



Issuer: Cabinet of Ministers
Type: regulation
Document number: 578
Adoption: 28.08.2012.
Entry into force: 31.08.2012.

Publication:
Latvijas Vēstnesis, 137 (4740),
30.08.2012.
OP number: 2012/137.3

Republic of Latvia
Cabinet
Regulation No. 578
Adopted 28 August 2012

Regulations Regarding the Geological Information System

*Issued pursuant to
Section 23, Paragraph four of
the Law On Subterranean Depths*

1. This Regulation prescribes the content of the geological information system and the provisions for its use.

2. The following shall form the geological information system:

2.1. the State Geological Fund, which contains reports on geological research, thematic studies, monitoring of subterranean depths, engineering geology and geocological research, and other documents (in printed or electronic form);

2.2. the State geological archives, which contain the parent materials of geological research documents (for example, logbooks of field work);

2.3. the library of scientific and technical literature;

2.4. the depository of core samples, which contains core samples, collection of master samples of rocks, collection of thin rock sections, collection of geological samples, samples of rocks, samples obtained by soil sampler, lithic fragments, drilling fluid samples, samples of collection layer fluids, and other samples;

2.5. information accumulated and to be used in electronic form:

2.5.1. data bases "Deposits of Raw Materials of Construction Materials", "Peat", "Sapropel" and "Boreholes" (shall include information regarding research boreholes of geological mapping, hydrogeological research, water supply, hydrocarbons, bottom deposits of the Gulf of Riga and other research boreholes, results of groundwater monitoring, and other data);

2.5.2. an abridged summary of data bases for Internet users - Register of Deposits of Mineral Resources, which shall contain information regarding deposits of mineral resources and water supply boreholes, as well as the balance sheet of stocks of mineral resources;

2.5.3. electronic catalogues "Geofund", "Geomap", "Samples", "Thin rock sections", and other catalogues of the information and collections present in the geological information system;

2.5.4. mathematical models characterising the structure and properties of subterranean depths;

2.5.5. monitoring data of subterranean depths, cartographic and geophysical materials, and other geological information, which are accumulated in the geological information system in electronic form;

2.5.6. the stratigraphic legend of the geological cut (1995).

3. The State limited liability company "Latvian Environment, Geology and Meteorology Centre" (hereinafter - Centre) shall ensure the sampling, systematisation, storage and accessibility of geological information, as well as core samples and samples.

4. Users of subterranean depths shall transfer the obtained information (except the report on the amount of extraction of mineral resources) for storage in the geological information system.

5. Geological information, which has been obtained upon implementing a State study programme, studies funded from European Structural Funds or State-funded science studies, shall be transferred to the Centre for storage in the geological information system.

6. In the cases and in accordance with the procedures laid down in the laws and regulations governing the use of subterranean depths or in the licence for the use of subterranean depths also core samples and samples, for example, samples of rocks, samples obtained by soil sampler, lithic fragments, drilling fluid samples, and samples of collection layer fluids (hereinafter - samples) shall be transferred to the geological information system (depository of core samples).

7. Samples shall be transferred to the geological information system in packaging, which ensures long-term storage and identification thereof (Annex 1).

8. Upon transferring geological information and samples to the geological information system, a contract may be entered into by and between the Centre and the user of subterranean depths. The sample of the contract is laid down in Annex 2 to this Regulation.

9. A private individual may assign the status of commercial secret to information belonging thereof, which has been transferred for inclusion in the geological information system. It shall be indicated in the contract referred to in Paragraph 8 of this Regulation. The Centre shall ensure the protection of commercial secret.

10. The interested party may receive geological information, to which the status of restricted access information is specified, including the status of commercial secret, from the Centre only with a written consent of the owner of information, undertaking liabilities in relation to preservation of the status of information of restricted access.

Prime Minister V. Dombrovskis

Minister for Environmental Protection
and Regional Development E. Sprūdžs

Annex 1
Cabinet Regulation No. 578
28 August 2012

Requirements for Accepting and Storage of Samples of Rock at a Depository of Core Samples

1. Core samples shall be transferred packaged in special boxes, which have lengthwise sections and a cover. The recommended dimensions of the box are 100 x 50 x 15 cm.

2. A core sample shall be inserted in the box beginning from the left side according to the increase in the depth of the borehole. The direction of inserting the core sample shall be indicated on the box using an enduring black paint. Information regarding the borehole shall be indicated on the box and on the label appended: the number of the borehole, the coordinates, the administrative or territorial belonging, the name of the deposit, the person who made the borehole, the interval of taking the core sample, the depth of the borehole (from ___ m to ___ m). At the end of each rise of the core (core run) a label shall be inserted in the box, indicating therein the number of the borehole, the coordinates, the administrative or territorial belonging, the name of the deposit, the interval of the borehole (from ___ m to ___ m), the quantity of the core obtained in the core run, the length in metres, the date of taking the core, the person who took the core (given name, surname, position and signature). All inscriptions shall be made in pencil.

3. The boxes shall be numbered. A core sample from one borehole only shall be inserted in one box. If there is free space left in the box, it shall be filled with an appropriate material, which prevents mixing of the core.

4. A label shall be appended to the samples of rocks. Two labels shall be appended to samples of rocks, which have unrelated structure. One label shall be inserted in the packaging, the other shall be affixed to the packaging. It shall be permitted to write the content of the label on the packaging.

