



Dated 1<sup>st</sup> April 2019

- (1) **UK Research and Innovation**
- (2) **SOCOTEC Monitoring UK Ltd**

**PRIME**  
**COPYRIGHT AND KNOW-HOW LICENCE**

**THIS AGREEMENT** dated 1<sup>st</sup> April 2019

is made **BETWEEN:**

- (1) **UK Research and Innovation**, a body corporate, as represented by its component body the **British Geological Survey** of Environmental Science Centre, Keyworth, Nottingham NG12 5GG ("BGS"); and
- (2) **SOCOTEC Monitoring UK Ltd**, a company registered in [England] under number 07101640, whose registered office is at 43 Bell Land, Uckfield, East Sussex TN22 1QL ("SOCOTEC").

Each "a party", together "parties".

## **WHEREAS**

- A** BGS has funded the development of Proactive Infrastructure Monitoring Evaluation System (PRIME) over a number of years and owns all intellectual property rights concerning such development, as well as the registered trademark PRIME.
- B** During the development of PRIME, BGS has engaged with stakeholders in industry, in particular ITM (now SOCOTEC), whereby PRIME has been made compatible with SOCOTEC's Calyx system. In doing so, many of the practical complexities of PRIME deployment in a working environment (as a monitoring tool) have been evaluated and tested.
- C** On the 21<sup>st</sup> April 2017 a memorandum of understanding was signed between BGS and ITM (now SOCOTEC) which after an initial extension expired on 31<sup>st</sup> December 2018, which outlined and defined the general working relationship between BGS and ITM. This memorandum has since been extended to 31<sup>st</sup> March, 2019.
- D** The parties now wish to enter into this binding agreement to broaden and legalise their relationship and to encapsulate the terms and conditions upon which PRIME will be developed, culminating in the first stage exploitation of the PRIME technology. For the term of this initial agreement the licence issued by BGS to SOCOTEC to licence the technology will be exclusive in the Field and the Territory.
- E** BGS will manage the relationship between BGS and Datalink Electronic Limited, thereby permitting Datalink, and any other company or manufacturer so permitted by BGS, to produce Licensed Products under set terms and conditions for use by SOCOTEC and its customers.

## **It is agreed as follows**

### **1. DEFINITIONS**

In this Agreement the following expressions have meaning set opposite:

**Aftersales Servicing** Means any servicing of the Licensed Products after completion/post contract/licensing, which will include technology and ground engineering support, computer services, etc.

**this Agreement:** this document including its Schedules, as amended from time to time in accordance with clause 9.9;

<b>a Business Day:</b>	Monday to Friday (inclusive) except bank or public holidays in England and a reasonable office closure period over Christmas and new year;
<b>Calyx System</b>	means as described in Schedule 7.
<b>Confidential Information:</b>	the copyright and Know-how associated with PRIME; information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data or commercial information and Know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.
<b>the Copyright</b>	any and all of the copyright associated with PRIME, including software and source code and similar rights based on, or deriving priority from, them, all of which is incorporated in the BGS IP;
<b>the Effective Date:</b>	1 <sup>st</sup> April 2019;
<b>the Field:</b>	as described in Schedule 3;
<b>the Know-how:</b>	any form of technical information or assistance relating to the manufacture or placing into operation of the said Products, which includes any practical knowledge, techniques, and skill that is required to achieve some practical end, and also unpatented technical information developed prior to, and post, the Effective Date by BGS, that is not in the public domain and that relates directly to the inventions claimed in PRIME.
<b>the Licence:</b>	the licence granted in clause 2;
<b>the Licensed Products:</b>	any and all products that are manufactured for and supplied under contract/licence by SOCOTEC or, where permitted, any of its sub-contractee/licensees and which incorporate, or their development or production makes use of, any of the BGS copyright, know-how and associated intellectual property – BGS IP;
<b>the Net Receipts:</b>	A set percentage of the amounts received by SOCOTEC from the grant of contracts/licences under the copyright and the Know-how, less any Value Added Tax or similar tax paid in respect of those amounts;
<b>the Net Contract Value:</b>	the invoiced price of a Licensed Products provided to a customer after deducting: <ul style="list-style-type: none"> <li>• normal trade discounts and credits given;</li> <li>• the costs of carriage, insurance, freight and packaging if charged separately to the customer; and</li> <li>• import duties and sales taxes actually paid by SOCOTEC or its sub-licensee;</li> </ul>
<b>The Term</b>	means the period of two (2) years from the Effective Date, unless terminated earlier under

any provision of this agreement or under general law;  
**the Territory:** As defined in Schedule 2

## 2. **GRANT OF LICENCE**

- 2.1 BGS grants to SOCOTEC an exclusive licence in the Field under the copyright and Know-how ("BGS IP"), to issue contracts/licences of the Licensed Products manufactured by Datalink Electronics Limited ("Datalink"), but only in the Field and in the Territory, under the terms and conditions of this agreement.
- 2.2 SOCOTEC will not assign the Licence without first obtaining the written consent of BGS.
- 2.3 SOCOTEC will ensure that the Licensed Products and the packaging associated with them are marked suitably with any relevant information to satisfy the laws of each of the countries in which the Licensed Products are supplied, including any PRIME trademarks where required by BGS.
- 2.4 No licence is granted to SOCOTEC other than as expressly stated in this clause 2. BGS reserves all other rights in the BGS IP.
- 2.5 In consideration of the licences granted to SOCOTEC within this Clause 2, SOCOTEC grants to BGS the royalty-free, non-exclusive right to use SOCOTEC's Calyx system for its non-commercial teaching, training, research and development purposes associated with PRIME for the term of this agreement and for ten years thereafter.

## 3. **KNOW-HOW AND CONFIDENTIALITY**

- 3.1 BGS will provide to SOCOTEC the BGS IP, including all of the Know-how in its possession or control that the BGS is free to disclose and that is reasonably necessary for the use and deployment of Licensed Products, subject to SOCOTEC complying with clause 3.3.
- 3.2 SOCOTEC agrees that for a period of 15 years from the Effective Date, or for so long as any substantial part of the Know-how remains secret (whichever is the shorter), it will not use the Know-how except in accordance with this Agreement.
- 3.3 Neither party will for 15 years after the date of this Agreement, disclose to any third party, nor use for any purpose except as expressly permitted by this Agreement, any of the other party's Confidential Information.
- 3.4 Neither party will be in breach of any obligation to keep any information confidential or not to disclose it to any other party to the extent that it:
  - 3.4.1 is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
  - 3.4.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
  - 3.4.3 has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to

believe that there has been a breach of an obligation of confidentiality owed to the other party;

3.4.4 has been independently developed by the party making the disclosure;

3.4.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 and/or associated legislation, none of the exceptions to that Act applies to the information disclosed), or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

3.4.6 is approved for release in writing by an authorised representative of the other party.

3.5 If BGS receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is SOCOTEC's Confidential Information, it will notify SOCOTEC and will consult with SOCOTEC. SOCOTEC will respond to BGS within 10 working days after receiving BGS's notice if that notice requests SOCOTEC to provide information to assist BGS to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act. The same applies to any of SOCOTEC's customer information or data supplied to BGS.

3.6 Subject to the right to use the trademarks as outlined in Schedule 8 BGS and SOCOTEC may use the other's name or logo in any press release, marketing materials or product advertising, or for any other promotional purpose in connection with PRIME, without first obtaining the other's written consent; such uses to be reviewed periodically by the Parties. BGS may identify the sums received from SOCOTEC in BGS's Annual Report and similar publications.

#### 4. **PAYMENTS**

4.1 Not Used.

4.2 SOCOTEC will pay to BGS fees which will include:-

4.2.1 the Fees defined in Schedule 4, which are staff costs where BGS are required to assist and support SOCOTEC in the delivery of contracts that deploy and utilise PRIME; and

4.2.2 the Fees defined in Schedule 4 where SOCOTEC uses BGS facilities to host, store, manage or convert data in support of commercial licenses secured by SOCOTEC where they deploy/use PRIME.

