



DATA PROVIDER AGREEMENT

For supply of data to the Royal Botanic Gardens Kew for display in the Millennium Seed Bank Partnership Data Warehouse

BACKGROUND

The Millennium Seed Bank Partnership (MSBP) Data Warehouse ('The Data Warehouse') is a moderated online resource developed and managed by the Royal Botanic Gardens, Kew (RBG Kew) on behalf of the MSBP. Its purpose is to enhance seed research and conservation decision-making within the MSBP by making available seed accession information from collections made and conserved across the MSBP network.

The Data Warehouse provides tools to search and analyse these data online and to download and use under standard Data Use terms. Password-protected access to data is limited to members of the MSBP Data Warehouse User Group who will be registered and issued with passwords upon request. RBG Kew moderates this registration to enable personnel of MSB Partner organisations to have access to the site. A full list of Data Warehouse User Group members is maintained by RBG Kew. Public access to the MSBP Data Warehouse is limited to summary information only.

This Data Provider Agreement clarifies the terms under which data are supplied to RBG Kew by the Data Provider, and should be read in conjunction with any other agreement(s) that may be in force between RBG Kew and the Data Provider.

THE LICENCE

- 1) The Data Provider grants to RBG Kew a non-exclusive, worldwide and free licence to the Data to:
 - a) Use and disseminate the Data via the Data Warehouse including the facilitation of data analysis via the Data Warehouse
 - b) Make available the data to registered members of the Data Warehouse User Group who will have the right to copy, share within their organisation, create derivatives and publically display the data, make commercial use of the data under the condition that the source of the data is attributed in any published works.
- 2) RBG Kew will not seek to assert any IP rights over any Data provided by the Data Provider that are made available through the Data Warehouse.

DATA PROVIDER RIGHTS AND UNDERTAKINGS

- 3) The Data Provider is free to make available, use or publish the Data elsewhere;
- 4) The Data Provider warrants that it is the owner of the Data or that it has the necessary rights, licences or permissions to make the Data available in accordance with this Data Provider Agreement;

- 5) The Data Provider will make reasonable efforts to ensure that the Data are accurate at the time of its submission and will provide updated versions of the Data whenever relevant and possible. The Data Provider will not be liable for any omissions or inaccuracies in the Data;
- 6) Data will be provided in one of the formats described in Annex 1 *"Instructions to Data Providers"*;
- 7) The Data Provider will provide a contact in the Schedule to assist with liaison and queries with respect to the data;
- 8) RBG Kew will provide appropriate attribution to the Data Provider. Where the Data Provider requires specific attribution text for the Data it will include that attribution in the Schedule;
- 9) The Data Provider warrants that, other than any restrictions stated by the Data Provider in the Schedule, the Data does not contain any restrictions such as confidentiality, privacy/personal information, sensitive data issues or other restrictions which effect the use of the Data as permitted under this Agreement;
- 10) The Data Provider warrants that its supply of Data under this Agreement does not contravene any relevant laws or obligations to others;

RBG Kew RIGHTS AND UNDERTAKINGS

- 11) RBG Kew will use all reasonable efforts to make the Data available via the Data Warehouse. Data shall be made available in accordance with the terms of this Agreement, and in particular on terms which reflect clause 1b);
- 12) Access to data from the MSBP Data Warehouse is only available to registered users, through the site maintained at <http://brahmsonline.kew.org/msbp> or replacement URL as communicated to registered users. RBG Kew will make enquiries to satisfy itself of the identity and bona fides of applicants prior to registration but will not be held responsible for unauthorised access to the site;
- 13) The contact at RBG Kew for any queries or requests about supply or display of data in the MSBP Data Warehouse is MSBP Data Warehouse administrator at email msbp.datawarehouse.access@kew.org or fax +44-1444-894110.

LIMITATION OF LIABILITY

- 14) To the fullest extent permitted by applicable law, RBG Kew excludes all liability to any person for any consequences including but not limited to, losses, damages, costs, expenses and any other compensation, arising from this Agreement, the use of the Data or, inability to access the Data Warehouse;
- 15) Each party will promptly notify the other party of any actual or suspected infringement of the Data that it becomes aware of. The parties will consult on an appropriate course of action, however RBG Kew is not under any obligation to take legal or other action on

behalf of the Data Provider or other rights holders in the event of the breach of any rights in the Data or the Data Provider Terms;

16) Termination of this Agreement does not operate to terminate any licences already granted to others under this Agreement. Those licences continue notwithstanding termination. RBG Kew will not be responsible for notifying any third party or recovering any Data provided to others prior to the termination of this Agreement.

17) This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

GENERAL

18) Either party may terminate this Agreement:

- i) Either by giving 3 months notice
- ii) Or with immediate effect if the other party has breached the Agreement and that breach is not remedied within 30 days after written notice is received requiring rectification of that breach;

19) On termination of this Agreement, or following a request of the Data Provider, RBG Kew will take all reasonable steps to remove the Data from the Data Warehouse.

DEFINITIONS

Agreement

This Data Provider Agreement

RBG Kew

The Board of Trustees of the Royal Botanic Gardens, Kew, a non-departmental public body with exempt charitable status whose principal place of business is Royal Botanic Gardens, Kew, Richmond, Surrey TW9 3AB, UK

MSBP Data Warehouse

The software provided by RBG Kew and available at <http://brahmsonline.kew.org/msbp> and any associated Data available through the website

MSBP Data Warehouse User Group

The registered users of the MSBP Data Warehouse, assigned and moderated by RBG Kew

Data Warehouse Terms

The terms in this Agreement

Data

The records of individual seed accessions consisting of minimal standard (minimal) and associated data fields as described in the Annex 1 "Instructions for Data Providers"

Data Provider

The MSBP institute providing the Data

Data Restriction Level

The coded value attached to individual records that correspond with the table of Data Restriction Levels detailed in Annex 1 "Instructions for Data Providers"

IP Rights

all copyright and related rights, database right, rights in confidential information (including know-how), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world

Schedule

The metadata linked to the Data Provision describing the number of records provided, a Contact, Data Restriction Levels and Attribution text

Use

Terms of use as detailed in the Data User Agreement at <http://brahmsonline.kew.org/msbp/Pages/Legal>

Attribution text

The preferred text given by the Data Provider and attached to each Data record to be cited by Data users

SCHEDULE

Data Provider:

Data Provider Contact:

Data:

Attribution:

Data Restrictions:

Please confirm that we
are to apply the same
Data Restrictions to
data released on
duplicate collections
held by Kew:

Agreed by the parties and signed by their authorised signatory/delegate

For Data Provider

For Board of Trustees RBG Kew

Signed

Signed

Date

Date