

TNO terms and conditions for the provision and use of geoscientific data and information

The NETHERLANDS ORGANISATION FOR APPLIED SCIENTIFIC RESEARCH TNO, more specifically that part of TNO known as the Netherlands Institute of Applied Geoscience TNO – National Geological Survey, hereinafter referred to as 'TNO', is the central geoscientific information and research institute in the Netherlands for the purpose of the sustainable use and management of the subsurface and its natural resources.

In conjunction with its geoscientific information function, TNO manages a databank that stores data and information related to the Dutch soil/subsurface and the country's underground natural resources. This databank holds existing data and information based on or derived from this data concerning the Dutch soil/subsurface (calculated on land as starting from the earth's surface and calculated on the continental shelf as starting from the surface of the seabed) and the liquids and gases occurring there, as well as related technological and administrative information, hereinafter referred to as 'Facts'.

TNO disseminates the Facts it manages – insofar as these are not deemed, temporarily, confidential by their suppliers – to any interested parties, public, semi-public and private as well as individuals. TNO charges only for the cost of disseminating these Facts without any profit mark-up.

TNO disseminates the Facts to requesting parties, hereinafter to be referred to as the 'User(s)', under the following conditions:

1. The property rights to the Facts rest with TNO, on behalf of the Dutch state, or with those who supplied TNO with these Facts. The property rights to the databank in which the Facts are stored rest with TNO. The User is

entitled to employ the Facts for his/her own use, including the right to incorporate the Facts (or have them processed) into newly formulated information, for example as part of activities benefiting third parties.

2. A distinction is made between private individual Users and commercial Users in regard to the Facts made available by TNO over the Internet. TNO does not charge private individual Users for the provision of Facts over the Internet; this also applies to university researchers who use the Facts in conjunction with fundamental geoscientific research and for instructors who use the Facts for the purpose of knowledge transfer. TNO charges commercial Users a dissemination fee for providing them with Facts over the Internet.
3. Facts not provided over the Internet will be made available to the User on data carriers agreed to between TNO and the User. The User will be charged a dissemination fee for this.
4. Without prejudice to Article 1, the User shall not make any part of the Facts available to third parties or make them public in any other way without TNO's prior written permission. TNO can attach more specific conditions to this permission.



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5. TNO issues no guarantee with respect to the intrinsic usefulness, completeness or quality of the Facts.
6. TNO is in no way liable for damages suffered by the User and/or third parties as a result of having been provided with and/or having used the Facts.
7. In certain cases, TNO is entitled to deny or limit its dissemination of Facts.
8. The User shall ensure that all information and publications that are derived from or based on the Facts list the source of the Facts with an explicit reference to the Netherlands Institute of Applied Geoscience TNO – National Geological Survey (abbreviated as TNO-NITG), followed by the year in which the User was provided with these Facts.
9. Upon non-compliance with the terms and conditions established by TNO for the provision and use of the Facts, TNO reserves the right to terminate the provision and use of the Facts, without prejudice to TNO's right to claim damages.
10. If the User is charged by TNO for the provision of the Facts, the User shall submit payment according to the method indicated on TNO's invoice within thirty (30) days of the invoice date.

The Netherlands Institute of Applied Geoscience TNO - National Geological Survey is the central geoscience institute in the Netherlands for information and research to promote the sustainable management and use of the subsurface and its natural resources

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