4.3 SOCOTEC will pay to BGS a revenue share as outlined in Schedule 4 item 1), which will include all the revenue SOCOTEC receives from contracts/licenses of hardware, software, and the BGS IP used in the PRIME equipment procured via Datalink.

4.4 In marketing the Licensed Products, SOCOTEC will not accept or solicit any non-monetary consideration.

4.5 For the purpose of calculating royalties under this clause 4, a Licensed Products will be regarded as contracted/licensed by SOCOTEC when invoiced or, if not invoiced, when shipped or delivered by SOCOTEC.

- 4.6 If SOCOTEC is obliged to pay any royalty to any third party (except SOCOTEC's parent, subsidiary, associated or affiliated companies), for the right to issue contract/licenses of the Licensed Products, which includes direct costs of the sensor build costs and service fee structure costs, SOCOTEC may deduct from the royalty payment due to BGS the royalty payment actually made to that third party. Payments and costs should be auditable and approved by BGS in advance.
- 4.7 All amounts payable to BGS under this Agreement are exclusive of VAT, export or import duties or any similar tax or duties which SOCOTEC will pay at the rate from time to time prescribed by law.
- 4.8 All payments to be made under this Agreement will be made to BGS in pounds Sterling without any deductions apart from any withholding tax which is required to be deducted under any applicable law. If any withholding tax is imposed in relation to any payment made or to be made to BGS under this Agreement, SOCOTEC will pay that withholding tax and promptly send BGS tax payment certificates and other evidence of the tax withheld and paid to the tax authorities so as to enable BGS to reclaim the withheld tax.
- 4.9 Any exchange of currency made to calculate sales for the purpose of this clause 4 will be determined as at the last Business Day of each quarter, using the average of the average daily buying and selling rates quoted by Barclays Bank plc (or any other London clearing bank which BGS may nominate) during that quarter.
- 4.10 SOCOTEC will send BGS a report within 30 days after the end of each calendar quarter, showing the Net Sales Value of each Licensed Products leased and a calculation of the royalties due for that quarter. BGS will then ensure the provision of an invoice for the royalty amount and SOCOTEC will then make the royalty payment.
- 4.11 If SOCOTEC fails to make any payment due to BGS under this Agreement, without prejudice to any other right or remedy available to BGS, BGS may charge interest both before and after any judgement on the amount outstanding, on a daily basis at the rate of four per cent per annum above the London Interbank Offer Rate from time to time in force. That interest will be calculated from the date or last date for payment to the actual date of payment, both dates inclusive, and will be compounded quarterly. SOCOTEC will pay that interest to BGS in not more than 30 days.
- 4.12 SOCOTEC will keep complete and accurate accounts of all Licensed Products supplied and will permit BGS or its agents to audit those accounts solely for the purpose of determining the accuracy of the royalty reports and payments. If any audit reveals a discrepancy of more than 10% to the detriment of BGS, SOCOTEC will reimburse BGS for the costs of that audit.

## **5.0 Service Levels and Review**

- 5.1 Each party shall comply with its general responsibilities and working arrangements as set out in this agreement. Approximately once every three (3) months during the term of this Agreement (or more often if requested by either party), the parties shall meet in the form of a Steering Committee to discuss the performance of the parties under this Agreement, to review the general responsibilities and working arrangements set out herein, as well as review the provisions of this Agreement and consider whether any changes should be made to this Agreement, including changes to the range of ways the Licensed Products

are supplied and the financial provisions. Each party shall consider in good faith any change proposed by the other party and, if agreed, this Agreement shall be amended accordingly. The parties shall at such meetings review the resources required to deliver anticipated workload and the availability of each party's resources to deliver such workload and any necessary ways to address any imbalances. The Steering Committee will consist of a representative of each institution and prior to its first meeting will establish terms of reference for the Committee to be agreed between the parties.

- 5.2 BGS shall be responsible for continuing to update the BGS IP in accordance with its normal practice. SOCOTEC shall be responsible for continuing to update its Calyx System and SOCOTEC IP in accordance with its normal practice.
- 5.3 Approximately once each year during the term of this Agreement, the parties will meet to review the data collected since the last annual review and will discuss whether or not the process should be updated to incorporate any new technology or intellectual property.
- 5.4 Each party shall ensure that it, and any sub-contractor or agent through which it provides any Licensed Products, uses only the most up to date version of the software or other associated intellectual property.
- 5.5 Both Parties agree to maintain the compatibility of PRIME and Caylx enabling the ongoing ingestion of data and its visualisation in Calyx for the term of this agreement and a reasonable duration thereafter.

## **6. INTELLECTUAL PROPERTY**

- 6.1 The Intellectual Property is defined in Schedule 1 and referred to as the BGS IP.
- 6.2 Each party will promptly inform the other if it becomes aware of any infringement or potential infringement of the other Parties intellectual property (copyright and/or Know-how) in the Field. The parties will discuss how to respond and will try to agree who is to pay the costs of any action and how any damages are to be shared. If the parties fail to agree, the Party whose intellectual property has been infringed or potentially infringed against will be entitled to take action at its own expense and retain any damages after reimbursing the other Party for any expenses it has incurred in assisting the Party that has been infringed against.
- 6.3 Each party will promptly inform the other if it becomes aware of any infringement or alleged infringement of any third party rights by the manufacture, use or sale of Licensed Products, or of any challenges regarding BGS's copyright or registered trademarks. The parties will discuss how to respond and will try to agree who is to pay the costs of any defence or settlement.

## **7. WARRANTIES AND LIABILITY**

- 7.1 BGS warrants as follows:
  - 7.1.1 as between it and its employees, it is the absolute and unencumbered owner of the copyright, Know-how and associated intellectual property and has caused its employees and students to execute such assignments of the intellectual property rights as may be necessary;

- 7.1.2 it is not aware that any third party owns or claims any rights in any of the copyright /intellectual property;
- 7.1.3 it is not aware (but without having carried out any investigation) that any third party owns or claims any rights which would be infringed by use of the copyright/intellectual property in accordance with this Agreement.
- 7.2 Each of the parties acknowledges that, in entering into this Agreement, it has not relied on any warranty, representation or undertaking except those expressly set out in this Agreement and each party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Agreement as a warranty.
- 7.3 Without limiting the scope of clause 7.1.1, BGS does not give any warranty, representation or undertaking:
  - 7.3.1 as to the efficacy or usefulness of the copyright or Know-how; or
  - 7.3.2 that the Know-how or any other information communicated by BGS to SOCOTEC under or in connection with this Agreement will produce Licensed Products of satisfactory quality or fit for the purpose for which SOCOTEC intended; or
  - 7.3.3 as imposing any obligation on BGS to bring or prosecute actions or proceedings against third parties for infringement or to defend any action or proceedings; or
  - 7.3.4 as imposing any liability on BGS in the event that any third party supplies Licensed Products to customers located in the Territory.
- 7.4 Datalink is responsible for the design and construction of the Licensed Products and BGS accepts no responsibility or liability connected with the design or production of the Licensed Products.
- 7.5 Either Party will indemnify the other Party (the Indemnified Party), and keep them fully and effectively indemnified, against each and every claim made against the Indemnified Party as a result of the other Parties use or other dealing in any of the Licensed Products, provided that the Indemnified Party in question must:
  - 7.5.1 promptly notify the other Party of details of the claim;
  - 7.5.2 not make any admission in relation to the claim;
  - 7.5.3 allow the other Party to have the conduct of the defence or settlement of the claim; and
  - 7.5.4 give the other Party all reasonable assistance (at the other Parties expense) in dealing with the claim.

The indemnity in this clause will not apply to the extent that the claim arises as a result of the indemnified Party's negligence, breach of clause 3 or the deliberate breach of this Agreement.
- 7.6 Subject to clause 7.8 and 7.9, and except under the indemnity in clause 6.5, the liability of either party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not extend to any indirect damages or losses, or any loss of profits, loss of

revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.

