### Licence for the use of the Gibbs SeaWater (GSW) Oceanographic Toolbox

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENCE ("LICENCE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORISED UNDER THIS LICENCE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE. THE LICENSOR GRANTS YOU THE RIGHTS CONTAINED HERE IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

## 1. Definitions

- a. "Collection" means the Work in its entirety in unmodified form along with one or more other separate and independent works, assembled into a collective whole. A Collection will not be considered a Derivative Work for the purposes of this Licence.
- b. "Derivative Work" means material in any form that is created by editing, modifying or adapting the Work, a substantial part of the Work, or the Work and other pre-existing works.
- "Distribute" means to make available to the public by any means, including publication, electronic communication, or broadcast.
- d. "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this Licence.
- e. "Original Author" means the individual, individuals, entity or entities who created the Work.
- "Reproduce" means to make a copy of the Work in any material form (eg storage in digital form).
- g. "Work" means the Gibbs SeaWater (GSW) Oceanographic Toolbox of computer software of the Thermodynamic Equation of Seawater 2010 (TEOS-10), as distributed from the TEOS-10 web site, <a href="http://www.TEOS-10.org">http://www.TEOS-10.org</a>
- h. "You" means an individual or entity exercising rights under this Licence who has not previously violated the terms of this Licence with respect to the Work, or who has received express permission from the Licensor to exercise rights under this Licence despite a previous violation.

# 2. Fair Dealing and Other Rights

Nothing in this Licence is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions under copyright law or any other applicable laws.

# 3. Licence Grant

# 3A Grant of Rights

Provided that the terms set out in this Licence are satisfied, the Licensor grants to You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) licence to exercise the following rights:

- a. Reproduce the Work;
- b. incorporate the Work into one or more Collections;
- c. Reproduce the Work as incorporated in any Collection; and
- d. Distribute and publicly perform the Work or the Work as incorporated in any Collection.

### 3B Media, Formats and No Derivative Works

The above rights may be exercised in any media or format whether now known or hereafter created. They include the right to make modifications that are technically necessary to exercise the rights in other media and formats. Other than such technical modifications, You have no rights to make Derivative Works.

## 3C Other Rights Reserved

All rights not expressly granted by the Licensor are reserved. The Licensor waives the right to collect royalties for any exercise by You of the rights granted under this Licence.

### 4. Restrictions

The licence granted above is limited by the following restrictions.

### 4A Restrictions on Distribution and Public Performance of the Work

- a. You may Distribute and publicly perform the Work only under the terms of this Licence.
- b. You must not offer or impose any terms on the Work that restrict this Licence or the ability of a recipient of the Work from You to exercise the rights granted to them by this Licence.
- c. You are not granted the right to sublicense the Work. The rights of recipients of the Work from You are governed by clause 9.
- d. You must keep intact all notices that refer to this Licence and to the disclaimer of warranties with every copy of the Work You Distribute or publicly perform.
- e. When You Distribute or publicly perform the Work, You must not impose any technological measures on it that restrict the ability of a recipient of the Work from You to exercise the rights granted to them by this Licence.
- f. For the avoidance of doubt, while this clause 4A applies to the Work as incorporated into a Collection, it does not require other material within the Collection, or the Collection apart from the Work itself, to be made subject to this Licence.

# 4B Attribution and Notice Requirements

- a. When You use or Distribute the Work You must acknowledge the use of the Work as being the use of the "Gibbs SeaWater (GSW) Oceanographic Toolbox".
- b. When You use or Distribute the Work You must keep intact all copyright notices for the Work.
- c. For the avoidance of doubt, You may only use the credit required by this clause 4B for the purpose of attribution in the manner set out above. By exercising Your rights under this Licence, You must not assert or imply:
  - any connection between the Original Author, Licensor or any other Attribution Party and You or Your use of the Work; or
  - sponsorship or endorsement by the Original Author, Licensor or any other Attribution Party of You or Your use of the Work,

without their separate, express prior written permission.

# 4C Moral Rights

Moral rights remain unaffected to the extent they are recognised and nonwaivable at law. In this clause 4C, "moral rights" means the personal rights granted by law to the Original Author of a copyright work. For example, Part IX of the **Copyright Act 1968** (Cth) grants authors the right of integrity of authorship, the right of attribution of authorship, and the right not to have authorship falsely attributed.

