



# **Information Fair Trader Scheme**

Verification of commitment to information fair trading

British Geological Survey

September 2006

Unlocking the potential of public sector information



<b>PART ONE: INTRODUCTION</b>	<b>3</b>
<b>PART TWO: KEY CHANGES</b>	<b>5</b>
<b>PART THREE: HIGHLIGHTS AND AREAS FOR IMPROVEMENT</b>	<b>6</b>
<b>PART FOUR: PROGRESS</b>	<b>9</b>
<b>APPENDIX 1: SUMMARY OF RECOMMENDED ACTIONS</b>	<b>12</b>
<b>APPENDIX 2: WEBSITE REVIEW</b>	<b>13</b>
<b>APPENDIX 3: LICENCE REVIEW</b>	<b>16</b>

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## PART ONE: INTRODUCTION

### Information Fair Trader Scheme

1. The Information fair Trader Scheme (IFTS) is the best practice model for public sector bodies wishing to demonstrate compliance with the Re-use of Public Sector information Regulations 2005. IFTS ensures that re-users of public sector information can be confident that they will be treated reasonably and fairly by public sector information providers.
2. The British Geological Survey (BGS) is not a Crown body and is not, therefore, required to join IFTS. In addition, it is not covered by the Re-Use of Public Sector Information Regulations. The BGS first applied to join IFTS as a voluntary member.

### First verification

3. The (BGS) first underwent an IFTS verification in October 2004. At its first verification, BGS demonstrated a very high level of compliance with IFTS. The recommendations made at the first verification and the progress BGS has made in meeting them can be found in Part Four.

### Re-verification

4. Re-verification is important as organisations change and staff move on. It is also an opportunity for OPSI to ensure that the recommendations of the last verification have been fully implemented. The frequency of re-verification is based on several risk factors including the complexity of the licensing system, how critical the information is and the standard of compliance at the first verification. The BGS is assessed as a Medium risk organisation and should be verified every 2 years.

### Licensing Activity at British Geological Survey

5. The BGS is a component organisation of the Natural Environment Research Council (NERC), which is the UK's leading body for basic, strategic and applied research and monitoring in the environmental sciences. The UK Business Development team leads the commercial side of the UK direct licensing and Value Added Reseller (VAR) business. The IPR section manages the digital data licences, the VAR agreements, copyright licences, copyright permits, and collects fees and royalties from licensees and VARs. The IPR section also gives advice to BGS staff and external parties about copyright and IPR issues as well as liaising with NERC about copyright and IPR issues.
6. Income from licensing and copyright for 2005 – 2006 was 1.35M and the projected figure for this financial year is 1.5M . The Business

Strategy stresses the need to increase income from licensing of data products.

## Overall Assessment

7. Although there are some areas which need further improvement, the verification team found several examples of best practice and these will be outlined below. The BGS is particularly strong with regard to the principle of Openness; actively encouraging re-use where possible. It does everything within its power to meet customer requirements. Although the BGS allows negotiation of terms, conditions and prices, it restricts this to the first VAR of a particular dataset. It then applies the same terms and prices to all other VAR customers re-using the dataset for the same purpose. It does not allow any negotiation with direct licensees of its data.
  
8. There is some room for improvement in the area of transparency. Although the website is very detailed, the review of digital data licences has shown that some could be more transparent and there is some repetition. The BGS is aware that its licences need some attention and has already stated its intention to carry out a licence review. With regards to compliance, there is room for improvement on the intranet. Overall the staff interviewed had an excellent awareness of IFTS and BGS' policies regarding re-use. The BGS had received one informal complaint. This was prior to the introduction of the complaints process and was handled well. Staff are aware of the process to follow should another complaint be received.
  
9. There were many examples of best practice and the BGS is re-accredited to the IFTS.

## PART TWO: KEY CHANGES

10. The number of licensees and Value Added Resellers (VARs) has grown since the first verification and this area is constantly evolving and growing. The BGS has become very proactive in promoting re-use of its information. The BGS has developed policies and procedures in the area of information trading, which enables it to be confident that it is treating customers fairly. The BGS has created a new position within the IPR section which is a middle stage between the digital licensing assistants and the Head of the IPR section. This is a welcome addition to the team. In addition, the BGS now has a published complaints procedure and internal processes in place to deal with any complaints that may arise. The BGS is planning to implement further changes over the coming months and OPSI will keep in regular contact to discuss any potential issues or to give advice if necessary.

