



MILFORD HAVEN WATERWAY  
ENVIRONMENTAL SURVEILLANCE GROUP

GRŴP CADW GOLWG AMGYLCHEDDOL  
AR DDYFRFFORDD ABERDAUGLEDDAU

% Port of Milford Haven Gorsewood Drive Hakin Milford Haven Pembrokeshire SA73 3ER

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## Data Licence Agreement for use of Milford Haven Waterway Environmental Surveillance Group Data

### Section 1 – General Conditions

The Milford Haven Waterway Environmental Surveillance Group (hereinafter referred to as the MHWESG) requires all users wishing to use its copyright and database right material (the 'Data') to complete a Data Licence Agreement.

This Data Licence Agreement is between the Milford Haven Waterway Environmental Surveillance Group (the Licensor) and the data recipient (the Licensee).

Use of the Data expressly made available under this Agreement indicates the Licensee's acceptance of the conditions below.

MHWESG grants the Licensee permission to use the Data subject to special conditions in section 2.

#### **Subject to special conditions in Section 2, the Licensee is permitted to:**

- use the data internally for the project named in section 2 only,
- provide the data externally to any person sub-contracted in support of the project named in section 2, provided the Licensee has received written consent from MHWESG. It is the responsibility of the Licensee to ensure that any sub-contractors adhere to the General Conditions and Special Conditions of the Data Licence Agreement,
- use the Data for a limited term only. This Agreement ends on the termination date given in section 2. On, or before this date, the Data held by the licensee, or their subcontractors, must be permanently deleted (or returned if appropriate), along with any copies,
- make full or partial copies of the Data for back-up purposes only and retain these until the Date of Termination of this Agreement, provided such copies are labelled clearly with notice of MHWESG ownership and the Date of Termination of the Data Licence Agreement,
- produce maps and graphical visualisations from the data for use in reports, publications and presentations, provided that there is acknowledgement of the MHWESG as data owners, and also to the authors of the data,



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**As signatory to this Data Licence Agreement, the Licensee accepts that:**

- the MHWESG reserves all rights of copyright and ownership to the Data set out in this Agreement,
- this Data Licence Agreement does not permit publishing the Data in its entirety, either electronically or in any other medium.
- any Data provided as part of this Data Licence Agreement is without warranty of any kind, either express or implied and the MHWESG does not make any warranties or representations as to the accuracy or completeness of the information contained. Use of the information is at a user's sole risk. Under no circumstances shall MHWESG or its members be liable for any loss, damage, liability or expense incurred or suffered which is claimed to have resulted from use of this information. Under no circumstances, including, but not limited to, negligence, shall MHWESG be liable for any direct, indirect, incidental, special or consequential damages,
- the Licensee must include a citation to the data in the bibliography of all products of the data, e.g. presentations, publications, graphics etc.,
- the Licensee must provide the MHWESG with the metadata of publications, presentations, maps or graphical visualisations which refer to the data that is the subject of this Agreement on or before the Date of Termination of the Agreement,
- the data is not permitted to be used for any project that is not named in section 2,
- the data is not permitted to be passed to any third party who is not sub-contracted for the purpose of the project named in Section 2,
- the data is not permitted to be used after the Date of Termination of the Data Licence Agreement.
- failure to comply with any of the above conditions will lead to termination of the Data Licence Agreement.

## Section 2 – Datasets and Special Conditions

This Data Licence Agreement applies to the datasets listed in Table 1. The Project for which each dataset is to be used is to be identified, as well as the start and finish date of the Licence Agreement.

Table 1.

<b>Dataset Ref. No.</b>	<b>Name and description of Datasets</b>	<b>File/Format type</b> e.g. Word, Excel, GIS files, PDF etc	<b>Project for which the data is to be used</b> include brief description of project e.g. EIA for marina, inclusion in marine licence application, scientific paper	<b>Licence Start Date</b>	<b>Licence *Finish Date</b>
1					
2					
3					

**Add/delete rows as required.**

\* It is advisable to license for the anticipated period of the project plus a 6 month buffer.



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Further details, restrictions and special licensing conditions are listed for the dataset(s) in Table 2 below:

Table 2.

<b>Dataset Ref. Number:</b>	<b>Special Licensing Conditions</b>
<b>Example:</b> Smith, J and Hobbs, G (1994)	<p><b>Further detail in relation to Smith, J and Hobbs, G (1994).</b> Note page 42 of Little (2017) report which highlights issues with Cu data in Smith &amp; Hobbs 1993 data. This illustrates a wider issue that David Little has highlighted in development of a timeline of contaminants for the Milford Haven Waterway in that:</p> <p><i>‘Different methods for analysing sediment contaminants give different results, so that when monitoring methods change over the years it is difficult to compare current concentrations with those recorded in the past. This project inter-calibrates past and present methods for total hydrocarbon concentration (THC) and trace metals. The conversion of older data creates a reliable baseline for future comparison and in environmental assessments.’</i></p>
<b>Example:</b> Annie Haycock wetland bird report series	<p>The data used in this report were collected by volunteers as part of the British Trust for Ornithology’s Wetlands Bird Survey (WeBS). The data are summarised in this report to provide an overview of the status of wetland birds in the Milford Haven Waterway and Daugleddau Estuary. The data are not owned by the MHWESG. Anyone wishing to refer to the data for official regulatory purposes e.g. Environmental Impact Assessment, public inquiries etc.) needs to submit a data request for official WeBS data - please visit <a href="http://www.bto.org/webs-data">www.bto.org/webs-data</a>.</p>
<b>Example:</b>	<p>A Special Licence has been requested to include certain reports in their entirety in the appendices of an EIA.</p>

Add/delete rows as required



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## Section 3 – Agreement

### The Parties

Milford Haven Waterway Environmental Surveillance Group, Port of Milford Haven,  
Gorsewood Drive, Hakin, Milford Haven, Pembrokeshire SA73 3ER (“the Licensor”) (1) and  
..... whose registered or principal office is  
..... (“the Licensee”) (2)

	Licensor	Licensee
Name of Contact:		
Job Title:		
Telephone / Mobile:		
Email:		
Address:		
Authorised Signature:		
Name & title of post of signatory (if different to Contact above)		
Date:		



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## Appendix – Definition of Terms

In this licence, the terms below have the following meanings:

### **‘MHWESG’**

is the acronym for the Milford Haven Waterway Environmental Surveillance Group.

### **‘Use’**

as a verb, means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes copying and distributing (the exception being reproducing and distributing the data in its entirety), and adapting and modifying as may be technically necessary to use it in a different mode or format.

### **‘Licensee’**

means the natural or legal person, or body of persons corporate or uncorporate, acquiring rights under this licence.

### **‘Licensor’**

is the Milford Haven Waterway Environmental Surveillance Group, and which has exclusive legal rights over the data that is subject to this Data Licence Agreement.

### **‘Data’**

means data protected by copyright or by database right offered for use under the terms of this licence. ‘Data’ refers to both MHWESG commissioned reports and underlying data.