

## MGIS Portal Terms and Conditions of Use

### Definitions

“Data” – Photos and passport, characterization, evaluation information concerning *Musa* spp. and any associated information including environmental information that can be derived for accessions that include collection site geo-references.

“Portal” – also referred to as MGIS web site, means the online mechanism 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.

### MGIS Portal

MGIS is an online portal that provides information about *Musa* genebank accessions to facilitate their use. The Portal also has the functionality to build customized queries and request samples of accessions from the ITC genebank. 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 MGIS

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, delete, or change the Portal or these Terms. Notice of changes may be posted on the home page for these datasets or this page. 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 the information, the whole or a substantial part of the Data, or the information as part of a collective database 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 information 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.

If you are in breach of these Terms, you will not be entitled to rely on the provisions of these Terms or to complain of any breach by Bioversity.

These Terms expressing all rights and obligations in relation to the licence granted to You by Bioversity takes effect in and will be governed by the laws of Italy where Bioversity operates from.

### **Appendix 1: MGIS citation guidelines**

When you download data from MGIS 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 MGIS.

The URL for accessing this database is [http://apps3.fao.org/wiews/wiews.jsp?i\\_l=EN](http://apps3.fao.org/wiews/wiews.jsp?i_l=EN).

*Plant genetic resources accession level data provided by \_\_\_\_\_: (Accessed through MGIS, <http://www.crop-diversity.org/banana>, YYYY-MM-DD)*

Example:

*Plant genetic resources accession level data provided by: International Institute of Tropical Agriculture (IITA), Nchia-eme, Port Harcourt, Nigeria (Accessed through MGIS, <http://www.crop-diversity.org/banana>, 2011-11-18)*



**Enhances Knowledge  
of  
Banana Diversity**