## PART THREE: HIGHLIGHTS AND AREAS FOR IMPROVEMENT

### Openness

11. The BGS is committed to encouraging re-use of its information and allows re-use wherever possible. When making decisions about which datasets to produce, it is a two-way process driven by both customers and internally. The Head of UK Business Development has good working relationships with customers and obtains feedback about what information and datasets they would find useful. This ensures that the BGS is customer-driven and is not stifling the market.
12. The BGS holds some information which is not fit for purpose, but which customers are interested in re-using. This could contain elements of third party copyright, be out of date or not quality assured. The BGS recognises that some customers are still interested in re-using this information and has developed 'permission to use' agreements stating that customers should be aware that the data has not been quality assured and that the BGS will not accept liability for the information. The customer signs a simple form if they are happy to accept this information regardless. **This is an example of best practice as it is opening up its information for re-use.**
13. If the BGS is approached for information it does not produce or hold as a matter of course, it will consider collecting the information following customer requests if it falls within the scope of the core business. **This is an example of best practice, as the licensing arm of the organisation is customer-focused and is encouraging growth of the information industry.**
14. The BGS has a simple Memorandum of Understanding (MoU) for potential customers wishing to re-use its data. The MoU states an intention to work fairly and openly with the potential customer and allows the customer to test its data before the licence is signed. **Recommendation: The Memorandum of Understanding should be published on the BGS website.**
15. The BGS has an open policy with regard to derived data in that it does not restrict the way data is re-used by its VARs, although it does protect copyright. This is good practice, as it allows VARs to work innovatively and is not onerous.

### Fairness

16. There is evidence from both interviews and licensing file reviews that the BGS treats its customers fairly. The charges for digital data to

direct licensees are levied on a unit cost basis, and the same charges are applied to all direct licensees for the same dataset. Similarly, discounts to direct licensees for multi-seat use and multi-year licences are applied equally across the board. For Value-Added Resellers, once a price has been set for the BGS information in a specific VAR report (e.g. for the conveyancing market), the same prices are applied equally to all VARs. Discounts apply equally to all VAR clients.

17. The BGS is aware of competition issues that can arise and seeks to avoid these by enforcing its policy of not competing with its VARs. The BGS is aware that competition is an important aspect of re-use that needs careful consideration but is confident that this policy should avoid any conflict.
18. During the review of the licensing files there were several instances of standard letters being issued when issuing licences, updates and distributing information. **Issuing standard letters is an example of best practice as it ensures standardisation across customer groups.**

## Transparency

19. A website review was conducted by a member of the Standards team who did not attend the on-site verification. The BGS scored very highly in this review. Information about re-use and how to obtain a licence can be found in one place and is easy to follow. There is detailed guidance on what information is available and how to apply for a licence. The licence review can be found in Appendix 2.
20. There is evidence in the file of negotiation of terms and conditions and pricing with its VARs. As mentioned under fairness this is restricted to the first customer requesting a particular dataset and is minimal. There is, however, no negotiation with direct licensees. Charges to these customers are levied the same across the board, with exactly the same discounts applied for multi-seat use and multi-year licence agreements. **Recommendation: The BGS should continue to keep negotiation with VARs to a minimum and ensure that discounts continue to be applied fairly.**
21. It was not clear how the BGS had arrived at some of its prices. Best practice is to work out how much datasets have cost to produce and maintain and base costs on this. The BGS explained that this is not an easy way of setting prices as much of the data was collected many years ago. Nevertheless, this should be the starting point when deciding upon prices. **Recommendation; The BGS extends cost plus modelling when setting prices across its range of information products.**
22. A review of the standard licences was carried out by a member of the Standards team who did not attend the verification or carry out the

website review. The reviewer found that some of the licences could be simplified and written in Plain English. The relationship with NERC could also be made clearer. The review can be found in Appendix 3. Recommendation: **The BGS reviews its standard licences in line with the suggestions in the licence review attached.**