- 7.7 Subject to clause 7.8 and 7.9, and except under the indemnity in clause 6.5, the aggregate liability of each party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not exceed in total £100,000.
- 7.8 Nothing in this Agreement limits or excludes either party's liability for:
- 7.8.1 death or personal injury;
- 7.8.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
- 7.8.3 any loss or damage caused by a deliberate breach of this Agreement or a breach of clause 3.
- 7.9 SOCOTEC undertakes to keep BGS, its successors or assigns at all times well and sufficiently indemnified against all claims, demands, actions and proceedings arising from SOCOTEC's performance of any After Sales Servicing carried out by SOCOTEC or its employees, insofar as the performance does not arise from the wilful conduct or negligence of BGS, its officers and employees.
- 7.10 The express undertakings and warranties given by the parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

## **8. DURATION AND TERMINATION**

- 8.1 The Licence will take effect on the Effective Date and (subject to the remaining sub-clauses of this clause 8) will continue in force until the second anniversary of the Effective Date (which is at midnight on 31<sup>st</sup> March 2021).
- 8.2 Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- 8.2.1 the other party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or
- 8.2.2 the other party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors.
- 8.3 SOCOTEC will use its best endeavours to develop and commercially exploit the Licensed Products, in order to maximise the financial return for both parties. Within 30 days after the end of each calendar quarter, SOCOTEC will provide BGS with a report detailing the progress made and steps taken during the quarter in promoting and marketing Licensed Products. If BGS, on reasonable and demonstrable grounds, concludes from any such report that the progress made

and steps taken by SOCOTEC are insufficient or inadequate, BGS may terminate this Agreement by giving SOCOTEC not less than 60 days' notice.

- 8.4 SOCOTEC may terminate this Agreement by giving BGS not less than 60 days' written notice at any time and continuing to make any payments due under clause 4 in respect of renewal fees falling due within one month after the effective date of termination.
- 8.5 If SOCOTEC terminates this agreement all rights to use of BGS IP are immediately withdrawn. SOCOTEC will be entitled to license or otherwise dispose of (subject to the payment of royalties) any Licensed Products which have been ordered prior to the date of termination, but will not otherwise be entitled to use the Licensed Products in any manner whatsoever.
- 8.6 SOCOTEC will not be required to terminate existing contracts/licence arrangements with its customers in respect of Licensed Products used prior to termination of this agreement until contractually required to do so provided that SOCOTEC agrees to continue to make Royalty payments due to BGS as set out in the schedules.
- 8.7 SOCOTEC will return to BGS all other information supplied to it by or on behalf of BGS under or in connection with this Agreement which are stored in any tangible form and will delete the same from all computers and other electronic storage devices and media which are in its possession or under its control and will provide the BGS with a statement certified by a director or other authorised officer of SOCOTEC confirming that such materials have been returned or deleted as appropriate;
- 8.9 Clauses 1, 3.2, 3.3, 7, 8.5 and 10 will survive the expiry or termination of this Agreement for any reason and will continue indefinitely.

## 9. **FORCE MAJEURE**

If the performance by either party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 6 months, the other party may terminate this Agreement with immediate effect by giving written notice.

## 10. **GENERAL**

- 10.1 **Notices and Main Contacts:** Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

<b>Method of service</b>	<b>Deemed day of receipt</b>
E-mail	The day of delivery
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

**For BGS:**

**Name:** [REDACTED]

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

**E-Mail:** [REDACTED]

**For SOCOTEC:**

**Name:** [REDACTED]

**Address:** Unit 4 & 5 Gainsborough Trading Estate, Southam, CV47 1RA

**E-Mail:** [REDACTED]

The parties' respective representatives acting as the main scientific/administrative contact point is:

**For BGS:**

**Name:** [REDACTED]

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

**E-Mail:** [REDACTED]

**For SOCOTEC:**

**Name:** [REDACTED]

**Address:** 34 Bell Lane, Uckfield, TN22 1QL

**E-Mail:** [REDACTED]

- 10.2 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 10.3 **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.
- 10.4 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 10.5 **Waiver of rights:** If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 10.6 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
- 10.7 **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this

Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

- 10.8 **Formalities:** Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under this Agreement, or to enable their registration in any relevant territory provided the requesting party pays the other party's reasonable expenses.
- 10.9 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
- 10.10 **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.
- 10.11 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.
- 10.12 **Escalation:** If the parties are unable to reach agreement on any issue concerning this Agreement within 14 days after one party has notified the other of that issue, they will refer the matter to the Director of Operations in the case of BGS, and to the Managing Director, Infrastructure Division in the case of SOCOTEC in an attempt to resolve the issue within 14 days after the referral. If senior representatives of the Parties are unable to resolve the dispute within 14 days of its referral to them, then the Parties will attempt to settle it by mediation in accordance with the Centre for Alternative Dispute Resolution (CEDR) model mediation procedure. To initiate the mediation, a Party must give notice in writing to the other Party requesting mediation in accordance with this clause ("Mediation Notice"). The mediation is to take place not later than 28 days after the date of the Mediation Notice. If there is any issue on the conduct of the mediation that the Parties cannot agree within 14 days after the date of the Mediation Notice, then the CEDR will decide the issue for the Parties having first consulted with them both. If the dispute is not resolved within 14 days of the initiation of the mediation, either Party may bring proceedings in accordance with Clause 9.11. If the matter has not been resolved within that 14 day period, either party may apply to the court for an injunction whether or not any issue has been escalated under this clause.

## 11.0 **Compliance to Applicable Laws**

### 11.1 **Data Protection**

- 11.1.1 Each of the Parties shall comply with its obligations under the Data Protection Act 2018, the General Data Protection Regulations 2018 and all subordinate legislation in carrying out its obligations under this Agreement.

**11.2 Modern Slavery**

11.2.1 In performing its obligations under this agreement each of the Parties shall and shall ensure that each of its subcontractors shall comply with the Modern Slavery Act 2015 and neither of the Parties nor any of its officers, employees or other persons associated with it has been convicted of any offence involving slavery and human trafficking; and has been or is the subject of any investigation inquiry or enforcement proceedings by any governmental administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

**11.3 Anti-Bribery**

The User shall:

- 11.3.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 11.3.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 11.3.3 promptly report to the Licensor any request or demand for any undue financial or other advantage of any kind received by the User in connection with the performance of this agreement;
- 11.3.4 immediately notify the Licensor (in writing) if a foreign public official becomes an officer or employee of the User AND/OR acquires a direct or indirect interest in the User (and the User warrants that it has no foreign public officials as officers or employees AND/OR direct or indirect owners at the date of this agreement);

11.4 Breach of this Clause 11 shall be deemed a material breach.

11.5 For the purpose of this Clause 11, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 11, a person associated with the User includes but is not limited to any subcontractor of the User.

