

ICAR Data Use Licence

1. Terminology and Definitions

‘DATA’ here means the data as defined in section 2.2 of ICAR Guidelines for Data Management in ICAR Institutes (ICAR, 2014: <http://www.icar.org.in/files/ICAR-Guidelines-Research-Papers-2014.pdf>). However, it does not include any inventions, patents, design rights or trademarks of ICAR or any other person/firm or any computer programs used in the making or operation of a database/application. Here ‘Data User’ means the person who accesses or the user who initiated any publications/maps/ automated program, etc. which access the Data. "Council" means Indian Council of Agricultural Research. "ICAR Institute" means the Institute or its regional stations under ICAR. ICAR has taken several initiatives for research data management including KRISHI Portal (<https://krishi.icar.gov.in>) along the lines of Open Government Data(OGD) platform, India (data.gov.in). Terms of use for data available in open access developed with main emphasis on KRISHI Portal are given in the sequel. These terms would also be applicable to other similar ICAR initiatives.

2. Grant of license or Terms and Conditions of Use of Data

2.1 Rights: Under this, ICAR grants the data user, a royalty-free, non-exclusive, non-transferable license to use the Data solely for academic, research and non-commercial purposes. “Commercial purpose” means to sell, hire, exchange or otherwise use whether in its original or any adapted form, or incorporated in or used in the provision of any products or services for monetary profit or gain.

2.2 Rights of Distribution: The rights is granted to the user for personal use and it cannot be sub-licensable transfer it to any other. Further distribution of the material to others or to obtain patent or assert any other intellectual property rights over the Data are prohibited. However, the data user may create and distribute hardcopy and non-editable digital images such as in PDF format using the Data. The condition for such distribution is that they are distributed at no charge and should not be used in advertisement materials.

2.3 Attribution:

2.3.1 The data user must acknowledge the provider, source, and license of data by explicitly publishing the attribution statement, including the DOI (Digital Object Identifier), or the URL (Uniform Resource Locator), or the URI(Uniform Resource Identifier) of the data concerned.

2.3.2 Attribution of Multiple Data: If the user is using multiple data together and/or listing of sources of multiple data is not possible, the user may provide a link to a separate page/list that includes the attribution statements and specific URL/URI of all data used.

2.3.3 Catalogues and Links featured on this Platform, if reproduced, have to be accurate and are not to be used in a derogatory manner or in an advertisement or in a misleading context. Wherever the material is being published or issued to others, the source must be prominently acknowledged. However, the permission to reproduce this material shall not extend to any material which is identified as being copyright of a third party. In such cases, authorization to reproduce such material must be obtained from the departments/copyright holders concerned, wherever applicable.

2.3.4 Some of the catalogues and information available through the Portal(s) are available under terms described in the “license” metadata element of individual dataset records except where otherwise noted. In such cases, those license terms are applicable.

2.4 Non-Endorsement: The data user while distributing, must not represent that ICAR takes responsibility for the accuracy or correctness of the Data or any output of any application of the Data (including any prediction or the output of any modelling), or that ICAR supports or endorses use of the Data or any products derived or conclusions or predictions drawn from the Data.

2.5 No warranties/Disclaimer:

2.5.1 Though all efforts have been made to ensure the accuracy and currency of the content on the Portal(s), the same should not be construed as a statement of law or used for any legal purposes. It accepts no responsibility in relation to the accuracy, currency, completeness, usefulness or otherwise, of its content and reliability of the Data. It also does not mean that its use will not infringe any third party rights. Users are advised to verify/check any updated information available with the concerned Government Department(s), ICAR Institutes or other source(s), and to obtain any appropriate professional advice before acting on the information provided in the Portal(s).

2.5.2 It is possible that Data may have inherent defects or deficiencies. Any use of such data is at one's own risk and the data user accept all risk and responsibility of any losses, damages, costs, etc. arising from use of the data. The material/information/data is provided "as is" and ICAR makes no express or implied representation or warranty concerning the fitness for any purpose.