## Compliance

23. The Intranet needs updating as although there is a large amount of information which can be accessed from the IPR homepage, much is out of date, including office notices from 1998 and policies from 2003. It can be more dangerous to publish out of date information as staff could be following a policy which is no longer applicable. There is a useful section outlining IPR staff and responsibilities, but this has not been updated since 2005. It would be useful to include some information from the internet, as this is very detailed. In addition the BGS should publish internal guidance, policies and procedures as well as links to useful web pages such as IFTS, competition law, PSI Regulations etc. The BGS has the makings of an effective intranet but it would be useful to re-design the site to ensure it contains the most useful information for BGS staff. **Recommendation: the BGS should update its intranet site in line with the comments above.**
24. BGS staff are aware of how to access policies and procedure notes and where to go for advice internally. There is a clear reporting line and it is clear who has authority on particular issues.

## Challenge

25. The BGS has a complaints procedure, which is published on its website. This has been developed and published since the first verification. Internally, staff are aware of the process to follow if a complaint does occur. The BGS has recently started monitoring customer feedback, and although it has not received any complaints in this area since the introduction of the procedures, it has the mechanisms in place should complaints be raised.
26. The BGS has received one informal complaint which was directed to the UK Business Development Manager (the complainant's main contact). This was prior to the introduction of the complaints process. The complaint was handled very well and was resolved within the same working day. Most staff are aware of the process to follow if future complaints are received. **Recommendation: The BGS should ensure that there is a clear distinction between a complaint and frustration/grumble in addition to raising awareness of how to deal with each.**

## PART FOUR: PROGRESS

Principle	Ref	Recommendation	Priority	Action Taken	Status
Openness	27	BGS should consider developing a clear definition of when data is considered 'approved' and fit for licensing in order to ensure that the maximum amount of information is available for re-use.	M	A publication worksheet has been published on the Internet.	Complete
	28	BGS should justify its current position with regard to licensing information for re-use on the internet and should permit re-use of data on the internet to an extent which does not risk its copyright position.	H	The BGS has published statements and policies regarding re-use on the internet.	Complete
Fairness	33	BGS should publicly justify the current policy towards academics.	L	The BGS has a policy on academics and this will be updated shortly.	Complete
Transparency	39	BGS develops an information asset list.	H	Review of licensable datasets is currently underway and this will be published once complete.	Complete
	40	BGS should explain that digital re-use in a commercial environment (VARs) is permitted, and who to approach for more information.	H	A new page about this has been published on the internet.	Complete

	41	BGS has a form for potential customers to complete, detailing their requirements. It should provide this on the website.	M	The form has been published on the internet.	Complete
	43	information about analogue pricing be published on the website in a similar way to the existing information about digital data pricing.	H	The BGS catalogue is available for download and is updated annually.	Complete
	45	BGS publish some basic principles relating to pricing and royalty rates.	H	This has been published on the website and linked to datasets.	Complete
	46	BGS publish brief details about exceptions to normal policy on the website.	M	A list of exceptions has been published on the internet.	Complete
	48	the copyright section of the BGS website would benefit from being laid out in a clear way, with an explanation of the different types of licence and their applicability. Exceptions and a complaints procedure should also be published. BGS may consider setting up a form of online licensing for simple cases.	M	The copyright section has been greatly improved. There is currently no online licensing but this is under discussion.	Complete
Compliance	52	BGS take steps to strengthen the knowledge base within IPR section.	M	The IPR section has a new staff member with patents and legal experience, a 'Digital Rights Adviser' which has helped strengthen the knowledge of the section	Complete

Challenge	56	BGS formalise existing practice by producing and publishing a formal complaints procedure.	H	The complaints procedure has recently been published on the internet.	Complete
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## APPENDIX 1: SUMMARY OF RECOMMENDED ACTIONS

This is a summary of the recommended action to:

- remedy the weakness identified; and,
- strengthen the commitment to Information Fair Trading.

