

THE ACACIA PROGRAMME

MEMORANDUM OF UNDERSTANDING

12 September 2002

1 Purpose of MOU

This MOU documents the intention of each of the Members as defined below to develop and implement the programme known as the Acacia programme. Although agreed by all participants in the programme, it is not a legally binding document or contract. Neither does it purport to describe all aspects of the programme.

2 Programme aims

The programme aims to co-ordinate the development and maintenance, and promote the use, of a definitive, consistent and joined-up national infrastructure of property addresses and related data with the related mapping so as to facilitate major economies, efficiencies and service improvements both in the public sector and throughout the economy.

As currently envisaged, the programme aims to promote the development and maintenance in the national interest of definitive national databanks of addresses (including postal and other elements), streets, non-addressable properties and in due course property ownership and occupancy parcels, together with the related definitive mapping, all linked together and held as a land and property layer within the framework of OS MasterMap, and all continuously updated and readily accessible to users. A fuller statement of programme objectives is at Annex A.

3 Programme members

The participants in the programme, designated here as "Members", are HM Land Registry, Registers of Scotland, Local Government Information House, Ordnance Survey, Royal Mail and Valuation Office Agency.

The Members recognise that each Member has a unique contribution to make to the integrated national facility proposed. This MOU reflects the fact that all Members wish to work together on the issues set out in the MOU. The Members have already made much progress in discussions but acknowledge there is still much to finalise. A summary of their current approach to the matters raised in paragraphs 4 to 10 is set out in Annex B.

Each of the Members further agrees that all of these issues need to be documented clearly and unambiguously. To that end, the Members will enter into future agreements which will document in full all of the issues set out in this MOU and related issues, including:

- the roles of each Member
- the terms upon which each Member provides data within the framework of the programme
- ownership of Acacia-related data
- maintenance of Acacia-related data
- information as to how the data is to be sold
- pricing of the data
- ownership of IP Rights in Acacia-related data.

Such agreements will be conducted under English Law.

4 Governance

The Members will form a Programme Executive Board (PEB) to provide direction for the programme in accordance with the aims set out in section 2 above and to oversee programme funding. The composition and roles of the PEB will be set out in future agreements.

All members are committed to work together in the national interest, and in the interests of customers, on all aspects of the Acacia programme while continuing to discharge their important individual roles.

5 Programme Manager and Secretariat

The PEB will appoint a Programme Manager and Secretariat to support the Board in shaping, developing and delivering the programme. The roles of the Programme Manager and Secretariat will be set out in future agreements.

6 Programme Technical Team

The PEB will appoint a Programme Technical Team (PTT) to advise on and oversee implementation of technical solutions in support of the Programme aims. The composition of the PTT and its roles will be set out in further agreements.

The Members wish to agree an approach on the following areas.

- (a) integration of NLPG and postal addresses
- (b) the co-ordination of streets data
- (c) the maintenance and updating of the Acacia-related datasets
- (d) the development of land parcels (polygons)
- (e) non-postally-addressable properties

Future agreements will set out in full the approach agreed by the Members in relation to each of these issues.

7 Sales and Marketing

The Members wish to reach agreement on how to approach the following issues:

- (a) Selling Acacia-related products
- (b) Market Research
- (c) Pricing and royalties for Acacia derived products
- (d) Value Added Resellers (VARs)

Future agreements will set out in full the approach agreed by the Members in relation to each of these issues.

8 Intellectual property

The Members agree that Intellectual property rights (IP) of each Member will be defined in full in future agreements.

9. Communications

The Members agree that the further agreements will document in full the procedures under which communications shall be made in relation to Project Acacia.

10 Confidentiality

The Members plan to conclude a separate legal agreement on confidentiality.

11 Signatures of present Acacia Board Members

As current Acacia Executive Board members we the undersigned support this MoU.

On behalf of HM Land Registry:

Date:PETER COLLIS

On behalf of Ordnance Survey:

Date:VANESSA LAWRENCE

On behalf of Consignia plc:

Date:.....RICHARD ROCHE

On behalf of LGIH:

Date:.....ANDREW LARNER

On behalf of Registers of Scotland:

Date:.....ALAN RAMAGE

On behalf of Valuation Office Agency:

Date:..... MICHAEL JOHNS

General objective

The programme aims to promote the development and maintenance in the national interest of definitive national databanks of addresses (including postal and other elements), streets, non-addressable properties and in due course property ownership and occupancy parcels and possibly other elements as well, together with the related definitive mapping, all linked together and held as a land and property layer within the framework of OS MasterMap, and all continuously updated and readily accessible to users, so as to facilitate major economies, efficiencies, convenience and service improvements both in the public sector and throughout the economy.

