



**British  
Geological Survey**

NATURAL ENVIRONMENT RESEARCH COUNCIL

## **ASK NETWORK PARTNERSHIP INNOVATION AGREEMENT – developing knowledge exchange in the Glasgow area**

Ground investigation data, and their interpretation, underpin all successful regeneration and development activities, and are of significant long-term value to future urban planning, development and environmental management. Difficulty in accessing and re-using these data, however, often limits their wider potential impact and value beyond their initial use.

The aim of this Innovation Agreement is to provide the basis for an improvement in knowledge exchange and the flow of information between organisations involved in the use of ground investigation data, and in particular their acquisition, interpretation, reporting and re-use. Under the agreement, the British Geological Survey (BGS) wishes to make available the Draft Central Glasgow digital 3D geological model and 3D models of the immediate surrounding area (bedrock and superficial deposits). The models and exports of data from these will be made available to the ASK Network Partnership members who agree to their use under the terms and conditions of the agreement.

Access to these subsurface data and knowledge will be in addition to the digital data already available for the Glasgow area from the BGS (e.g. non-confidential borehole scans). Subject to the terms of the agreement, it is anticipated the period of use will be one year from the date of signing the agreement.

Use of the data is limited to:

1. Assisting all issues relating to the subsurface in connection with work for the Glasgow City Council (GCC) and other local and regulatory authorities that have signed this agreement.
2. Research, proof of concept and developing models and other geotechnical products for the internal use of such signatories, but not for purely commercial use outside the ASK Network Partnership without further permission from BGS.

It is anticipated that in the next phase of development of the ASK Network that the availability of wider coverage of updated 3D geological data will be made available and tested for a wider range of uses under the agreement.

It is hoped the Innovation Agreement will also lead to improved deposition of new ground investigation data to the BGS. This would enable more efficient updating of 3D subsurface models, which would in turn be made available to better inform future ground investigations, and planning and development decisions.

REF: IPR/\_\_\_\_\_

**THE ASK NETWORK PARTNERSHIP  
INNOVATION AGREEMENT**

DATE: \_\_\_\_\_

**PARTIES:**

- (1) Natural Environment Research Council as represented by the **British Geological Survey** of Environmental Science Centre, Keyworth, Nottingham, NG12 5GG (“BGS”);
- (2) Glasgow City Council.

(“Recipient”).

To be signed by Members of ASK Network Partnership.

(Collectively being the representatives of the “The ASK Network Partnership”

**BACKGROUND:**

- (a) BGS wish to make available to Recipient proprietary digital data and models 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 one year 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:

“**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;

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

“**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;

**“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 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.

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.

3.4 Recipient agrees in connection with the use by Recipient of the 3D models as supplied as part of the BGS Data, to provide BGS with feedback on the usefulness of the models and the formats supplied and other information that may assist in model update and refinement. This feedback will in turn be used to support the ASK Network Partnership.

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

4.1 Recipient, subject to any prior approvals by BGS, 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) BGS having satisfied itself through reasonable checks, 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 legislation relating to data protection, any statutory amendments or re-enactments relating to 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 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 reasonably incurred legal costs and fees which may arise directly out of any breach by the Recipient of this Agreement excluding any such liabilities that are as a result of a breach of this Agreement by BGS.

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 one year from the date of signing the agreement.

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 procure 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 statute, 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 one year from the date of signing the agreement, 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: Dr S D G Campbell \_\_\_\_\_  
Address  
British Geological Survey  
Murchison House  
West Mains Road  
Edinburgh EH9 3LA

Telephone: 0131 667 1000

E-Mail: [ASK\\_Network@bgs.ac.uk](mailto:ASK_Network@bgs.ac.uk)

For Recipient :  
Name:  
Address:

Telephone:

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 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 (English law jurisdiction only).

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

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  
NATURAL ENVIRONMENT RESEARCH  
COUNCIL:

For and on behalf of  
\_\_\_\_\_:

Name

Name

Position

Position

Signature

Signature

Date

Date

## **SCHEDULE 1**

### **“BGS Data”**

Available during the year following the date of signing the agreement:

Draft Central Glasgow 3D Superficial Deposits and bedrock geological models, plus a buffer (covering the Glasgow City Council area at a minimum), plus a user guide to the models.

And

*Central Glasgow Geotechnical GIS* – containing:

Bedrock and superficial geology

Modelled surfaces from the 3D geology model (digital terrain model; the tops, bases and thickness of each superficial deposit; and bedrock surfaces to mOD)

Information on mining, including shaft and adit locations, the number of seams and the mineral extracted

Terminal depths of boreholes and pits

Representation of man-made materials in the anthropogenic deposits

Ability for interactive data presentation from the GIS database

### **Area**

Glasgow City Council area NS56NE, NS66NE, NS56SE & NS66SE, plus buffer (to be determined)

### **Format to be discussed\***

Options likely to include: LithoFrame Viewer, ArcGIS, 3D PDF, Gocad, Microsoft Access and Excel

### **The “Purpose”**

To assist all issues relating to the subsurface in connection with work for the Glasgow City Council (GCC) and other local and regulatory authorities that have signed this agreement in connection with the ASK Network Partnership. Use includes developing models and other geotechnical products for the internal use of such signatories, but not for purely commercial use outside the ASK Network Partnership without further permission from BGS.

### **Period**

One year from the date of signing the agreement.

### **Fee**

None

\*Note that any subsurface data or information supplied to GCC (or other local authorities that have signed up to the ASK Network) will be supplied to BGS in a format determined by GCC