International Food Policy Research Institute (IFPRI) Datasets Terms of Use Statement (December 2019)

1. Description

The International Food Policy Research Institute (IFPRI) views the products of its research including research dataset(s) as global public goods and is committed to enabling their widespread distribution and use by providing unrestricted public access. This is in keeping with the IFPRI Research Data Management and Open Access (RDMOA) Policy and the CGIAR Open Access and Data Management Policy (each, a "Policy" and together, the "Policies").

IFPRI makes all its research data publicly available through the "IFPRI Dataverse." The IFPRI Dataverse houses and is comprised of datasets collected during the course of IFPRI research, including data tables in various standard formats, survey instruments, codebooks, metadata, and other associated documentation. IFPRI Dataverse is a network member of Harvard Dataverse, which is a repository for research data hosted at Institute for Quantitative Social Science (IQSS)¹, Harvard University.

IFPRI is the owner of the "IFPRI Dataverse" (sometimes referred to in these Terms of Use as the "Site"). The Communications and Public Affairs (CPA) division of IFPRI operates this Site on behalf of IFPRI. For questions pertaining to these terms of use, licenses, or concerns, please contact IFPRI-Data@cgiar.org.

In the event of any conflict between these Terms of Use and either of the Policies, the terms of the applicable Policy shall control with respect to, and to the extent of, any such conflicting terms.

2. Adoption, Acceptance, and Changes to Terms of Use

By using this Site, downloading or otherwise accessing any dataset or other materials or content made available through it, you ("you" or "user"), acknowledge that you understand and intend these Terms of Use to be the legal equivalent of a signed, written contract and equally binding, and that you accept the terms of and agree to be legally bound by these Terms of Use. IFPRI may change these Terms of Use without prior notification. However, any modifications to the Terms of Use will only be effective for the download/use of this Site subsequent to such modification. Your continued download of datasets or any other use of this Site subsequent to reasonable notice of such modification will be conclusively deemed acceptance of any such modification to these Terms of Use. You agree that notice of changes to these Terms of Use posted on this Site constitutes reasonable and sufficient notice. We consider it is incumbent upon users to read these terms to be aware of changes. At all times, you are bound by the then-current version of these Terms of Use and all applicable laws. Accordingly, we highly recommend that you review these Terms of Use from time to time to ensure that you are familiar with the most recent version.

3. Use of the Materials/Site

By using this Site or downloading, or otherwise accessing the IFPRI Dataverse, users acknowledge:

3.1 The dataset or any other materials made available through the site will be used solely for reporting aggregated information, and not for investigation of specific individuals or organizations.

-

¹https://dataverse.harvard.edu/

- 3.2 IFPRI will not be responsible or held accountable for any interpretations or conclusions that users may arrive from the use of dataset or materials available on the Site.
- 3.3 No attempt will made to re-identify research subjects from the data or materials that are accessed from the site, and no use will be made of the identify of any person, institutions or establishment discovered inadvertently. If user becomes aware of any violation of the foregoing, user will immediately report it to IFPRI-Data (IFPRI-Data@cgiar.org).
- 3.4 No attempt will be made to produce links among datasets, datafiles or any other materials that are available through this site; and the datasets, datafiles, and other materials from this site and other existing datasets/materials that are available from other organizations or accessible over the internet to identify individuals, organizations or establishments, not limited to research subjects.
- 3.5 No attempt will be made to extract information from the materials in the Site that could help user to find means of contacting any research subjects of the dataset already known to the User.
- 3.6 Any publications resulting from the use of data will cite IFPRI as the source of data in accordance with the Citation Requirement provided within each dataset.

In addition, you may not use Content in any manner that suggests the endorsement or association of any third-party entity, person, product or service by IFPRI unless express written permission has been given by IFPRI in advance. Except as expressly permitted hereunder in Section 4, you may not under any circumstances: (a) copy, print or download in any medium all or substantially all of the Content; (b) modify any Content; or (c) copy, distribute, or reverse engineer any underlying software code for this Site and/or Content. Unless and except as otherwise expressly permitted by these Terms of Use, you may not access, copy, reproduce, modify, create derivative works of, alter, publicly distribute, republish, upload, post, transmit, publicly perform or display, license, transfer, sell, mirror, frame, "deep link," "scrape," data mine, or otherwise use any information or material obtained from or through this Site, without written permission from IFPRI. You may not remove or obscure any copyright notices or other notices of intellectual property rights from this Site or any content available on or through this Site. Any unauthorized use of this Site or the Content will terminate the permission granted by these Terms of Use and may violate applicable laws, including copyright, trademark, database laws, and commercial regulations and statutes.

