VNFOREST Data license Agreement

# Generic

## Agreement parties

Vietnam Administration of Forestry (later referred as LICENSOR) as proprietor of immaterial rights of the data set (LICENCED DATA) has granted a license to use the data set according to these license terms.

The term LICENSEE refers to the person or organisation who starts to make use of the LICENCED DATA. By receiving the data the LICENSEE accepts the terms of this license agreement.

This agreement does not establish a co-operation or business relation between the LICENSOR and the LICENSEE.

## Application of the license agreement

This data license applies to those forestry data sets that the LICENSOR makes accessible either through on-line feature data services or through data download services.

Use of other forestry data sets of the LICENSOR requires a separate data license agreement between the LICENSOR and the LICENSEE.

# License terms

## Terms of use

The license grants a worldwide, free of charge, irreversible right to use of the LICENCED DATA. The LICENSEE may freely:

copy, distribute and publish the LICENCED DATA

modify the LICENCED DATA

make use of the LICENCED DATA both for non-commercial and commercial purposes

use the LICENCED DATA as part of an application or service

## Obligations and responsibilities of the LICENSEE

When distributing the LICENCED DATA or when using it as part of a service the LICENSEE must

mention the name of the LICENSOR, name of the LICENCED DATA set and the time when the LICENCED DATA was extracted (e.g. VNFOREST, NFIS data, 2.4.2015).

present this license agreement or link to it

require that the same mentions and license references are included when granting rights for third parties to the LICENCED DATA or data copies to be used in services or data products

remove reference to the LICENSOR in connection with the service or products if the LICENSOR so requests

The mention and reference can be done in a manner that is reasonably applicable to the media of the service or data distribution.

Based on this license agreement the LICENSEE may not express that the LICENSOR would support or recommend their service or product as a preferred way of using the LICENCED DATA.

## Obligations and responsibilities of the LICENSOR

The LICENSOR is responsible for making sure that it has the right to grant the license rights covered by this license agreement.

The LICENCED DATA set has been licensed as such and the LICENSOR

is not responsible for possible errors in the LICENCED DATA and does not grant a guarantee that the LICENCED DATA or its part is correct or up-to-date. The LICENSOR is not liable for possible direct or indirect damages caused by the use of the LICENCED DATA.

is not responsible to continuosly maintain an up-to-date version of the LICENCED DATA or to announce in advance of interruption or termination of distribution of the LICENCED DATA. The LICENSOR is not liable for possible direct or indirect costs caused by interruption of distribution of the LICENCED DATA.

## Applicable law

This license agreement is subject to Vietnamese law.

## Modifications to these license terms

The LICENSOR may whenever change the license terms applied to the LICENCED DATA or to decide to apply different license terms to it. However, these license terms apply to data sets received before the change of the license terms.