

COPYRIGHT AND OWNERSHIP CONSIDERATIONS

The BGS acknowledges that the copyright of the records is still vested with data donors or with the clients /organisations who commissioned the work. When paper records are scanned, the copyright of scanned images will be **jointly** vested in BGS and the donor. If confidentiality is requested the data will not be passed to external third parties without the express permission of the data donor.

The ownership of the information itself and that of the copyright and other intellectual property rights must be clearly established before a data collection is deposited. The BGS can offer advice and guidance about clearing intellectual property rights including copyright.

INFORMATION SUPPLIED UNDER STATUTE

Any information supplied to the NGRC by the Donor, which is covered by existing statutory requirements of deposit will not be considered as part of this agreement.

SUPPLY OF DATA TO THIRD PARTIES

Unless specified as being held under commercial confidentiality BGS will supply information to third parties at a standard cost unrelated to the value of the data. This data is supplied with the terms and conditions of use and an exclusion warranty.

TERM AND TERMINATION

This agreement will be effective from the date of signature on the Schedule. It will remain in force for an initial period of 1 year, at which point it will be reviewed by BGS. Subject to any necessary changes and to the satisfaction of both BGS and the Donor, the Agreement will then continue for each subsequent year unless terminated by either party giving to the other not less than three months written notice.

ASSIGNMENT

The Donor shall not be entitled to assign, sub-licence or otherwise transfer the benefit of this Agreement to any person outside the Donor's organisation without the prior written consent of NERC. If the Donor company or organisation holding a BGS QPQ Agreement is taken over, or merged with another company, a new QPQ will be required before the resulting entity is entitled to NGRC waivers.

NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out at the head of the Schedule or such other address in the UK as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served, if by hand when delivered; if by first class post, 48 hours after posting and, if by facsimile transmission, when dispatched.

ENTIRE AGREEMENT

The QPQ Agreement supersedes all prior agreements and arrangements between the parties and constitutes the entire agreement between the parties relating to the subject matter.



**British
Geological Survey**

NATURAL ENVIRONMENT RESEARCH COUNCIL

Quid Pro Quo Agreements for donation and access to geoscience information within the National Geological Records Centre

British Geological Survey, Keyworth, Nottingham, NG12 5GG

Telephone: 0115 9363100 Facsimile: 0115 9363200

E-mail: ngrc@bgs.ac.uk

BGS website: www.bgs.ac.uk

The British Geological Survey is a component body of the Natural Environment Research Council

INTRODUCTION

The British Geological Survey (BGS), as part of Natural Environment Research Council (NERC), assumes responsibility for administering the National Geological Records Centre (NGRC) a component of the National Geoscience Data Centre (NGDC), forming the national geological archive. The deposit of data and related documents (information) in the NGRC by other organisations is encouraged and BGS is prepared to consider waiving certain charges for access to NGDC where a formal agreement for exchange of information would be of benefit to the national archive. Further details are contained in the separate document "Guide to the Deposit of Geoscientific Records with BGS".

The following describes a Quid Pro Quo (QPQ) Agreement between BGS and the Donor covering the submission of geoscience information to, and access to geoscience information within, the NGRC.

YOUR SCHEDULE

This will include details of the type and volume of data to be supplied by the Donor and of related charges and waivers to be applied by BGS for access to the NGRC by the donor. Once this has been signed by both the BGS and the donor the agreement will be established.

BGS SHALL

BGS shall waive in part, and as described in the schedule, charges imposed for the supply of information from the NGRC. These are standard charges set to cover staff time incurred in retrieval and selection of information, for copying or transfer to the required format and for contribution to the cost of maintaining the reference collections. **No charges are made for the data themselves.** Waivers do not apply to payments required for other BGS materials including (i) the preparation of individual geological reports (ii) the interpretation of data (iii) the fees for the separate issue of Copyright Licences or (iv) BGS Digital Data Licence fees and the subsequent supply of licensed datasets.

THE DONOR SHALL

The Donor shall submit the agreed geological, technical or environmental information in a suitable agreed format, either paper or digital, to the NGRC. The information will be provided without fee, on a regular basis and of sufficient proportion in relation to the amount of information requested by the Donor in return, as described in the Schedule.

REGISTRATION AND CONFIDENTIALITY OF DONATED INFORMATION

All the information received will be registered and then indexed within ORACLE database tables. To facilitate access to data BGS may scan paper records and hold the images within an information retrieval system. The index information and the records themselves are then available to BGS staff to aid geological interpretation as part of the national geological mapping programme.

If the Donor requests that the information is held on a confidential basis, the conditions as described in the "Guide to the collection of Geoscientific Records" apply. If required, data may be held confidential for a maximum of 4 years. Requirements beyond this period can be discussed and negotiated. BGS is bound by current legislation and may be obliged to release information under controlled procedures. Information will be stored physically separate from open file data and where held digitally will be password protected on a secure server. Only the existence of the data and the geographic location will available externally via the BGS Enquiry Service and the BGS Web Sites (www.bgs.ac.uk/geoindex). Any requests for release of data will be referred to the Donor.

EXCLUSION OF LIABILITY

Your use of information provided by the British Geological Survey (BGS) is used at your own risk. Please read any warnings given about the limitations of the information.

In view of the disparate sources of information at the BGS's disposal, including much material donated to the BGS that is accepted in good faith as being accurate, the Natural Environment Research Council gives no warranty as to the quality or accuracy of the information or its suitability for any use. All implied conditions relating to the quality or suitability of the information, and all liabilities arising from the supply of the information (including any liability arising in negligence) are excluded to the fullest extent permitted by law.

The BGS draws customers or recipient's attention to the following considerations that may affect the quality or accuracy of information supplied:

- Geological observations are made according to the prevailing understanding of the subject at the time. The quality of such observations may be affected by subsequent advances in knowledge, improved methods of interpretation, and better access to sampling locations.
- Raw data may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected to quality control to ensure reliability where possible, some raw data may have been processed without human intervention and may in consequence contain undetected errors.
- Detail clearly defined and accurately depicted on large-scale maps may be lost when small-scale maps are derived from them.
- Although samples and records are maintained with all reasonable care, there may be some deterioration in the long term.
- The most appropriate techniques for copying original records are used, but there may be some loss of detail and dimensional distortion when such records are copied.
- Data may be compiled from the disparate sources of information at BGS's disposal, including material donated to BGS by third parties, and may not have been subject to any verification or other quality control process.
- Data, information and related records, which have been donated to BGS have been produced for a specific purpose, and that may affect the type and completeness of the data recorded and any interpretation. The nature and purpose of data collection, and the age of the resultant material may render it unsuitable for certain applications/uses. You must verify the suitability of the material for their intended usage.
- The data, information and related records supplied by BGS should not be taken as a substitute for specialist interpretations, professional advice and/or detailed site investigations. You must seek professional advice before making technical interpretations on the basis of the materials provided.
- If a report or other output is produced for you on the basis of data you have provided to BGS, or your own data input into a BGS system, please do not rely on it as a source of information about other areas or geological features, as the report may omit important details.