



NON-COMMERCIAL DATA USE LICENCE

THIS AGREEMENT dated this _____ day of _____
200

BETWEEN: Mekong River Commission Secretariat
P.O. Box 6101
184 Fa Ngum Rd., Sikhottabong District
Vientiane, Lao PDR (the “Licensor”)

AND: Name: _____
Address: _____

_____ (the “Licensee”)

WHEREAS:

In accordance with the MRC Procedures for Data and Information Exchange and Sharing of 01 November 2001, the MRC Secretariat is the Custodian of the MRC Information System. The Licensee has requested and the Licensor – MRC-IS Custodian - is prepared to grant a non-exclusive, non-transferable licence to the Licensee to use the Licensed Data for the purposes specified in this Non-Commercial Data Use Licence subject to the terms and conditions contained herein.

IT IS AGREED:

The Mekong River Commission Secretariat (hereinafter called MRCS) agrees to make data available to the Licensee who accepts the terms and conditions provided under the Present Licence which constitute a legally binding agreement as follows.

1. The Licensee shall use the data and information provided under the Present Licence at its own risk and hereby agrees that the MRCS shall not be liable for any loss or damage or consequential loss or damage whatsoever arising from the direct or indirect use of the data and information. The MRCS does not make any warranty to the Licensee as to the condition, quality or fitness of the data product for the Licensee's requirements and the Licensee agrees that it is entirely responsible for ensuring that the data and information supplied is suitable for the Licensee's purposes. Any boundaries and names included in these data do not imply the expression of any opinion whatsoever on the part of the Mekong River Commission concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delineation of its frontiers or boundaries.

This paragraph does not exclude or limit the application of warranties where to do so would contravene the law of the relevant jurisdiction or cause any part of this clause to be void. If these warranties apply to this contract, the liability of MRCS will be limited to product replacement, or the refund of the purchase price, at the option of MRCS.

2. The Licensee acknowledges that copyright in all or any part of the "data and information" is and remains the property of the Mekong River Commission, or as otherwise outlined in the metadata.

3. Data and information supplied by the MRCS to the Licensee may only be used by the Licensee for **non-commercial** purposes in the course of its ordinary business. Neither the supplied data and information, nor enhanced products generated from the supplied data information are to be provided or sold to other persons without the prior written permission of the MRCS (which permission may include a proviso that the Mekong River Commission's contribution to the datasets is acknowledged). *Non-commercial* means that the Licensee will not:

- (a) make the data and information available to a third person/party by sale or otherwise;
- (b) sell products derived from or incorporating the data and information originally provided;
- (c) use the data and information to cause substantial distortion to normal competitive arrangements; or
- (d) use the data and information to derive income or gain a financial return.

4. Subject to approval from the MRCS, the Licensee may permit consultants, contractors or sub-contractors with which it has contracted for the provision of specific services to use, reproduce, adapt and/or combine the data and information provided by the MRCS with other data in its control. The Licensee must ensure that the contract between the Licensee and the Licensee's consultant, contractor or sub-contractor includes the obligations specified in paragraphs 6 and 8 of the Present Licence. The MRCS may include other obligation, as it deems necessary.

5. Subject to the provisions of paragraphs 2, 3 and 4, the Licensee will not disclose data and information to any third person/party without first obtaining written permission from the MRCS.

6. If the Licensee or its consultants, contractors or sub-contractors reproduce, adapt and/or combine the data and information provided by the MRCS with other data held by the Licensee, the Licensee shall prior to making that material available to a third person, obtain

the prior written consent of the MRC as required under paragraphs 3 and 5, provide a copy of such material to the MRCS and shall ensure that an acknowledgment of the Mekong River Commission's contributions to the datasets is made as follows:

"Base Data/Data provided by Mekong River Commission and reproduced with permission."

Acknowledgement for contributions of datasets from other sources than MRC shall be made in accordance with the metadata.

The Licensee grants to the MRC a non-exclusive, perpetual, world-wide, royalty-free licence to use the Data and information as modified, adapted or added to by the Licensee and its consultants, contractors and sub-contractors.

7. The Licensee must acknowledge the Mekong River Commission, or other source agency as outlined in the metadata, as being the source provider of the "data and information" in any publications, scientific papers or reports produced as a result of, or in relation to, the Licensee's use of the data and information provided.

8. Notwithstanding paragraph 4, any data and information supplied by the MRCS to the Licensee, in confidence and marked as being "Confidential" will be kept confidential by the Licensee until such data and information become part of the public domain other than as a result of breach of this condition. The Licensee shall take all reasonable steps to ensure that the Licensee, its employees, contractors, consultants and other persons having access to the data and information keep the data and information confidential and do not disclose or use the data and information for any purpose other than in accordance with the conditions specified in the Present Licence. This provision shall survive termination or expiration of the Present Licence.

9. Should any of these conditions be breached by the Licensee, the MRCS may by written notice, require the Licensee to rectify such a breach. If the Licensee fails to do so in the time specified in the notice, the MRCS may terminate the Present Licence immediately. Upon termination the Licensee shall cease using the data and information in any form whether modified or merged with other material, and shall destroy all transferred data and information or return it to the MRCS at the MRCS's discretion. The Licensee acknowledges that if the terms of the Present Licence are breached that damages may be an insufficient remedy for the MRCS, and MRCS may seek injunctive or other relief in a court.

10. The Licensee agrees to pay upon demand, to the MRCS the costs of any incidentals associated with the collation and transfer of this "data and information under the terms of the Present Licence (including any handling and shipping costs). The costs referred to (if any) in the Present Licence do not include any fee for the use of the "data and information or for costs associated with the original collection of the "data and information ", for which there are no charges.

11. The Licensee agrees to provide the MRCS with written notification of any errors found in the "data and information". If these errors are considerable and have subsequently been corrected, a digital copy of the corrected "data and information" will be provided to the MRCS.

The parties have executed this Agreement as follows:

LICENSOR:

Signed for and on behalf of the MRCS by

(Title)

(Name)

(Signature)

___/___/___
(Date)

in the presence of:

(Witness name)

(Witness signature)

LICENSEE:

Executed for and on behalf of The Licensee
by authority of the Directors

(Title)

(Name)

(Signature)

___/___/___
(Date)

in the presence of:

(Witness name)

(Witness signature)