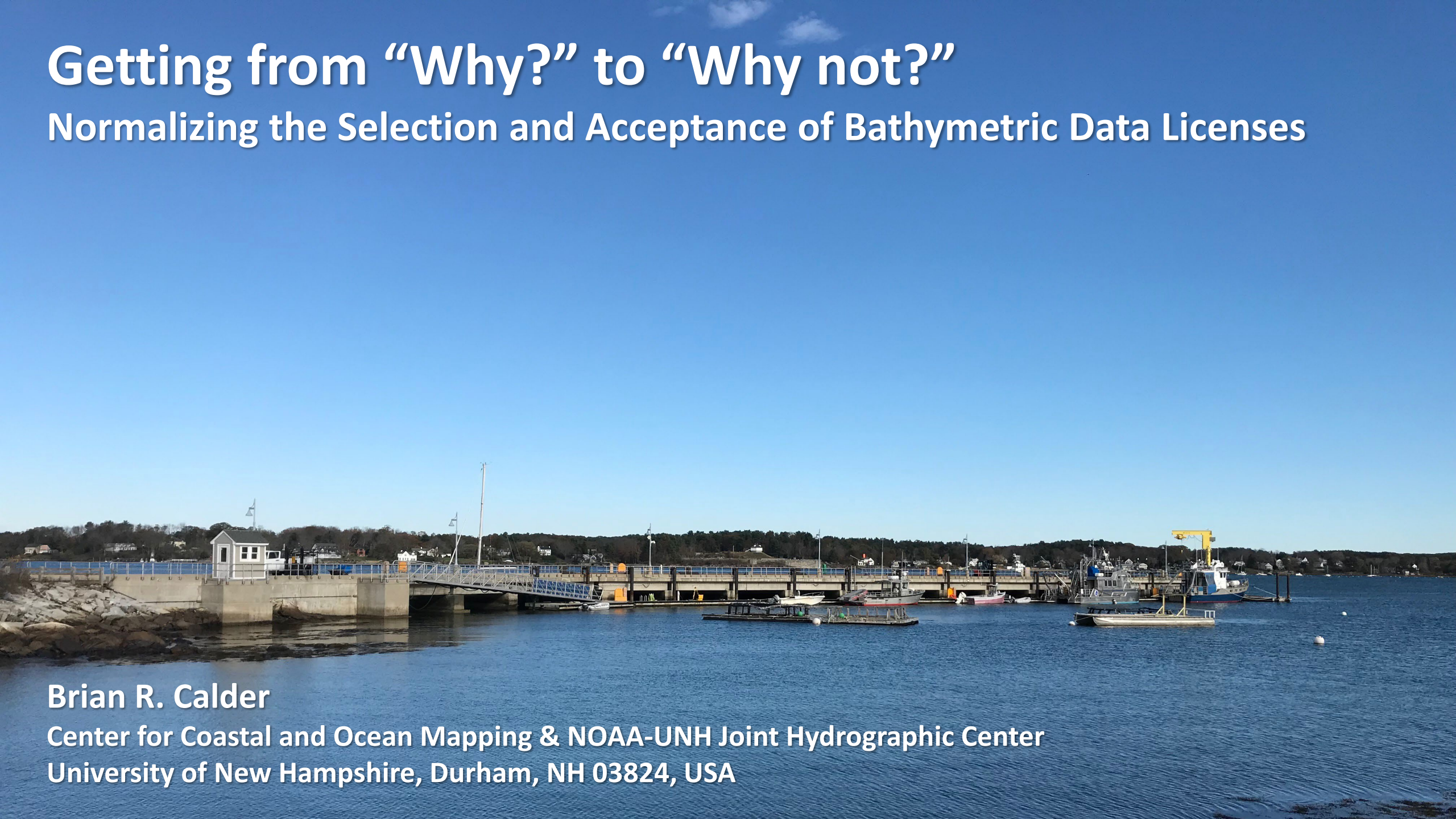
Getting from “Why?” to “Why not?”

