



THE UNIVERSITY OF THE WEST INDIES

ST. AUGUSTINE, TRINIDAD AND TOBAGO, WEST INDIES

SEISMIC RESEARCH CENTRE

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LICENCE TO USE DATA

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

1. The Seismic Research Centre of the University of the West Indies, St. Augustine (hereafter the SRC_UWI)
2. _____ of (*address*) (“the Licensee”)

IT IS AGREED as follows:

1. Definitions

The following terms shall have the following meanings:

“Data” (*description of the data e.g. seismograms, GIS shape files, etc*)

“Project” (*name of project*)

“Rights” The non-exclusive right by way of license to use and where necessary copy the data solely for the purpose of the Project.

2. Recitals

2.1. The SRC_UWI (referred to as “the Licensor”) are the owners of the copyright and all other rights in the Data.

2.2. The Licensors have agreed to grant the Rights to the Licensee subject to the following terms and conditions.

3. Grant of Rights

The Licensors as beneficial owners of the Data grant the Rights to the Licensee for a period of one year from the date of this Agreement.

4. Licensor’ obligations

The Licensor agree with the Licensee to supply to the Licensee within _____ of the date of this Agreement 1 (one) copy of the Data.

5. Licensors’ warranties

The Licensors warrant that:

5.1. The Licensor are the sole owners of the copyright and all other rights in the Data and have full power to enter into this Agreement and to give the warranties contained in this Agreement.

5.2. The Data does not infringe the copyright or any other rights of any other person.

6. Licensee's obligations

The Licensee agrees with the Licensors:

6.1. Not to assign or sub-licence the Rights

6.2. Not to permit others to use the Data except for the purpose of assisting the Licensee on the Project.

6.3. To provide reports on the use of the Data to the Director of the SRC at intervals no less frequent than once every quarter.

6.4. To notify to the Director of the SRC any changes in the Project objectives and collaborators within 1 (one) month of the change.

6.5. To involve at least one SRC staff member as a collaborator on the Project.

6.6. To include the SRC collaborators on the authorship lists of any publications arising from the Project.

6.7. Immediately upon completion of the Project or within two years of the date of this Agreement, whichever is the earlier, to return all the copies of the Data supplied by the Licensor together with any further copies made by the Licensee.

7. General

7.1. All rights not specifically and expressly granted to the Licensee by this Agreement are reserved to the Licensor

7.2. The Licensors assert to the Licensee their moral right to be identified as the copyright owners of the Data in any publications arising from the project.

7.3. This Agreement contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated into this Agreement.

7.4. Directorings contained in this Agreement are for reference purposes only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

IN WITNESS WHEREOF the parties have hereunto set their respective hands the day and year first above mentioned.

Director, Seismic Research Centre

Licensee