Principle	Ref	Recommendation	Priority
Openness	14	The Memorandum of Understanding should be published on the BGS website.	M
Transparency	20	The BGS should continue to keep negotiation with VARs to a minimum and ensure that discounts continue to be applied fairly.	H
	21	<b>The BGS extends cost plus modelling when setting prices across its range of information products.</b>	M
	22	The BGS should review its standard licences in line with the suggestions in the licence review.	H
Challenge	26	The BGS should ensure there is a clear distinction between a complaint and a frustration/grumble in addition to raising awareness of how to deal with each.	M

## APPENDIX 2: WEBSITE REVIEW

## IFTS Website Assessment

Organisation: BGS

Site available at: [www.bgs.ac.uk](http://www.bgs.ac.uk)

Date assessed: 11/9/06

### Score: 242

<160 – Poor

160-180 – Adequate

>180 – Good

- 1.1 Does the website have an Information Asset Register? (Yes)
- 1.2 If yes, how many clicks is it from the homepage? (0-1)
- 1.3 How long did it take to find? (<1 minute)
- 1.4 If there is no IAR, is there other guidance on what information is available? (N/A)  
*Please provide a link for the IAR page, along with comments on how easy it was to use.*

<http://www.bgs.ac.uk/Shopping/home.html>

- 2.1 Does the PSB use standard licences? (Yes)
- 2.2 Are these published in full on the website (No)
- 2.3 If yes, how many clicks are they from the homepage? (N/A)
- 2.4 How long does it take to find? (N/A)
- 2.5 How many standard licences are there? (3-5)
- 2.6 Is there an explanation of what different licences are for and is it clearly understood? (Yes)  
*Please provide a link to the standard licences here. If there are a large number of standard licences, are they proportionate to the volume of licensing carried out?*

<http://www.bgs.ac.uk/about/copyright/arrangement.html>

- 3.1 Is there any charge made for licences? (Yes)
- 3.2 Is there an explanation of the charges? (Yes)
- 3.3 Is there an explanation of how charges are drawn up? (Yes)  
*Please provide a link to the charges here, along with any explanation of the way they are drawn up.*

[http://www.bgs.ac.uk/about/copyright/published\\_cost.html](http://www.bgs.ac.uk/about/copyright/published_cost.html)

- 4.1 Is there an IFTS commitment on the website? (Yes)
- 4.2 How many clicks is it from the homepage? (2)
- 4.3 How long does it take to find? (<1 minute)  
*Please provide a link to the IFTS commitment*

<http://www.bgs.ac.uk/about/ifts.html>

- 5.1 Is there clear and precise information on how to apply for a re-use licence? (Yes)
- 5.2 Are there a variety of methods for applying for licences? (Yes)
- 5.3 Is it possible to apply online for a licence?(Including emailing a form (Yes)
- 5.4 Does it specify a timescale to grant licences? (No)
- 5.5 If yes, what is that timescale (in working days)? (N/A)
- 
- 6.1 Does the PSB have a procedure for complaints regarding licensing decisions? (Yes)
- 6.2 How many clicks is it from the homepage? (0-1)
- 6.3 How long does it take to find? (<1 minute)
- 6.4 Does it mention that if the complainant is unhappy they can refer to OPSI or APPSI? (Yes)  
*Please provide a link to the complaints page. If there is no separate licensing complaints page, please link to the general complaints section.*
- <http://www.bgs.ac.uk/about/custfeed.html>
- No specific licensing complaints page, however IFTS and OPSI are mentioned in the main complaints page.
- 
- 7.1 Does the website explain what information is not available? (Yes)
- 7.2 If Yes, does it explain why? (Yes)
- 7.3 How many items are listed? (3-4)  
*Please provide a link to the page with this explanation. What is the nature of the unavailable items? Please comment if the nature of the PSB's activity would require a larger/smaller number of exceptions than would be expected. Are the exceptions listed specific, or cover a category?*
- [http://www.bgs.ac.uk/about/copyright/licensing\\_pricing.html#exceptions](http://www.bgs.ac.uk/about/copyright/licensing_pricing.html#exceptions)
- 
- 8.1 Does the website outline any exceptions to normal licensing policy? (Yes)
- 8.2 If Yes, does it explain why that exception has been made? (Yes)
- 8.3 How many exceptions are there? (4+)  
*What is the nature of the exceptions? Are the exceptions specific? Please provide a link to the page*
- [http://www.bgs.ac.uk/about/copyright/licensing\\_pricing.html#exceptions](http://www.bgs.ac.uk/about/copyright/licensing_pricing.html#exceptions)
- 
- 9.1 Does the website have a Crown Copyright notice? (N/A)
- 9.2 Is it linked to from every page? (N/A)
- 9.3 How many clicks is it from the homepage? (N/A)
- 9.4 How long does it take to find? (N/A)
- 9.5 Is OPSI/HMSO mentioned, with contact details? (N/A)
- 
- 10.1 Does the website have an electronic search facility? (Yes)
- 10.2 If yes, how many clicks is it from the homepage? (0-1)
- 10.3 How long did it take to find? (<1 minute)

