



Year 2020

OneGeology CONSORTIUM MEMBERSHIP AGREEMENT

between

OneGeology (BRITISH GEOLOGICAL SURVEY

And

Bureau de recherches géologiques et minières)

And

<< CONSORTIUM MEMBER NAME >>

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PARTIES

(1) **BRITISH GEOLOGICAL SURVEY** (“BGS”) a component institute of the NATURAL ENVIRONMENT RESEARCH COUNCIL (“NERC”), of Environmental Science Centre, Nicker Hill Keyworth, Nottingham, NG12 5GG, UK,

and

BUREAU DE RECHERCHES GÉOLOGIQUES ET MINIÈRES (BRGM) whose administrative office is at 3 avenue Claude-Guillemin, Orléans-la-Source, à Orléans, France (“BRGM”).

(BGS and BRGM are the ‘Lead Parties’)

; and

(2) <<name and address of Member>> (“Member”)

TYPE OF MEMBERSHIP

- GEOLOGICAL SURVEY ORGANISATION
- ACADEMIC OR TEACHING (other than geological survey)
- GOVERNMENT BODY OR AGENCY (other than geological survey)
- INTERNATIONAL BODY OR AGENCY
- COMMERCIAL COMPANY
- NOT-FOR-PROFIT COMPANY

Details of membership types are available at Schedule One. Please tick as appropriate.

1 PREAMBLE

OneGeology is a global initiative which is initially improving the accessibility of a fundamental geoscience dataset - geological map data and now expanding to encompass all digital geoscience data including 3-dimensional datasets. It is improving the discovery, access, and interoperability of that data and last, but not least, accelerating the transfer and exchange of know-how and experience to achieve these things through state-of-the-art digital technologies including Web services. Since its inception in 2006 OneGeology has evolved considerably. One hundred thirty eight (138) organisations from 117 nations are now participating, serving more than 580 datasets to a dynamic Web map portal. The number of datasets is increasing steadily in extent, resolution and theme. OneGeology's websites are used by researchers, government, teachers, industry, and the public.

OneGeology is the major initiative of the geological surveys across the world, national and state/provincial/territorial. It is a flagship project of the International Union of Geological Sciences. It is actively supported by UNESCO and the Commission for the Geological Map of the World. It is regarded as an exemplar project in the domain of science and spatial data infrastructures by the International Council for Scientific Unions (ICSU), by the Global Earth Observation initiative (GEO), by the European Commission, and by the Open Geospatial Consortium.

Since 2007 the Lead Parties have provided the leadership, secretariat services and technical maintenance of OneGeology and its services. They have undertaken to continue to do so, but now seek the financial support of others who participate in and benefit from OneGeology: through subscription from its Members and other contributions from the geological survey community, the OneGeology Consortium seeks to improve One Geology's present coordination, governance and financial position.

The Objectives for which the Consortium is established are those of OneGeology; they are:

- To be the provider of geoscience data globally;
- To ensure an exchange know-how and skills so all can participate;
- Use of the global profile of OneGeology to increase awareness of the geosciences and their relevance.

By joining and becoming a Member of this Consortium, organisations will ensure the sustainability of OneGeology. Members will be helping to realise its full potential and play an integral part in its further development as the global platform to improve access to fundamental geoscience data, to the exchange of knowledge and skills to deliver that data, and to improve the interoperability of scientific data for the benefit of the users of geological knowledge across the world. Membership will ensure that the data and services delivered by national and state/provincial/territorial surveys are available on a high profile global platform. It will give Members personnel access to the expertise and experience of international geoscientists and informatics experts. It will leverage Members organisations' research, survey and service contribution through its global presence, and its track record in spawning projects supported by regional and national funding agencies.

2 BACKGROUND

A Strategic Steering Committee of OneGeology (previously known as the Steering Group or Board) representing the geological surveys of the world provides the governance of OneGeology. The Steering Committee and the Lead Parties thus wish to make available to subscribing Members (hereinafter referred to as Principal or Associate Members) on a membership basis, Membership of a OneGeology Consortium.

