

Terms and Conditions of Use

Definitions

“Data ” – passport, characterization, evaluation, and associated information including environmental information that can be derived for accessions that include collection site geo-references;

“Portal” – also referred to as GENESYS Information Portal or simply as GENESYS, means the online mechanisms to enable end users to access and use the Data.

“You” - means a person exercising rights under these Terms and Conditions of Use with respect to the Portal, or who has received express permission from Bioversity International to exercise rights under these Terms and Conditions despite a previous violation.

“Terms” – means these Terms and Conditions of Use.

GENESYS Portal

GENESYS is an online portal that provides information about genebank accessions to facilitate their use in plant improvement. The Portal also has the functionality to build customized queries and request samples of accessions from the holding genebanks. The principles and goals of the Portal are to make the Data open and universally accessible and available to everyone.

The Portal publishes Data supplied by external data providers in accordance with agreements between Bioversity International (“Bioversity”) and those providers.

Use of GENESYS

You are hereby granted a world-wide, royalty-free, non-exclusive licence to use the Data published on the Portal for any lawful purpose, subject to the limitations hereunder.

You may not copy, reproduce, republish, post, broadcast, transmit, or adapt, in full or in substantial part, the Contents of the Portal, in any way that would unreasonably prejudice the legitimate interests of Bioversity or compete with the Portal.

You may link to the home page of the Portal, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by You.

If You provide access to the Portal You agree to include a copy of, or this URL for, these Terms and Conditions of Use to ensure they agree to and are bound by them but without introducing any further restrictions of any kind.

You acknowledge that your access to and use of Data does not entitle you to any copyright or other intellectual property right or other proprietary interest in the Data or the Portal.

Acknowledgement of the Source

You are required to acknowledge the sources of the Data accessed through the Portal following the guidelines provided in Appendix 1.

These instructions are also available on the Portal.

For any use or redistribution of data accessed through the Portal, You must make sure that these Terms are applied to those users. To this end, You must keep intact any notices concerning the source of data that accompany data accessed from the Portal.

Future Changes to Datasets/Terms of Use

Bioversity may at any time add to, delete from, or change in any way the Portal or these Terms. Notice of changes may be posted on the home page for these datasets or these Terms. Any change is effective immediately upon posting, unless otherwise stated.

Compliance with Law

You assume sole responsibility that Your use of the Portal complies with all applicable laws and industry standards.

Warranties and Disclaimer

The information provided through the Portal is given to You “as is” and without any warranty of any kind, either express, implied, or arising by statute, custom, course of dealing, or trade usage. Any and all implied warranties or conditions of title, non-infringement, accuracy or completeness, the presence or absence of errors, fitness for a particular purpose, merchantability, or otherwise are specifically disclaimed.

Exclusion of Liability

Subject to any liability that may not be excluded or limited by law, Bioversity is not liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any use under this license, whether by You or by anyone else, and whether caused by any fault on the part of Bioversity or not. This exclusion of liability includes, but is not limited to, any special, incidental, consequential, punitive, or exemplary damages such as loss of revenue, data, anticipated profits, and lost business. This exclusion applies even if Bioversity has been advised of the possibility of such damages. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved negligence on the part of Bioversity.

Termination of Your Rights

Any breach by You of these Terms automatically terminates this license with immediate effect and without notice to you. For the avoidance of doubt, people who have received Data from You under this license will not have their licenses terminated provided their use is in full compliance with these Terms.

Unless terminated as explained above, the rights granted to You under these Terms are granted to You for the duration of applicable rights to use of the Data available in the Portal.

General

If any provision of these Terms is held to be invalid or unenforceable, that must not affect the validity or enforceability of the remainder of the Terms and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

These Terms are the entire agreement between you and Bioversity with respect to the rights granted here over the Portal. It replaces any earlier understandings, agreements or representations with respect to the Portal.

Bioversity may elect to resolve any controversy or claim arising out of or relating to these Terms or our sites by binding arbitration in accordance with UNCITRAL Rules. The place of arbitration shall be Rome, Italy, and the language to be used shall be English.

Appendix 1: GENESYS citation guidelines

When you download data from GENESYS one of the Fields will be headed INSTCODE. This refers to the FAO WIEWS Plant Genetic Resources (PGR) Institute database code which can be used to identify the institution that provided the data to GENESYS.

The URL for accessing this database is http://apps3.fao.org/wiews/wiews.jsp?i_l=EN.

Plant genetic resources accession level data provided by _____: (Accessed through GENESYS Global Portal on Plant Genetic Resources, www.genesys-pgr.org, YYYY-MM-DD)

Example:

Plant genetic resources accession level data provided by: International Center for Tropical Agriculture (CIAT), Km 17, Recta Cali-Palmira, Apartado Aéreo 6713, Cali, Colombia (Accessed through GENESYS Global Portal on Plant Genetic Resources, www.genesys-pgr.org, 2011-04-11)