*Please provide a link for the search page, along with comments on how easy it was to use. If it is not present, does it say why? (Yes) (No)*

<http://www.bgs.ac.uk/search/>

- 11.1 Is the material available by electronic means? (Yes)
- 11.2 Is it possible to download direct from the website? (Yes)
- 11.3 If data is not available electronically, is there an explanation of how to obtain it? (N/A)
- 11.4 If data is sent via email, is there a specified timescale for delivery? (N/A)
- 11.5 If yes, what is the timescale (In working days)? (N/A)  
*Please state any other methods of receiving data. If a timescale is published, to what extent do they meet that commitment?*
- 12.1 Does the PSB outline its responsibilities under IFTS on their website? (Yes – all)
- 12.2 Does the website explain what IFTS is aiming to achieve? (No)
- 12.3 Are the benefits of IFTS explained? (No)
- 12.4 Is the PSB using IFTS logos on their website and actively mentioning they are a member of the scheme? (Yes)
- 13.1 Does the PSB outline its policy towards its trading of PSI? (Yes)
- 13.2 Does the PSB explain how it arrives at decisions? (Yes)
- 13.3 Does the website have an explanation of what re-use is? (Yes)
- 13.4 Does the website explain what Crown Copyright is? (N/A)
- 13.5 Does the website explain why licences are sometimes needed to re-use information? (Yes)
- 13.6 Does the website explain the difference between FOI and re-use? (No)
- 13.7 Does the website explain what a trading fund and delegated authority is? (No)  
*Please provide a link to any explanations here.*

*Please enter any comments that you may have about the website, and how it promotes re-use of PSI, explains the processes of licensing and what it says about IFTS.*

## APPENDIX 3: LICENCE REVIEW

**Licence reviewed:** Value Added Reseller's (VAR) Agreement. Sample Template Copy

This template consists of 15 pages of standard terms plus Schedules A to F. The agreement is for making BGS data available to third parties as part of a Product.

### **Evaluation Criteria**

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

At 1the first party is stated as the Natural Environment Research Council (NERC). BGS is referred to as a component body of NERC. It also states that expression NERC shall refer to both organisations.

The agreement then includes a preamble which gives the full address for NERC and states that the term the Council shall stand for NERC in the rest of the licence agreement. In this document, unlike the licence for in-house use of BGS digital data, the rights are being granted by "the Council". I suggest that it would be more appropriate to refer to the Licensor. If this change is made it will prevent confusion as some clauses refer to making payments to the Council.

OPSI suggests that the parties section it is redrafted to show the relationship between NERC and BGS and make clear that the BGS is operating as the Licensor. Some suggested wording was included in the comments about the other licences.

Most of this licence is written in plain English. It does include some legalistic language, in clause 2 "determination" is used where it would be more appropriate to refer to "termination" or "ending" of the agreement.

It would improve the clarity of the licence if the clauses were given headings. For example Payments, Termination, Governing law etc.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The document contains the terms you would expect to find in this type of licence agreement. There is some duplication between the main body of the

agreement and the schedules. For example clause 6 covers frequency of royalty payments and so does a paragraph included in Schedule C.