This Consortium Membership Agreement sets out the terms, rights, and fees associated with membership (described in Annex 1) and also describes the governance of the Consortium; it encourages Members who wish to join the Consortium, further the Objectives of OneGeology and to provide access to data and expertise. At the same time it supports the Strategic Steering Committee and the Lead Parties which have agreed to contribute to, govern, and coordinate OneGeology - all actions which are subject to the terms and conditions of this Agreement.

3 MEMBERSHIP

Membership in OneGeology conveys many benefits: membership and active participation means a Member organisation has access to the world's leading digital data management technology and resources. Members will help drive the direction of geoscience cyber infrastructure to clearly define the problems, establish the solution criteria, and set priorities. Membership helps Members adopt and comply with emerging technical designs and standards. Membership also provides opportunities to interact and work directly with the leading organisations and individuals in the digital geoscience data world.

Membership in OneGeology is conveyed to signatories of the OneGeology Accords adopted in 2007 in Brighton, United Kingdom. Members have all rights and responsibilities described in the current document, but may not send representatives to the Strategic Steering Committee, or the Operational Group or any other decision making sub-committee of the Steering Committee that may be deemed useful from time to time to be established, unless they are Principal or Associate Members and pay the appropriate annual fees. Membership in OneGeology is non-lapsing but resignation is effective with 30 days of written notice to the administration.

Members who pay the membership fees described in Annex 1: Schedule One Membership Fees become Principal Members. In addition to the rights provided to all Members, Principal Members vote on governance and financial issues and may access a number of free or reduced cost registrations to OneGeology conferences and meetings, as determined by the Operational Group.

Non-profit, academic, or government organizations that support the objectives of OneGeology may become Associate Members. Associate members may provide data but are not mandated to do so. Associate Members will be eligible to receive all OneGeology correspondence and participate in OneGeology activities within the limits of the OneGeology Brighton Accord (see Annex 4) including sending a representative to the Operational Group. The fees for Associate Membership are described in Annex 1.

