



Undertakings by Consultant/Contractor of Government on the Use of LiDAR Data from Civil Engineering and Development Department (CEDD)

We, _____
(Name of Consultant/Contractor in full)

agree to abide by the following conditions on the use of the LiDAR Data from CEDD for the
Contract/Agreement No. _____(hereinafter referred to as the Contract/Agreement)

with _____concerning
(Name of Department)

(Title of Project/Study)

1. Our right to use the LiDAR Data is non-exclusive, revocable, non-transferable, non sub-licensable and applicable in Hong Kong only and shall be terminated upon the completion of the work for the Contract/Agreement, or early termination of the Contract/Agreement, or at any time upon notice to us. The LiDAR Data provided shall not be used for any purposes other than for the Contract/Agreement stated in the LiDAR Data Order Form.
2. The LiDAR Data stored in our computer systems and storage media shall all be destroyed immediately after the completion of the work for the above Contract/Agreement, or early termination of the Contract/Agreement. The expected date of completion is _____. We shall confirm to CEDD that we are no longer in possession of the LiDAR Data or any part thereof in any media or in any form by completing and returning the form of "Confirmation by Consultant/Contractor of Government on the Cessation of the Use of LiDAR Data from Civil Engineering Development Department" (SDF-069) to CEDD within two weeks upon completion of the work for the Contract/Agreement or early termination of the Contract/Agreement.
3. CEDD shall not be responsible for installation of the LiDAR Data or provision of any training on the use of the LiDAR Data and gives no warranty that the LiDAR Data can be processed on our computer systems.
4. We acknowledge that the LiDAR Data has been prepared by CEDD of the Government of the HKSAR or its consultants to serve their own purpose and for their own use. They are not prepared to meet the user's individual requirements and purpose specifically. The Government of the HKSAR gives no warranty that the LiDAR Data is error-free. The Government of the HKSAR shall under no circumstances whatsoever be responsible for or held responsible for any loss or damage which may be suffered by the users in consequence of the use of the LiDAR Data.
5. We acknowledge that the LiDAR Data were prepared in accordance with the practice and information available at the time of preparation. They are therefore subject to time limitation as subsequent changes in technical knowledge and/or physical changes in site conditions may affect parts of the LiDAR Data.

6. We acknowledge that the Government of the HKSAR remains the owner of LiDAR Data at all times. We are permitted to make copy of the LiDAR Data for the sole purpose of the Contract/Agreement as stated in the LiDAR Data Order Form. We shall not infringe any intellectual property rights of the Government of the HKSAR in the LiDAR Data, whether in whole or in part. We shall obtain the prior written consent separately from the Chief Land Surveyor of the CEDD Headquarters should we distribute or publish any reports, technical papers or relevant products, which involve the use of the LiDAR Data, to any third party or in the public domain. In the event that the consent is given, we shall make acknowledgement to the Government of the HKSAR that –

- a) the Government of the HKSAR is the owner of the intellectual property rights in the LiDAR Data; and
- b) whilst the Government endeavours to ensure the accuracy of the LiDAR Data, no statement, representation, warranty or guarantee, express or implied, is given as to its accuracy or appropriateness for use of the LiDAR Data in the reports or technical papers or relevant products and the Government is not responsible for any loss or damage whatsoever arising out of or in connection with the use of the LiDAR Data.

in the reports or technical papers or relevant products. We shall not distribute the LiDAR Data in whole or in part and in whatever forms and media to any third party.

7. We understand that our employees must abide by the above conditions upon their use of the LiDAR Data. If any of our employees are proved to have breached any of the above conditions, we shall indemnify the Government of the HKSAR against all losses, liabilities, damages and costs incurred or suffered by the Government of the HKSAR as a result of the said breach.

Signed for and on behalf of the Consultant/Contractor

Signature _____

Name _____

Designation _____

E-mail Address _____

Tel. No. _____

Fax No. _____

Date _____

Company Address _____

Company Chop