



## LICENCE AGREEMENT FOR USE OF THE “LUCAS\_SOIL” DATA

PLEASE READ AND REVIEW THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING and USING LUCAS\_SOIL. BY RETURNING THIS FORM AND/OR BY USING LUCAS\_SOIL YOU (THE LICENCEE) ACKNOWLEDGE TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE

1. The LUCAS\_SOIL data are the property of the European Union , represented by the European Commission, represented by the Directorate General-Joint Research Centre (hereafter referred to as the JRC), which is allowed to authorize third parties to use these data free of charge.
2. The LUCAS-SOIL data have been generated with a harmonised methodology for the production of statistics on soil characteristics at European level and are not meant to provide any any information as to personal or land properties character. Furthermore, given the relatively limited number of points analysed and their spatial distribution, data contained in LUCAS\_SOIL cannot be considered representative of local conditions and certainly not of field conditions.
3. The European Union grants to the Licencee a personal, non transferable, perpetual, and non exclusive right to use the LUCAS\_SOIL data solely for non-commercial purposes. No sub-licence is allowed.
4. The Licensee shall take all the necessary regulatory, administrative, technical and organisational measures to ensure that the data are used only in accordance with the ppinciples specified in Article 2 and for the purposes specified in Article 3 and that there will be no attempt to identify by any means whatsoever, any individual statistical unit other than the geo-referenced coordinates of the points. In particular, owners of the land to which the points belong shall not be identified.
5. In any reports, including all publications and unpublished papers, the following rules should be applied:
  - a) Any results can be published once a proper aggregation process that prevents any individual body (private person, private organisation) from being identified has been applied,
  - b) Graphical representation of individual units on a map is permitted as far as the geographical location of the soil samples is not detectable.
6. The present licence is granted free of charge.
7. This agreement shall start on the date the Licencee has received the LUCAS\_SOIL data from the JRC. There is no need for a signature of the present agreement by the JRC.
8. The LUCAS\_SOIL database will be accessible only to the Licensee and staff working for the Licensee’s Organization and on a need-to-know basis. The Licencee undertakes to inform the authorized persons of the existence of the present licence agreement and of its obligations that they will also have to respect.
9. The European Union will be formally mentioned and fully acknowledged in, but not limited to, reports, articles, publications and presentations of work resulting from the use of the LUCAS\_SOIL data as follows: *“The LUCAS topsoil dataset used in this work was made available by the European Commission through the European Soil Data Centre managed by the Joint Research Centre (JRC), <http://esdac.jrc.ec.europa.eu/>”*.
10. The use of LUCAS\_SOIL data as a component for developing new products and/or services by the Licencee itself or its collaborators is not permitted without the prior written consent of the JRC.



11. The Licensee can obtain information concerning the LUCAS\_SOIL database from the JRC by e-mail (*esdac@jrc.ec.europa.eu*) The Licensee undertakes to communicate on a regular basis to the JRC any errors or omissions discovered.
12. Neither the European Union, nor any person acting on its behalf, is responsible for the use which might be made of LUCAS-SOIL database.
13. Whereas every effort has been made to ensure the quality of the LUCAS\_SOIL data, the European Commission does not give any warranty as to the completeness or accuracy of the LUCAS\_SOIL data, nor that it is error free or of a satisfactory quality or appears precisely as described in any documentation related to the data. All other such warranties are expressly disclaimed.
14. The European Union disclaims all warranties relating to the data, expressed or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose.
15. The European Union will not be liable for any loss of use, lost data, interruption of business or incidental, special, exemplary, consequential damages of any kind, even if the European Union has been advised, knew or should have known of the possibility of such damages.
16. The European Union does not represent or warrant that the data will be error free or uninterrupted, or that all non-conformities can or will be corrected, or that the data are timely, accurate or complete or that are of a satisfactory technical or scientific quality.
17. In case the Licensee receives claims for infringement from third parties, the Licensee shall inform immediately the JRC. The European Union may at its own discretion undertake any useful change to the LUCAS\_SOIL data in order to deliver data free from any third parties rights. In case this is not possible, the availability of the LUCAS\_SOIL data will be stopped. In the meantime, the Licensee will reply before the Court to the claims of the third party and pay all damages and costs.
18. In the event of any claim, suit or proceeding for infringement from third parties, the European Union shall have the right, at its option, to assume defence of such action.
19. The Licensee shall not use any trademarks of the European Union, the European Commission or JRC.
20. The name LUCAS\_SOIL of the data being created by the European Union, the Licensee shall not use the name of LUCAS\_SOIL without prior written authorization of the JRC and shall not register the name LUCAS\_SOIL as a trademark.
21. Personal data retrieved from the LUCAS\_SOIL database shall be processed according to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
22. Licensee is informed that its personal data may be used by the European Union and automatically processed. The identifying data that Licensee may submit (The Data) will be treated in accordance with the policy on "protection of individuals with regard to the processing of personal data by the European Union institutions", based on Regulation (EC) N° 45/2001. It may occur that you are requested to provide certain Data such as your name, your mailing address, your e-mail address, and other data such as your country, area as well as any other information requested via a specific form. The Data will not be communicated to nonauthorised third parties and will only be collected to allow you the use of the Software and for the establishment of statistics or trends. The Data will not be used for any other purposes than the indicated and will not be kept within our systems beyond the necessary timeframe to achieve this goal. Licensor will take all possible measures in order to secure the Data. However, it cannot eliminate all the risks related to the use of the Internet. Thus, at the time of submitting the Data, you must be aware that other users of the Internet can possibly manage to visualize the Data. Further to the law on private data protection, you are allowed to access, modify or to oppose yourself to any processing of your Data. To use that right, you may contact Licensor per e-mail at the following address: *esdac@jrc.ec.europa.eu*. The licence may be terminated by the European Union if the Licensee breaches any of its provisions. In such a case, the JRC



shall give the Licensee 30 days notice and opportunity to rectify the infringement but in any case, this termination shall not prevent the European Union from claiming any further damages.

23. The Licensee agrees to maintain in confidence and not to disclose to any natural or legal person and to use its best effort to prevent and protect the data and documentation and reports therefore, and all other material, know-how, information from disclosure by its agents or employees to any person, organisation or company.
24. This Agreement shall be governed by and construed in accordance with Belgian law. Any dispute, controversy or claim arising out of or relating to this Licence shall be settled before the competent courts of Brussels.
25. The following Annexes form an intergral part of this License Agreement:
  - ANNEX 1: Specification of LUCAS\_SOIL Database
26. **THE LICENCEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE ABOVE-MENTIONED TERMS AND CONDITIONS OF THE CONTRACT.**



## ANNEX 1: SPECIFICATION OF LUCAS\_SOIL DATA

### Database

The LUCAS\_SOIL data are

In MS Excel format for the soil properties data:

[LUCAS\\_TOPSOIL\\_v1.xlsx](#)

Textfiles for the soil spectral data:

[LUCAS\\_TOPSOIL\\_v1\\_spectral.zip](#)

### Reports

The LUCAS\_SOIL data are documented in the report:

[“Tóth, G., Jones, A., Montanarella, L. \(eds.\) 2013. LUCAS Topsoil Survey. Methodology, data and results. JRC Technical Reports. Luxembourg. Publications Office of the European Union, EUR 26102 – Scientific and Technical Research series – ISSN 1831-9424 \(online\); ISBN 978-92-79-32542-7; doi: 10.2788/97922”](#)