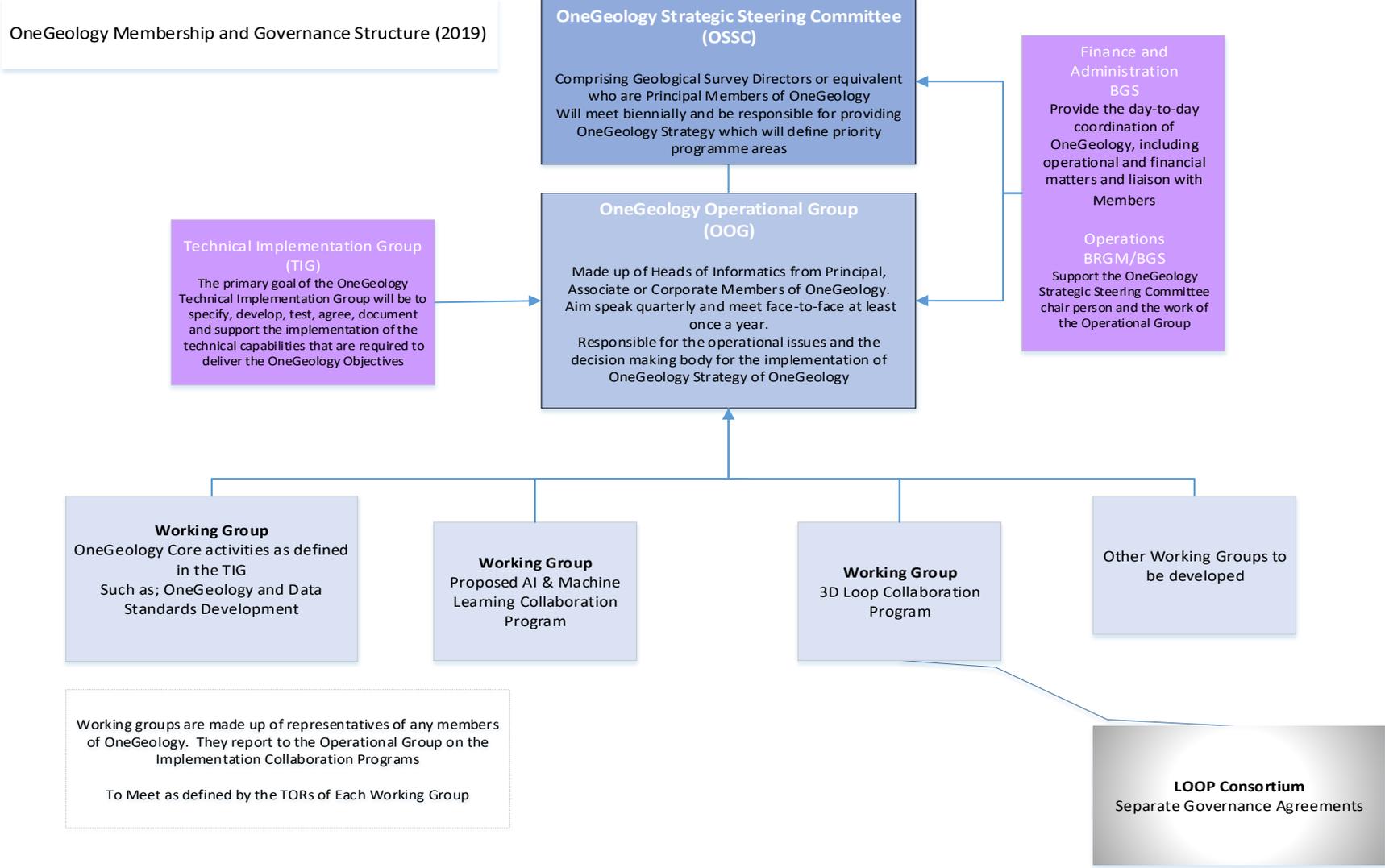
Commercial entities are very welcome and may become Corporate Members, eligible to receive all OneGeology correspondence and participate in OneGeology activities within the limits of the OneGeology Accord and terms of reference for operation. The fees for Corporate Membership are not fixed and need to be agreed with the Operational Group. Corporate Members are eligible to

send up to four representatives to attend the Technical Implementation Group meetings of the OneGeology consortium.

4 GOVERNANCE

OneGeology is not a legal entity: it is a non-corporate body supported through the trust of its Members and, in particular, the Lead Parties. It will be governed by the OneGeology Strategic Steering Committee and the OneGeology Operational Group and supported by the permanent administration provided by the Lead Parties. The Strategic Steering Committee will comprise all the Principal Member National Geological Survey Heads or equivalent (previously referred to as 'Board Members') representing geological survey organisations (both national and where appropriate state/provincial/territorial). In recognition of the substantial logistical and financial support provided in the past and continuing to be provided to OneGeology by the Lead Parties, an additional two Strategic Steering Committee members will be nominated from and by the Lead Parties. The Strategic Steering Group Committee Members will appoint a chair person from within their number and agree on the term and protocols which apply to the office of chair person. The Committee will develop a terms of reference with assistance from the administration. The Committee will determine their operational and meeting procedures but it is expected that it will meet face-to-face once every two years. Every Committee Member has one vote at a Committee meeting and may call a Committee meeting or any other person as authorised by the Committee ToR (or virtual meeting) at any time, subject to fourteen (14) day notice. A quorum will be a minimum of majority of Committee Members, dependent on their number. The chair person will hold a casting vote should a simple majority not be reached.

The Operational Group will be made up of nominated representatives of all Principal and Associate Members that wish to attend and contribute. The Group will meet quarterly and be the decision making body for all operational issues for implementing the OneGeology strategy as defined by the Strategic Steering Committee. It will cover all operational issues for the OneGeology programme including financial and technical decisions and will be supported by the OneGeology administration as well as any operational working groups and sub-committees such as the Technical Implementation Group or a Science User Group. The Operational Group will be chaired by one of the Lead parties.



