



Framework Agreement

ThisIsPLACE Foundation

and

ThisIsPLACE UK

and

ThisIsPLACE Trading Limited

THIS AGREEMENT is dated: **May 2, 2023**

PARTIES:

- (1) **This is PLACE Foundation**, a corporation incorporated under the General Corporation Law of the State of Delaware with file no: 7705179, with its primary place of business at 1701 Rhode Island Ave NW, Washington, DC 20036 USA, and which is a tax-exempt entity under s501(c)(3) of the Internal Revenue Code of the United States

("PLACE US")

- (2) **This is PLACE UK**, a charitable company with registered company number: 14304502, with its registered office at 10 Queen Street Place, London EC4R 1BE

(the "Charity")

- (3) **This is PLACE Trading Limited**, a company registered with company number 14376864 and with its registered office at 10 Queen Street Place, London EC4R 1BE.

(the "Trading Company")

Each a "party" and when taken together the "parties".

BACKGROUND

- (A) PLACE US is a tax-exempt not-for-profit organisation. PLACE US was established to collect and make available for wider use of benefit to the public, high-resolution mapping and geo-spatial data from around the world.

- (B) The Charity is a charitable company and is in the process of registering with the Charity Commission as of the date of this Agreement. It is established for the following purposes:

"To promote and support public access to, use of, and contribution to, open access mapping and geo-spatial data and other geographical and environmental information for utility by the general public; and

to further any other purpose which is charitable under the laws of England and Wales".

- (C) PLACE US is a member of the Charity, alongside the Charity's trustees.

- (D) The Charity is the sole shareholder of the Trading Company.

- (E) The parties have a shared mission to make reliable mapping data accessible for the public benefit and intend to work together and in good faith to achieve this goal.

- (F) The Charity is the sole corporate trustee of a separate charitable trust - The PLACE Trust established by a Trust Deed dated 20 December 2022 (the "**PLACE Trust**"). The PLACE Trust has the same charitable purposes as the Charity. The PLACE Trust is in the process of registering with the Charity Commission of England and Wales as of the date of this Agreement.

- (G) PLACE US collects mapping, geo-spatial and location linked images, data and information under a contract with national Governments around the world. PLACE US will also de-identify

the data that is collected under those contracts. The de-identified data shall be referred to in this agreement as the “**Mapping Data**”. PLACE US assigns all ownership of the data collected under the contracts to the contracting Governments on the condition that a perpetual, irrevocable licence of the Mapping Data is granted to the PLACE Trust under the terms of the “**Governmental Licence Agreement**”.

- (H) It is a condition of the Trust Deed for the PLACE Trust, that the Charity, as sole corporate trustee of the PLACE Trust, must hold the Mapping Data in perpetuity and for the public benefit. The purpose of the PLACE Trust is to ringfence and secure the Mapping Data for the public benefit in perpetuity. The PLACE Trust does not intend to develop, promote or exploit the Mapping Data in any way, beyond the licence that is granted pursuant to the Licence Agreement.
- (I) The Trading Company has separately entered into a licence agreement dated 26 April 2023 with the Charity, as sole trustee of the PLACE Trust, under which the Trading Company is granted a licence of the Mapping Data by the PLACE Trust (the “**Trust Licence Agreement**”).
- (J) PLACE US operates a membership scheme. Organisations that are admitted to the PLACE Community membership scheme (“**PLACE Members**”) must complete a verification process to demonstrate that they are of good standing and will comply with PLACE US’ ethical standards.
- (K) PLACE Members can access the Mapping Data by entering into a licence with the Trading Company. Where PLACE Members are using the Mapping Data for commercial purposes, they will pay the Trading Company a licence fee. The Trading Company intends each year to transfer any taxable profits to the Charity, and a separate Deed of Covenant will be entered into for this purpose.

The Parties wish to formalise the framework for their relationship, including in relation to:

- (A) the licence of the PLACE name and logo from PLACE US to the Charity and Trading Company;
- (B) the licence of the Mapping Data from the Trading Company to the Charity and PLACE US for the limited purposes set out in this Agreement.
- (C) the key principles and mechanisms to guide the relationship between the parties and ensure the Charity’s independence; and
- (D) the provision of support, in the form of sharing resources and services.