Normalizing the Selection and Acceptance of Bathymetric Data Licenses



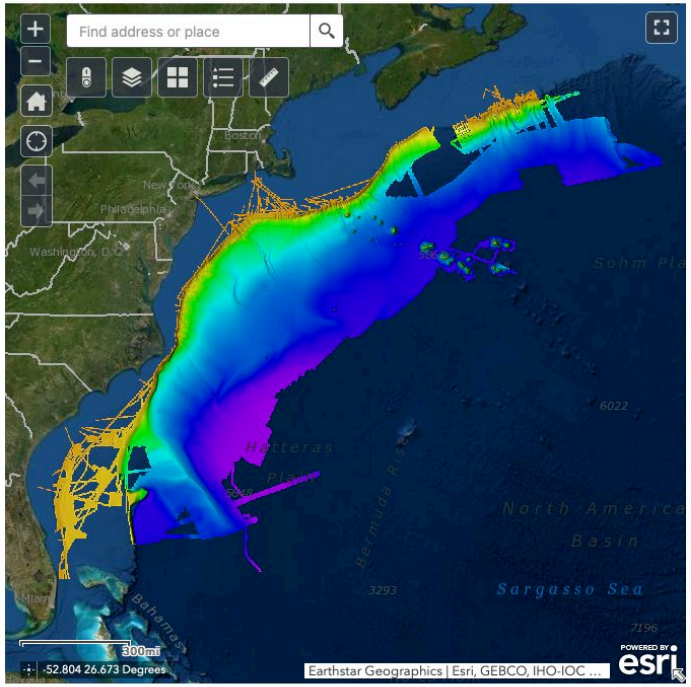
Brian R. Calder

Center for Coastal and Ocean Mapping & NOAA-UNH Joint Hydrographic Center

University of New Hampshire, Durham, NH 03824, USA

Research Areas

Atlantic Margin



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Research Areas

Autonomous Systems
Chart of the Future
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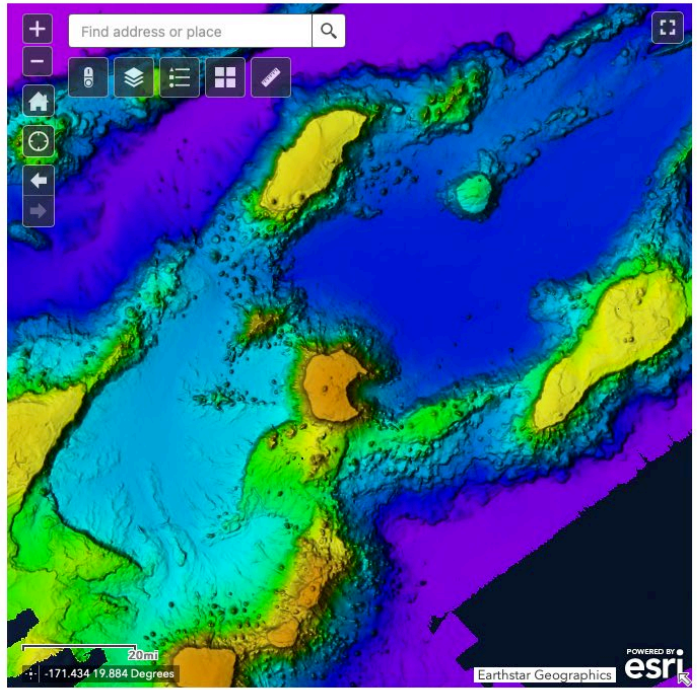
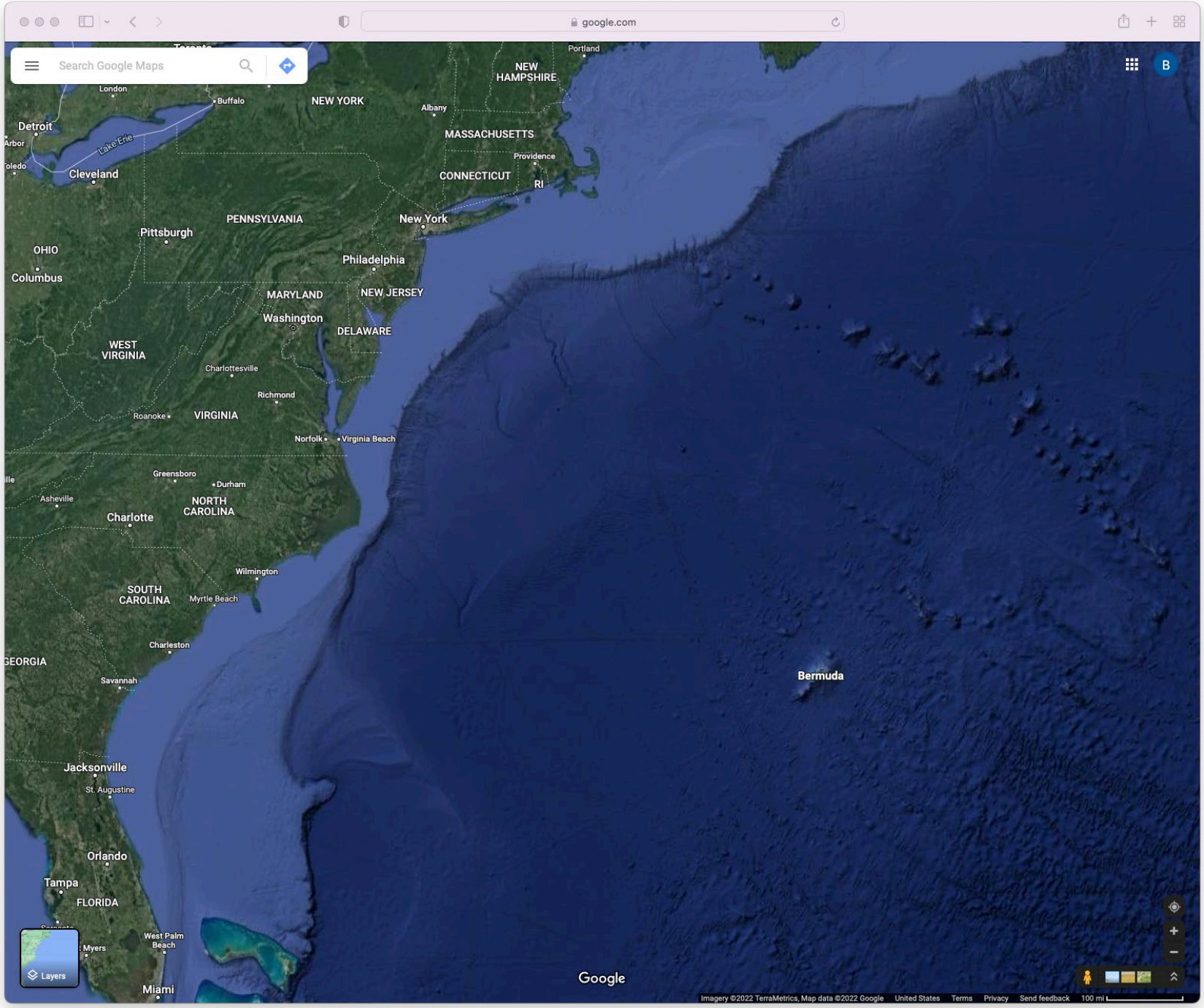
Data Processing
Data Visualization
Law of the Sea
Lidar
Seafloor Characterization
Sonar Capabilities