In addition to Third-Party Materials (as described in Section 6), there may be certain Content that may have more restrictive terms of use (e.g., particular datasets, including those related to the "Africa RISING" program, that may have timing and other restrictions, such as when IFPRI may first make the relevant data generally publicly available). In such case, users shall at all times comply with any and all such additional restrictions, and shall not attempt to circumvent any relevant technical, administrative or other security measures, or otherwise seek to obtain unauthorized access to such Content.

4. Copyright and Licenses

IFPRI is the owner of the datasets that are produced by IFPRI. In addition, IFPRI is the owner of this Site, and the data, datasets, and other content provided on this Site (all such content collectively, the "Content") are the exclusive property of IFPRI and/or its affiliates, or are used with permission from third-party licensors, and are protected by law, including United States copyright, database, trade secret, and trademark law, as well as other state, national, and international laws and regulations.

Except as expressly provided in these Terms of Use, IFPRI does not grant any express or implied rights to you. IFPRI owns copyright rights in this Site as a collective work and/or compilation, and in its datasets accessible on or through this Site.

Except where there is a statement that a non-CC license is being used, materials will be made available under the Creative Commons Attribution 4.0 International (CC-BY-4.0). This license contains permission to reuse, distribute, and reproduce content even for commercial purposes. IFPRI grants this license under the condition that any reuse will contain attribution of the content to IFPRI and any named authors of the dataset in the form of citations as per applicable industry standards and best practices for citing data, or as otherwise acceptable to IFPRI in its reasonable discretion. Notwithstanding the foregoing, IFPRI reserves the right, in its reasonable discretion to choose not to be associated with certain reports and other products that cite the relevant data, and in any such event, IFPRI may notify the user, and the user shall promptly comply with IFPRI's requests related thereto.

5. Attribution for Adaptations and Derivatives

5.1. Attribution

Regardless of any other license terms governing the use of a dataset, any use of the dataset or their content must be attributed with proper citation according to recognized citation format standards to include: authorship, year, title of the dataset, publisher, and reference URI (Uniform Resource Identifier).

5.2. Adaptations

Except as otherwise specified by IFPRI, if you use a dataset from this Site under CC BY or any other license that permits you to make adaptations, you must add (after the attribution language) the following explanation to the adaptation that you create:

"This data was provided by the International Food Policy Research Institute (IFPRI). IFPRI bears no responsibility for the analyses or interpretations of the data presented here."

6. Third Parties

In general, no matter what license applies to each particular dataset, there may be links or references on this Site to third parties and material owned (in whole or in part) by third parties, including datasets that may have more restrictive terms of use. IFPRI therefore does not warrant that the use of any third-party-owned datasets, individual components/elements, data, or other material contained or otherwise made available on or through this Site (collectively "Third-Party Materials") will not infringe on or otherwise violate the copyright or other rights of third parties. The risk of claims resulting from such infringement or other violation or unauthorized use rests solely with users of this Site. If you wish to reuse any such Third-Party Materials, it is your responsibility to determine whether permission is needed for that re-use and to obtain permission from the applicable owner. Any descriptions of, references to, or links to third parties or third-party products, publications or services does not imply endorsements of any kind, unless expressly stated by IFPRI. IFPRI expressly disclaims any responsibility for the content, the accuracy of the information, and/or quality of products or services provided by or otherwise made available by such third parties (including the Third-Party Materials, and any information and materials on any third-party sites).

7. Non-endorsement

Nothing in these Terms of Use or on this Site shall be construed as granting you any right or license to use any trademarks, service marks or logos displayed on the Site. Unless otherwise noted, INTERNATIONAL FOOD POLICY RESEARCH INSTITUTE, IFPRI, IFPRI DATAVERSE, and other brands and logos featured on this Site constitute IFPRI's trade/service marks. You agree not to: (a) use or register any name, logo or insignia of IFPRI or any of its projects for any purpose including publicity releases, advertising or email communications or in any other manner, including customer lists, without securing prior written approval of the Communications and Public Affairs (CPA) Director or Director General (DG) of IFPRI; (b) challenge or contest the validity or IFPRI's ownership of such trademarks, any of the Content, or any other IFPRI intellectual property; or (c) assist any third party in doing so.

