

REF: IPR/**nnn-nnxx**

## INNOVATION AGREEMENT

DATE: **dd/mmm /yy**

### PARTIES:

- 1) United Kingdom Research and Innovation as represented by the British Geological Survey of Environmental Science Centre, Keyworth, Nottingham, NG12 5GG ("BGS");
- 2) **[Insert Recipient Details]** ("Recipient").

### BACKGROUND:

- a) BGS wish to make available to Recipient digital data as identified in Schedule 1 (hereinafter referred to as "BGS Data"), together with certain confidential information and know-how relating thereto, for a period of ninety days from the signing of this agreement.
- b) Recipient wishes BGS to make the BGS Data, confidential information and know-how available to them on a non-exclusive basis for the purpose ("the Purpose") as defined in Schedule 1.

### OPERATIVE TERMS:

#### 1 Definitions and interpretation

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

"BGS Data" means the materials as described in Schedule 1, including any Modifications and Usage Products developed;

"Confidential Information" means any and all confidential information and know-how of BGS relating to the BGS Data and disclosed to Recipient pursuant to this Agreement;

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

"Purpose" means the sole purpose for which the Recipient is provided the BGS Data as set out in Schedule 1;

"Research" means any experimental research, evaluation, assessment, proof of concept or marketing purposes details of which are set out in Schedule 1; and

"Usage Products" means any digital or other product created by Recipient through use of the BGS Data other than Modifications.

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

#### 2 SUPPLY OF THE BGS DATA

- 2.1 In consideration of BGS agreeing to supply the BGS Data and the Confidential Information to Recipient, Recipient agrees to pay the delivery and data costs (as set out under Administration Costs within Schedule 1) and be bound by the terms and conditions of this Agreement.

- 2.2 BGS reserves the right to supply BGS Data, materials and information identical or similar to the BGS Data and the Confidential Information to any other commercial or non-commercial entity.

- 2.3 Recipient shall not supply the whole or any part of the BGS Data to any other person.

- 2.4 The Recipient shall refer to BGS all requests from third parties/persons not working under the direct supervision of the Recipient for supplies of the BGS Data.

### **3 OWNERSHIP OF THE BGS DATA, CONFIDENTIAL INFORMATION and MODIFICATIONS**

- 3.1 The BGS Data and the Confidential Information and all intellectual property rights in them shall at all times remain the property of BGS. Nothing in this Agreement is intended in any way to grant the Recipient any intellectual property or other rights in relation to or over the BGS Data.
- 3.2 Recipient shall not assign, charge, encumber or otherwise deal with any of the BGS Data or the Confidential Information or any of its rights or obligations under this Agreement.
- 3.3 Modifications which contain or incorporate wholly or any part thereof items made using material supplied by the BGS, must be reported to BGS and will belong to BGS, even when produced at a future time. Reproduction of the Modifications to the BGS Data is not permitted by the Recipient under this Agreement. On creation of the Modifications the Recipient will require separate licence arrangements to be agreed in writing with BGS.
- 3.4 The Recipient will notify BGS as soon as it becomes aware of, or suspect, any infringement or other breach by you or any other third party of the intellectual property rights in the BGS Data. The Recipient agrees to co-operate and give BGS all reasonable assistance in pursuing or dealing with any such infringement or breach.

### **4 USE OF THE BGS DATA AND THE CONFIDENTIAL INFORMATION**

- 4.1 Recipient undertakes that the BGS Data and the Confidential Information will only be used for the Purpose, research and proof of concept work as identified in Schedule 1 and agrees not to use such for any commercial purpose or commercially sponsored research without the prior written consent of BGS.
- 4.2 Recipient shall ensure that all its employees and all other persons engaged in any work regarding the BGS Data and Confidential Information are aware of and comply with the terms of this Agreement.

### **5 WARRANTIES**

- 5.1 BGS makes no representation or warranty:
- a) as to title, quality or fitness for purpose of the BGS Data; or
  - b) that the supply by BGS or the use by Recipient of the BGS Data will not infringe the intellectual property rights of any third party.
- 5.2 Both parties warrant to each other that with respect to the BGS Data 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.
- 5.3 Recipient should take into account the special conditions applied to BGS's GeoSure Insurance Product at Schedule 2.

### **6 LIABILITY**

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

- 6.3 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 Data and/or the Confidential Information by Recipient or on its behalf.
- 6.4 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 Data or the Confidential Information or otherwise in connection with this Agreement.

## **7 DURATION AND COSTS**

- 7.1 This agreement will last for a period of ninety days from the date of signature hereto.
- 7.2 The BGS Data are provided free of cost, further details of which are contained at Schedule 1.

