ICES Data License

Data use license for biodiversity data managed by ICES

December 2021

https://doi.org/10.17895/ices.pub.9302



Definitions

- a) Licensor means the individual(s) or entity(ies) granting rights under this License.
- b) You means the individual or entity exercising the Licensed Rights under this License.
- c) Licensed Rights means the rights granted to You subject to the terms and conditions of this License
- d) **Restricted Data** means data within the Database that is classified as not publicly accessible as determined by the data owner
- e) **Public Data** means data within the Database that is classified as publicly accessible as determined by the data provider;
- f) Data Provider means the organization and/or individual that controls/organizes access to the data
- g) Data owner means the organization and/or individual that retains the ownership rights for the data
- h) Databases means the data repository or data portal where the data reside, in this context:
 - a. vme.ices.dk
 - b. biodiversity.ices.dk
 - c. cetaceans.ices.dk
 - d. esas.ices.dk
- i) ICES Advice Requester means an organisation or country that has signed an <u>agreement</u> with ICES to provide management advice services;

Scope

This license applies to anyone granted licensed rights to use restricted data uploaded into the databases. Public data access rights are otherwise described in the ICES Data Policy. DOI: 10.17895/ices.pub.8883

License Grant

Full access to use restricted data are granted to the following:

- a) an ICES group with related Advice terms of reference;
- b) an ICES advice requestor, where data have been provisioned under a data call from the ICES advice requestor;
- c) Anyone given a direct grant of rights by the Licensor(s)

License Conditions

- a) Correct and appropriate data interpretation is solely your responsibility.
- b) You must not expressly or otherwise imply ICES substantiation of your work, results, conclusions and/or recommendations.
- c) You are obliged to inform ICES of any suspected problems in the data.
- d) Data provided to you shall not be kept on your computer/database upon completion of the task related to the term of reference.
- e) You shall treat the data as confidential and the transmission or sharing of these data are not allowed

Attribution

These data should be cited as per guidance provided in the ICES Data Policy.

Disclaimer of Warranties and Limitation of Liability

a) Unless otherwise separately undertaken by the Licensor, to the extent possible, the Licensor offers the Page | 2 ICES-Data-Licence-Biodiversity.docx

Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You.

- b) To the extent possible, in no event will the Licensor be liable to You on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Public License or use of the Licensed Material, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.
- c) The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Change Log

Description	Responsible	Date
Headings and terminology based on	Neil Holdsworth;	26/01/2021
https://creativecommons.org/licenses/by/4.0/	DIG sub-group on	
Use case adopted from existing 'data access arrangements' for VME	data licence	
data (http://ices.dk/data/Documents/VME_DataAccess_ICES_2016.pdf)	revision	
Scope to include VME, Birds and Seals and Cetaceans (pipeline dataflow) – so called 'biodiversity' data that have a similar user story in terms of data access restrictions		
A landing page describing how you request access to restricted data will need to be put in place to avoid this being part of the licence (the licence should cover what you can do with the data once you have access)		
1) Inclusion of DOI to main updated data policy	Neil Holdsworth	06/12/2021
2) Inclusion of condition (c) to license grant as Cetaceans data will		
use a token system where data licensors approve access		
requests on an individual basis.		
Addition of cetaceans and European Seabirds at Sea to the applicable	Neil Holdsworth	09/03/2022
databases in the definitions section		
a. cetaceans.ices.dk		
b. esas.ices.dk		