

Data Use License Agreement Illinois State Water Survey (ISWS)

The Illinois State Water Survey data (“Data”) as defined below, will be licensed to You by The Board of Trustees of the University of Illinois (“University”) upon your acceptance of all terms and conditions contained in this license agreement (“Agreement”). Please read this Agreement carefully. By clicking on the “ACCEPT / SUBMIT” button You accept the terms and conditions of this Agreement. After You click on the “ACCEPT / SUBMIT” button your Data request may be reviewed. Once approved, you will receive access to the Data you have requested, either directly on the ISWS website, or via email if it requires ISWS staff to develop or package the Data for You. Certain types of Data, may require acceptance of additional privacy and data security terms. If You are not willing to be bound by these terms, select the “CANCEL” button at the bottom of this page.

DEFINITIONS

“You” (or Your) shall mean an individual or legal entity exercising the rights granted hereunder and complying with all the terms of this Agreement.

“Data” refers to the Information and compilations of data collected, obtained, maintained, arranged or developed by the Illinois State Water Survey on behalf of University that has been selected and/or identified by You in the data request, subject to this Agreement.

“ISWS” shall mean the Illinois State Water Survey.

“Information” refers to ISWS information of any kind, including, but not limited to, computer files, publications, reports, maps, data, spreadsheets, databases, images, graphics, e-mail, software, web site content, networks, and other electronic media and services, in any form, including, but not limited to, hardcopy and electronic.

GRANT OF LICENSE AND OTHER OBLIGATIONS

1. Conditioned upon Your continuing compliance with the terms and conditions of this Agreement, University hereby grants to You the non-exclusive, non-transferable right to use, reproduce and publicly display Data, and to reformat and create derivative works of, subject to the conditions in section 4, for research use or internal non-commercial purposes only.
2. From the date of receipt, You agree to use reasonable effort to protect the Data from unauthorized use, reproduction, distribution, or publication.
3. Data subject to this Agreement and any research results using the Data may be published in reports, publications, presentations and other forms of public display provided that credit is given to University and ISWS. Any ISWS publication that initially reported the Data shall be properly cited when Data is used.
4. You have no right to commercialize the Data.
5. If You modify the licensed Data in any way, or create derivative works from the licensed Data, You must get written approval from ISWS on behalf of University before displaying, publishing,

or offering the modified or derivative data or representation of the data to any outside entity, including the public.

6. You may not reproduce or modify any maps contained within the Data through the use of electronic means, including the use of digitization, scanning, image processing or other technologies without separate express written approval from University.
7. University retains exclusive title and ownership of its Data unless stated otherwise. All rights not specifically granted in this Agreement are reserved to University. In certain cases, copyright may be held by a different individual or entity, or the item may be in the public domain. You are responsible for identifying the copyright holder for any particular Data and to determine what additional permissions may be needed or if restrictions exist to reproduce or modify such Data.
8. University and ISWS shall have no obligation to offer support services or updates on Data provided to You, and nothing contained herein shall be interpreted so as to require University to provide any support, maintenance, technical support or end-user support of any kind.
9. Fees may be required for the delivery of certain Data depending on the proposed usage and the resources required to process the data request. Following your acceptance of this Agreement You will receive a communication indicating any fees, if applicable, under University's cost recovery programs at ISWS.
10. If You become aware of the infringement or unauthorized use of any intellectual property right in the Data You shall immediately notify University by sending email to info@isws.illinois.edu.
11. Access to and use of Data by You is subject to the following terms, conditions, and legal notices below. The University reserves the right to amend this Agreement at any time and reserves the right to terminate the Agreement per the termination section herein, if information provided by You through the log-in registration process is false or misleading, or if at any time there is non-compliance with the terms and conditions of this Agreement.

Governing Law and Policy

This Agreement is governed by the laws of the State of Illinois. The use of Data is subject to all applicable local, state, federal, and international laws, as well as general University and campus policies. For the purposes of this Agreement, the University's Web Privacy Policy including the Legal Notices of Terms and Conditions, applies to all Data for which the ISWS is the custodian, and is considered part of this Agreement (https://www.vpaa.uillinois.edu/resources/web_privacy).

Web Links

Web links in this Agreement are provided for convenience. Faulty or incorrect links do not relieve You of the responsibilities under the documents to which a link refers.

Copyright Notice

All copies or reproduction of Data owned by University shall include the copyright notice as specified below, or such other reasonable notice as University shall from time to time require: "Copyright [year] The Board of Trustees of the University of Illinois. All rights reserved."

Individuals or entities may make fair use of copyrighted Data, such as reproducing a single figure or table, or using a brief text quotation, without obtaining formal permission, but in all cases the ISWS must be

credited as the source of the Data. To reproduce Data beyond the fair use standard, and the rights granted herein, permission must be obtained from University through the ISWS by emailing info@isws.illinois.edu

Assignment and Transfer

Data provided under this agreement cannot be sold by You under any condition, or provided/transferred/loaned/sublicensed to a third party. You may not assign or transfer your rights under the Agreement to a third party without University's consent.

Other Use Constraints

Map information contained in Data is to be used at a scientifically and cartographically appropriate scale, that is, at a scale no greater than indicated on the map or as described in the documentation of the map or map data. Map information is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base. Map information has no legal basis in the definition of boundaries or property lines and is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor.

Disclaimer of Liability.

Neither University, any of its units, programs, employees, agents or individual trustees, the United States Government, nor any agency thereof: (i) shall be held liable for any improper or incorrect use of the information described and/or contained in the Data; (ii) assumes responsibility for anyone's use of the Data; (iii) shall be liable for any direct, indirect, incidental, special, exemplary, or consequential damages, however caused and on any theory of liability, arising in any way out of the Data or use of ISWS website, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, breaches of confidentiality, privacy, or data security, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action. University assumes no liability in respect of any infringement of any patent, copyright, or other right of third parties due to Your activities under this Agreement.

Disclaimer of Warranties and Accuracy of Data.

University provides no representations or warranties about the accuracy, completeness, authenticity, usefulness, timeliness, reliability, appropriateness, or sequencing of the Data. University does not represent or warrant the Data or that access to it will be uninterrupted or error-free, or that errors will be corrected. University provides Data "as-is" and "as available" without any warranty of any kind. All warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses, non-infringement of proprietary rights, and the enforceability and validity of the Data as intellectual property, are disclaimed. This disclaimer applies to both isolated and aggregate uses of the Data.

Notices

All notices and other communications under this Agreement shall be given in writing and be directed to:

Illinois State Water Survey
Prairie Research Institute
University of Illinois at Urbana-Champaign

2204 Griffith Drive
Champaign, Illinois 61820
info@isws.illinois.edu
217-333-2210

Export Control

You agree to strictly comply with any and all applicable United States export control laws and regulations and foreign export or import laws and regulations.

Use of names and trademarks.

You shall not use the names or trademarks of University, or any adaptation thereof, in any commercial activity, marketing, advertising or sales brochures without the prior written consent of University.

Term and Termination

The term of this agreement shall be for as long as the Data is used by You. This Agreement may be terminated immediately upon written notice by University if the Agreement is breached by You, and in particular when:

- Data is not cited when used.
- Data is used outside the permitted scope of licensed use.
- You fail to maintain Data confidentiality and privacy when required.
- You fail to maintain the Data security protocols and procedures as required

Upon termination of this Agreement, the rights granted to You shall immediately cease. You shall cease using the Data and will promptly delete or destroy all copies You may have of the Data.