### 5. Representations, Warranties and Disclaimer

- a. Except as expressly stated in this Licence or otherwise agreed to by the parties in writing, and to the full extent permitted by applicable law, the Licensor offers the Work "as-is" and makes no representations, warranties or conditions of any kind concerning the Work, express, implied, statutory or otherwise. This includes, without limitation, any representations, warranties or conditions regarding:
  - i. the contents or accuracy of the Work;
  - ii. title, merchantability, or fitness for a particular purpose;
  - iii. non-infringement;
  - iv. the absence of latent or other defects; or
  - v. the presence or absence of errors, whether or not discoverable.
- b. The **Trade Practices Act 1974** (Cth), and the corresponding State and Territory fair trading legislation, imply certain warranties and conditions in certain circumstances, such as the right to supply or fitness for purpose of goods or services supplied to a consumer. Clause 5(a) cannot and is not intended to exclude, restrict or modify these warranties.

## 6. Limit of Liability

- a. To the full extent permitted by applicable law, and except for any liability arising from contrary agreement, in no event will the Licensor be liable to You on any legal basis (including without limitation, negligence) for any loss or damage whatsoever, including (without limitation):
  - i. loss of production or operation time, loss, damage or corruption of data or records; or
  - ii. loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or
  - iii. any special, incidental, consequential, punitive or exemplary damages arising out of or in connection with this Licence or the use of the Work, even if the Licensor has been advised of the possibility of such damages.
- b. If applicable legislation implies warranties or conditions, or imposes obligations or liability on the Licensor in respect of this Licence that cannot be wholly or partly excluded, restricted or modified, the Licensor's liability is limited, to the full extent permitted by the applicable legislation, at its option, to:
  - i. in the case of goods, any one or more of the following:
    - the replacement of the goods or the supply of equivalent goods;
    - the repair of the goods;
    - the payment of the cost of replacing the goods or of acquiring equivalent goods;
    - the payment of the cost of having the goods repaired; or
  - ii. in the case of services:
    - the supplying of the services again; or
    - the payment of the cost of having the services supplied again.

- 4 TEOS-10 Manual: Calculation and use of the thermodynamic properties of seawater
  - c. The **Trade Practices Act 1974** (Cth), and the corresponding State and Territory fair trading legislation, restrict the limitation of liability in certain circumstances, such as a contract for the supply of goods or services of a kind ordinarily acquired for personal, domestic, or household use. Clauses 6(a) and 6(b) cannot and are not intended to apply in circumstances where it is prohibited by law.

#### 7. Termination

This Licence and the rights granted to You under this Licence shall terminate automatically upon any breach by You of the terms of the Licence. Individuals or entities who have received a Collection from You pursuant to this Licence, however, will not have their licences terminated provided they remain in full compliance with those licences. Clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall survive any termination of this Licence.

# 8. Licensor's Rights Retained

Subject to the above terms, the Licence granted here is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding this, the Licensor reserves the right to release the Work under different licence terms or to stop distributing the Work at any time. However, any such release will not serve to withdraw this Licence (or any other licence that has been granted under the terms of this Licence), and this Licence will continue in full force and effect unless terminated as stated above.

## 9. Licence Grant to Recipients of the Work from You

Each time You Distribute or publicly perform the Work or a Collection the Licensor offers the recipient a licence to the Work on the same terms as are granted to You under this Licence.

## 10. Severability

If any provision of this Licence is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Licence. Without further action by the parties to this agreement, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

# 11. Waivers and Consents

No term of this Licence shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by the relevant party.

### 12. Entire Agreement

This Licence constitutes the entire agreement between the parties. To the full extent permitted by law, there are no understandings, agreements or representations with respect to the Work not specified here. The Licensor shall not be bound by any additional provisions that may appear in any communication from You. This Licence may not be modified without the written agreement of the Licensor and You.

## 13. Governing Law

The construction, validity and performance of this Licence shall be governed by the laws in force in the Australian Capital Territory, Australia.