



Geological Survey of Finland

Unit

Place of business

Date

GTK/xxx/11.03.02/2022

# Agreement on re-use of GTK's sample material and delivery and license to use the produced digital data

Date

## 1 PARTIES

1. Geologian tutkimuskeskus (GTK), Vuorimiehentie 5, FIN-02151 ESPOO ("GTK") and
2. Company \_\_\_\_\_,  
address \_\_\_\_\_ ("Company")

Hereinafter also as "Party" or together as "Parties".

## 2 BACKGROUND AND PURPOSE OF THE AGREEMENT

With this agreement the Parties agree on terms of collaboration, where:

GTK will provide to the Company with a separate order (detailed operations with) specified geological samples for re-analysis.

Company will provide the results of the analyses ("data") to GTK as detailed herein.

## 3 STATEMENT OF THE WORK

1. GTK will provide to the Company with a separate order/attachment specified geological samples for re-analysis (as attached hereto).
  - a. Extraction of samples from archives is chargeable service, where's applied GTK's General Terms of Contract (appendix 2.)
  - b. Schedule for delivery of sample material will be agreed separately
  - c. Company may use max. ½ of drill core or max.-----g of sample material, which will be agreed on the basis of analytical methods and generating data. At least ¼ of drill core or minimum of 10 g of sample material need to be left for GTK's archives. The remaining sample material should be returned to GTK within 6 months in case of drill core material and within 2 months in case of till geochemistry samples.
2. Company will take care of the transport costs for the sample materials to the laboratory chosen by the Company and back to GTK
3. Company will provide the results of the analyses ("data") to GTK at least in six (6) months from the date of dispatch of the sample materials to Company's use according to this Agreement.
  - a. The data will be provided to GTK in the original format of the laboratory and with metadata in standard format (methodology etc.)
4. GTK will include the data as part of its public geodatabase after 24 months has passed from delivery of sample material.

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- a. during the 24 months the data will be kept confidential and be used in GTK only for research purposes, any potential publications are to be agreed separately
- b. The ownership to the data remains with the Company and GTK will have a perpetual, irrevocable, parallel full license to use it including the right to transfer, share and re-use in an unlimited way.

#### 4 OTHER TERMS

- 4.1 The knowledge that Parties in this collaboration obtain about each other's research and business arrangements, which are to be considered of confidential character, must not be used or communicated to other persons or organizations.
- 4.2 The Receiving Party shall hold strictly confidential any information disclosed by the other Party within the framework of this Agreement, whether in writing, orally or otherwise. The obligations concern such information (hereinafter referred to as "Confidential Information"), that
  - a. if it is written, is marked as "confidential" or the like, or
  - b. if it is oral, is designated confidential at disclosure, or
  - c. whether it being written or oral and whether it being designated as confidential or not, by its nature makes it obvious that it is confidential.

The Receiving Party agrees not to distribute or otherwise disclose Confidential Information to third parties without the explicit written consent of the other Party.

- 4.3 The Receiving Party may only use Confidential Information for the purposes set forth in the beginning of this Agreement and it may only disclose Confidential Information to such employees of the Receiving Party that has a direct need to know it. The Receiving Party shall ensure that the aforementioned employees are made aware of and that they for their own part adhere to these contractual obligations regarding the confidentiality of Confidential Information.
- 4.4 The Receiving Party may also disclose Confidential Information to its advisors for the purposes set forth in the beginning of this Agreement. The Receiving Party shall ensure that the advisors concerned are made aware of and that they for their own part adhere to these contractual obligations regarding the confidentiality of Confidential Information.
- 4.5 Notwithstanding the aforesaid, the Receiving Party shall have no obligation of confidentiality concerning information which:
  - a. is in the public domain at the time of execution of this Agreement, or which comes in the public domain during the term thereof other than pursuant to a breach by the Receiving Party;
  - b. is known to the Receiving Party at the time of disclosure as evidenced by its written records;