IT IS HEREBY AGREED as follows:

1. Interpretation

The definitions in Schedule 1 shall apply.

2. Operating independently and managing conflicts

2.1 The parties intend to work closely together in good faith with the shared aim of creating mapping data for the benefit of the public. They recognise that their organisations and the relationship between them are governed by laws which are enhanced by codes of good practice, and therefore recognise the need to put in place, and comply with the provisions set out below in this clause 2.

2.2 The parties acknowledge that, as a registered charity, the Charity must operate independently from PLACE US and the Trading Company and may only undertake activities intended to further its charitable purposes for the public benefit.

2.3 The parties acknowledge that, as a non-profit 501(1)(c)(3) corporation, PLACE US must be organised and operated for charitable exempt purposes as set out in section 501(c)(3) of the IRS Code, and it must not be organised or operated for the benefit of any private or individual shareholder.

2.4 The parties acknowledge that the Charity must not commit to simply giving effect to the policies and wishes of PLACE US and/or the Trading Company and must be able to conduct arm's-length negotiations with PLACE US and the Trading Company to ensure the arrangements between the Parties continue to be in the interests of the Charity.

2.5 To this end, the parties acknowledge and commit to the following principles and measures to protect the Charity's interests and independence:

2.5.1 *Duty of trustees and duty of PLACE US as a member*

(a) The parties acknowledge that:

(i) the trustees of the Charity:

(A) shall be free to make decisions in the way they decide, in good faith, would be most likely to further the purposes of the Charity; and

(B) must seek only to further the charitable purposes of the Charity and any benefit to PLACE US and/or the Trading Company must be incidental to furthering the Charity's purposes; and

(ii) PLACE US, as a member of the Charity, has a duty to exercise its powers in the way it decides, in good faith, would be most likely to further the purposes of the Charity.

(b) The parties undertake to take reasonable steps to ensure the governing boards of each of the Charity and PLACE US understand and comply with their duties to the Charity.

2.5.2 *Appointment of trustees who are independent of PLACE US*

(a) PLACE US has the right under Article 25.2 of the Charity's Articles of Association to appoint one trustee to the board of the Charity. In accordance with Article 24 of the Charity's Articles of Association, the Charity must have a minimum of three trustees. Therefore, the Charity will strive to

have at least two independent trustees on the board of the Charity, or such greater number as is required to ensure that there are enough independent trustees to satisfy the quorum requirements for trustee meetings under the Articles of the Charity (however the Charity's trustees can continue to act notwithstanding a vacancy in the number of independent trustees). PLACE US will take all reasonable steps to support the Charity in achieving this aim.

(b) An independent trustee, for the purpose of this Agreement and the Charity's Articles of Association, is a trustee of the Charity who is not an employee, director, or trustee of PLACE US (and so is not in a position of facing a conflict of duties or interests towards the Charity and PLACE US.).

2.5.3 *Overlap of trustees between the Charity and Trading Company*

(a) The parties acknowledge that there may be benefits for the parties if some trustees and/or employees of the Charity and or PLACE US serve as directors of the Trading Company. The parties acknowledge that when such trustees and employees are taking decisions in their capacity as directors of the Trading Company, they will act in the way they consider, in good faith, would be most likely to promote the success of the Trading Company for the benefit of its sole shareholder the Charity and in doing so will have regard (amongst other matters) to:

- (b) the likely consequences of any decision in the long term;
- (c) the interests of the Trading Company's employees (if any);
- (d) the need to foster the Trading Company's business relationships with suppliers, customers and others;
- (e) the impact of the Trading Company's operations on the community and the environment;
- (f) the desirability of the Trading Company maintaining a reputation for high standards of business conduct;
- (g) their duties under the Insolvency Act 1986;
- (h) their duties to comply with any other law or regulation to which the Trading Company or its activities are subject; and
- (i) their other duties under Part 10 of the Companies Act 2006.

