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Our Ref: IPR/xxx-xx

CONDITIONS FOR THE USE OF BGS DATA

In consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the rights and benefits granted by United Kingdom Research and Innovation ("UKRI"), a body corporate set up by the law of England and Wales, acting through its component institute The British Geological Survey, of Environmental Science Centre, Keyworth, Nottingham, NG12 5GG ("BGS") under this Undertaking, in relation to usage by customer name & address ("short form reference for customer") of the following data ("Data"):

Description of 'Data';

are subject to the following terms and conditions.

1. The ownership and copyright of the Data is retained by UKRI. No transfer of the ownership of any Intellectual Property Rights in the Data arises, or is implied, under the terms of this Undertaking.
2. The Data may be used by customer name for your own internal evaluation purposes, until enter expiry date (if appropriate). Any other usage of the Data will be subject to prior written permission from BGS.
3. The agreed fee associated with the supply of the Data for use by customer name as permitted under this arrangement is £TBC + VAT and customer name agrees to pay this fee within 30 days of the issuance of a BGS invoice for this amount.
4. The following acknowledgement should accompany any materials derived from the Data: "Based upon Data provided by the British Geological Survey © UKRI. All rights reserved."
5. Other than as provided for under this Undertaking, no part of the Data may be traded, published, sold, or in any other way supplied, or made available by Customer name to any third party.
6. The Data has not been subjected to BGS standards of scrutiny and approval. No warranty is provided by BGS with regard to the Data's suitability for any specific usage. BGS is not obliged to provide any updates to the Data nor can it undertake to correct any errors or omissions identified within or associated with the Data. Neither UKRI nor its employees accept any liability in respect of loss, damage, injury or any other occurrence arising from the use of the Data, nor for any reliance on results arising out of use of the Data.
7. The rights granted under this Undertaking may be terminated by BGS: (i) with immediate effect, by giving notice to Customer name if Customer name is in breach of any of these conditions and (if it is capable of remedy) the breach has not been remedied within 14 days after the BGS's notice identifying the breach and requiring its remedy; or (ii) by giving 28 days' notice of a wish to terminate.
8. The term of the rights granted above will expire as described at 2 above. Any extension of this term will be subject to the prior written agreement of BGS.



9. On expiry or termination of this Undertaking, all Data will be removed from **Customer name's** computer systems/destroyed. **Customer name** shall be permitted to retain (i) one copy of the Data for archival purposes only and as reasonably necessary to demonstrate compliance with the terms and conditions of this Undertaking, including in connection with legal proceedings; and (ii) such additional copies of or any computer records or files containing such Data that have been created solely by **Customer name's** automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with its standard archiving and back-up procedures, but not for any other use or purpose.
10. These conditions are governed by **English/Scottish** law and you agree to the exclusive jurisdiction of the **English/Scottish** Courts. Notwithstanding any other provision of this Undertaking and for the avoidance of doubt, nothing in this Undertaking shall prevent any Party from complying with its obligations under the Freedom of Information (**Scotland**) Act 2000/2002 or any similar regulation (including the Environmental Information (**Scotland**) Regulations 2004). Wherever possible, and in accordance with any applicable Code of Practice issued with the legislation, BGS and **customer name** will consult with each other before making any disclosure pursuant to the legislation in relation to this Undertaking.

UNDERTAKING:

In consideration of the rights granted above, the undersigned undertakes to accept and observe the conditions of provision of the Data as detailed above

For and on behalf of **Customer name**

Signed: _____

Name: _____

Date: _____

Please sign and return to:

Digital Licensing Section
British Geological Survey
Environmental Science Centre
Keyworth
Nottingham
NG12 5GG

Email: iprdigital@bgs.ac.uk