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- c. is received from a third party and it is evidenced that the third party has not received the information, directly or indirectly, from the other Party of this Agreement;
  - d. is independently developed by an employee or consultant of the Receiving Party, provided that the employee or consultant has been without knowledge of the information disclosed by the other Party;
  - e. is disclosed expressly without restrictions on disclosure and/or use; or
  - f. the Receiving Party is required to disclose by law or by a governmental or administrative agency or body or decision by a court of law, but then only after first notifying the other Party of the required disclosure.
- 4.6 Each Party is independently liable for any damage caused by its actions and activities. The parties shall, however, be liable for each other for the damage caused by a Party to another. This liability shall not include liability for any indirect or consequential damage unless such damage is caused by gross negligence or willful misconduct by the Party causing the damage.
- 4.7 Disputes between the Parties in connection with this Agreement will be attempted to be resolved amicably. If this is not possible, the (Parties shall select an official mediator with the aim to settle the dispute. Where a mediator is not able to resolve the dispute within a reasonable time period or such mediator may not be unanimously selected, the) case will be subject to legal procedure in local court under the prevailing Finnish Law.
- 4.8 Any claims to the other Party for damaged caused by it shall be reported and requested without delay, within six (6) months at the latest from the moment the damage was known by the Party seeking the compensation.
- 4.9 No Party shall be held liable for not complying with obligations ensuing from this Agreement should the non-compliance be caused by force majeure. Any unexpected or unpredictable events or circumstances which occur against the will of the parties and that seriously impede the implementation of the Agreement, shall be deemed to constitute a situation of force majeure.
- If a party wants to appeal to a force majeure, it must report the force majeure situation in writing to the other Party immediately after the force majeure situation has occurred.
- 4.10 Such an event may refer to war, mutiny, requisition of goods for public needs, an export or import ban, a natural disaster, disruption in public transport and energy distribution, a substantial restriction placed on the operations of GTK by the government budget or the Council of the State, a labour dispute, fire, disruption of data communications, or other corresponding and unusual cause equivalent in consequences and beyond the control of the contractual parties.
- 4.11 A Party may not transfer its obligations under this Agreement to a third party without a written consent of the other Party.
- 4.12 The General Terms of Contract of GTK are applied to this Agreement, unless there is otherwise agreed in this Agreement.

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## 5 CONTACT INFORMATION

GTK:

- Matters related to the Agreements: Alekski Salo, puh. 029 503 34 25, [aleksi.salo@gtk.fi](mailto:aleksi.salo@gtk.fi), PL 1237, 70211 KUOPIO
- In technical Issues: Mikko Savolainen, puh. 029 503 06 94, [mikko.savolainen@gtk.fi](mailto:mikko.savolainen@gtk.fi), PL 1237, 70211 KUOPIO
- Delivering the analytical data: [geodata@gtk.fi](mailto:geodata@gtk.fi)

Company:

- Matters related to the Agreement: \_\_\_\_\_  
\_\_\_\_\_
- In technical Issues: \_\_\_\_\_  
\_\_\_\_\_

## 6 VALIDITY OF THE AGREEMENT AND SIGNATURES

This Agreement is made in two (2) originals, one (1) for each Party.

This Agreement will be valid when signed by both Parties.

This Agreement is valid for a period of 2 years from the date of acceptance or signature. New orders may added to this Agreement as a signed attachment.

If a Party wants to withdraw from the Agreement earlier, the matter has to be agreed between the Parties in written or it can be terminated by each Party with a 1 month notice. Confidential obligation under clause 3.4.a shall survive early termination.

In case of a termination the granted license remains in force unless there has been detected a breach of contract which is affecting the other Party and the procedure in other respects follows the Section 14 of GTK's General Terms of Contract.

### Attachments

- 1 The sample material list and the agreed analytical methods (to be delivered by the Company)
- 2 The General Terms of Contract of GTK (to be delivered by GTK)

**This document has been electronically signed**

Date

**Geologian tutkimuskeskus**

Aleksi Salo  
Team Manager  
Mineral Economy Solution

Mikko Savolainen  
Team Manager  
Mineral Economy Solution

Company

[Person responsible for Agreement]

[Person responsible for Technical Issues]