2.6 *Conflicts of interest and personal benefits*

2.6.1 In relation to the management of conflicts of interest, the parties shall encourage their respective trustees and directors to comply with the relevant provisions of the parties' respective constitutions and conflicts of interest policies (if any), noting that these will be aligned where appropriate.

2.6.2 The Trading Company agrees that it shall not provide to any trustee of the Charity any benefit that would not be permitted under the constitution of the Charity.

2.6.3 *Operational framework and protocols*

(a) The parties commit to:

PLACE Framework Agreement

- (i) maintaining and respecting the confidentiality of any confidential discussions and materials, including board discussions and minutes that relate to confidential matters of the parties;
- (ii) having appropriate funding terms which enable the Charity and PLACE US to further their charitable purposes (as understood by their respective jurisdictions);
- (iii) enabling the parties to draw up their own policies, in consultation with one another;
- (iv) respecting each parties' discretion to determine matters outside the scope of funding or other arrangements with the other parties; and
- (v) each party's right to obtain its own legal and financial advice, as and when required.

3. Provision of support between the Charity and PLACE US

3.1 The Charity and PLACE US agree to provide support and funding to each other in the manner and subject to the conditions set out in Schedule 2.

3.2 In respect of any other support or grants of funds, the Charity and PLACE US acknowledge that:

3.2.1 they may accept or refuse this support and any conditions attached;

3.2.2 subject to (a) any conditions accepted by the receiving party in respect of any particular donation whether of money, or in kind (in particular any conditions required under English law); or (b) any contractual obligations, the receiving Party may determine how such support will be used; and

3.2.3 subject to any separate binding agreement or commitment made to one another from time to time, either party may vary the support provided to the other party and shall provide reasonable notice in writing of the proposed change and to try to minimise any adverse impact on the other party.

3.2.4 For the avoidance of doubt, given the shared charitable objective between the Parties, there is no intention for the Charity or PLACE US to charge the other for the provision of services pursuant to this agreement.

4. Payments for Shared Resources between the Charity and the Trading Company

4.1 The cost of Shared Resources shall be shared as follows:

4.1.1 the Trading Company shall pay to the Charity the costs incurred by the Charity in respect of the Trading Company's use of all Shared Resources which belong to, or are supplied to it by, the Charity;

4.1.2 the Charity shall pay to the Trading Company the costs incurred by the Trading Company in respect of the Charity's use of any Shared Resources (if any) which belong to, or are supplied to it by, the Trading Company;

4.1.3 the apportionment of liability for any Shared Resources between the Charity and the Trading Company shall be determined by reference to fair and common-sense principles based on the respective use made and benefit obtained by the parties in respect of the Shared Resources concerned (with due account being taken of any overheads or other related expenses);

4.1.4 any dispute as to the fair and proper apportionment of the liability for Shared Resources shall be resolved by the independent examiners or auditors for the time being of the Charity;

4.1.5 in considering which, as between the Charity and the Trading Company, shall be the contracting party in relation to any Shared Resource the governing principle shall be that the contracting party shall be the party which is likely to make greater use of the relevant Shared Resource.

4.2 All payments due under this clause shall be exclusive of VAT.

4.3 The parties shall render to each other the appropriate invoices for sums due under this clause.

5. **Licence for Best Use of Name and Logo**

5.1 PLACE US hereby authorises, licences and appoints the Charity as non-exclusive licensees to make Best Use of the Name and Logo and Rights, subject to the terms of this agreement. For the avoidance of doubt, this licence includes the Charity's Best Use of the Name, Logo and Rights in respect of the Charity's role as corporate trustee of the PLACE Trust.

5.2 The Charity shall be permitted to grant a sub-licence of the licence granted under clause 5.1 to the Trading Company, provided that the Charity shall ensure the Trading Company's compliance with the terms of this agreement applying to such licence.

6. **Licence of Mapping Data**

6.1 The Trading Company hereby authorises, licences and appoints the Charity and PLACE US as non-exclusive licensees to use the Mapping Data for the sole purpose of conducting marketing and promotional activities, and internal analysis and reporting, without any right to sublicense the Mapping Data to any third party.