5 RESPONSIBILITY AND POWERS OF THE CONSORTIUM, THE STRATEGIC STEERING COMMITTEE AND OPERATIONAL GROUP, AND MANAGING STAFF

The Consortium, together with its Strategic Steering Committee and Operational Group and management staff, have the responsibility to further the Objectives of OneGeology. The Consortium has the power to do anything within the law that may promote or may help to promote any or all of the Objectives, but nothing outside the Objectives.

Income from membership fees and other sources will be used to supplement the administrative services and technical coordination functions (roles summarised in Annex 2) supported at a core level by the Lead Parties. The Operational Group may also choose to employ such staff as are necessary for carrying out the work of the Consortium, in particular ensuring the effective and efficient executive leadership of OneGeology. The Operational Group will establish the roles needed and select the personnel and their terms of employment. The costs of supplementing core services and functions and/or employing such personnel will not exceed the resources made available to the Operational Group through this Consortium Agreement.

Financial and accounting arrangements of the Consortium will be transparent to all Members and be audited annually by qualified individuals selected by the Operational Group.

6 LIABILITY

Each Member providing data via OneGeology services is responsible for ensuring that data are eligible for access on a global scale and they have sought the necessary permissions to allow such use. Where Members wish to provide more than a “view” service, they should provide terms of use with their data.

The financial liability of each Member of the Consortium is limited to their annual membership fee.

Nothing in this section conveys that the parties to this Agreement are joint and severally liable.

The limits of liability do not apply in the event of death or injury or the gross negligence of any of the parties to this Consortium Agreement.

7 INTELLECTUAL PROPERTY RIGHTS

Data distributed as part of OneGeology will remain in the ownership of the originating geological survey or organisation. Each Member will only provide through OneGeology data that it has the full authority to provide. Each Member is aware and accepts that data provided will be made accessible on the Internet.

Any data or information generated by any of the parties to this Agreement shall and will remain in the ownership of that party.

8 TERM AND TERMINATION

This Agreement shall commence on January 1st of each calendar year and shall continue, unless otherwise agreed, for a period of five (5) years after first signing. At the end of the first year,

membership will move to an automatic annual membership and renewal fees for each year will be notified to members prior to the start of each new year. Each party must notify the other party of intention to terminate, in writing, at least 60 days before the end of the membership year.

In the event a breach of a party's obligations under this Agreement is identified, the Operational Group shall give the defaulting party 30 calendar days notice to remedy the breach. If such a breach is substantial and is not remedied within that period or is not capable of remedy, the Operational Group will have the option to terminate the defaulting party's participation. Any unused fees paid by the defaulting party will not be reimbursed.

Clauses 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination by a Lead Party or Member of Agreement for any reason and will continue indefinitely.

9 FORCE MAJEURE

The Lead Parties shall have no liability to the other Members under this Agreement if they are prevented from or delayed in performing their obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond their reasonable control.

10 ENTIRE AGREEMENT

This Agreement, and any documents annexed and/or referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

11 ASSIGNMENT

Members shall not, without the prior written consent of the Operational Group assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

12 SEVERANCE

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Members concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

13 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

14 THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

15 LANGUAGE

This Agreement is drawn up in English, French* and Spanish* languages. In the event of disputes regarding interpretation, both versions shall be deemed authentic. English language shall govern all other documents, notices, meetings, arbitral proceedings and processes relative thereto.

16 DISPUTE RESOLUTION

In the event of a disagreement about the interpretation or performance of the Agreement, the Members shall endeavour to settle their dispute out-of-court through the Operational Group.

If the Members concerned have not reached a settlement of such dispute, the dispute should be the subject to the jurisdiction of the appropriate national court of the Member who would be defending the legal matter.

