

## The James Hutton Institute Open Data Licence

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By downloading or using the Data you indicate your acceptance of this EULA and your agreement to comply with its terms.

This EULA does not affect your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.

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- 1.1 In consideration of you agreeing to the terms of the EULA, the Institute grants you a worldwide, royalty-free, non-exclusive licence to use the Data for any purpose, including both commercial and non-commercial uses.
- 1.2 The licence to use the Data is made available to you free of charge.
- 1.3 The Data are designed for use by persons who access and download them from within the UK.
- 1.4 If you make the Data available to third parties, you will do so on licence terms equivalent to the provisions of this EULA.

### 2. DATA

- 2.1 The Data are provided AS IS and AS AVAILABLE.
- 2.2 If the Data have been accessed via a website the Institute shall make reasonable efforts to update the Data however the Institute makes no representations, warranties or guarantees, whether express or implied, that the Data are accurate, complete or up-to-date or that they will always be available or be uninterrupted.
- 2.3 The Institute may suspend, withdraw, discontinue or change all or any part of the Data available on a website without notice. The Institute will not be liable to you if, for any reason, access to the Data through a website is unavailable at any time or for any period.

### 3. WHAT YOU CANNOT DO UNDER THIS EULA

- 3.1 You shall not use the logo of the Institute in any way without the Institute's prior written consent.
- 3.2 You shall not use the Data in any way that suggests any official status, a partnership or joint venture between you and the Institute.
- 3.3 You shall notify the Institute as soon as reasonably practicable should you become aware of any unauthorised use of the Data.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 No intellectual property rights are transferred to you under this EULA.
- 4.2 You agree to let the Institute know of any data which have been created by you using the Data including (without limitation) any adaptation of the Data but excluding mere replication or reproduction of the Data (**Derived Data**), by email to: [soils@hutton.ac.uk](mailto:soils@hutton.ac.uk) or writing to: Head of Research Support, The James Hutton Institute, Invergowrie, Dundee, DD2 5DA. This will assist the Institute to build a database of applications for the Data and to help improve the Institute's understanding of the uses of the Data.
- 4.3 If the Institute requests, you agree to provide a copy of any Derived Data to the Institute, to the address in section 4.2, and you hereby grant the Institute an irrevocable, royalty-free, non-exclusive, non-transferable licence to use any Derived Data for the purposes of building a database of applications for the Data and to help improve the Institute's understanding of the uses of the Data. The Institute would only share any Derived Data with third parties with your prior written permission
- 4.4 Subject to any third party rights in the Derived Data, if you provide or make available any Derived Data to third parties you will do so on terms equivalent to the provisions of this EULA.
- 4.5 You will ensure that any use of the Data is accompanied by the following attribution statement (**Attribution**):
- "[name of dataset/source document] copyright and database right The James Hutton Institute [date of last revision of dataset]. Used with the permission of The James Hutton Institute. All rights reserved.**
- Any public sector information contained in these data is licensed under the Open Government Licence v.2.0."**
- 4.6 You will include the requirement to use the Attribution, in accordance with this EULA, in any sub-licences of the Data that you grant. You will include an obligation in any sub-licence that the sub- licensee will include the requirement to use the Attribution, in accordance with this EULA, in any future sub-licence.
- 4.7 If you become aware of any breach of copyright or other intellectual property rights in the Data you must notify the Institute without delay and you will assist the Institute in taking all such steps (if any) as the Institute reasonably considers necessary or desirable for the protection of any such intellectual property rights. You can contact the Institute by email to: [info@hutton.ac.uk](mailto:info@hutton.ac.uk) or writing to: The James Hutton Institute, Invergowrie, Dundee, DD2 5DA.

#### 5. PRIVACY

- 5.1 You may provide your personal details (for example your name and address) ("**Personal Details**") when registering to use the Data with the Institute. The Institute will be the data controller in respect of your Personal Details and it will comply with the Data Protection Act 1998 (as amended) in relation to the storage and/or use of your Personal Details. If you have any questions about how the Institute stores and/or uses your Personal Details please email [info@hutton.ac.uk](mailto:info@hutton.ac.uk).
- 5.2 Unfortunately, the transmission of information via the internet is not completely secure. Although the Institute will do its best to protect your Personal Details, the Institute cannot guarantee the security of your Personal Details transmitted to a website; any transmission is at your own risk. Once the Institute has received your information, the Institute will use strict procedures and security features to try to prevent unauthorised access.
- 5.3 The Institute is registered as a data controller with the Information Commissioner's Office and its registration number is Z2970729.

## **6. LIABILITY**

- 6.1 Nothing in this EULA excludes or limits the Institute's liability for: (i) death or personal injury arising from the Institute's negligence; (ii) fraud or fraudulent misrepresentation on the part of the Institute; or (iii) any other liability that cannot be excluded or limited by Scottish law.
- 6.2 Nothing in this EULA excludes or limits your liability for: (i) death or personal injury arising from your negligence; (ii) fraud or fraudulent misrepresentation by you; or (iii) any other liability that cannot be excluded or limited by Scottish law.
- 6.3 To the extent permitted by law, the Institute excludes all conditions, warranties, representations or other terms which may apply to the Data, whether express or implied.
- 6.4 Subject to section 6.1 and section 6.2 in no event will you or the Institute be liable for any indirect or consequential loss or damage.
- 6.5 Subject to section 6.1 in no event will the Institute be liable for: (i) loss of profit; (ii) loss of goodwill; (iii) loss of business, revenue or opportunity (in each case) arising through use of, or in connection with, the Data; (iv) any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Data or to your downloading of any content on it; and/or (v) any loss which is attributable to a breach of this EULA by you or any negligent act by you or on your behalf.

## **7. TERMINATION**

- 7.1 If you breach the terms of this EULA the Institute may terminate this EULA with immediate effect with no notice to you, however if you have provided contact details the Institute will attempt to use those details to provide written notice to you of this termination.
- 7.2 On termination, you must immediately cease use of the Data, destroy all copies of the Data in your possession and provide a written statement within thirty (30) days of termination confirming that you have complied with this section 7.1.

## **8. GOVERNING LAW**

- 8.1 This EULA and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by, and construed in accordance with, Scottish law.
- 8.2 The courts of Scotland will have exclusive jurisdiction over any claim arising from, or related to, this EULA or use of the Data.

## **9. OTHER IMPORTANT TERMS**

- 9.1 This EULA sets out the entire agreement between you and the Institute in connection with the subject matter and supersedes all prior oral or written agreements, arrangements or understandings between you and the Institute. You acknowledge that in entering into this EULA you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than those expressly set out in this EULA.
- 9.2 You agree that your only remedy in respect of those representations, statements, assurances and warranties that are set out in this EULA will be for breach of contract.
- 9.3 If the Institute fails to insist that you perform any of your obligations under this EULA, or if the Institute does not enforce its rights against you, or if the Institute delays in doing so, that will not mean that the Institute has waived any such rights against you and will not mean that you do not have to comply with those obligations. If the Institute does waive a default by you, the Institute will only do so in writing, and that will not mean that the Institute will automatically waive any later default by you.

- 9.4 Each of the paragraphs of this EULA operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 9.5 In this EULA words denoting the singular shall include the plural and vice versa, words denoting persons shall include (without limitation) corporations and all other legal entities.
- 9.6 The James Hutton institute is a company incorporated under the Companies Acts (company number SC374831) and has its registered office at The James Hutton Institute, Invergowrie, Dundee, DD2 5DA. You can contact the Institute in respect of the Data by writing to the Institute's registered office or by email to [soils@hutton.ac.uk](mailto:soils@hutton.ac.uk)