LIC gives no warranty that the Digital Map is error-free and LIC shall in no way be held for any loss or damage which may be suffered by the users or any other persons from the use of the Digital Map.
8. The Government of the Hong Kong SAR remains the owner of the Digital Map at all times. All staff shall not copy or otherwise infringe any intellectual property rights the Government may have in the Digital Map, whether in whole or in part.
9. Prior written consent must be obtained from Chief Land Surveyor/Land Information Centre, Lands Department before the Digital Map in whatever forms, in whole or in part, together with any incorporated data or that of the products derived therefrom are :-
 - (a) distributed to any third party, with or without charges.
 - (b) used on the Internet.
10. In the event that prior written consent is given by Lands Department in the preceding paragraph, the recipient shall display on and in the products containing the Digital Map an acknowledgement with the following wording: "© The Government of the Hong Kong SAR, Map reproduced with permission of the Director of Lands".
11. In the event that the Digital Map in whatever forms, in whole or in part, together with any incorporated data or that of the products derived therefrom have to be distributed to users in other Government Departments, Chief Land Surveyor/Land Information Centre shall be informed as soon as possible so that follow-up action can be taken.