**AGREED** by the Parties acting through their authorised signatories:

**SIGNED** on behalf of the **British Geological Survey:**

**SIGNED** on behalf of **SOCOTEC Monitoring UK Ltd**

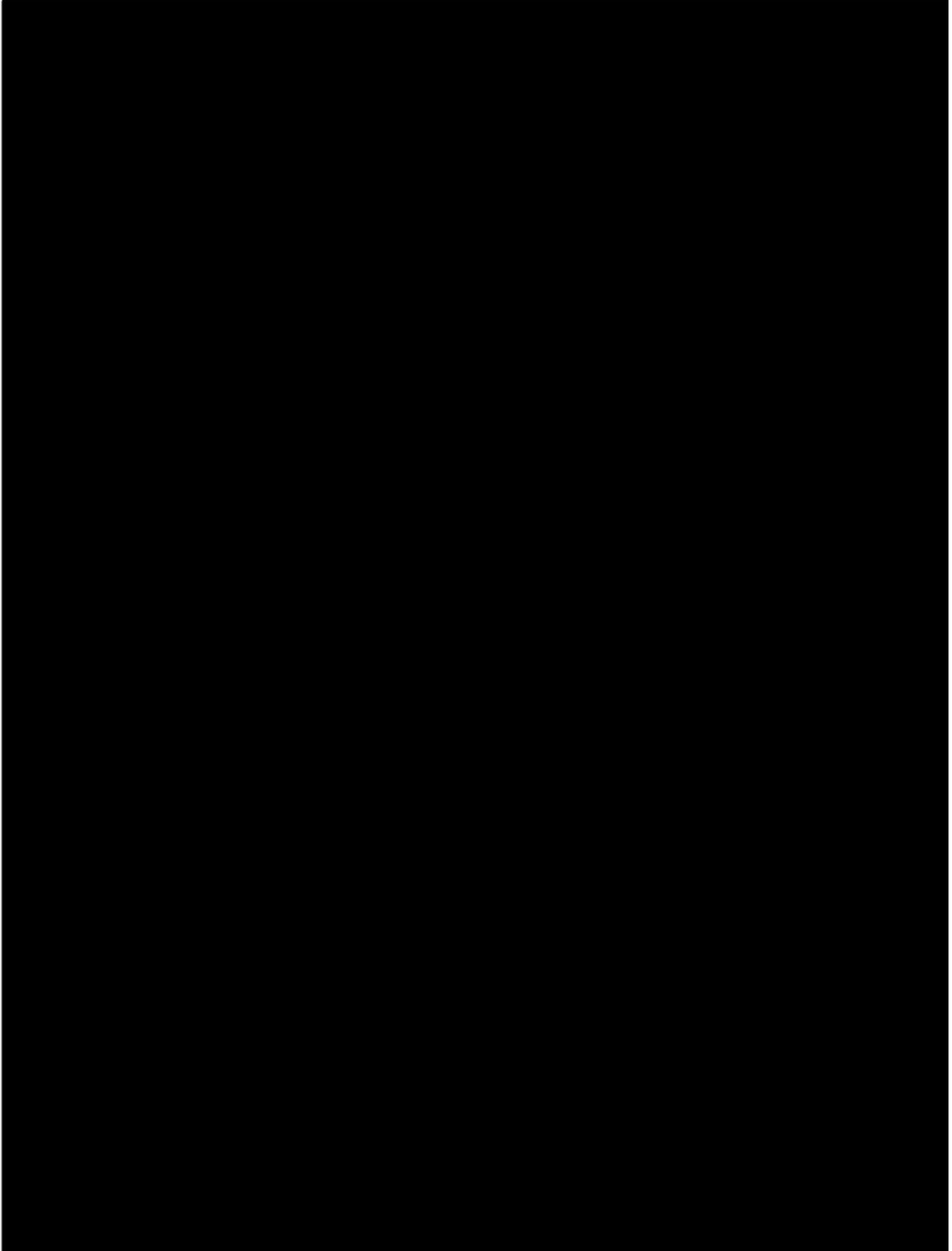
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Position [Redacted]  
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**Schedule 1**

**Non-Exhaustive List Intellectual Property  
in the Licensed Products (PRIME Equipment)**





**Schedule 2**

**Territory:-**





**Schedule 3**

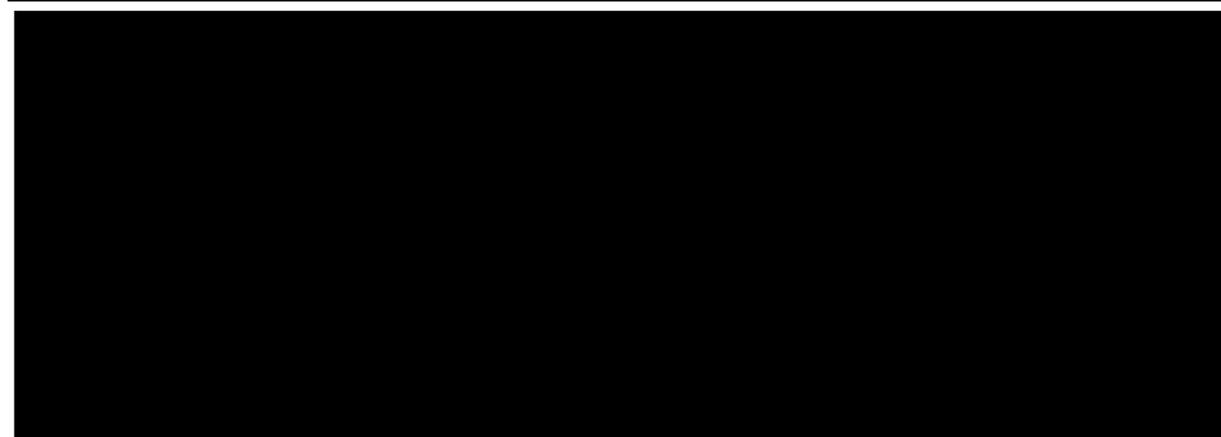
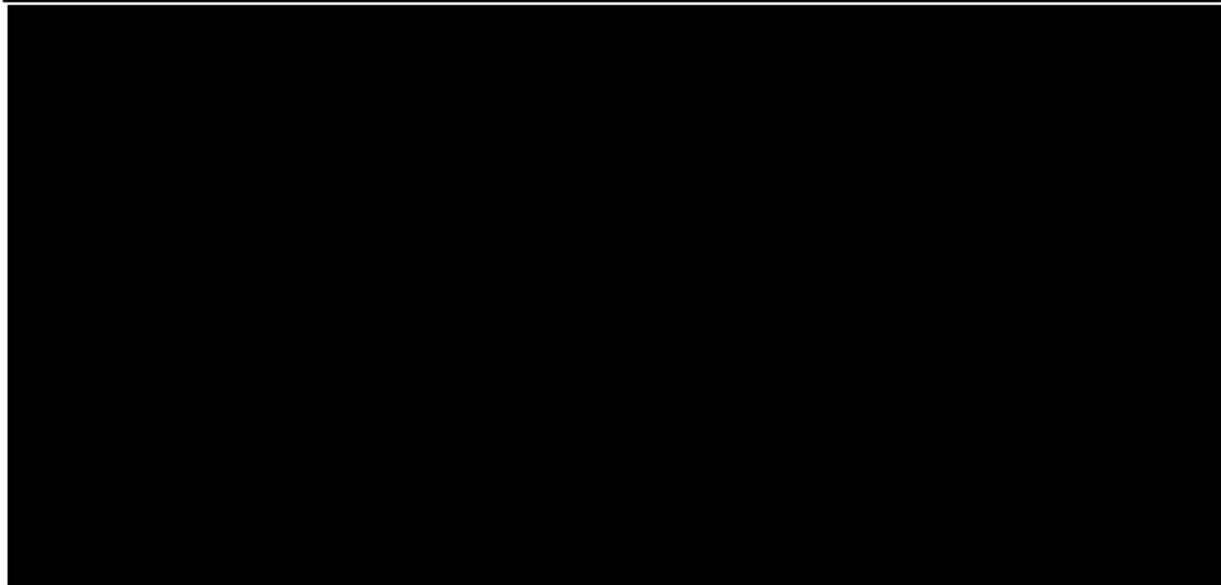
**The Field:-**