This agreement is valid from the date upon which it is signed

Signed

Name

Position

***Available on request**

Annex 1:

SCHEDULE ONE - MEMBERSHIP FEES

The annual membership fees are set out below. These are the minimum fee levels and organisations may choose to provide financial support for OneGeology which exceeds this. Subsequent annual membership fees will be subject to the rates agreed by the Operational Group and prevailing at the time of renewal. Members will be notified prior to the start of each new year the fee appropriate for the forthcoming annual membership.

CURRENT FEE STRUCTURE

ORGANISATION TYPE	SIZE*	CIRCLE WHICH ANNUAL FEE APPLIES (€)
GEOLOGICAL SURVEY ORGANISATION	LARGE (≥ 100 FTE)	10000
GEOLOGICAL SURVEY ORGANISATION	SMALL (< 100 FTE)	5000
ACADEMIC OR TEACHING ORGANISATION	LARGE (≥ 100 FTE)	10000
ACADEMIC OR TEACHING ORGANISATION	SMALL (< 100 FTE)	5000
GOVERNMENT BODY OR AGENCY	-----	10000
INTERNATIONAL BODY OR AGENCY	-----	10000
COMMERCIAL COMPANY	-----	**
NOT-FOR-PROFIT COMPANY	-----	5000

* Large = >100 full time employees (FTE)

** Subject to individual negotiation through the MD

MEMBERSHIP CATEGORIES	CRITERIA	FEE (€)
Member	Signer of Brighton accord	0
Principal Member	Members with full voting rights	see above
Associate Member	Supports objectives	see above
Corporate Member	Supports objectives	tbd

If you need OneGeology to raise an invoice provide the following information:-

Organisation Billing Address:

VAT (tax) number if you have one:

Payee name that the invoice is to be addressed to:

Fee Amount:

Any other references that you wish to be quoted (e.g. purchase order numbers):

Payments should be made payable to:-

British Geological Survey

Bank Details :

EURO ACCOUNTS	
Bank Acct	General Euro
Used for	Intra-NERC ("book") transfers / BACS
Acct Name	UKRI NERC EUR GENERAL
Bank Address	Government Banking Service Branch PO Box 2027 Parklands, De Havilland Way Howich, Bolton BL6 4YU
Sort Code	60-72-03
Acct No.	85014028
IBAN	GB95 NWBK 6072 0385 0140 28
SWIFT/BIC	NWBKGB2L

Quoting Invoice number Reference:

Annex 2:

Administration and Strategic Steering Committee and Operational Group Terms of Reference

The administration will:

- Provide the day-to-day coordination of OneGeology, including operational and financial matters and liaison with Members
- Support the OneGeology Strategic Steering Committee chair person and the work of the Operational Group
- Strive to recruit new members and extend and enhance data services
- Maintain and develop effective communication with media (including the website www.onegeology.org, newsletters, presentations, articles and exhibitions)

OneGeology Strategic Steering Committee Terms of Reference:

1. The OneGeology Strategic Steering Committee is drawn from all OneGeology Principal Member Heads (National Geological Survey Heads or equivalent).
2. The Strategic Steering Group will appoint a Chair who will act as a single point of contact for the Group. The Chair serves for a term of two years and her/his position can be renewed.
3. The responsibility of the OneGeology Strategic Steering Committee is to provide OneGeology Strategy which will define priority programme areas. The Committee will normally expect to meet once every two years.

OneGeology Operational Group Terms of Reference:

1. The OneGeology Operational Group membership is nominated by all Principal Member and Associate Member organisations.
 - a. The OneGeology Operational Group is responsible for determining the operational structures necessary to deliver the Objectives defined in consortium agreement section 1.
2. The Operational Group will approve Terms of Reference for any working groups or committees it deems necessary to establish and will appoint their Chairs. Such committees will be chaired by Operational Group members.
3. The OneGeology Operational Group is responsible for the financial viability of the Consortium and is authorised to establish membership fees and to seek other sources of funding in support.
4. The Operational Group will meet up to four times a year or as needed with at least one face-to-face meeting per year.

