

Terms and Conditions of Use of the World Database on Protected Areas

1. INTRODUCTION

Access to Data and any other content within the World Database on Protected Areas (the "WDPA Materials") including as made available through ProtectedPlanet is provided on the understanding that you read and consent to be bound to the Terms and Conditions set out below. For the purposes of this Agreement WDPA Data comprise all the spatial data and associated attribute data contained within the WDPA and made available through ProtectedPlanet.net.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS DO NOT DOWNLOAD. BY DOWNLOADING THE WDPA MATERIALS MADE AVAILABLE ON PROTECTEDPLANET.NET YOU ACCEPT AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS BELOW

2. NO COMMERCIAL USE

Neither (a) the WDPA Materials nor (b) any work derived from or based upon the WDPA Materials ("Derivative Works") may be put to Commercial Use without the prior written permission of UNEP-WCMC. For the purposes of these Terms and Conditions, "Commercial Use" means a) any use for profit or to generate revenue, or b) any use by an individual or entity operating within or on behalf of or to the benefit of or to assist the activities of any entity other than a not-for-profit organisation. To apply for permission for Commercial Use of the WDPA Materials please send an email to wdpacommercial@unep-wcmc.org outlining your needs.

3. NO SUB-LICENSING OR REDISTRIBUTION OF WDPA DATA

The WDPA Materials may not be sub-licensed in whole or in part including within Derivative Works without the prior written permission of UNEP-WCMC. You may not redistribute the WDPA Data contained in the WDPA in whole or in part by any means including (but not limited to) electronic formats such as web downloads, through web services, through interactive web maps that grant users download access, KML Files or through file transfer protocols. If you know of others who wish to use the WDPA Data please refer them to protectedplanet.net. If you wish to provide a service through which the WDPA Data are downloadable or otherwise made available for redistribution you must contact protectedareas@unep-wcmc.org for permission and further guidance.

4. PUBLISHING THE WDPA

You may publish the WDPA Materials in whole or in part, including on-line, providing (a) the WDPA Data are not downloadable and (b) the proper attribution is clearly visible (see clause 5 below). You must ensure that the most recently available version of the WDPA Materials is being used and that the year of release is visible in the published version. WDPA Materials published online must provide a clear link to the original on-line source of the WDPA at Protected Planet (www.protectedplanet.net). We strongly recommend that you have the relevant materials reviewed by UNEP-WCMC and/or the IUCN-WCPA prior to publication. We require two free copies of all published materials to be provided to UNEP-WCMC and IUCN-WCPA. Hard copies should be sent to Protected Areas Programme, UNEP-WCMC, 219 Huntingdon Road, Cambridge CB3 0DL, UK. Electronic copies should be sent to protectedareas@unep-wcmc.org.

5. ATTRIBUTION

You must ensure that one of the following citations is always clearly reproduced in any publication or analysis involving the WDPA Materials in any derived form or format:

Please use this citation for any downloads of WDPA Materials from Protectedplanet.net:

IUCN and UNEP-WCMC (year), *The World Database on Protected Areas (WDPA)* [On-line]. Cambridge, UK: UNEP-WCMC. Available at: www.protectedplanet.net [Accessed (insert date of download dd/mm/yyyy)].

Please use this citation for any downloads of WDPA materials received through the monthly release:

IUCN and UNEP-WCMC (year), *The World Database on Protected Areas (WDPA)* [insert month] Release. Cambridge, UK: UNEP-WCMC.

6. WDPA UPDATES

Unless required to do so for specific analyses, you should not use any version of the WDPA Materials after it has been superseded by a subsequent version. It is your responsibility to check if an update of the WDPA Materials is available.

7. NO WARRANTY AND WAIVER OF LIABILITY

The WDPA is provided to you 'as is', and no warranty of any kind is given as to its completeness or accuracy, nor do we make any commitment to ensure that the WDPA Materials are kept up to date. All warranties, representations and conditions, express or implied, are hereby excluded to the fullest extent permitted by law. You agree that you download and make use of the WDPA Materials entirely at your own risk. You hereby waive and release UNEP-WCMC, UNEP, IUCN, WCMC and any and all third party providers of WDPA data from any liability whatsoever, wherever and howsoever arising in connection with any use of the WDPA. You agree that this waiver and release is effective in any and every jurisdiction in the world. You agree that UNEP, IUCN, WCMC and any and all third party providers of WDPA data will not be liable on any grounds (including without limitation negligence, strict liability or under any other legal theory) for any loss or damage (direct or indirect) incurred by you or any third party as a result of the use by you or any third party of the WDPA Materials or any Derivative Works. You also agree to indemnify and hold harmless UNEP, IUCN, WCMC and any and all third party providers of WDPA data in respect of any loss or damage (direct or indirect) suffered by any third party as a result of any use by that third party of any WDPA Materials or Derivative Works published by you. Without limitation to the above, any damage occurring to computer systems as a result of attempts to download WDPA data is entirely your own responsibility.

8. DISCLAIMER ON FRONTIERS, NATIONAL BOUNDARIES

The geographic designations in the WDPA do not represent an opinion by UNEP, IUCN or WCMC concerning the legal status of any country, territory or area, or concerning the delimitation of its frontiers or barriers.

9. FEEDBACK AND REVISED INFORMATION

In order to keep the WDPA up to date, UNEP and IUCN would like you to provide feedback on the quality, reliability and accuracy of the WDPA Materials. We also welcome revised information on the WDPA in the form of GIS data (shapefiles or feature classes). Such contributions should be free of restrictions. The objective is to improve the WDPA content for the benefit of the global conservation community. To provide feedback on ProtectedPlanet please use the feedback forum on www.protectedplanet.net. For general queries related to the WDPA and/or the WDPA Materials, please use our community support widget on <http://getsatisfaction.com/unep-wcmc>. For information on providing data to UNEP-WCMC for updating the WDPA, please contact protectedareas@unep-wcmc.org

10. NO GRANT OF INTELLECTUAL PROPERTY RIGHTS

No rights in the WDPA Materials are granted to you by virtue of these Terms and Conditions or as a result of any use by you of the WDPA Materials. Neither UNEP-WCMC nor IUCN assert any intellectual property rights in the data that is made available by third party data providers for inclusion in the WDPA. However, all intellectual property rights in the database itself are the property of UNEP and IUCN.

11. DISPUTE RESOLUTION, LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with English law. Any dispute arising out of or in connection with this download and the subsequent use of the WDPA shall be settled by amicable negotiation between you and UNEP-WCMC. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either you or UNEP-WCMC, be referred to arbitration in accordance with the UNCITRAL arbitration rules then prevailing.

12. COMMUNICATION

Any communication with respect to these Terms and Conditions and any issue arising from them shall be in writing, in English, and sent by email. The address for communication with the WDPA supplier is protectedareas@unep-wcmc.org.

13. CHANGES TO THESE TERMS AND CONDITIONS

UNEP-WCMC reserves the right to vary these Terms and Conditions from time to time without notice. Therefore please ensure that you read these Terms and Conditions each time you download WDPA Materials. By downloading WDPA Materials you signify your acceptance of the most recent version of these Terms and Conditions in full.