



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

PLEASE COMPLETE IN BLOCK LETTERS AND RETURN TO
LAND INFORMATION CENTRE, 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 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 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 provided Digital Map shall only be used in the computer systems as specified in the Digital Map Order Form (SMF-0094).
3. The provided Digital Map shall not be used for any purposes other than the above Contract/Agreement. They shall not be distributed in whole or in part and in whatever forms and media to any third party.
4. The Digital Map 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 LIC that we are no longer in possession of the Digital Map or any part thereof in any media or in any form by completing and returning the form of "Confirmation by Government's Consultant/Contractor on the Cessation of the Use of Digital Map from Land Information Centre, Survey and Mapping Office, Lands Department" (SMF-0097) to the above said Government Department within two weeks.
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 our computer systems.
6. We acknowledge that the Digital Map has not been prepared specifically to meet our individual requirements and purposes and that we will not have any recourse against LIC for any damage or loss we 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. We 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”.
9. The Government of the Hong Kong SAR remains the owner of the Digital Map at all times. We shall not copy or otherwise infringe any intellectual property rights the Government may have in the Digital Map, whether in whole or in part.
10. We understand that our staff have to abide by the above conditions upon their use of the Digital Map. If they are proved to be liable for the infringement of copyright of the Digital Map, 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 _____

Company Chop