



Ref:- ECN:xxxx/11

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ENVIRONMENTAL CHANGE NETWORK

DATA LICENCE AGREEMENT

You should read carefully the following terms and conditions. If you agree with them, please sign one copy of this licence and return it to us. On receipt of the signed copy, we will provide access to the dataset / despatch the requested data package (*delete as applicable*) to you.

In this agreement, "you/your" refers to you, the Licensee, "we/our/ours" to the Licensors shown below, "ECN" to the Environmental Change Network, "NERC" to the Natural Environment Research Council, and "the Dataset" the package named below which comprises:

either

Type 1) access: ~~Direct access to named ECN database tables on the ECN host computer system, and user documentation~~

or

Type 2) access: Indirect access - data files for installation on the Licensee's Site computers, magnetic media and user documentation

Licensor: **Natural Environment Research Council**

Licensee: **x**

Site: **y**

/cont. overleaf

ECN/DL/4-11-11

Dataset:

Use:

Licence Fee: **N/A**

Date of issue: **... 2011**

Period of issue: **x years**

I HAVE READ THE PARTICULARS OF THIS LICENCE AGREEMENT AND I AGREE WITH ITS TERMS AND CONDITIONS.

X **Licensee's authorised signature:**

X **Position:**.....

Supervisor's Agreement for U/G or P/G students:

I CONFIRM THAT THE INFORMATION GIVEN ABOVE IS CORRECT AND I AGREE TO SEE THAT THE TERMS AND CONDITIONS OF THE LICENCE ARE FOLLOWED.

X **Supervisor's Name:**.....

X **Position:**.....

X **Signature:**

TERMS AND CONDITIONS

1. The Dataset is a proprietary product of NERC on behalf of ECN and thus protected by Copyright law. NERC reserves all rights of ownership and copyright in the Dataset.

2. In consideration of the licence fee paid (if any) we grant

x, y

a personal, non-exclusive, non-transferable, single site licence to use the Dataset.

3. **You may:**

3.1 Use this Dataset only for the purposes expressly agreed, as described on the Data Licence Agreement

3.2 Use this Dataset on any computer on the site identified in the agreement.

3.3 Make full or partial copies of the Dataset for back-up and archive purposes only, provided you label such copies clearly with our copyright notice.

3.4 Produce tables and maps from the data for use in reports and discussions.

3.5 Manipulate the Dataset as provided by us, for example by combining it with other data to generate a derived product.

3.6 Transfer the Dataset and this licence permanently to another party but only if you obtain prior written approval and provided the other party signs a new licence agreement with us. Any such transfer terminates your licence agreement.

4. **You may not**

4.1 Transfer, assign, rent, lease, sell, give or otherwise dispose of the original Dataset except as stated in this licence

4.2 Release a Product or Tradeable commodity based in whole or in part on data supplied by us, unless you have obtained our prior written agreement, and have paid any royalties due.

4.3 Reproduce any digital or numerical data other than for back-up purposes.

4.4 Reproduce, distribute or alter any documentation.

4.5 Export or re-export the Dataset without the appropriate United Kingdom or foreign government licence.

If you do any of the foregoing without our express permission, this agreement will be breached and your licence automatically terminated. Such termination shall be in addition to but not in lieu of any other legal remedies available to us.

5. **Your responsibilities:**

5.1 You must read the description and understand the nature of the Dataset, the ECN protocols and the dataset header information.

5.2 For Type 2 access: You are responsible for installing and commissioning the Dataset onto your computer system(s) unless we have agreed in writing to do so.

5.3 You are responsible for providing and maintaining any software necessary at your site to use the Dataset.

5.4 You must ensure that proper security precautions are followed to secure any backup copies of the Dataset, and that effective control is kept on the number of copies of the Dataset.

5.5 You are responsible for the validity of the results produced by the Dataset unless we agree in

writing that your results are affected by an error in the Dataset, subject to the limitations of our liability stated below.

- 5.6 You must acknowledge the source of the Dataset in all reference and publications which involve its use.
- 5.7 For use of the Dataset in scientific &/or academic publications, accepted scientific referencing conventions will apply and you will act reasonably in carrying out such referencing.
- 5.8 You must formally acknowledge the ECN as the source of data in any publication in the form of a formal citation. The citation you should use for this request is included in the accompanying letter.
- 5.9 You must offer co-authorship of any proposed publication arising from the use of the Dataset to ECN. We will have the right to accept this offer, allow the Licensee to publish in his/her own right, or refuse permission to publish, if in our judgement, the publication poses a threat to the Dataset or to ECN.

6. Term:

- 6.1 This licence terminates on the date given in the Data Licence Agreement, unless 6.2 or 6.3 applies.
- 6.2 You may terminate your licence and this agreement at any time by returning it to us together with the original magnetic media and user documentation of the Dataset.
- 6.3 This licence will terminate immediately if you fail to comply with any term or condition of this agreement.

In the event of any termination you must destroy all full or partial copies of the Dataset resident on you computer system(s) in any form (with the exception of backup data held under corporate policy) and you agree to provide us on request with a written certificate of such destruction and to apply for permission to restore backup data.

7. Warranty and Liability

- 7.1 If a diskette or other magnetic media of the Dataset is defective we will replace it at no charge provided the defective item is returned to us within ninety (90) days from the date of purchase.
- 7.2 It must be recognised that raw data may be transcribed from analogue to digital form, or may be acquired using automated measuring techniques. Although such processing is made subject to quality control procedures, so as to ensure reliability where possible, some raw data may be subject to processing without human intervention with the result that errors may be undetected. We are not able to warrant the accuracy of any digital data supplied to the customer, and indeed have no responsibility for determining the fitness of the data for their intended use by the customer. The provision of such data carries no liability for its accuracy or reliability and we cannot be held accountable for any loss, damage, injury or any other occurrence arising from the use of the data.
- 7.3 Our entire liability in respect of any tort or breach of our duties- statutory or otherwise, whether or not attributable to our negligence, is limited to the licence fee you have paid for the Dataset.

8. General

- 8.1 This Agreement replaces all written and oral communication between us regarding the Dataset.
- 8.2 Should any of the provisions in this Licence Agreement be ruled invalid under any law or Act or Parliament, they shall be deemed modified or omitted only to the extent necessary to render them valid and the remainder of the Agreement shall be upheld.

9. Governing Law

This Agreement is subject to the jurisdiction of the English Courts.