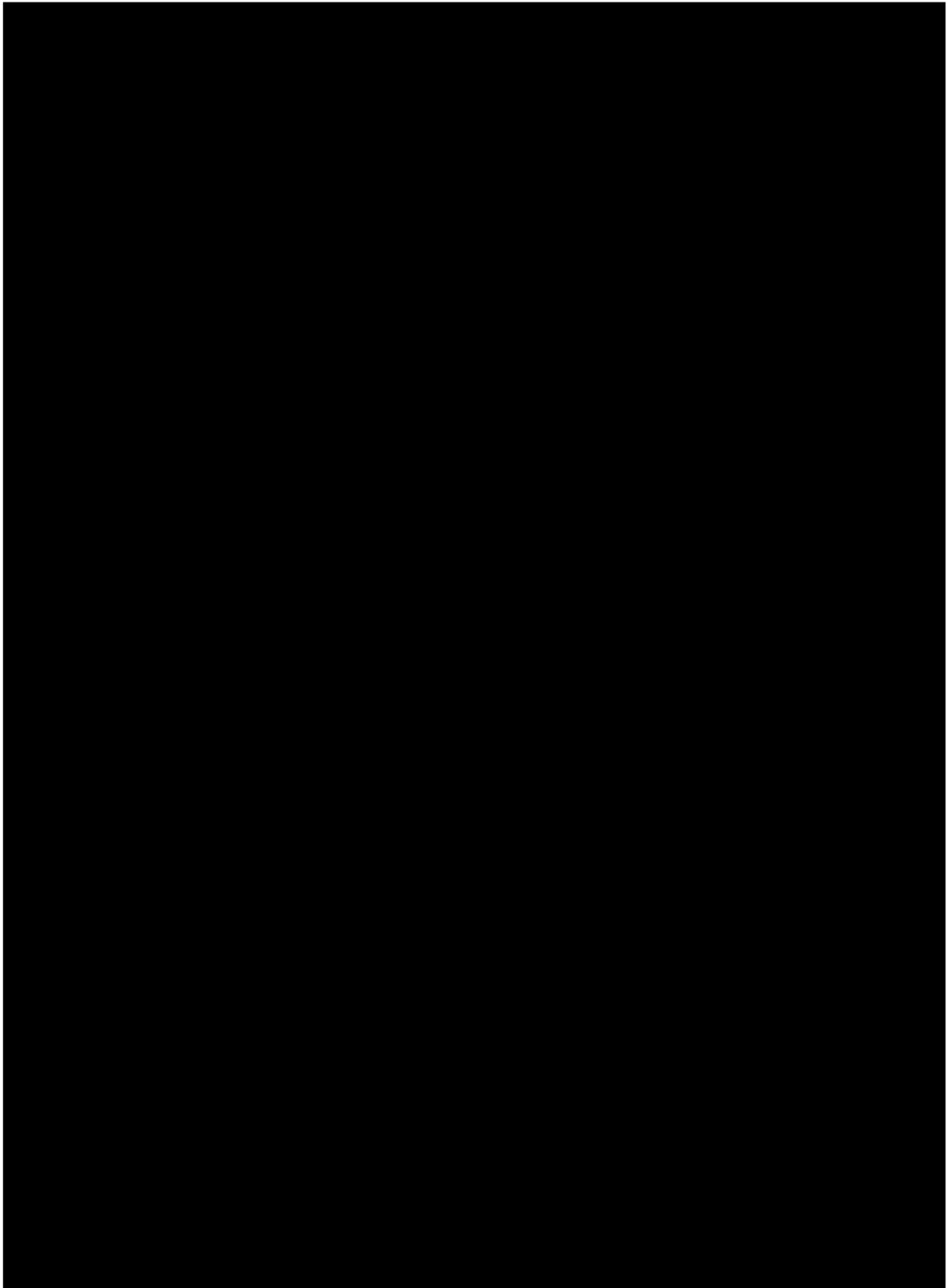


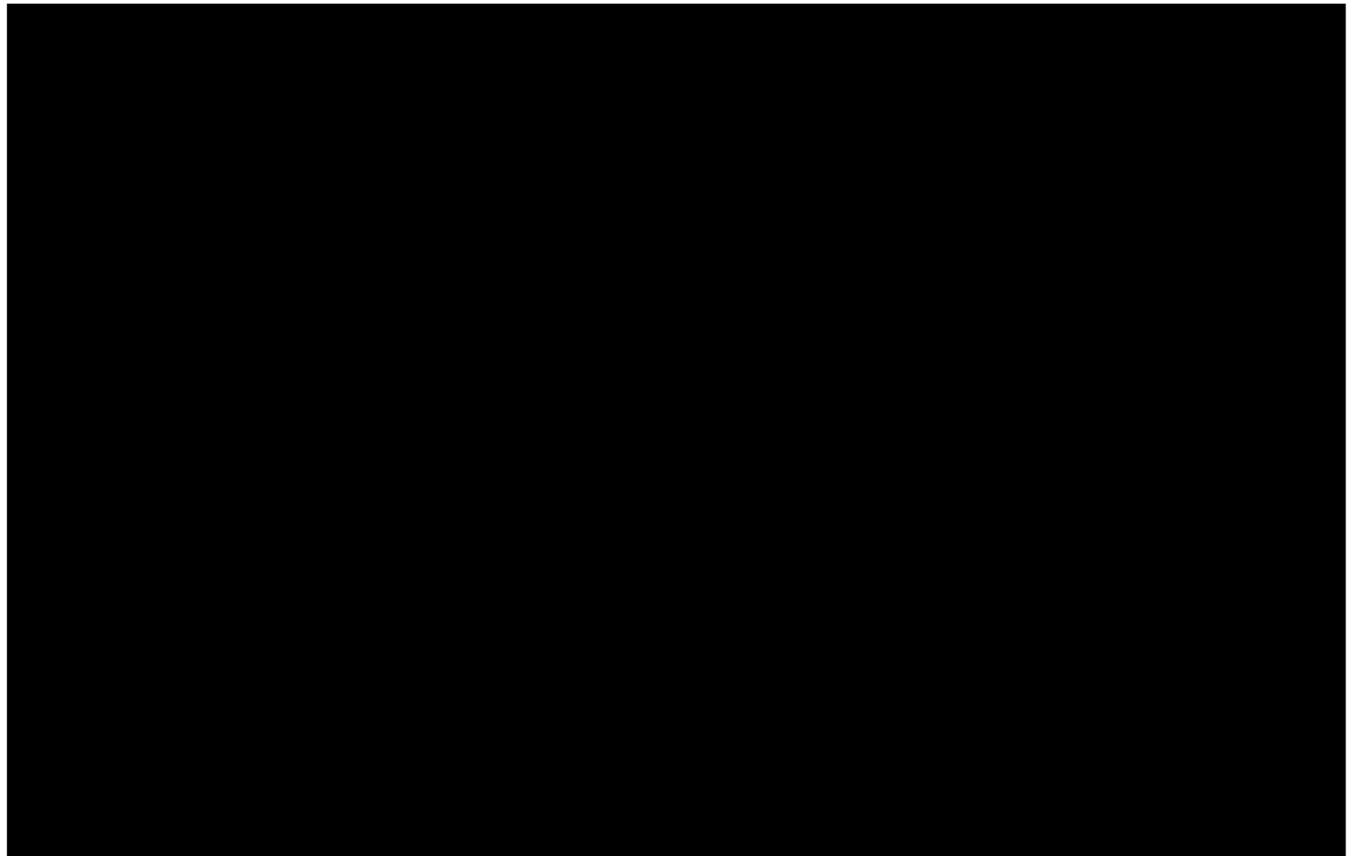
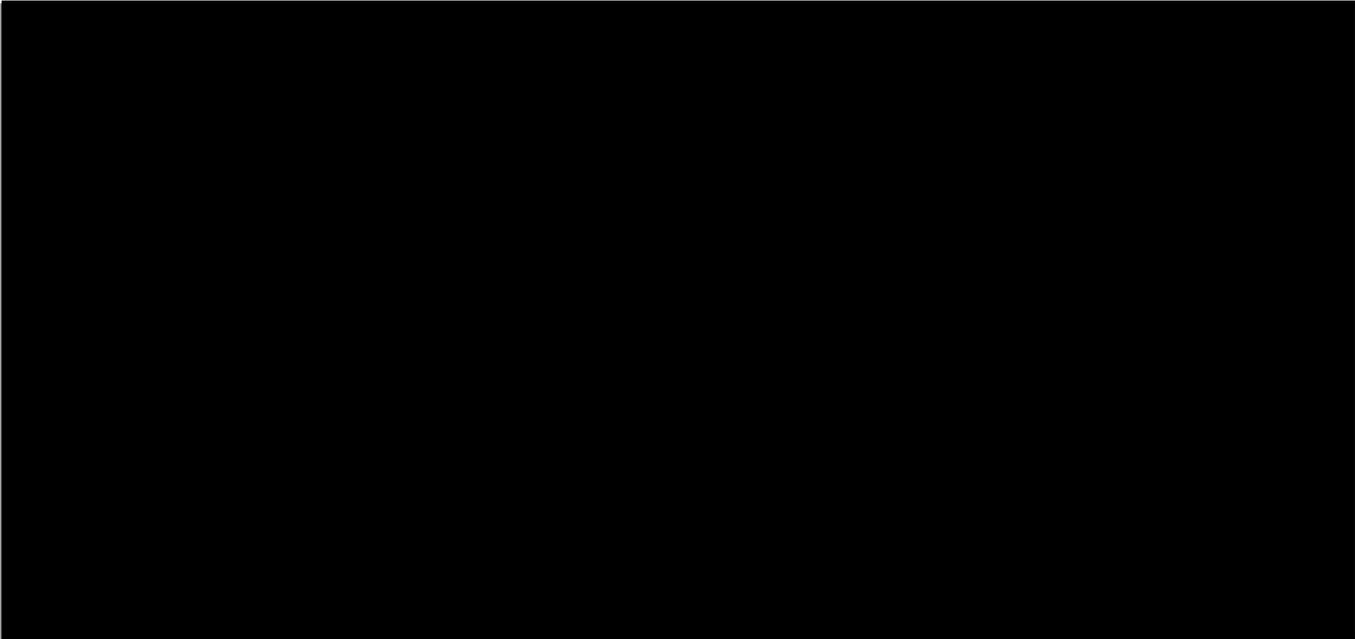


