

Marine Digimap Educational User Licence

The Digimap Service contains data owned by or licensed to OceanWise Limited (OceanWise Data).

This Licence sets out the terms for your use of the OceanWise Data.

It includes the sections with these symbols - ✓ ! Ø - and **The Small Print** after those.

Please read all these terms and conditions carefully before accessing and using any OceanWise Data so that you understand what you are permitted to do with the OceanWise Data, where you should take care and what you are not permitted to do.

By accessing, using and/or downloading the OceanWise Data you are deemed to have accepted these terms and conditions (and any variation of them) and be legally bound by them. If you are not happy with this, or any term is unacceptable to you, please do not access or use the OceanWise Data.

These terms may change at any time. We would advise that you regularly review them so that you remain familiar with them.

This Licence:

- ✓ Is free of charge to you. Your institution has paid for access to the Digimap Service.
- ✓ Lets you access and use the OceanWise Data in this service solely for **Educational Use**.
This means **any** use in connection with teaching, learning, academic, research and private study.
It covers:
 - a) All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of 'Educational Use'.
 - b) Educational use at higher and further education levels – including colleges, universities and research councils, whether on site or remotely.
- ✓ Is granted to you because, (and for the duration in which), you:
 - a) are authorised by your institution to have access to its information services; and
 - b) have completed EDINA's registration process for the Digimap Service and have accepted the terms of the Educational User Licence; and
 - c) are a current student, a current trainee teacher, or a current or retired staff member of staff, or a contractor who has entered into a written agreement for delivering services to, a recognised place of education whose services and systems you are authorised to use and are using.
- ✓ Lets you generate, use, store and retrieve your own user content derived from OceanWise Data and use that as part of your Educational Use for as long as you remain registered to study or teach at the place of education whose services and systems you are using or your place of education continues to subscribe to this service.
- ✓ Lets you use and incorporate other third party data with OceanWise Data.
- ✓ Will cover the use of OceanWise Data which you may receive from public bodies as part of a collaborative research project and subject to certain restriction outlined below allows you to share OceanWise Data with such public bodies when sharing your research results.

- ✓ Lets you publish small extracts of OceanWise Data to inform others about your Educational Use of OceanWise Data in articles and at events that intend to share or widen knowledge, such as in academic papers or in presentations at educational conferences.
- ✓ Lets you share OceanWise Data with others who are licensed to the same service that your place of education subscribes to for as long as either of you remain registered to study or teach at the place of education whose services and systems you are using or the place of education continues to subscribe to this service.

In return, You must:

- ! Take appropriate measures to keep the passwords and other secure login details which allow you to access the service which delivers the OceanWise Data confidential at all times.
- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with.
- ! Take appropriate measures to make sure all OceanWise Data you use is secure from any unauthorised use or access, for example, by not providing copies of OceanWise Data to anyone unless you know they have accepted this Licence.
- ! Inform your place of education and the service provider immediately if you know or suspect that your password or other secure login details have been used by someone else.
- ! Acknowledge the copyright and other intellectual property rights which subsist in the OceanWise Data by retaining/including these words in a conspicuous position on any display or reproduction of OceanWise Data in any materials or media that you create as part of your Educational Use:
© British Crown and OceanWise, YYYY. All rights reserved. Licence No. EK001-20180802. Not to be used for Navigation. (where YYYY is the year the data was reproduced and EK001-20180802 is the unique number provided by OceanWise or EDINA)
- ! Not tamper with or obscure the OceanWise logo or any other trade marks or protective markings which appear on screen or on print outs.
- ! Be prepared to assist any investigation conducted by your place of education, EDINA or OceanWise into any unauthorised or unusual access to and/or use of the OceanWise Data.

Under this Licence you must not do the following:

- Ø Use or make the OceanWise Data available to third parties (other than those parties specifically referred to in paragraph 2 in the small Print below).
- Ø Create any products or services which have benefitted from, relied on or made any use of OceanWise Data, for the purpose of financial gain or monies worth, or any other commercial purpose of gain (including, without limitation, creating products or services by copying, publishing, modifying, re-formatting, analysing or performing searches, look ups or enquiries using OceanWise Data).

The Small Print

1. Parties

This Licence is between the University of Edinburgh, acting through EDINA, (**we/us/our**) and the person or organisation who downloads the OceanWise Data (**you/your**).

The University of Edinburgh is a charitable body registered in Scotland with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh EH8 9YL.

You and we are each a **party** and together the **parties**.

2. Grant and Scope of your licence to use OceanWise Data

- a. Subject to the restrictions referred to in this Licence, (together with the service fee paid by your place of education) we grant you a non-exclusive, non-transferable, revocable licence to:
 - (i) access and use OceanWise Data, solely for your Educational Use;
 - (ii) share the OceanWise Data that You have downloaded with other persons who you know have also entered into this Licence;
- b. 'Educational Use' means use for or in connection with teaching, learning, academic and sponsored research and/or private study, at or in connection with a recognised place of education, whether on site, or remotely. It covers use at higher and further education levels, including colleges, universities, research councils and other related entities. It covers any activities that a fair minded and reasonable would consider falls within the spirit and intention of 'Educational Use'.
- c. This Licence commences with effect from the date you first request access to and/or use OceanWise Data.

3. Intellectual Property Rights

- a. We and/or our suppliers own all the intellectual property rights in OceanWise Data.
- b. All rights not expressly granted are reserved to OceanWise Ltd and its licensors.

4. Feedback

At our request, you will give us reasonable details about your use of OceanWise Data under this Licence by whatever means we might reasonably request.

5. No Warranty

- a. It is your responsibility to ensure that the OceanWise Data you request is what you need.
- b. OceanWise Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the OceanWise Data are hereby excluded to the fullest extent permitted by law.

6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the OceanWise Data.

7. Termination

- a. Either party may terminate this Licence with immediate effect.
- b. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.

- c. Termination or expiry shall not affect either party's accrued rights and remedies.
- d. On termination, you shall (except in respect of any OceanWise Data for which at the time of termination or expiry, you have an appropriate licence from OceanWise):
 - immediately cease accessing the service and using the OceanWise Data;
 - inform your place of education that your password or other login details should be deactivated;
 - destroy (or at our option return) all OceanWise Data that you hold or for which you are responsible, including any OceanWise Data that is embedded into any other material and provide written confirmation that you have done so at our request;
 - make sure anyone else you have supplied OceanWise Data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.
- e. If you continue to access and use OceanWise Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- f. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by OceanWise Ltd and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed by us to OceanWise Ltd, and processed by them in the following circumstances:
 - To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of OceanWise Data; or
 - Where you give your specific consent, to enable us to understand / monitor the use of OceanWise Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.

9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any OceanWise Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall keep a record of any OceanWise Data sharing that has occurred under paragraph 2(a)(ii) above and You shall make this available to us on request.
- d. You shall provide Us with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the OceanWise Data.
- e. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- f. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.