5. The Operational Group may invite observers to participate in its meetings or its sub-committee meetings.
6. The Operational Group will be chaired by or co-chaired by nominated representatives of the two lead parties by agreement between them.

OneGeology Technical Implementation Group (TIG) Terms of Reference:

1. The primary goal of the OneGeology Technical Implementation Group will be to specify, develop, test, agree, document and support the implementation of the technical capabilities that are required to deliver the OneGeology Objectives.
2. The OneGeology Technical Implementation Group shall consist of persons nominated by OneGeology Principal and Associate Members.
3. The OneGeology Technical Implementation Group will be co-chaired by nominated representatives of the organisation that is providing the administrative and technical support services to data contributors to OneGeology and by the organisation that is hosting the OneGeology Registry and Portal.
4. The OneGeology Technical Implementation Group will hold meetings at least annually.

Annex 3:

DEFINITION OF ONEGEOLOGY GEOGRAPHIC REGIONS

The definition of the Countries and Geographic Regions used to geographically locate participant offered geospatial web services, are always taken from the current UN lists, which can be found here: <https://unstats.un.org/unsd/methodology/m49/>

Annex 4:

Text of the Brighton Accord March 2007: Updated by the Board of OneGeology September 2017

1. THE ACCORD

As a result of the kick-off meeting in Brighton, March 2007, participants agreed unanimously to an Accord, providing the governance, technical and political essentials for OneGeology. It is also a helpful document to clarify what OneGeology is about.

Eighty one participants from forty three nations and fifty three national and international bodies met in Brighton, UK, between 12 and 16 March 2007 to discuss and agree how to improve the accessibility of global, regional and national geological map data and, in doing so, increase its usefulness to society.

Participants at the workshop asserted that geological map data are essential to advancing science and education in order to better provide solutions to the challenges of mitigating environmental hazards, ensuring the sustainable supply of energy, minerals and water, and addressing the urgent challenge of our changing climate.

2. RECOMMENDATIONS

Participants agreed that the following 10 recommendations should be communicated to Geological Surveys and Organisations. Participants will encourage all Geological Surveys and Organisations not present in Brighton to embrace these recommendations and by doing so formally agree to participate in the OneGeology.

1. The OneGeology initiative should proceed with the following mission:
OneGeology is a Geological Survey initiative launched in the International Year of Planet Earth, which will make public and Internet-accessible the best available digital geological map data and all forms of relevant Geoscience digital data worldwide to better address the needs of society.
2. OneGeology will start on making accessible existing geological map coverage and it is recognised that this will catalyse scientific harmonisation of map data globally (www.onegeology.org) initiative.
3. OneGeology will, as a priority, work to enable access to all geological map data. In addition, OneGeology will link to, and be interoperable with, applications for broad societal access and wider-resolution mapping.
4. OneGeology aims to benefit society and also improve the efficiency and effectiveness of the Geological Surveys and Organizations providing the map and other Geoscience data.
5. OneGeology and its participants will seek funding to support its work and goals and also develop strategies to provide mutual assistance to implement OneGeology and build participant capacity.
6. Participants recognise that map and Geoscience data distributed as part of OneGeology will remain in the ownership of the originating Geological Survey or Organisation, and ideally, but not necessarily, be available at no cost in accordance with the GEOSS data sharing principles (https://www.earthobservations.org/geoss_dsp.shtml)

7. OneGeology will be managed by a Steering Group composed of representatives from Geological Surveys and Organisations OneGeology will be cognisant of, and proactively interact with, the wider geo-spatial community. It will also set up task groups to achieve its goals. An administration, data provider support and WWW portal will be established to ensure the sustainability and continuity of the initiative.
8. The priority of OneGeology is to make available interoperable, Internet-accessible, scientifically-attributed data and to make progress at levels appropriate to participants' capability.
9. Geological Surveys and Organisations are encouraged to work together to develop and implement the required interchange standard to make their data interoperable.
10. The progress of OneGeology will be presented widely and at each International Geological Congress, to demonstrate the resulting increase in Internet access to the data.