**Schedule 4**

**Commercial Terms**







## **ROYALTY PAYMENTS**

Royalty payments are calculated by reference to the tables in Schedule 4.

BGS will invoice SOCOTEC on a quarterly basis for fees and/or royalties owed to it in connection with work undertaken by BGS for SOCOTEC, or revenue received by SOCOTEC from the deployment of PRIME equipment in any preceding calendar quarter.

In connection with royalties and fees owed to BGS, SOCOTEC will submit a quarterly statement to BGS within one calendar month of the end of the accounting quarter.

Royalty payments will be reviewed on an annual basis on the anniversary of this agreement.

**NB – All royalty returns and fees are exclusive of VAT.**

### **Frequency of Royalty Payments**

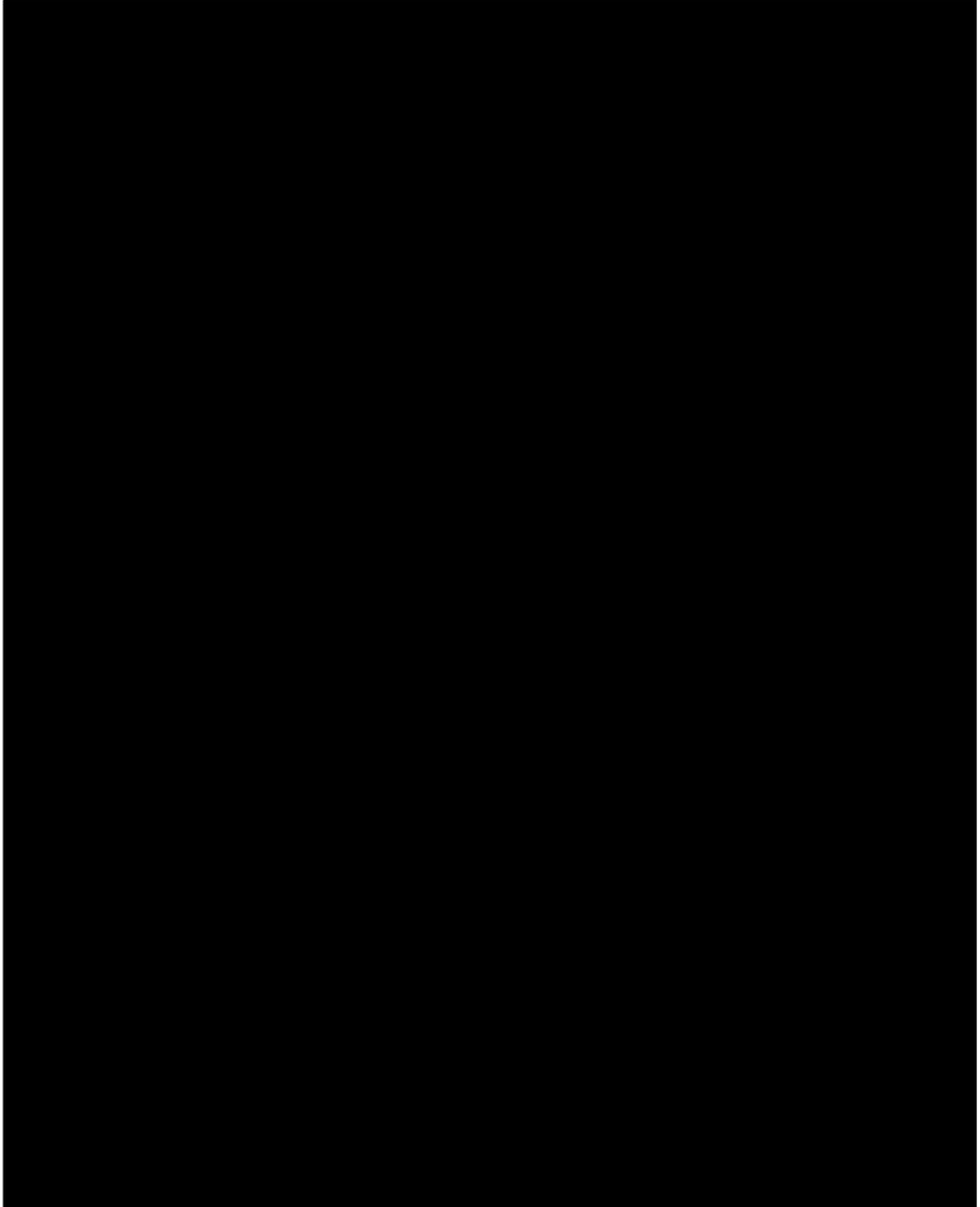
The accounting periods will be quarterly, January to March; April to June; July to September; and October to December.

