

# ILRT User License

## Terms and Conditions

Last updated: 28/08/2020

### **1 The Tool**

#### **1.1 Parties**

This LNG Ready Terminal tool has been developed by the IAPH Clean Marine Fuels working group (the Working Group). IAPH provides the Tool to the User on the Terms of this Agreement. Although the Tool has been developed by the Port Authorities, other competent authorities (national agencies, coast guards, waterway managers, etc.) are encouraged to use the Tool as well.

#### **1.2 Acceptance**

Any use of, or access to the Tool by the User constitutes acceptance of the Terms.

#### **1.3 Right to Use**

IAPH grants to the User a worldwide, non-exclusive, non-transferable right to use the Tool and the Documentation for its internal business purposes.

#### **1.4 Fees**

The Tool is distributed by IAPH free of charge.

#### **1.5 Distribution**

The Tool is distributed by IAPH. The Tool can be included in non-commercial and free-of-charge publications by third parties with prior written approval by IAPH.

#### **1.6 Reference**

In case the Tool is mentioned in any kind of publication, reference should be made to the version, the authors (the Working Group) and the publisher (IAPH).

### **2 Use of the Tool**

#### **2.1 Purpose**

The objective of the Tool is to provide guidance to port authorities and terminals on issues they must consider to achieve a proper terminal preparedness level for LNG fuelled vessels. Terminal

safety management systems and the results of safety studies carried out by the terminals will always take precedence.

## **2.2 Adjustment and enhancement**

The User is not allowed to make adjustments to the Tool. Any suggestions for adjustment or improvement should be addressed to the Working Group.

Content may not be changed or removed. Additional items may only be added if clearly identified as additional. If changes have been made to the tool, the IAPH logo and other logo's must be removed and replaced by a reference to IAPH.

## **2.3 Translations**

Translations of the tool are allowed. If the tool has been translated, the IAPH logo and other logo's must be removed and replaced by a reference to IAPH, unless the translation has been verified by IAPH.

## **2.4 Usage terms**

Instructions on how to use the tool can be found in the explanatory document.

# **3 Intellectual Property Rights**

## **3.1 Ownership and use of Intellectual Property Rights**

Other than as provided in this clause (Intellectual Property Rights), nothing in these Terms shall transfer ownership of Intellectual Property Rights or otherwise grant any Intellectual Property Rights to a party.

## **3.2 Ownership of the Tool**

In using the Tool, the User does not obtain any ownership or interest in the Tool and the User acknowledges that IAPH holds all Intellectual Property rights in the Tool and in any enhancement or modification of the Tool under these Terms.

## **3.3 Results**

IAPH acknowledges that the User is the owner of the Results that are obtained by using the Tool. The User provides IAPH with a license to use the Results for enhancement or modification of the Tool.

## **3.4 Accuracy**

The Tool contains references to external sources that are not provided or maintained by or in any way affiliated with IAPH. Therefore IAPH does not guarantee the accuracy, relevance, timeliness, or completeness of any information in these external sources.

## **4 Confidentiality**

### **4.1 Treatment of Confidential Information**

Each party acknowledges that the Confidential Information of the other party is valuable to the other party. Each party undertakes to keep the Confidential Information of the other party secret and to protect and preserve the confidential nature and secrecy of the Confidential Information of the other party.

## **5 Liability and indemnity**

### **5.1 Liability**

Neither party will be liable to the other party under or in respect of this Agreement for any consequential loss arising from negligence or breach of contract.

### **5.2 Indemnity**

IAPH will not defend the User against claims brought against the User by any third party alleging that the User's use of the Tool infringes or misappropriates any Intellectual Property Rights.

## **6 Personal Data Privacy Policy**

### **6.1 Data use**

The only personal data collected by the IAPH are the data provided by the user when downloading it. The personal data will only be used by the IAPH for the sole purpose to contact the downloader for update information, demands for feedback on the tool's content and/or ask for involvement in the Working Group.