



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

PLEASE COMPLETE IN BLOCK LETTERS AND RETURN IT TO
THE SURVEY AND MAPPING OFFICE, LANDS DEPARTMENT

We, _____ confirm that our supply of
(Name of Government Bureau/Department in full)

Digital Map (Order No. _____ / Licence No. _____) to _____
(Hong Kong Map Service 2.0) (Name of Consultant/Contractor in full)

_____ free of charge for the Contract/Agreement

_____ (Contract/Agreement Title and Number)

concerning _____

_____ (Details of Contract/Agreement)

is essential. We agree to:-

- (i) abide by the “Terms and Conditions on the Use of Digital Map from the Survey and Mapping Office, Lands Department within Government Bureau/Department” and “Guidelines to Government Bureau/Department Requesting on behalf of Consultants/Contractors for Digital Map from the Survey and Mapping Office, Lands Department”;
- (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/Agreement on _____
(the completion date of the contract must be filled in) or date of completion of the work, whichever is earlier; and
- (iii) inform the Survey and Mapping Office, Lands Department to confirm the Digital Map erasure in (ii) above within one month from the end of the Contract/Agreement or date of completion of the work, whichever is earlier.

Signed for and on behalf of the Bureau/Department

Signature _____

Name _____

Designation _____

Section _____

E-mail Address _____

Tel. No. _____

Date _____

**Use of Digital Map from the
Survey and Mapping Office, Lands Department within Government
Bureau/Department**

Terms and Conditions

1. Digital Map means map or map image or compilation of map data in digital form produced by the Survey and Mapping Office (hereinafter referred to as “SMO”), Lands Department and supplied to the public with charges or/and supplied to the Government for internal distribution.
2. The use of the Digital Map shall follow the intended use as specified in the order of Digital Map.
3. Upon completion of the project or the work, the user Bureau/Department shall immediately cease using the Digital Map and confirm to Chief Land Surveyor/Technical of SMO in writing within two weeks that it 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 Bureau/Department, SMO 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 SMO.
5. SMO 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 Bureau/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 SMO for any damage or loss it may suffer in any use or attempted use of the Digital Map.
7. SMO gives no warranty that the Digital Map is error-free and SMO 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. The user Bureau/Department shall use all the Resource Files, including but not limited to fonts, symbols, product information and other related data, together with the Digital Map at all times. The user Bureau/Department shall not extract the Resource Files from the Digital Map, or use or apply the said Files for any other purposes.
10. The user Bureau/Department must apply to and obtain prior written consent from Chief Land Surveyor/ Technical, Lands Department before the Digital Map is permitted to be incorporated in whatever forms, in whole or in part, with any data or that of the products derived therefrom to :-
 - (a) be distributed to any third party, with or without charges.
 - (b) be used on the Internet.
11. In the event that prior written consent is given by Lands Department in the preceding paragraph, the user Bureau/Department shall display on and in the products containing the Digital Map an acknowledgement with the specific wordings provided by the Lands Department.