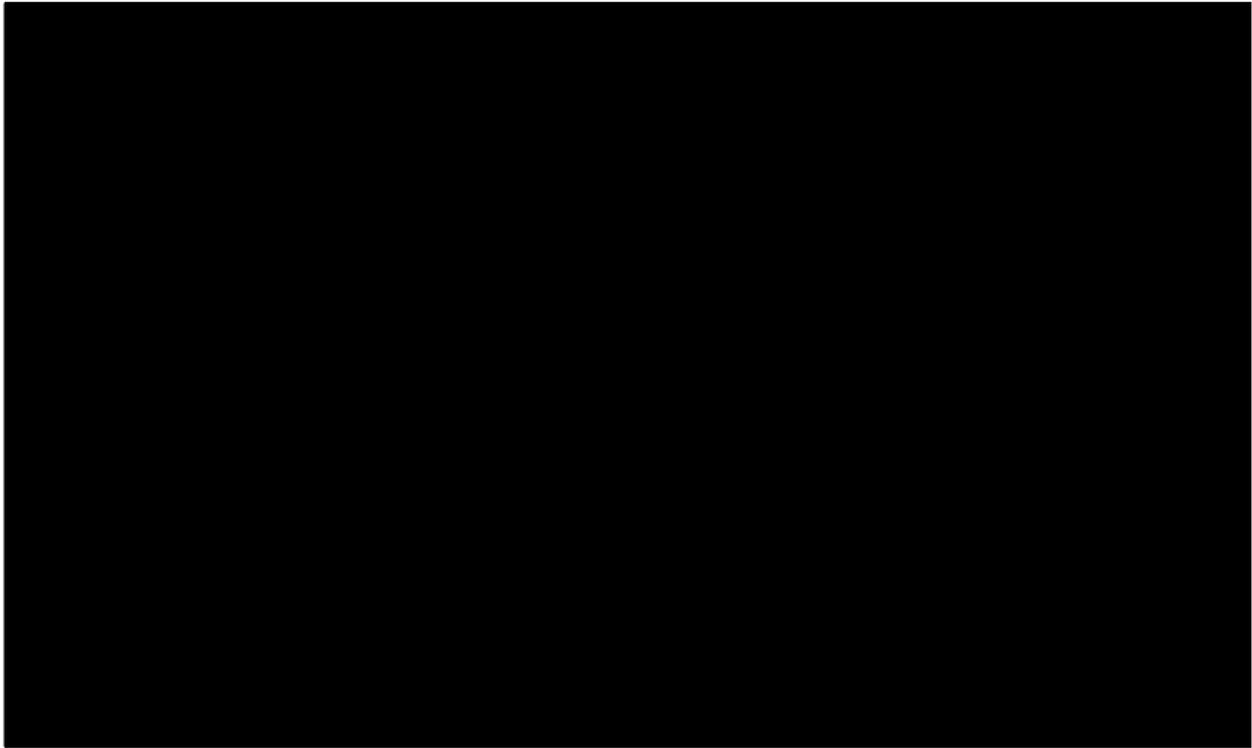
- A) In connection with **royalties** owed to the Licensor before the last day of January, April, July, and October a statement will be submitted by SOCOTEC to BGS which shows in respect of the preceding 3 months (ending on the last day of March, June, September, and December respectively) the revenues received by SOCOTEC from contracts to deploy PRIME. These statements will identify individual PRIME deployment contracts and for each indicate the size/level of the systems deployed, the revenue received each month and the royalty due to the Licensor (including the additional sum due in respect of VAT which should be listed separately).
- B) In connection with **fees** owed to BGS before the last day of January, April, July, and October each year, a statement will be submitted by SOCOTEC to BGS listing receipts in respect of the preceding 3 months (ending on the last day of March, June, September, and December respectively), the fees owed by SOCOTEC to BGS in connection with individual PRIME deployment contracts, and for each identify the activities undertaken, the activity in terms of the number of man days, and at what Band with a cumulative fee per PRIME deployment contract.