Necker Ridge, Pacific Ocean



View Larger Interactive Map of the Data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CHRT SOFTWARE LICENSE AGREEMENT
TERMS AND CONDITIONS

This agreement ("Agreement") is effective as of <DATE> ("Effective Date") between the University of New Hampshire ("UNH"), a body politic and corporate, organized and existing under the laws of New Hampshire, with an office at 35 Colovos Road, Gregg Hall, Durham, New Hampshire 03824, and <LICENSEE> ("LICENSEE"), a corporation having a principal place of business at <LICENSEE_ADDRESS>.

In consideration of the mutual premises and promises contained herein, the parties agree as follows:

I. Background

1.1 UNH's Center for Coastal and Ocean Mapping ("CCOM") has developed certain software, known as CHRT, with grant support from the U.S. Government.

1.2 UNH wishes to grant licenses to CHRT in order that it become available for public use and benefit.

1.3 LICENSEE has agreed to a closer relationship with UNH by participating in the Center for Coastal and Ocean Mapping Industrial Consortium [FOR NON-PROFIT, ADD: as an Associate Member].

1.4 LICENSEE wishes to acquire a license to use, develop, and market CHRT solely in the Licensed Field of Use of "hydrography/hydrographic data processing."

II. Definitions

2.1 "CHRT" means those source code and binary files as shown in Exhibit A known as CHRT, or CUBE with Hierarchical Resolution Technology, including the CHRT supporting documentation, and any other material relating to CHRT which will be provided to LICENSEE pursuant to this Agreement.