6.2 PLACE US shall enter into a legally binding agreement with a third party to store the Mapping Data and shall ensure that all Parties to this Agreement have access to the Mapping Data including (but not limited to) such access as is required for the Parties, and their licensees to benefit from the licences granted under this Agreement and under the Trust Licence Agreement, the licences to partners and the Master Licence Agreements.

7. **Assignment of other rights**

7.1 All goodwill and intellectual property rights which are generated or created by the Trading Company in the course of its activities are hereby assigned to the Charity. In so far as any such intellectual property rights are necessary for the Trading Company to perform its obligations under this agreement, they are hereby licensed back to the Trading Company for the duration of, and subject to the terms of, this agreement. The Trading Company shall promptly provide to the Charity, on its request, copies of material in which such rights subsist.

8. **Collaboration and Oversight**

8.1 The parties acknowledge that they are working towards a shared objective of facilitating the collection and use of the Mapping Data for the public benefit. The parties agree to co-operate and work in good faith to try to maximise the public benefit delivered by the parties' activities.

8.2 The parties agree to keep each other updated on the activities they are undertaking in furtherance of their respective objects.

8.3 PLACE branding (including the Name, Logo and/or Rights) shall not be licensed for use by entities in other jurisdictions (other than members of PLACE US under a standard licence from the Charity), unless agreed by a majority decision of a member of the board of PLACE US and the Chief Executive officers of PLACE US and the Charity.

8.4 Each party will be able to pursue grants, loans, or apply for other funding as necessary for ongoing operation of the respective entities, and the parties may arrange intergroup loans. In any of these circumstances the parties will agree and, where required formally document the arrangements between themselves.

8.5 In addition to clause 8.2, the Trading Company shall report regularly to the Charity (and, on request by PLACE US, to PLACE US) on its activities (including its finances) and the Trading Company's performance in order to enable the Charity to:

8.5.1 assess the effectiveness of the Trading Company in supporting the Charity and its mission; and

8.5.2 ensure that any support provided by the Charity and PLACE US continues to be justifiable as a good and proper use of the Charity's resources.

8.6 Without prejudice to the remainder of this clause 8:

8.6.1 the Trading Company shall provide the Charity with details of its activities fully and promptly and in such manner as the Charity may from time to time reasonably require; and

8.6.2 the Trading Company shall promptly follow request from the Charity make available to the Charity or its agents all records, papers and information in relation to the matters covered by this agreement and shall allow the Charity and its agents to make copies of them.

8.7 Any dispute as to accounting and records shall be conclusively resolved by the auditors or independent examiners to the Charity for the time being.

9. **Public communications and marketing**

9.1 The parties shall seek to ensure that the public are aware of their separate identities and that, where practical, relevant and proportionate all communications, publicity, literature and other materials, including PLACE US' website, are clear about the distinction between the Charity, PLACE US and the Trading Company as separate legal entities.

9.2 Subject to clause 9.3, at PLACE US's reasonable request, the Charity and/or the Trading Company shall provide copies of public facing materials, websites, social media pages and any other material intended to be issued by the Charity and/or the Trading Company that display the Name or Logo.

9.3 Neither the Charity nor the Trading Company shall be required to provide to PLACE US copies of any materials which are confidential.

10. **Data protection**

10.1 The parties will:

10.1.1 ensure that the data management practices within their respective organisations are undertaken in compliance with the Data Protection Legislation; and

11. enter into a data sharing agreement to provide for their respective obligations under the Data Protection Legislation.

12. Confidentiality

12.1 Each party agrees with the other parties to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any information relating to any other party's business affairs or finances (as the case may be), including information contained in the Data, where knowledge or details of the information was received during the period of or in connection with this agreement.

12.2 The obligations of confidence referred to in clause 12.1 shall not apply to any confidential information which:

12.2.1 is in the possession of and is at the free disposal of the disclosing party or is published or is otherwise in the public domain prior to the receipt of such information by the disclosing party; or

12.2.2 is or becomes publicly available on a non-confidential basis through no fault of the disclosing party; or

12.2.3 is received in good faith by the disclosing party from a third party who on reasonable enquiry by the disclosing party claims to have no obligations of confidence to the other party in respect of it and imposes no obligations of confidence upon the disclosing party.