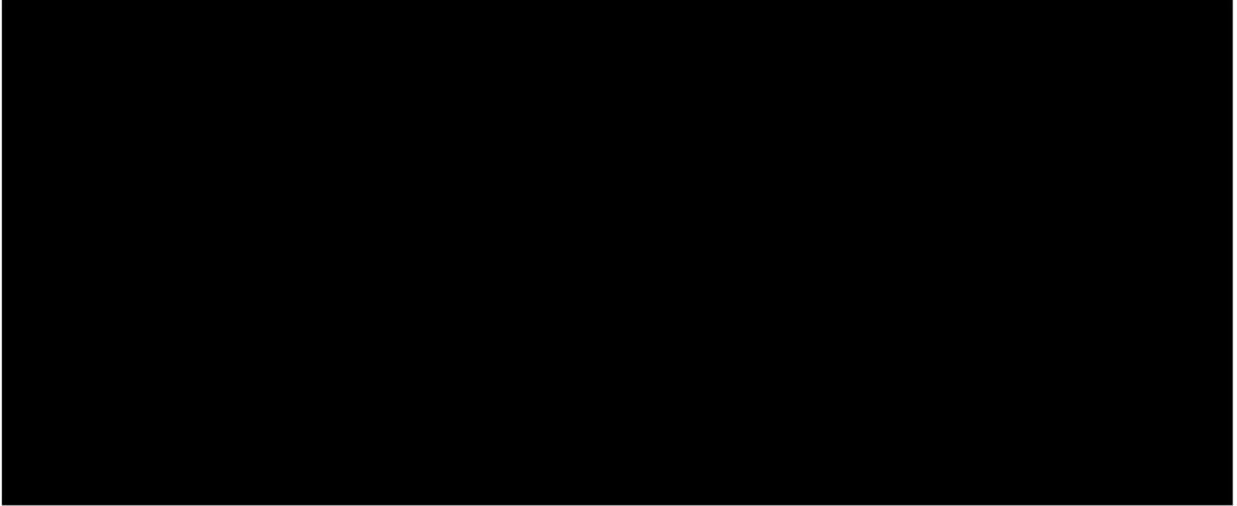
**Schedule 5**

**Key Performance Indicators**





## Appendix 1

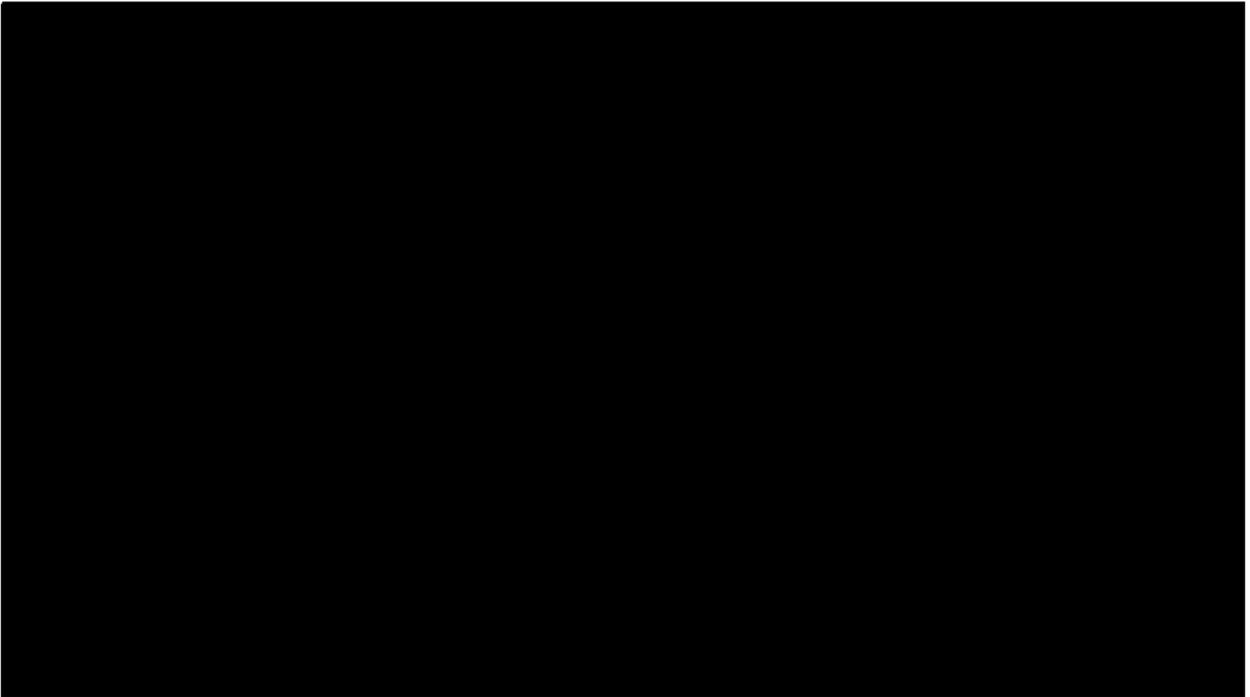


**Schedule 6**

**KEY CONTACTS**

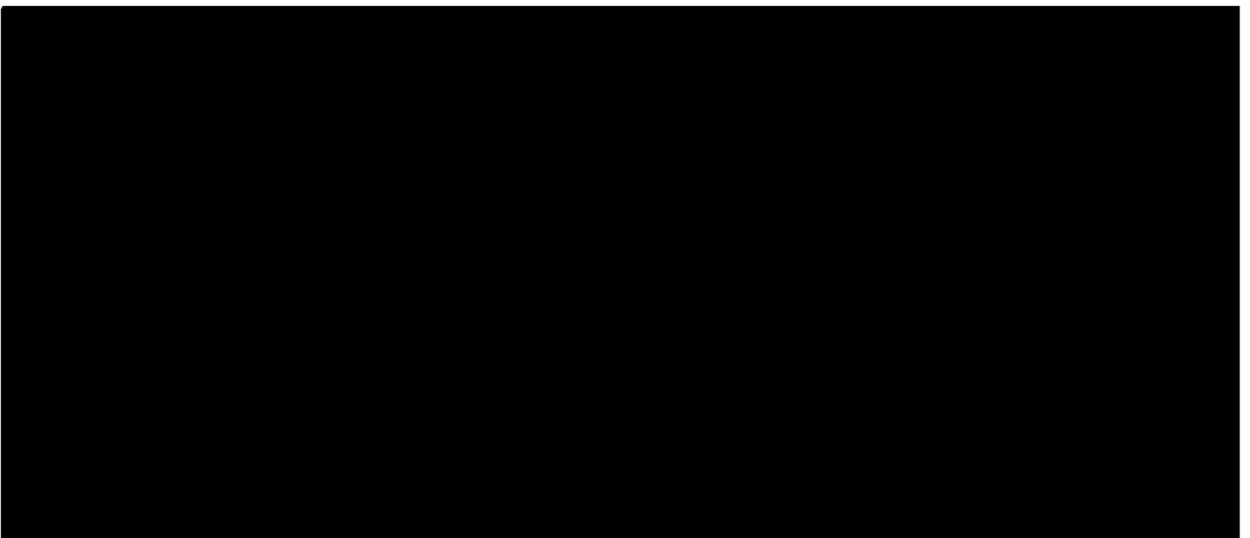
**BGS Key Contacts and Responsibilities**

Postal addresses for BGS personnel as listed on page 1



**SOCOTEC Key Contacts and Responsibilities.**

Postal addresses for SOCOTEC personnel as listed on page 1



## **Schedule 7**

### **Description of SOCOTEC's Calyx System**

Supporting vital decision making, Calyx™ is SOCOTEC Monitoring's secure web-based data management and visualisation platform. Its user-friendly graphical interface allows quick and easy interpretation of large amounts of instrumentation data from multiple sources, regardless of project scale. It is fully configurable to suit a broad range of monitoring requirements and accessible online 24/7 from any internet-connected device.

Calyx is hosted on the highly secure and scalable Amazon Webservers and supported by our dedicated data team.

## **Schedule 8** **Trade Mark Licence**

This Agreement is made on the 1<sup>st</sup> day of April 2019 ("the Effective Date") between:

- (1) **UK Research and Innovation**, a body corporate, as represented by its component body **British Geological Survey** of Environmental Science Centre, Keyworth, Nottingham NG12 5GG ("The Licensor" or "BGS"); and
- (2) **SOCOTEC Monitoring UK Ltd**, a company registered in [England] under number 07101640, whose registered office is at 43 Bell Land, Uckfield, East Sussex TN22 1QL ("SOCOTEC").

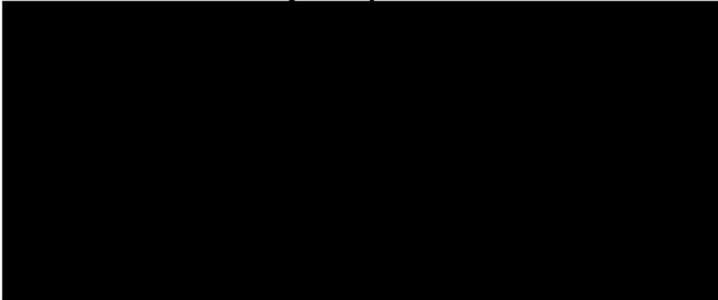
The Licensor grants SOCOTEC a non-exclusive licence to use the trademarks specified in Appendix 1 ("the Trade Mark") solely on the products developed and supplied (directly or indirectly) by SOCOTEC as specified in the agreement between the Licensor and the SOCOTEC dated [*insert date of SOCOTEC Agreement*] ("the **COPYRIGHT AND KNOW-HOW LICENCE**")

1. SOCOTEC may only use the Trade Marks [as specified in Appendix 1 (or as otherwise directed by the Licensor from time to time)][in accordance with the brand guidelines provided by the Licensor to SOCOTEC from time to time] and may not use it in any other way without first obtaining the written consent of the Licensor.
2. In consideration for the grant of the licence in paragraph 1, SOCOTEC accepts the restrictions and obligations set out in this Agreement.
3. SOCOTEC acknowledges that the Licensor is the owner of the Trade Marks and agrees not to dispute or challenge the validity of the Trade Marks or the rights of the Licensor to the Trade Marks.
4. SOCOTEC will indicate that the Trade Marks are a registered trade mark by use of the ® symbol in conjunction with it and by including the following wording (or such other wording as the Licensor may direct from time to time) on any printed matter on which the Trade Marks are placed:  
  
"*[insert Trade Mark]* is a registered trade mark of the Natural Environment Research Council and is used with permission"
6. SOCOTEC will not do or omit to do anything to diminish the rights of the Licensor in the Trade Marks. In particular, SOCOTEC will not use the Trade Marks in any way which would tend to allow it to become generic, lose its distinctiveness, become liable to mislead the public, or become detrimental to or inconsistent with the good name, goodwill, reputation and image of the Licensor.
7. SOCOTEC will not apply for or obtain registration of the Trade Marks or any similar words or marks in any language or form for any goods or services in any country.
8. The Licensor does not warrant that the use of the Trade Marks by SOCOTEC will

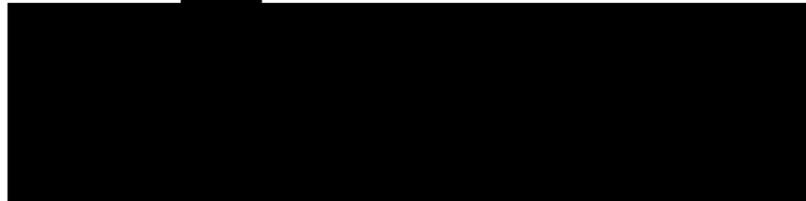
not infringe the rights of any third party.

9. Except as expressly permitted by this Agreement, SOCOTEC is not entitled to hold out itself or any product that it supplies as being endorsed by the Licensor in any way.
10. This Agreement is personal to SOCOTEC which may not assign or transfer (or purport to assign or transfer) any of its rights or obligations under it.
11. This Agreement will terminate automatically on termination of SOCOTEC Copyright and Know How Licence. In addition, the Licensor may terminate this Agreement immediately by giving written notice to SOCOTEC at any time if SOCOTEC commits any breach of this Agreement.
12. When this Agreement expires or is terminated, SOCOTEC's licence to use the Trade Marks will cease immediately
13. This Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts except that either Party may bring an interim or emergency injunction in any court of competent jurisdiction.

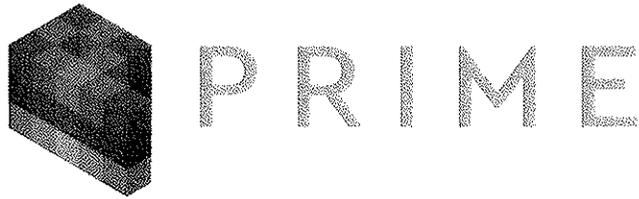
**AGREED** by the Parties acting through their authorised signatories:

A large black rectangular redaction box covering the signature area of the first party.

**SOCOTEC Marketing UK Ltd**

A large black rectangular redaction box covering the signature area of the second party.

## Appendix 1



**British  
Geological Survey**  
Expert | Impartial | Innovative