This Site may also include the product, service and company names, as well as logos, of third parties. Such third-party designations are the trade/service marks of their respective owners, and may not be used without the prior written permission of their respective owners.

8. Indemnification

The user shall indemnify and hold harmless IFPRI, its affiliates and related organizations, and each of their respective officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, judgments, settlements, costs and expenses (including reasonable attorneys' and professionals' fees and court costs arising out of any third-party claims based on (a) the use or misuse of this Site or data or any other materials or Content made available through this Site; (b) any changes made by the user to the downloaded data; (c) any breach by the user of any of the term and conditions of these Terms of Use; (d)) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, including but not limited to any breach by you of these Terms of Use.

9. Disclaimers and Limitation of Liability

IFPRI PROVIDES THE DATA AND OTHER MATERIALS ON THE IFPRI DATAVERSE AND ALL CONTENT ON AN "AS IS," AND "AS AVAILABLE" BASIS, AND IFPRI EXPRESSLY DISCLAIMS ALL WARRANTIES REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY IFPRI, WITH RESPECT TO ALL SUCH DATA AND OTHER CONTENT (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ACCURACY, TIMELINESS, AND COMPLETENESS) TO THE MAXIMUM EXTENT ALLOWED BY LAW. IFPRI FURTHER DISCLAIMS, AND SHALL HAVE NO LIABILITY FOR, ANY ERRORS, OMISSIONS, INACCURACIES, OR INTERRUPTIONS IN THE DATA, ANY OTHER CONTENT, OR THIS SITE. USERS SHALL NOT MAKE ANY STATEMENT REGARDING THE USE OF THE IFPRI DATAVERSE THAT IS CONTRADICTORY TO OR INCONSISTENT WITH THE FOREGOING STATEMENTS. IN NO EVENT SHALL IFPRI BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER OR RELATING TO THESE TERMS OF USE, OR FOR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IFPRI SHALL NOT BE LIABLE TO ANY THIRD PARTIES FOR ANY CLAIM OR DEMAND BASED ON OR RELATING TO THESE TERMS OF USE, OR USE OF THE IFPRI DATAVERSE.

TO THE EXTENT PERMITTED BY LAW, IFPRI DISCLAIMS LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR ACCESS OR USE OF THIS SITE AND ITS CONTENT.

10. Misuse

IFPRI reserves the right in its sole discretion to cancel or suspend access to the dataset or any material in the IFPRI Dataverse or any other Content, or terminate these Terms of Use, at any time and for any reason, including but not limited to the following reasons: violation of these Terms of Use; violation of intellectual property rights; misrepresentation of identity; protection of this Site from perceived threats electronic or otherwise; and illegal activity on this Site.

11. Use of Your Data

The IFPRI Dataverse is a network member of the <u>Harvard Dataverse</u>. <u>Harvard Dataverse Privacy Policy</u> explains what information are collected through this application and how this information is handled. This policy also applies to the IFPRI Dataverse and this Site. Further when guestbook feature is activated for the data and materials that you are downloading through the IFPRI Dataverse, users are required to provide some information including name and email. This information resides in the server of Harvard University and is also available to IFPRI (e.g., the Dataverse administrator and curator). IFPRI will implement and maintain procedures to protect your information that is downloaded from the guestbook. IFPRI is fully committed to safeguarding the privacy of our users. Please see <u>IFPRI's Privacy Policy</u> for information regarding the use and handling of personal information. These privacy policies are made a part of, and incorporated by reference into, these Terms of Use.

12. Miscellaneous

Except as permitted under Section 4, the user may not assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect outside of the terms described within these Terms of Use. In any action or proceeding to enforce rights under these Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees.

Failure to insist on strict performance of any of the provisions of these Terms of Use will not operate as a waiver of any subsequent default or failure of performance. No waiver by IFPRI of any right under these Terms of Use will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. Any rights not expressly granted under these Terms of Use are reserved by IFPRI. These Terms of Use shall be governed by the laws of the District of Columbia without reference to its conflict of law principles. The parties hereby consent to the jurisdiction of the courts located in Washington, D.C. in any action arising out of or relating to these Terms of Use, and agree that any action arising out of or relating to these Terms of Use shall be maintained in the same jurisdiction.

No joint venture, partnership, employment, agency or other relationship exists between you and IFPRI as a result of these Terms of Use or your use of this Site. If any provision of these Terms of User is held unlawful, void or unenforceable for any reason by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use shall continue in full force and effect.