

**UNDERTAKINGS BY GOVERNMENT DEPARTMENT  
FOR PROVISION OF DIGITAL MAP DATA  
FROM LAND INFORMATION CENTRE, SURVEY & MAPPING OFFICE,  
LANDS DEPARTMENT TO CONSULTANTS/CONTRACTORS**

PLEASE COMPLETE IN BLOCK LETTER AND RETURN TO  
LAND INFORMATION CENTRE (LIC), SURVEY AND MAPPING OFFICE, LANDS DEPARTMENT

Digital Map Data means map data in digital form produced by Land Information Centre, Survey and Mapping Office, Lands Department. They include digital topographic map database, digital land boundary database, geo-reference database, GeoCommunity database and digital photogrammetric product(s).

We, \_\_\_\_\_  
(Name of Government Department in full)

confirm that our supply of Digital Map Data 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 Data from the Land Information Center, Survey & Mapping Office, Lands Department within Government Departments" and the "Guidelines to Government Department Requesting on behalf of Consultants/Contractors for Digital Map Data from Land Information Centre, Survey and Mapping Office, Lands Department" attached to Digital Map Data Order Form;
- (ii) follow up to ensure that the Digital Map Data supplied to the above Consultant/Contractor will be erased and destroyed from any of their computers 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 data 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 Data from the Land Information Centre,  
Survey and Mapping Office, Lands Department within Government Departments**

**Terms and Conditions**

1. Digital Map Data (hereinafter referred to as “Data”) means map data in digital form produced by the Land Information Centre (hereinafter referred to as “LIC”), Survey and Mapping Office (hereinafter referred to as “SMO”), Lands Department. They include digital topographic map database, digital land boundary database, geo-reference database, GeoCommunity database and digital photogrammetric product(s).
2. The use of Data, supplied by the LIC, SMO, Lands Department shall be used for the purpose as specified in the Undertaking or the request/memo from \_\_\_\_\_ dated \_\_\_\_\_, ref ( ) in \_\_\_\_\_ .
3. Upon completion of the project or the work as described in the preceding paragraph, the user shall immediately cease using the Data and confirm to the Chief Land Surveyor/Land Information Centre of SMO in writing within fourteen (14) days that he is no longer in possession of the Data 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 Data is found to be corrupted or defective within one (1) calendar month from the date of collection by the users, LIC shall replace the supplied Data. The Data 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 Data or provide any training in the use of the Data and gives no warranty that the Data can be processed on the user's computer system.
6. The user department acknowledges that the Data has not been prepared specifically to meet his individual requirements and purpose and that he will not have any recourse against LIC for any damage or loss he may suffer in any use or attempted use of the Data.
7. LIC gives no warranty that the Data 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 person from the use of the Data.
8. The Government of Hong Kong SAR remains the owner of the Data at all times. All staff shall not copy or otherwise infringe any intellectual property rights the Government may have in the Data, whether in whole or in part.
9. Prior written consent must be obtained from the Chief Land Surveyor/Land Information Centre, Lands Department before the Data in whatever form, in part or in whole, 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 the Lands Department in the preceding paragraph, the recipient shall display on and in the products containing the Data an acknowledgement with the following wording: "© Map/Image data reproduced with permission of the Director of Lands, the Government of the Hong Kong SAR ".
11. In the event that the Data in whatever form, in part or in whole, together with any incorporated data or that of the products derived therefrom have to be distributed to users in other Government Departments, the Chief Land Surveyor/Land Information Centre shall be informed as soon as possible so that follow up action can be taken.