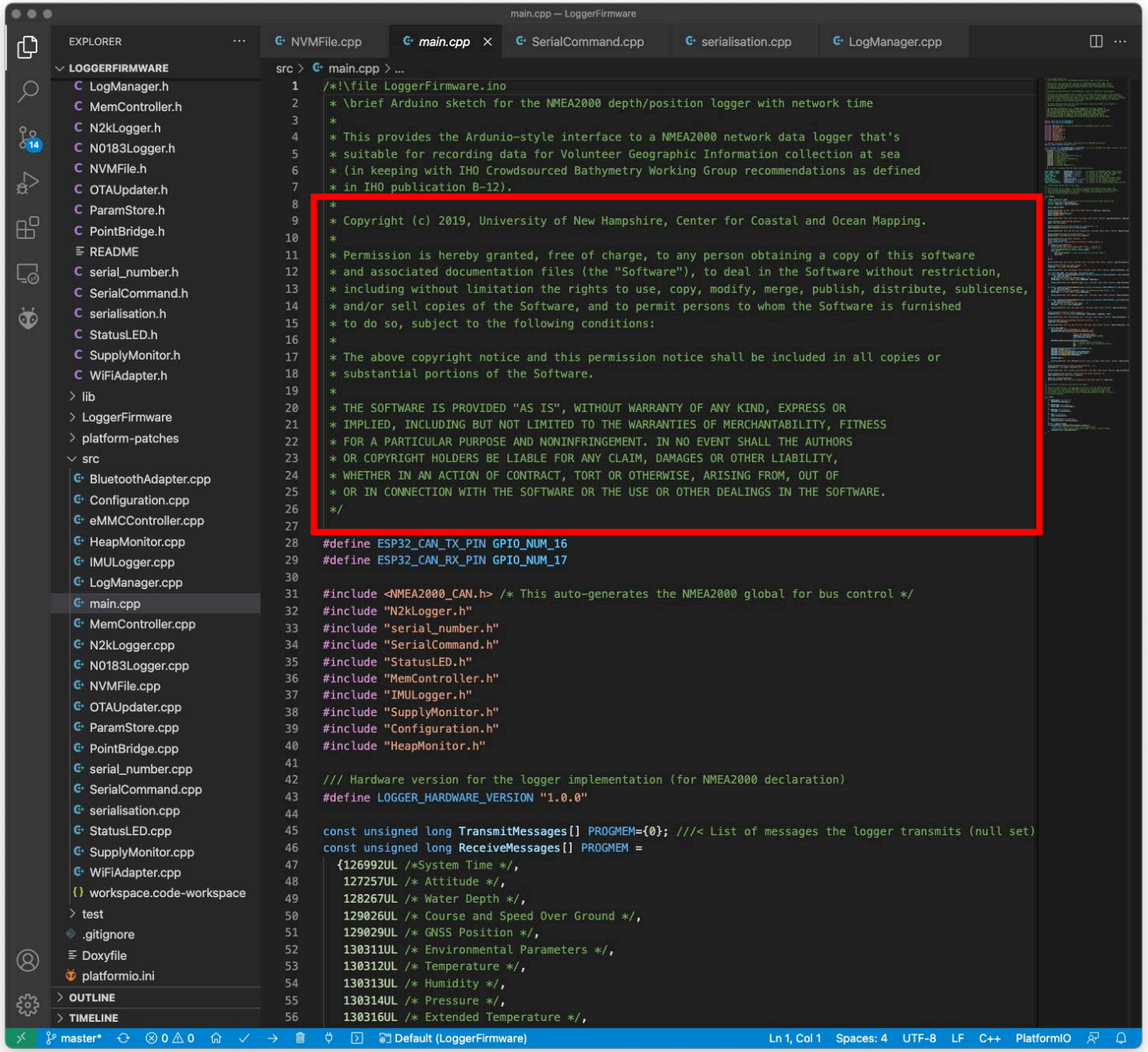
2.2 "UPDATES" mean any enhancements, improvements, and/or new releases of CHRT that UNH, at its option, may make from time to time. Hereinafter included in CHRT.

2.3 "Licensed Field of Use" means "hydrography and hydrographic data processing."

2.4 "Licensed Program" means those computer programs developed by LICENSEE in the Licensed Field of Use, including manuals and related documentation, which include a material portion of, or which are derived from, CHRT.

2.5 "Use Sublicense" means any agreement or arrangement between the LICENSEE and any other customer for use of Licensed Program.

