



**BRITISH GEOLOGICAL SURVEY MEDIA-USAGE LICENCE AGREEMENT**

**DATE:** 2012

**PARTIES:**

- (1) Natural Environment Research Council (NERC) as represented by the British Geological Survey of Environmental Science Centre, Keyworth, Nottingham, NG12 5GG ("BGS");
- (2) ( ) ("the Recipient").

**BACKGROUND:**

- (a) BGS wish to make available to the Recipient material data as identified in Schedule 1 (hereinafter referred to as "BGS Material") in order for the Recipient to produce a Programme for exploitation throughout the World.
- (b) The Recipient wishes BGS to make the BGS Material available to them on a non-exclusive basis in perpetuity.

**OPERATIVE TERMS:**

1. Definitions and interpretation

1.1 In this Agreement the following terms shall have the meanings set out below:

**"BGS Material"** means the materials as described in Schedule 1, including any Modifications and Production developed;

**"Modifications"** means materials, digital or otherwise, created by the Recipient from the BGS Material which contain or incorporate wholly or any part thereof items made using material supplied by the BGS;

**"Production"** means any digital or other production, recording, copying, reproduction, transmission and/or performance created by the Recipient through use of the BGS Material and Modifications in whole or in part, for exploitation, promotion and/or advertising throughout the world by all means and in all media whether now known or hereafter discovered or developed including without limitation broadcasting by television and inclusion in cable programmes.

1.2 The clause headings in this Agreement are included for convenience only and shall not affect the interpretation of it.

## **2 SUPPLY OF BGS MATERIAL**

2.1 In consideration of

- 2.1 (a) BGS agreeing to supply the BGS Material to the Recipient; and
- 2.1 (b) the Recipient making arrangements to include the Material in the Production (which the Recipients intends but does not undertake to do so),

the Recipient hereby agrees to pay the BGS the sum of £1 (sufficiency and receipt of which is hereby acknowledged) and both parties agree to the mutual obligations and conditions contained within the agreement.

2.2 BGS reserves the right to supply the BGS Material and information identical or similar to the BGS Material to any other commercial or non-commercial entity.

2.3 The Recipient shall not supply the whole or any part of the BGS Material to any other person without the prior approval of BGS.

## **3. OWNERSHIP OF THE BGS MATERIAL**

3.1 The BGS Material and all intellectual property rights in them shall at all times remain the property of BGS, save that BGS will grant to the Recipient and persons authorised by the Recipient the non-exclusive right to use the BGS Material for the Production. Use of such Material includes the right to edit, copy, add to, take from, adapt or translate the Material as the Recipient sees fit, however this permission is granted by BGS on the understanding that there shall be no distortion, mutilation, or modification to the BGS Material that is prejudicial to the reputation of the BGS and/or NERC.

3.2 The Recipient shall not assign, charge, encumber or otherwise deal with any of the BGS Material or any of its rights or obligations under this Agreement apart from where it is deemed necessary by the Recipient to bring about the Production.

## **4. USE OF THE BGS MATERIAL**

4.1 The Recipient undertakes that the BGS Material will only be used for the purposes of the Production and will only use it for other purposes with the prior written consent of BGS. Where any publication takes place, due acknowledgements should be given, either on the BGS Material as it is broadcast, transmitted or performed, or by way of acknowledgement at the conclusion of any such broadcast, transmission or performance via any media known. BGS agree and acknowledge that any acknowledgement shall remain in accordance with and subject to the approval and standard practice of the Production's broadcaster or other principal financier.

4.2 Provided Recipient has notified relevant third parties of the provisions of Paragraph 4.1 above, no inadvertent failure by Recipient to comply with the provisions of Paragraph 4.1 and no failure of such third parties to accord you credit in accordance therewith shall constitute a breach of this agreement by Recipient and in no event shall BGS be entitled by virtue of such failure to enjoin or restrain the distribution or exhibition of or advertising or publicity for the Production.

4.3 Where any BGS Material is to be used for the purpose of the Production, the Recipient undertakes that it will provide copies of such Material to the BGS Intellectual Property Team prior to the use of such Material by the Recipient. The Team will provide the necessary confirmation that the Material is free from Third Party ownership and consent for the Recipient to use such Material And hereby grant the Recipient an irrevocable royalty-free non-exclusive licence to use the BGS Material in all media throughout the world in perpetuity

4.4 The Recipient shall ensure that all its employees and all other persons engaged in any work regarding the BGS Material are aware of and comply with the terms of this Agreement.

## **5 WARRANTIES**

5.1 BGS make makes no representation or warranty (but will make all efforts to ensure):

(a) as to title, quality or fitness for purpose of the BGS Material; and/or

that

- a) they are duly authorised and entitled to grant the rights herein granted;
- b) the supply by BGS or the use by the Recipient of the BGS Material will not infringe the intellectual property rights of any third party and will not entitle any person to claim any payment from the Recipient or from any distributor appointed by the Recipient; and
- c) any persons appearing in the BGS Material have given their consents to enable the Recipient to exploit the programme in all manner and in all media throughout the world for the full period of copyright (SAVE THAT the Recipient shall comply with the exclusion/restriction concerning BGS or NERC staff contained in Schedule 1).

