



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

PLEASE COMPLETE IN BLOCK LETTERS AND RETURN IT TO
THE 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 the Survey and Mapping Office, Lands Department for the Contract/Agreement _____

(Contract/Agreement Title and Number)

with _____
(Name of Government Bureau/Department in full)

concerning _____
(Details of Contract/Agreement)

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 provided Digital Map shall not be used for any purposes other than the above Contract/Agreement.
3. The provided Digital Map shall not be distributed in whole or in part or in whatever forms or media to any third party.
4. The Digital Map stored in our computer systems and storage media shall all be destroyed immediately after completion of the work for the above Contract/Agreement. The expected date of completion is _____. We shall confirm to SMO and our client Government Bureau/Department 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 the Survey and Mapping Office, Lands Department” (**SMF-0097**) to the above said Government Bureau/Department within two weeks upon completion of the work for the Contract/Agreement.
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 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 SMO for any damage or loss we 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. 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.
9. We 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. We shall not extract the Resource Files from the Digital Map, or use or apply the said Files for any other purposes.
10. We must 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.If such is permitted, we shall display on and in the products containing the Digital Map an acknowledgement with the specific wordings provided by the Lands Department.
11. 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.
12. We understand that the Government reserves the right to charge our company for the loss and damage caused to the Government arising from the violation of any condition in this Undertakings, including but not limited to the data charge, copyright charge and relevant administrative charges.

Signed for and on behalf of the Consultant/Contractor

Signature _____

Name _____

Designation _____

E-mail Address _____

Tel. No. _____

Company Address _____

Company Chop

Date _____