2.6 "Licensed Royalties" means royalties due UNH by LICENSEE for a Licensed Program and royalties due LICENSEE by Sublicensee.



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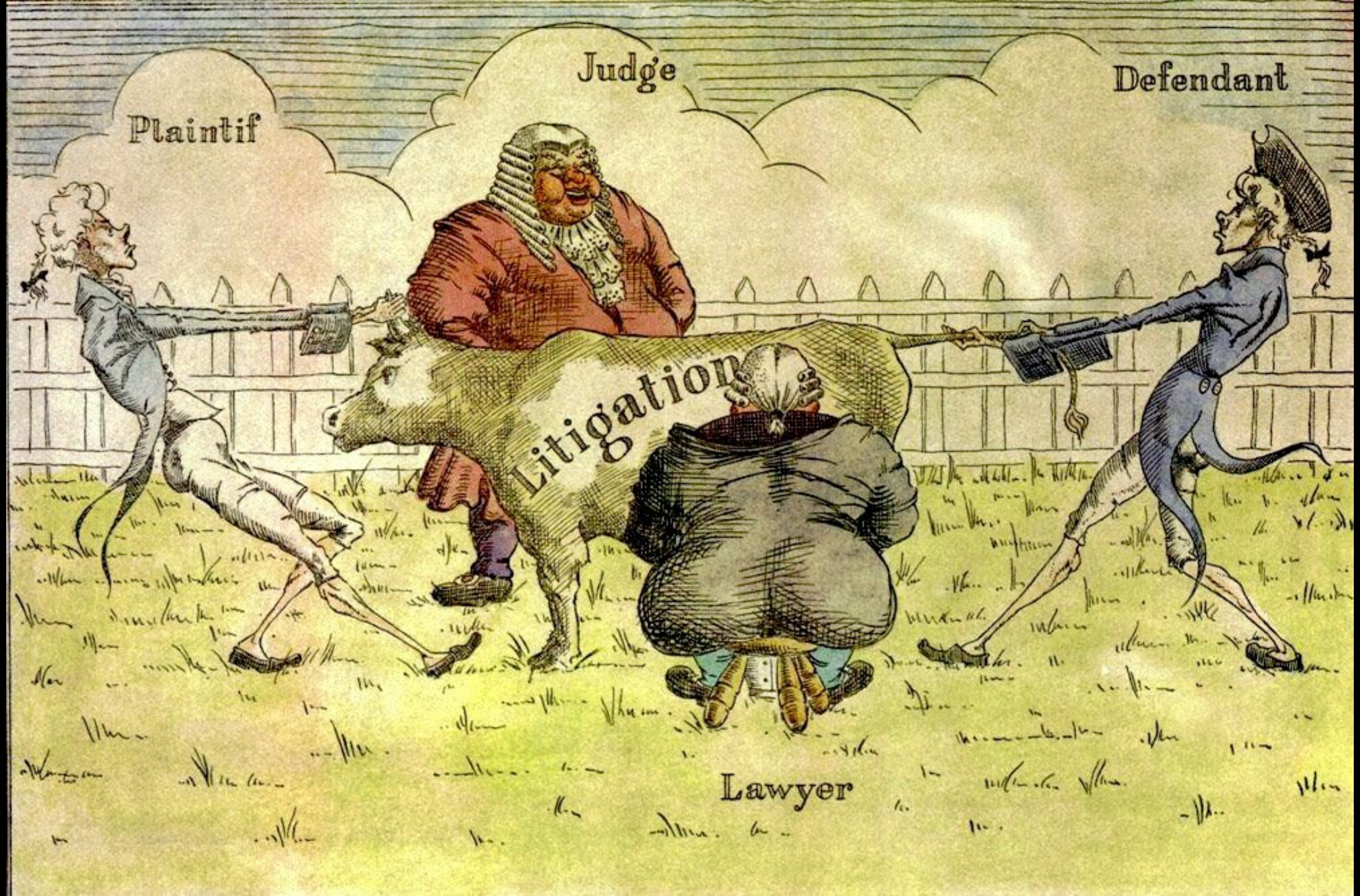
Plaintif
Judge
Defendant
Litigation
Lawyer

- Clear communication of allowed uses to the end user with minimum ambiguity
- Well-known agreement terms, already analyzed/pre-approved
- Machine-readable description of license
- Data-encoded license terms to travel with data products

Awareness

Commonality

Support

Reinforcement

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Research Professor & Associate Director

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