

**UNDERTAKINGS BY CONSULTANT/CONTRACTOR ON THE USE OF  
DIGITAL MAP DATA FROM LAND INFORMATION CENTRE,  
SURVEY & MAPPING OFFICE, LANDS DEPARTMENT**

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

We, \_\_\_\_\_  
(Name of Consultant/Contractor in full)

agree to abide by the following conditions in the use of Digital Map Data from Land Information Centre, Survey and Mapping Office, Lands Department for the Contract/ Agreement No. \_\_\_\_\_

\_\_\_\_\_ with \_\_\_\_\_  
(Name of Government Department in full)

concerning \_\_\_\_\_  
(Title of Project/Study)

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 provided Data shall only be used in the computer systems as specified in the Digital Map Data Order Form.
3. The provided Data shall not be used for any purpose other than the above Contract / Agreement. They shall not be distributed in part or in whole and in whatever forms and media to a third party.
4. The Data stored in our computer systems and storage media shall all be destroyed immediately after the completion of the work for the above Contract / Agreement. The expected date of completion is \_\_\_\_\_. We shall confirm to the LIC that we are no longer in possession of the Data or any part thereof in any media or in any form by completing and returning the form "Confirmation by Government Consultant / Contractor on the Cessation of the Use of Digital Map Data from the Land Information Centre, Survey and Mapping Office, Lands Department" to the above said Government Department within fourteen (14) days.
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 our computer system.
6. We acknowledge that the Data has not been prepared specifically to meet our individual requirements and purpose and that we 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. We 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, Contract/Agreement No. \_\_\_\_\_”.
9. The Government remains the owner of the Data at all times. We shall not copy or otherwise infringe any intellectual property rights the Government may have in the Data, whether in whole or in part.
10. We understand that our staff have to abide by the above conditions upon their use of the Data. If they are proved to be liable for the infringement of copyright of the Data, our company has to compensate the Government for any loss and damage.

Signed for and on behalf of the Consultant/Contractor

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

E-mail Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Date \_\_\_\_\_

Company Address \_\_\_\_\_

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Company Chop