5.2 Both parties warrant to each other that with respect to the BGS Material they have complied with and will at all times in the future comply with all relevant legislation and regulations including without limitation the Data Protection Act 1998, any statutory amendments or re-enactments of it and all the regulations made under it.

## **6 LIABILITY**

6.1 Except to the extent prohibited by law, BGS shall have no liability to the Recipient whether in contract, negligence or any other tort or otherwise in relation to the supply of the BGS Material or the use, keeping, production or disposal of the BGS Material arising from the use thereof by the Recipient or by any other person.

6.2 BGS expressly excludes liability for loss of data, loss of profit, business or goodwill and all other indirect or consequential loss or damage suffered or incurred by the Recipient or by any other person arising from the supply of the BGS Material or the use, keeping, production or disposal of such materials.

6.3 The Recipient shall defend, indemnify and hold BGS, its officers, employees and agents harmless against any loss, claim, damage or liability including legal costs and fees (of whatsoever kind or nature) which may arise in connection with this Agreement or the use, keeping, production or disposal of the BGS Material by the Recipient or on its behalf.

6.3 BGS does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of its employees, agents or authorised representatives or for any fraudulent misrepresentation made by BGS, its employees, agents or authorised representatives in relation to the supply of the BGS Material or otherwise in connection with this Agreement.

## **7 COSTS**

7.2 The BGS Material is provided free of cost, further details of which are contained at Schedule 1.

## **8 TERMINATION**

8.1 This Agreement shall terminate by either party for any reason on 30 days prior written notice to the other.

8.2 Termination of this Agreement for any reason shall not relieve BGS and the Recipient of its obligations under this Agreement including without limitation those set out in clauses 4 and 8.3

8.3 On termination of this Agreement, the Recipient shall provide to BGS copies of all documents, information, data and results obtained through use of the BGS Material.

8.4 Immediately upon service of notice of termination by BGS for any reason whatsoever in accordance with clause 8.1 the Recipient shall discontinue its use of the BGS Material and shall, in accordance with the directions of BGS, at its own cost and expense either return or destroy unused parts the BGS Material SAVE THAT the Recipient shall be entitled to continue using BGS Material supplied in accordance with clause 4.3 above.

## **10 NOMINATED OFFICERS**

10.1 The Nominated Officers who will have primary responsibility for liaison between the Recipient and BGS on all aspects of the work are:

**For the Survey:**

**Name:**

**Address**

British Geological Survey, Keyworth,  
Nottingham, NG12 5GG

**Telephone :**

**Fax:**

**E-Mail:**

**For Recipient:**

**Name:**

**Address:**

**Telephone:**

**Fax:**

**E-Mail :**

## **11 ASSIGNMENT**

11.1 No party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, whether in whole or in part without the prior written permission of the other party.

## **12 NO AGENCY ETC**

12.1 Nothing in this Agreement is intended to create, imply or evidence any partnership or joint venture between the parties or the relationship between any of them of principal and agent. No party has any authority to make any representation or commitment or incur any liability on behalf of any of the others.

## **13. VISITS TO BGS/NERC SITES**

13.1 The Recipient undertakes that when visiting any site operated by BGS or NERC it will:

13.1(a) Prior to any visit and with reasonable notice, provide an authorised person or the nominated officer with a written schedule of the intended visit, with details of persons to be visited, names and identities of the Recipient employees, subjects to be discussed and any BGS Material likely to be removed from the site;

13.1(b) Ensure all its employees and officers are fully aware of all BGS/NERC Health and Safety requirements and that such employees take adequate and reasonable care when visiting such site. This includes the protection of all equipment brought on site by employees and officers of Recipient; and

13.1(c) Not to carry out any such visits unless accompanied or under the supervision of a member of BGS staff.

## **14 MISCELLANEOUS**

14.1 The Recipient agrees to do all such acts and execute such documents as are required by BGS to give effect to the terms of this Agreement or to enable BGS to enjoy the full benefit of this Agreement (including but not limited to ownership of the BGS Material), save that the Recipient shall not be obliged to include the BGS Material in the Production.

14.2 This Agreement may not be amended unless in writing signed by the duly authorised officer of each party.

14.3 The Recipient agrees to provide BGS with ten digital copies of the Production for BGS's own internal use and BGS agrees and acknowledges that any commercial or broadcast exploitation of the copies shall be strictly prohibited.

14.4 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement between the parties relating to such subject matter.

14.5 Each party performing this Agreement is acting as an independent contractor and not as an employee or agent of the other and neither party shall assume any obligation of any kind whether express or implied on behalf of the other party or bind or commit the other party in any way.

14.6 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.7 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England.

IN WITNESS of which this Agreement has been executed on the above date.

Signed by the authorised representatives of the parties:

Signed for and on behalf of

For and on behalf of

NATURAL ENVIRONMENT RESEARCH  
COUNCIL:

Name:

Name:

Position:

Position:

Signature:

Signature:

Date:

Date:

## **Schedule 1**

### **BGS Material**

All documents, maps, images, graphics, animations, photographs, and video clips

or

BGS material associated with the following events:

Facial images or material which identify members of staff of BGS or NERC cannot be included as BGS Material unless appropriate permission is sought from those who can be identified.