2.5.3 In no event will the Government of India or ICAR be liable for any expense, loss or damage including, without limitation, indirect or consequential loss or damage, or any expense, whatsoever arising from use, or loss of use, of data, arising out of or in connection with the use of any Portal(s) owned by ICAR or any of its Institutes.

2.6 Continuity of Provision: The data provider(s) will strive for continuously updating the data concerned, as new data regarding the same becomes available. However, the data provider(s) do not guarantee the continued supply of updated or up-to-date versions of data, and will not be held liable in case the continued supply of updated data is not provided.

2.7 No liability for third Party links: Catalogues and Links to other websites that have been published through this Platform are provided for public convenience only. The Portal(s) is/are not responsible for the content or reliability of linked websites and does not necessarily endorse the view expressed within them. We cannot guarantee the availability of such linked pages at all times.

3. Indemnity

Data user indemnifies and releases ICAR against all claims, demands, suits, liability, loss or expense arising directly or indirectly from:

- (a) Use of the Data;
- (b) Third party use of any Data or other products derived from the Data; and
- (c) Any breach of this Agreement /license by the data user.

4. Exemptions

The license does not cover the following kinds of data

- Personal information (which will be confidential and will not be shared/to be used);
- Data that the data provider(s) is not authorized to license, that is data is non-shareable and/or sensitive;
- Names, crests, logos and other official symbols of the data provider(s);
- Data subject to other intellectual property rights, including patents, trade-marks and official marks;

- Military insignia;
- Identity documents; and
- Any data that should not have been publicly disclosed for the grounds provided under section 8 of the Right to Information Act, 2005.

5. General

5.1 Governing Law: This licence will be governed by the applicable laws of India.

5.2 Variations to be in writing. This licence may not be varied except in writing.

5.3 Disputes. These terms and conditions shall be governed by and construed in accordance with the Indian Laws. Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the courts at New Delhi. If there is a dispute between ICAR/Institutes and the data user that cannot be resolved then the matter must be referred to the sole arbitrator appointed by Director General, Indian Council of Agricultural Research for arbitration in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The decision of the arbitrator (including any award as to costs) will be final and binding.

5.4 Legal Notice and Disclaimer for Media Releases: Media releases has been made for the purpose of providing general information and should not be relied on in substitution for individual professional advice. Use of our Media Releases is also subject to our Legal Notice and Disclaimer.

5.5 Change in Terms and conditions: Terms and conditions of this License may be changed depending upon the requirement and the policy of "Council". Data user should verify the terms of use from time to time.

6. Copyright notice

© Indian Council of Agricultural Research

- 6.1 Copyright in the material available at this site is owned by the Indian Council of Agricultural Research (ICAR), India and third parties and may only be used in the ways described in this Copyright Notice:
- 6.2 The text and images in media releases are ICAR copyright. They may be used without further permission for the reporting of news and for private purposes.
- 6.3 Images may not be used in connection with other news items that have no direct connection with the text of this media release. Images used must have "©Copyright ICAR India, (date of first publication)." displayed on or adjacent to the image.
- 6.4 Data user may take temporary copies necessary to browse this site on screen.
- 6.5 Unless otherwise stated, data user may download or print a single copy of ICAR copyright material for research or personal non-commercial use; and
- 6.6 Data user must not change any of the material or remove any part of any copyright notice;
- 6.7 The material may be properly cited wherever used;
- 6.8 Data user are also directed to the Legal Notice and Disclaimer which contains important information for visiting and use of this site.
- 6.9 For Copyright details for other material in this ICAR or Its Institutes website please refer to ICAR Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization (<http://www.icar.org.in/en/node/401>).

Requests for further use should be directed to:

DDG(NRM)/ DDG(Education), Indian Council of Agricultural Research;

Email: ddg.nrm@icar.gov.in; ddg.education@icar.gov.in