## **8 CONFIDENTIALITY**

- 8.1 Recipient shall keep and shall ensure that its employees keep secret and confidential the Confidential Information and other information (whether or not technical) of a confidential nature which has been communicated to it by BGS either prior to or as a result of this Agreement and shall not disclose the same or any part of the same to any person other than its employees directly concerned in the research or inspection of the BGS Data.
- 8.2 The provisions of clause 8.1 shall not apply to such know-how and information:
- a) as Recipient can prove to the satisfaction of BGS was already in its possession (other than under any obligation of confidentiality owed to BGS) at the date of receipt; or
  - b) which becomes public knowledge otherwise than through a breach of an obligation of confidentiality owed to BGS; or
  - c) is required to be disclosed by a court of law or government authority.
- 8.3 The obligations of confidentiality contained in this Agreement shall survive for a period of 10 years after termination of it.

## **9 TERMINATION**

- 9.1 This Agreement shall terminate ninety days from the date of signature unless terminated earlier by either party for any reason on 5 days prior written notice to the other. The duration of the Agreement may be extended beyond the date of agreed completion with the prior written consent of BGS.
- 9.2 Termination of this Agreement for any reason shall not relieve Recipient of its obligations under this Agreement including without limitation those set out in clauses 4, 8, and 9.3.
- 9.3 On termination of this Agreement, Recipient shall provide in confidence to BGS copies of all documents, information, data and results obtained through use of the BGS Data.
- 9.4 Immediately upon termination of this Agreement or upon service of notice of termination by BGS for any reason whatsoever in accordance with clause 9.1 Recipient shall discontinue its use of the BGS Data and shall, in accordance with the directions of BGS, at its own cost and expense either return or destroy unused parts of the BGS Data and all the Confidential Information.

## **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: Requestor

Address:  
British Geological Survey  
Environmental Science Centre  
Keyworth  
Nottingham  
NG12 5GG

Telephone: 0115 936 xxxx

E-Mail: name@bgs.ac.uk

For Recipient

Name: Mr/Mrs etc

Address:  
Company name  
Company address

Telephone: 123456789

E-Mail: email address

## 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. Where BGS has consented to the transfer of information to the Recipient's sub-contractors, the Recipient will ensure that any sub-contractor acting on your behalf (in pursuit of the Purpose) observe the restrictions on the use of the BGS Data set out in this Agreement.

## 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 MISCELLANEOUS

13.1 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 Data).

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

13.3 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.

13.4 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.

13.5 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.

13.6 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

13.7 The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

13.8 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.

**14 DISPUTE RESOLUTION**

- 14.1 If any dispute arises in connection with this agreement, senior representatives of the parties with authority to settle the dispute will, within [14] days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 14.2 If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than [28] days after the date of the ADR notice."
- 14.3 The commencement of mediation will not prevent the parties commencing or continuing court proceedings/arbitration.

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  
UNITED KINGDOM RESEARCH AND  
INNOVATION:

Name:

Position:

Signature:

Date:

For and on behalf of  
COMPANY NAME:

Name:

Position:

Signature:

Date:

**SCHEDULE 1**

**“BGS Data”**

- Dataset names

**Geographical area of interest:**

- GB

**Format**

- ESRI shapefile

**The “Purpose”**

Dataset evaluation purposes only.

**Period**

90 days

**Administration Costs**

[Insert figure to be charged]

## SCHEDULE 2

### Additional Limitations on the use of GeoSure Insurance Product ("GIP")

In addition to the exclusion of warranties and liabilities of BGS in connection with datasets and products contained within this Innovation Agreement, the Recipient agrees to take into account the following conditions/limitations when using GIP:-

- a) The six GeoSure hazards on which GIP is based is based on, and limited to, an interpretation of the records in the possession of BGS at the time the dataset was created. The Recipient must take this into account when advising their customers or end users and providing solutions. The GIP will probably be the latest release, but the Licensor does not warrant this is the case;
- b) The six Hazard Visualisation layers are GIS polygon layers representing where the most significant hazard potential exists. This does not mean that areas outside of the polygons have no hazard potential, only that hazard potential is less significant;
- c) The GIP has been specifically developed for the insurance of low-rise buildings and those with shallow foundations of less than 2 metres;
- d) The spatial resolution of the of the Hazard Visualisation (HV) layers data is the same as the GeoSure data they are derived from, which therefore requires that a minimum search radius of 50 metres around the site or property to be utilised in any application (in addition to any site, property or other search area);
- e) The licensing of any GIS software (e.g. ESRI) and topographical information (e.g. Ordnance Survey) used when displaying HV layers is the responsibility of the end users, and not BGS;
- f) GeoSure is concerned with potential ground stability related to natural geological conditions only: GeoSure does not cover any man-made hazards, such as contaminated land or mining. The sole exception to this is the Compressible Ground hazard layer, which does consider man-made ground e.g. landfill; and
- g) An indication of natural ground instability does not necessarily mean that a geographical location will be affected by ground movement or subsidence. Such an assessment can only be made by inspection of the area by a qualified professional.