The arrangements for licensing end-users of digital products is not clear (see comments at 4 below).

### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The terms and conditions do not seem to discriminate between users. There is a possibility that BGS could offer a preferential “minimum royalty” to some Value Added Resellers. This would need to be checked as part of a case/file review.

The licence makes clear that if the VAR wants to use digital data sets for its own internal business processes it needs to obtain the appropriate licence.

### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

It is not clear what the licensing arrangements are for an end-user who is supplied with a digital product containing BGS material.

Clause 16 says, *“The VAR shall not grant any third party permission to use any of the Designs without first agreeing with the Council the conditions (including financial conditions) which shall apply to such use. The Council shall not unreasonably withhold or delay granting its consent to any such third party permission.”*

The indication seems to be that anyone who is supplied with a digital product by the VAR has to obtain a digital licence direct from BGS. Schedule F Associated Information contains information about BGS Digital Licences at F3.

The term end-user is included as definition on Schedule B but is not included in the main body of the agreement.

There are other definitions on Schedule B which are not included in the main agreement.

### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

There are full details on making payments but they could be set out better on the page so that they are easier to follow.

Clause 33 set out a clear disputes resolution process.

## 6. Restrictiveness of terms

*Are any of the terms unnecessarily restrictive?*

The last sentence of Clause 3 makes it clear that the Value Added Reseller has responsibility for setting the price of the Product. The BGS does not have any say in the pricing.

## 7. Other Comments

It would be helpful to have a set of definitions in the main body of the agreement. There are some on Schedule B but as already mentioned at 6 above they do not occur in the agreement. The definitions should be linked to the information that is published on the BGS website about licensing.

**Licence reviewed:** Digital Data Set Licence Agreement [ ].

This is a template licence for in-house use of a digital data set. It also allows the licensee to produce hard copy reports/maps from the data set for internal business use.

## Evaluation Criteria

### 1. Clarity of licence terms

*Check for clarity of language, jargon, legalistic language, plain English*

Most of the licence is written in plain English but it does include some legalistic language, for example “hereinafter” “herein”, “hereof”.

In the second line of the paragraph relating to Clause 1 Licence a stray colon [:] occurs after the word Licensee.

In Clause 2.3 there are two American spellings: “organization” and “license”.

In the first line of Clause 8.1 the symbol “&” has been used, it would be appropriate to say “and”.

On the Schedule the wording of special condition (vii) “Separate overhead/other visual material derived from the data for internal use only is permitted” should be rewritten to make it clearer.

### 2. Comprehensiveness of licence terms

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

The licence contains the terms that you would expect to find in a licence for in-house use.

### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

The licence does not appear to include any unfair terms or to discriminate between different user groups. It is possible that some licensees could get more or less preferential terms by having different “Special conditions” to other licensees operating in the same field.

### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

Clause 6 sets out the arrangements for the replacement of data if the data supplied is unusable. The clause says that the data will be replaced “if you contact us within one month of your licence purchase”. It would more consistent to replace “licence purchase” by “the date you receive the data from us”.

Schedule

In (i) of the **Special conditions** the term “Company’s” is used, for consistency it should be replaced by “Licensee’s”. The same sentence also refers to “fulfilment of its duties” this expression is vague. In the next sentence the word “fresh” is not appropriate, it would be better to change to “further” or “additional. The same change should be made in (iii).

In (v) and (vi) the term “analogue copies” is used for print copies rather than “hard copies” which is used in the main body of the licence. Hard copies would be preferable.

### **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The licence does not set out who the Licensee should contact if: there is a change (take over, merger etc) to the status of the licensee (Clause 2.3); the terms need to be amended (Clause 4.2); the data is corrupt/unsuitable (Clause 6); they want to terminate the licence (Clause7).

