

# agCensus End User Licence Agreement

The agCensus Digimap service contains data owned by, or licensed to, various agencies. These data are subject to terms and conditions of use. This document is a guide to those terms. If you are in any doubt about them you should read the licence agreement your institution signed when taking a subscription to agCensus Digimap. Please contact EDINA if you need a copy of this.

Please read this guidance carefully before accessing and using agCensus Digimap so that you understand what you are and are not allowed to do with the data. By using agCensus Digimap you accept these terms and conditions. Please do not use agCensus Digimap if you do not accept them.

These terms may change at any time so we advise you to review them regularly.

We use the term “institution” throughout this document, but this includes any establishment that is eligible to subscribe to agCensus Digimap.

You can:

- ✓ Use agCensus Digimap only for **Educational Use**.  
This means any use in connection with research, teaching and learning.  
It covers:
  - a) All activities that a fair-minded and reasonable person would agree falls within the spirit and intention of ‘Educational Use’.
  - b) Staff using the maps/data to set work for students.
  - c) Students undertaking project work and work set by staff.
  - d) Staff or students engaged in research.
  - e) Planning educational visits and trips.
- ✓ You can use this service for as long as:
  - a) You are a current student or member of staff at an institution that has a current subscription to agCensus Digimap;
  - b) You have been legitimately provided with a valid username and password by your institution or by EDINA.
- ✓ Add your own images, drawings and annotations to the maps/data.
- ✓ Add data from other sources to your maps/data.
- ✓ Share your maps/data with public bodies such as the local Council solely for the purpose of the project you are working on together.
- ✓ Publish maps/data and summarized extracts of data in scholarly communications, including online publications, peer reviewed journals, books and theses.
- ✓ Otherwise publish small extracts of the maps/data to inform others about your studies, research or project work. You can put these small extracts on paper or on a website or as part of an exhibition or presentation.
- ✓ Share the maps/data with others who also have access to agCensus Digimap, for as long as both of you are registered to research, study or teach at the institutions that have subscriptions to agCensus Digimap. For example, you may use the maps in a project you work on with another subscribing institution.

In return, You must:

- ! Keep your username and password safe. Do not share it publicly, on social media, a website, or with members of other organisations or institutions. If in doubt contact [edina@ed.ac.uk](mailto:edina@ed.ac.uk) .
- ! Not share the maps/data with anyone who is not permitted to use them. Do not provide copies of maps/data to people who do not also have access to agCensus Digimap.
- ! Not use the maps/data for any purpose which is not part of teaching, research or learning. For example, maps/data must not be used for private consultancy purposes.
- ! Tell your institution and EDINA immediately if you know or suspect that your password has been used by someone who should not have it.
- ! Include the copyright statements on any display or reproduction of a map/data extract that you create. Use the right copyright statement for the map you are displaying:

For agCensus overlays or data extracts	© University of Edinburgh Derived from DEFRA/DAA/RESAS agricultural census surveys.
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For Ordnance Survey maps in agCensus Digimap	“Contains Ordnance Survey data © Crown copyright and database right <i>year</i> where “ <i>year</i> ” is the current year.
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- ! Not tamper with or obscure the logos or any other trademarks or protective markings which appear on screen or on print outs.
- ! Be prepared to assist any investigation conducted by your organisation or EDINA into any unauthorised or unusual access to and/or use of the agCensus data.

Under this Licence you must not do the following:

- Ø Use or make the maps/data available to anyone other than those who are permitted to use them.
- Ø Use any of the maps/data in any way for any commercial or financial gain. If you want to do something that is not covered by this agCensus Digimap licence, please contact EDINA for help.

If you have any questions about using agCensus or about whether your use is covered by the licence, please contact EDINA for help: [edina@ed.ac.uk](mailto:edina@ed.ac.uk)

## The Small Print

### 1. Parties

This Licence is between the University of Edinburgh, acting through EDINA, (**we/us/our**) and the person or organisation who downloads the agCensus data (**you/your**).

The University of Edinburgh is a charitable body registered in Scotland with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh EH8 9YL.

You and we are each a **party** and together the **parties**.

### 2. Grant and Scope of your licence to use agCensus Data

- a. Subject to the restrictions referred to in this Licence, (together with the subscription fee paid by your institution) we grant you a non-exclusive, non-transferable, revocable licence to:
  - (i) access and use agCensus Data and Derived Data, solely for your Educational Use;
  - (ii) share the agCensus Data and Derived Data that You have downloaded with other persons who you know have also entered into this Licence; where
- b. 'Educational Use' means use for or in connection with education, teaching, distance learning, private or non-commercial study and/or private or non-commercial bone fide research to further a body of knowledge, where the research is not for Commercial Use. It covers use at all levels, including schools, colleges, universities, UKRI and other related entities.
- c. "Commercial Use" means use of the agCensus Data for the purpose of monetary reward by means of the sale, resale, loan, transfer, hire, analysis or other form of use of the agCensus Data.
- d. "Derived Data" means any collection of information data or images or both which is derived by You from the agCensus Data in the sense that those parts of the content of the agCensus Data that are contained in it or were directly relied on for its creation, together form a substantial part of the content of the agCensus Data
- e. This Licence commences with effect from the date you first request access to and/or use agCensus Data.

### **3. Intellectual Property Rights**

- a. We and/or our suppliers own all the intellectual property rights in agCensus Data.
- b. All rights not expressly granted are reserved to the University of Edinburgh and its licensors.

### **4. Feedback**

At our request, you will give us reasonable details about your use of agCensus Data under this Licence by whatever means we might reasonably request.

### **5. No Warranty**

- a. It is your responsibility to ensure that the agCensus Data you request is what you need.
- b. agCensus Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
- c. Except as expressly stated in this Licence, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the agCensus Data are hereby excluded to the fullest extent permitted by law.

## 6. Liabilities

- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the agCensus Data.

## 7. Termination

- a. Either party may terminate this Licence with immediate effect.
- b. This Licence will automatically terminate when you cease being a student or member of staff at the institution whose services and systems you are using, or your other association with the institution ceases.
- c. Termination or expiry shall not affect either party's accrued rights and remedies.
- d. On termination, you shall:
  - immediately cease accessing the service and using the agCensus Data;
  - inform your institution that your password or other login details should be deactivated;
  - destroy (or at our option return) all agCensus Data that you hold or for which you are responsible, including any agCensus Data that is embedded into any other material and provide written confirmation that you have done so at our request;
  - make sure anyone else you have supplied agCensus Data to under this Licence also adheres to the terms of this Licence.
- e. If you continue to access and use agCensus Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- f. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

## 8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed by us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be processed by us in the following circumstances:
  - To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your institution, or other misuse or infringement of agCensus Data; or
  - Where you give your specific consent, to enable us to understand / monitor the use of agCensus Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law

## 9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any agCensus Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall keep a record of any agCensus Data sharing that has occurred under paragraph 2(a)(ii) above and You shall make this available to us on request.
- d. You shall provide us with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the agCensus Data.
- e. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- f. This Licence will be governed by Scottish law and both parties agree to the exclusive jurisdiction of the Scottish courts.