13. Disputes

13.1 The parties shall attempt to resolve any dispute arising out of or relating to this agreement through negotiations between senior representatives of the parties, who have authority to settle any dispute.

13.2 This clause shall not apply after a notice of termination has been served in accordance with clause 14.

14. Termination

14.1 PLACE US may terminate this agreement immediately by notice in writing if the Charity and/or the Trading Company does anything which in the reasonable opinion of PLACE US is contrary to Best Use or brings or is reasonably likely to bring the Name, Logo or reputation of PLACE US into disrepute.

14.2 The Charity may terminate this agreement immediately by notice in writing if PLACE US and/or the Trading Company does anything which, in the reasonable opinion of the Charity, adversely impacts on the assets, reputation or beneficiaries of the Charity.

14.3 The Trading Company may terminate this agreement immediately by notice in writing if PLACE US and/or the Charity uses the Mapping Data in any way other than as permitted under this agreement.

14.4 Any party may terminate this agreement immediately by notice in writing to the other Parties if:

14.4.1 Any other party commits a material breach of this agreement and is not able to cure the breach within 30 days of becoming aware of the breach; or

14.4.2 a resolution is passed for the voluntary or compulsory liquidation of any other party, or a receiver or administrator is appointed over all or part of the other party's business or assets or any analogous action or proceeding takes place in any jurisdiction.

14.5 Any party may terminate this agreement on three months' notice.

14.6 Termination of this agreement shall be without prejudice to any right or remedy of any party against the other parties subsisting at the time of termination and obligations as to confidentiality shall in any event continue.

15. **Consequences of termination**

On termination of this agreement under clause 14:

15.1 The Charity and the Trading Company shall:

15.1.1 immediately cease to use (or cease to use within such time as PLACE US shall require) the Name and Logo and Rights, and shall desist from all future use of the Name and Logo and Rights or any confusingly similar trade marks or signs, save where expressly permitted to do so in writing by PLACE US;

15.1.2 within 30 days of the date of termination change or procure the change of its registered name so that it does not consist of or contain any of the Name or Logo or any words or expressions or designs confusingly similar to any of them;

15.2 direct any enquiries regarding the Name or Logo to PLACE US; and

15.3 co-operate with PLACE US in cancelling any registration of this agreement as a licence or of the Charity and/or Trading Company as a permitted user of the Name and Logo.

15.4 PLACE US and the Charity shall immediately cease to use (or cease to use within such time as the Trading Company shall require) the Mapping Data and shall promptly return all copies of the Mapping Data to the Trading Company, save where expressly permitted to do so in writing by the Trading Company.

16. **No agency or partnership**

Unless prior and specific consent is given, each party undertakes not to:

16.1 act as or hold itself out as a joint venturer with or agent or partner of the other party;

16.2 contract with any person or entity on behalf of or in the name of the other party;

16.3 commit the other party;

16.4 in any other way make the other party liable,

unless it has obtained the prior written consent of the other party.

17. **General**

17.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in

PLACE Framework Agreement

accordance with the law of England and Wales, and each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claims.

17.2 This agreement is personal as between the parties and none of the parties may assign its rights and/or obligations under this agreement without the other parties' prior written consent.

17.3 No amendment or addition to this agreement shall be made unless made in writing and executed by the parties.

17.4 No delay, single or partial exercise or omission of any party in exercising any right under this agreement shall operate to impair such right or be construed as a waiver thereof.

17.5 If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable or illegal the remaining provisions shall continue to apply.

17.6 This agreement does not create any right enforceable by any person not a party to it.

17.7 No party shall be liable for any breach of any term of this agreement which is the result of any cause beyond its reasonable control.

17.8 Any demand, notice or other communication by any party to the other may be delivered personally to the recipient or sent to the recipient by post or email. Any such notice, demand or other communication shall be deemed to have been received 14 days after posting (using standard international post), and immediately upon personal delivery or where sent by email, provided no adverse answerback is received, whether or not it is actually received.