5. The following information shall be indicated on the label referred to in Paragraph 4 of this Annex:

5.1. the object of geological research, the number and date of issuance of the licence;

5.2. the performer of geological research (firm name of the merchant, name of the institution);

5.3. the commissioning party of geological research;

5.4. the name, number and coordinates of the geological test pit;

5.5. the depth of sampling in geological test pit (for an uncovering- height of the base of uncovering);

5.6. the name of the rock;

5.7. the person who took the sample (given name, surname, position and signature);

5.8. the date of sampling.

6. Labels shall be filled out in legible form, with a soft regular pencil, ensuring the longevity of inscriptions.

7. The requirements for samples obtained in hydrocarbon search, research and extraction works are laid down in the laws and regulations governing this field or in the licence for the search, research and extraction of hydrocarbons.

8. Upon accepting core samples and samples of rocks for storage in the depository of core samples, they shall be registered in accordance with the internal regulatory enactment. Core samples and samples of rocks shall be stored in such a way as to ensure the preservation and access to them.

Minister for Environmental Protection
and Regional Development E. Sprūdžs

Annex 2
Cabinet Regulation No. 578
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CONTRACT on the use of geological information

Riga _____ 20____

The State limited liability company "Latvian Environment, Geology and Meteorology Centre" (hereinafter - Centre), registration No. 50103237791, in the person of _____ who acts

_____ and on the basis of the articles of association, on the one hand, and the owner of geological information

_____ (hereinafter - Owner of Information),
_____ (name)

reg. No. _____, in the person of _____
_____ (position, given name and surname)

who acts on the basis of _____,
_____ (document)

on the other hand (each individually and both together hereinafter - the Parties), on the basis of Section 23 of the Law On Subterranean Depths, conclude the following contract:

1. Subject-matter of the Contract:

Storage and use of geological information.

2. Conditions for the Use of Information

2.1. The Owner of Information shall transfer the following geological information for storage in the geological information system and use:

- 2.1.1. _____
- 2.1.2. _____
- 2.1.3. _____
- 2.1.4. _____
- 2.1.5. _____
-

2.2. The Owner of Information shall determined that in relation to the third parties:

2.2.1. the information referred to in Sub-paragraph _____ of this contract is generally accessible;

2.2.2. the information referred to in Sub-paragraph _____ of this contract is restricted access information (commercial secret);

2.2.3. the information referred to in Sub-paragraph _____ of this contract may be used free of charge (covering the expenses for services);

2.2.4. the information referred to in Sub-paragraph _____ of this contract may be used for a fee.

2.3. The Centre shall ensure the storage and use of the information referred to in Sub-paragraph 2.1 of this contract in accordance with Section 23 of the Law On Subterranean Depths, Cabinet Regulation No. 578 of 28 August 2012, Regulations Regarding the Geological Information System, and Sub-paragraph 2.2 of this contract.

2.4. The Centre shall use the geological information, which in accordance with Sub-paragraph 2.2.2 of this contract has been assigned the status of restricted access information (commercial secret), for carrying out State administration tasks in accordance with the requirements of the respective laws and regulations.

2.5. The third party may receive the information referred to in Sub-paragraph 2.2.2 of this contract only with the permission of the Owner of Information, except the case referred to in Section 23, Paragraph two of the Law On Subterranean Depths.

2.6. If the third party wishes to receive geological information, for which its owner has intended a fee in accordance with Sub-paragraph 2.2.4 of this contract, the Centre shall notify the Owner of Information thereof, and a separate contract shall be drawn up, in which the provision for transferring information, its price and other provisions are laid down. The Centre shall transfer the information referred to in Sub-paragraph 2.2.4 of this contract to the third party only after concluding of the abovementioned contract and receipt of a written consent of the Owner of Information.

3. Amending and Termination of the Contract

The Parties shall draw up all amendments and supplements to this contract in writing. After the Parties have signed amendments and supplements, they shall be appended to this contract and shall be an integral part thereof.

4. Term of Operation of the Contract

The contract shall enter into effect at the time of signing it and shall be in effect until

_____ 20____.

5. Other Provisions

5.1. The Parties will attempt to solve the disputes and disagreements, which may arise during the course of execution of this contract or due to this contract, by conducting mutual negotiations. If an agreement is not reached,

the disputes will be settled in accordance with the procedures provided for in the laws and regulations of the Republic of Latvia.

5.2. The Parties shall be released from liability for complete or partial non-fulfilment of obligations, if it was caused by *force majeure* that occurred after entering into this contract when an emergency situation set in, which could not be foreseen or prevented by the Parties using reasonable measures. Such emergency circumstances are flood, fire, earthquake and other natural phenomena, strike, war, military manoeuvres, acts or actions of State authorities or also other circumstances beyond control of the will of the Parties which preclude from fulfilment of obligations of the contract.

5.3. The Parties shall, within five working days, inform each other in writing regarding changes in the address, bank or other details.

5.4. The contract has been drawn up in Latvian on two pages in three identical copies with equal legal effect. One copy of the contract shall be received by the Owner of Information, two copies - by the Centre.

6. Details of the Legal Address and Bank of the Parties

CENTRE:

OWNER OF INFORMATION:

7. Signatures of the Contracting Parties

(Centre)

(Owner of Information)

Minister for Environmental Protection
and Regional Development E. Sprūdžs

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