



Telephone: +44(0)1752 633288  
Fax: +44(0)1752 600015  
E-mail: sahfos@sahfos.ac.uk  
WWW: www.sahfos.ac.uk

## SAHFOS Data Licence Agreement

### COMMERCIAL/NON COMMERCIAL APPLICATION (Please delete as appropriate)

You should read carefully the following terms and conditions. If you agree with them, please sign a copy of this license and return it to the SAHFOS Data Manager. On receipt of the signed copy, SAHFOS will provide access to the Dataset or dispatch the requested data.

In this agreement 'you/your' refers to the Licensee, 'we/our/ours' to the Licensor, SAHFOS, 'the Dataset', the subset of SAHFOS data archive specified below:

LICENSEE: <autocomplete from data request form>

.....  
.....

ADDRESS: <autocomplete from data request form>

.....  
.....

DATASET: <autocomplete from data request form>

.....  
.....  
.....

PURPOSE FOR WHICH DATA WILL BE USED<autocomplete from data request form>

.....  
.....  
.....

DATE OF ISSUE: <autocomplete from data request form>

DATE OF TERMINATION: <autocomplete from data request form>

I have read and understood this Licence Agreement and accept its terms and conditions.

I acknowledge through co-authorship or other agreed means, set out below, SAHFOS in any derived information product or publication, whether printed, electronic or broadcast that is based wholly or in part on the data made available by SAHFOS.

Name of SAHFOS co-author(s) for publication: <autocomplete from data request form>

Other agreed means for dataset citation (in addition to §4.6 of this Agreement)

.....

.....

SIGNATURE:..... PRINT NAME:.....

POSITION:..... DATE:.....

**For SAHFOS INTERNAL USE ONLY**

Licence authorised by:.....

Name:.....

Data Technician signature:.....

Name:.....

Date:.....

DOI:.....

## TERMS AND CONDITIONS

1. The Sir Alister Hardy Foundation for Ocean Science (hereinafter known as SAHFOS) reserves all rights of ownership to the Dataset set out in this Agreement.
2. SAHFOS requires all users wishing to work on the Dataset to complete a Data Licence Agreement before granting a personal licence for use of the Dataset.
3. **You may:**
  - 3.1. Use the data or products provided for the purposes outlined in the Data Licence.
  - 3.2. Make full or partial copies of the Dataset for back-up and archive purposes only and retain these until the Date of Termination of this Licence Agreement, provided you label such copies clearly with the notice of SAHFOS ownership and DOI as contained in the original dataset.
  - 3.3. Produce maps and graphical visualisations from the data for use in scholarly reports, publications and presentations with appropriate acknowledgements to SAHFOS and/or co-authors as agreed in this Licence Agreement.
4. **You may not:**
  - 4.1. Transfer, assign, rent, lease, sell, give or otherwise dispose of the original data, portion, derivative thereof or products developed from except as stated in this Licence.
  - 4.2. You may not publish the data or resulting products without prior consultation with, and agreement from SAHFOS.
  - 4.3. Sell 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.
5. **Your responsibilities:**
  - 5.1. You must read the description and understand the nature of the Dataset given in the attached Data Policy Statement.
  - 5.2. You are required to install and commission the Dataset onto your own computer system.
  - 5.3. You need to provide and maintain the software necessary to use the Dataset.
  - 5.4. You must ensure that proper precautions are followed to secure any backup copies of the Dataset and that effective version control is kept of these copies.
  - 5.5. You are responsible for the validity of the results produced from the Dataset unless SAHFOS agrees 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 include a citation to the Dataset, including SAHFOS co-authors, in the bibliography of all presentations or publications which involve its use in accordance with the outline below:

[Authorship] [Dataset description] Sir Alister Hardy Foundation for Ocean Science.  
Plymouth. [DOI] [URL to DOI]

Example:

Johns D. Monthly averaged data for *Calanus finmarchicus* (58-62N, 0-6E) 1946-2007 as recorded by the Continuous Plankton Recorder, Sir Alister Hardy Foundation for Ocean Science. Plymouth. DOI:XX.XXXX/XXXX.XX.X.XXX.  
<http://doi.sahfos.ac.uk/doi-library/XX-XXXXX-XXX.aspx>

- 5.7. You are required to provide SAHFOS with a copy of all publications utilising the Dataset and provide regular updates on the use of the Dataset in presentations or grey literature for the lifetime of the Licence Agreement.
- 5.8. In the case that SAHFOS receives competing data requests or requests which align with active research work being carried out by SAHFOS staff, you agree that SAHFOS may share the details of your request with other request originators in order to establish and broker collaboration.

## **6. Terms**

- 6.1. Failure to comply with any of the above conditions will lead to termination of the Licence.
- 6.2. This Licence ends on the Termination Date given on page one of this agreement. On, or before, this date the Dataset must be permanently deleted along with any copies you have made.

## **7. Warranty and Liability:**

- 7.1. Although SAHFOS data is subject to stringent quality control procedures, so as to ensure reliability where possible, some raw data may be subject to un-detected processing errors. SAHFOS accepts no liability for accuracy or reliability and cannot be held accountable for any loss, damage, injury or any other occurrence arising from the use of data.
- 7.2. A SAHFOS statement on quality control measures applied to data management and other aspects of the CPR survey is available on request.
- 7.3. SAHFOS is not liable in respect of any tort or breach of duties, statutory or otherwise, whether or not attributable to our negligence.

## **8. Governing Law:**

- 8.1. This Agreement is subject to the laws of England and Wales and the jurisdiction of the English Courts.

## **9. General:**

- 9.1. This Agreement replaces all previous written or oral communications between SAHFOS and the Licensee regarding data or products.
- 9.2. Should any of the provisions in this Licence Agreement be ruled invalid under any law of England and Wales or Act of the Parliament of the United Kingdom, 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.