SCHEDULE 1

DEFINITIONS

In this agreement the following words and phrases shall have the following meanings (unless the context otherwise requires):

"Best Use"	a use (including sub-licensing) of the Name, Logos and Rights that furthers the purposes of PLACE US and which: <ul style="list-style-type: none">(i) does not damage or conflict with, or threaten to damage or conflict with, the good name and reputation of PLACE US;(ii) does not cause or threaten reasonable objection by a significant number or group of customers or clients of PLACE US; and(iii) does not conflict with or threaten to conflict with the social and commercial aims and/or policies of PLACE US from time to time;
"Data controller, data processor and personal data"	shall have the meanings given to the following terms in the UK GDPR: "controller", "processor" and "personal data"
"Data"	means all data owned by the Charity relating to the names and addresses and other details of supporters/customers of the Charity and shall, for the avoidance of doubt, include personal data as defined in the Data Protection Legislation;
"Data Protection Legislation"	means (i) the Data Protection Act 2018, (ii) UK GDPR, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including guidance and codes issued by the Information Commissioner, statutory instruments (and any re-enactment or amendment of such laws and regulations);
"Mapping Data"	has the meaning given to it at paragraph G of the Recitals to this Agreement;
"Name and Logo"	means the name and logos used by PLACE US;
"Rights"	all intellectual property rights, including without limitation copyright, trade mark and database rights and any other intellectual property rights whether registered or not, which are owned or used by PLACE US from time to time and which PLACE US is entitled to license to the Charity, other than rights in relation to the Name, Logo and Data granted pursuant to this agreement.
"Shared Resources"	means all staff, premises, facilities, equipment and other resources which are shared by the Charity and the Trading Company from time to time;

“UK GDPR”

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of s.3 of the European Union (Withdrawal) Act 2018.

SCHEDULE 2

SUPPORT TO BE PROVIDED BETWEEN THE CHARITY AND PLACE US

Part A

1. To advance their shared purpose to make reliable mapping data accessible for the public benefit, the Charity and PLACE US agree, subject to the conditions in Part B of this Schedule 2, to provide the following types of support, free of charge, to the other:

1.1 As a donation in kind, operational resources such as:

(a) staff time;

(b) office space (as mere licensee), facilities and equipment; and

(c) administrative and financial support services (including the benefit of advice from third parties commissioned shared between the parties),

according to the requests made with reasonable notice to each other's nominated representatives.

1.2 Donations of money requested with reasonable notice to each other's nominated representatives.

Part B

2. The Charity and PLACE US agree that:

2.1 Any resources can only be provided to the extent, and at the intervals, that each party deems it possible, according to their own strategic needs and legal requirements;

2.2 Any resources provided by the Charity must be used by PLACE US solely for the purpose of activities which fall within the Charity's objects (as understood in English law), and if any resources are used for other purposes, the Charity may immediately require PLACE US to repay an equivalent amount to the Charity;

2.3 Any resources provided by PLACE US must be used by the Charity in accordance with all legal requirements notified to the Charity by PLACE US to ensure that PLACE US is furthering charitable exempt purposes (as defined by the IRS Code).

3. Each party will:

3.1 Keep clear records of the resources donated to the other party, and how any resources received have been used;

3.2 Ensure that they make the other party aware of the nominated representatives authorised to make any requests under Part A, and to promptly inform the other party on any change to those nominated representatives;

4. To the extent any funding has been provided to either party, in the event of the receiving party's insolvency such amount shall become immediately repayable;

PLACE Framework Agreement

5. Provide, to the reasonable satisfaction of the party which is donating funds or resources, regular updates as to how these have been used.

6. In addition to any other information supplied under this agreement, each party shall promptly provide the other with such information as they may reasonably request in relation to the use of any resources provided.

PLACE Framework Agreement

Signed for and on behalf of

ThisIsPLACE Foundation

Name: Peter Ratent, PLACE US

Signature: 

Date: May 2, 2023

Signed for and on behalf of

ThisIsPLACE UK

Name: Billy Cobbett, Chair, ThisIsPLACEUK Trustees

Signature: 

Date: 3 May 2023

Signed for and on behalf of

ThisIsPLACE Trading Limited

Name: Denise McKenzie, Director, ThisIsPLACE Trading Limited

Signature: 

Date: 3 May 2023