

# IAT-LNG User License

## Terms and Conditions

Last updated: 27/09/2018

### **1 The Tool**

#### **1.1 Parties**

This tool has been developed by the IAPH working group on LNG fueled vessels, as from October 2018 the working group on Clean Marine Fuels (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 IAPH Audit Tool is distributed by IAPH free of charge.

#### **1.5 Distribution**

The IAPH Audit 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 IAPH Audit 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 IAPH Audit Tool for LNG Bunker Facility Operators is to support port authorities in their decision-making process of issuing a license to operate in the port to a LNG

bunker facility operator. As such, the tool supports a systematically and independent process for obtaining audit evidence and objectively assessing facts in order to determine the extent to which pre-defined system safety criteria have been met.

The objective of the audit is to find audit evidence (i.e. the facts) on the LNG BFO's implementation of internal and external processes that ensure safe and environmental friendly ship-to-ship LNG bunker operations, including the way these system-based processes are organized, taking into account risk and quality management, and the way these processes are continuously improved.

## **2.2 Adjustment and enhancement**

The User is not allowed to make adjustments to the IAPH Audit 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 IAT logo 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 IAT logo 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 description 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 IAPH Audit 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.