The licence includes references to “licence fee” (Clause 1), “ancillary charges” (Clause 1), “a new fee schedule” (Clause 2.3), “copyright fees” (Clause 4.2),

“prevailing fee” (Clause 7.1) and “administration fees” (Clause 8.1). There is no set term in the licence for the payments. Clause 7.1 refers to “the renewal invoice”, there are no other references to invoices in the licence. It would clarify arrangements if the licence included a section on the invoice arrangements.

## 6. Restrictiveness of terms

*Are any of the terms unnecessarily restrictive?*

The licence terms are only restrictive in the sense that the licence only allows the data to be used for a specific purpose. It is possible that the “Special conditions” section of the Schedule of the issued licences may contain more restrictive terms than others.

## 7. Other comments

As BGS are licensing copyright material on behalf of the National Environment Research Council it would provide greater clarity if that was made clearer at the start of the licence where there is already a definition of Licensor.

Suggest

### **The Licensor**

The **British Geological Survey** of Keyworth, Nottingham NG12 5GG (BGS) is a component institute of the **Natural Environment Research Council** of Polaris House, North Star Avenue, Swindon, Wiltshire (NERC). BGS has been authorised by NERC to grant licences for the re-use of geological information originated by BGS and where the copyright rests with NERC. The authority also extends to geological information where the copyright has been assigned or acquired by NERC. The term the Licensor in this licence shall refer to the BGS.

If this change is made the references to BGS in the rest of the licence can be changed to Licensor.

**Licence reviewed:** Digital Data Set Complementary Licence Agreement  
Schedule, letter

### **Licence**

The content of the licence terms is the same as that for the Digital Data Licence except at The Licensee section on the first page includes the words “(Secondary licensee).....on behalf of.....(Primary Licensee.....”

### **Schedule**

The content of schedule is the same except for (i) of the special conditions which includes spaces for inserting details of the “Primary Licensee” and the “Secondary Licensee”.

### **Letter**

This document is sent to the Secondary licensee. The comments below only cover the letter.

The comments made in my review of the Digital Data Licence and Schedule will also apply to this licence and schedule.

### **Evaluation Criteria**

#### **1. Clarity of licence terms**

*Check for clarity of language, jargon, legalistic language, plain English*

The letter includes most of the content of the licence in the form of bullet points.

On the first page of the letter under “Find enclosed:-“three item are listed against (i) to (iii). Only one item is sent out, the digital data set licence agreement at (i). Items (ii) and (iii) relate to invoices.

It needs to make clearer that the Primary Licensee is required to pay the fee as the Secondary Licensee is undertaking work on behalf of the Primary Licensee. The Secondary Licensee only has to pay a fee if it is using BGS data for its own business activities.

#### **2. Comprehensiveness of licence terms**

*Are there any significant omissions? Does the licence contain terms that you would not expect to find in a licence?*

As stated above the letter includes the licence terms as bullet points.

#### **3. Fairness**

*Does the licence contain terms that are unfair or unnecessarily discriminates between different user groups?*

As the secondary licensee is using the data for the primary licensee it seems fair that they do not have to pay a fee. The licence does make it clear that the secondary licence will require different licence terms and pay a fee if the data set is used for its own business activities.

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#### **4. Consistency**

*Does the licence contain any terms which are inconsistent and contradictory?*

Paragraphs 1 and 2 of the **Please note** section of the letter refer to the use of Ordnance Survey topography and the need to have licence to use it. This does not seem to get included in the main licence terms and on the schedule.

It would be appropriate to give OS contact details and URL for the OS website.

Paragraph 4 has not been completed; it ends with “ther”.

## **5. Practical Arrangements**

*Is it clear what the process is for making payments, amending terms for example?*

The relationship with the Primary Licensee could be made clearer. The Primary Licensee has responsibility for providing the data rather than BGS. The twelfth bullet point on the arrangements for deleting data needs to be made clearer.

To ensure that the licence gets signed it is probably better to give a deadline rather than saying “I look forward to receiving the signed licence in due course.”

## **6. Restrictiveness of terms**

*Are any of the terms unnecessarily restrictive?*

The licence is restrictive because it is intended to cover a specific task. If the secondary licensee wants to use the data for other purposes it is made clear that they can apply for the appropriate type of licence.

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