Specific objectives

1. Facilitate completion of definitive, accurate, up to date *national databanks of addresses and street names, including definitive postal addresses, alias addresses and uprns (and in due time non-addressable properties as well)*, which will be available to replace thousands of separate addresses lists currently in use and will be used by public services, utilities and private sector users
2. Facilitate the *linking of addresses, streets and other textual data with mapping and map reference data* so that each dataset can be immediately accessed from the other
3. Facilitate the development of a *common and consistent national framework of property parcels or polygons*, broadly reflecting ownership or occupancy, which can be integrated within OS MasterMap and related to other important national polygons, including administrative areas, land use, environmental and planning polygons as well as physical features
4. Facilitate effective *dissemination of these data by electronic means* so as to ensure that maximum use is achieved in the national interest by public sector, commercial and personal users, along with ready access to other data held by Local Authorities, Land Registries, NLIS, Valuation Offices, Ordnance Survey and others
5. Facilitate the development of a robust but affordable *technical architecture* capable of delivering these facilities, keeping them up to date and making them readily accessible to users
6. Co-ordinate plans for *phasing in* the provision of these facilities in a spirit of not letting the best be the enemy of the good
7. Ensure effective *marketing* of the facilities, inside and outside the public sector, so as to ensure public sector take-up and make them readily accessible to the private sector
8. Focus keenly on serving the *public interest and customers* in the public, commercial and personal sectors
9. Ensure that the *data providers receive reasonable financial returns*, that their IP rights are respected, and that the work they have done in developing their brands, products and services is not needlessly duplicated or undermined
10. Encourage the development of *value-added applications* and packages by private firms
11. Develop a *governance and management structure* which will enable all the above things to happen and ensure that they do happen.

ANNEX B
**SUMMARY OF POTENTIAL APPROACHES TO PRINCIPAL PROGRAMME
ISSUES**

1 Governance (MOU section 4)

As noted in section 4 of the MOU, the Members will form a Programme Executive Board (PEB) to provide direction for the programme in accordance with the aims set out in section 2 and to oversee programme funding. The present intention is that:

- the PEB will include the Chief Executive Officers or other suitable representatives of the member bodies
- the PEB may invite others, too, after due consultation, to serve as Members or observers
- the PEB will appoint a Chairman who may be either from one of the participant bodies or independent.

2 Programme Manager and Secretariat (MOU section 5)

As noted in section 2 of the MOU, the PEB will appoint a Programme Manager and Secretariat to support the Board in shaping, developing and delivering the programme. The intention is that the Programme Manager will report to the Board and not to individual Members. Roles will be further defined in future agreements.

3 Programme Technical Team (MOU section 6)

The PEB will appoint a Programme Technical Team (PTT) consisting of the Programme Manager and representatives from the Member bodies and the Secretariat to advise on and oversee implementation of technical solutions in support of the programme aims, including connecting of the key data as a layer within OS MasterMap. On present expectations, individual member bodies will undertake many if not most of the tasks identified but some tasks may be assigned or contracted out to third parties.

The PEB and the PTT will pursue the scope for re-engineering of functions, joint working and sharing of information in all areas so as to eliminate wasteful duplication of effort by member bodies and the development of inconsistent or disconnected products. Some areas of particular priority in this connection are:

- (a) *Integration of NLPG and postal addresses:* a procedure has already been launched for resolving how these two datasets will be integrated and made available
- (b) *Streets:* Members will discuss the scope for co-ordinating NSG, NLPG and PAF and OS streets data, with any necessary re-engineering
- (c) *Data maintenance:* members will work together to design and implement a rigorous yet cost-effective regime for maintaining and updating the accredited Acacia datasets based on the principle that the data suppliers themselves will be responsible for updating their own data
- (d) *Development of land parcels (polygons):* present initiatives will be combined, rationalised and co-ordinated so far as possible
- (e) *Non-postally-addressable properties:* the members concerned will work together on definition of categories, point references and polygons.

The PTT will also look at questions of data quality, technical links, links with other related data and timeliness.

4 Sales and Marketing (MOU section 7)

The marketing of Acacia-related datasets will be discussed in detail prior to any final agreements. Present intentions are:

- (a) *Selling Acacia-related products.* There is no intention unreasonably to restrict the marketing by data suppliers of their own data. For the foreseeable future, moreover, all Members will be able to sell products covered by the Acacia initiative through existing channels under licence from the data suppliers. As soon as market conditions permit, however, the intention is that Members will where possible use the common Acacia-derived or Acacia-accredited data. Members will also consult each other before launching new marketing initiatives.
- (b) *Market Research:* Existing research is available and an early adopters programme will be undertaken.
- (c) *Pricing and royalties.* The structures for pricing and royalties on Acacia-related data will be coherent, transparent and consistent with EU and national competition legislation. The aim will be to devise prices and royalties for all Acacia-related outputs in a way that: fairly reflects the inputs into Acacia and the licensing position of each Member.
- (d) *Value Added Resellers (VARs).* The Programme will bring together and make available basic infrastructure and reference data in user-friendly forms. It will not seek to develop more sophisticated applications combining Acacia-accredited data with private sector data. Members will actively encourage VARs to develop such applications so as to maximise the benefits to users throughout the economy.

5 Intellectual property (MOU section 8)

As noted in MOU section 8, intellectual property rights (IP) will be defined in agreements to be developed as part of the programme. The basic principles will be:

- a) Members will retain all vested rights and ownership of IP in data or other elements they supply to other Members
- b) Where data re-engineering takes place, any IP rights and ownership issues will be addressed and resolved at or before the development stage.

6 Communications (MOU section 9)

It is envisaged that the Programme Secretariat, in consultation with representatives of member bodies, will act as a central point of contact for external communications such as press releases.

7 Confidentiality (MOU section 10)

As noted in the MOU section 10, the Members plan to conclude a separate legal agreement on confidentiality. Member bodies and the Secretariat propose to ensure that Acacia business remains strictly confidential unless the PEB decides otherwise.