

MACHU GIS

THIRD PARTY SERVICE AGREEMENT

Version 2013/01/11

BY REGISTRATION AS CLIENT FOR MACHU GIS, CLIENT ACCEPTS THE TERMS OF THE SERVICE AGREEMENT AS LISTED IN THIS DOCUMENT

The State of the Netherlands, founded in The Hague, The Ministry of Infrastructure and Environment, the Public Works and Water Management Agency (Rijkswaterstaat), represented by the Director DICT of Rijkswaterstaat Data-ICT-Dienst, from here on called: SUPPLIER

and

Organisation representative as registered on the MACHU registration form, requesting a user account for MACHU GIS, from here on called: CLIENT

Consider:

- The Ministry of Infrastructure and Environment has established an internet web application, enabling the access to geodata of the MACHU project inside and outside the Ministry of Infrastructure and Environment. This facility, called hereafter MACHU GIS, is managed by:
 - Functional management: Rijkswaterstaat Dienst Verkeer en Scheepvaart
 - Technical management: Rijkswaterstaat Data-ICT-Dienst
 - Application management: Rijkswaterstaat Data-ICT-Dienst

MACHU GIS has been developed within the framework of the EU Culture 2000 project MACHU (Managing Cultural Heritage Underwater). The main purpose of MACHU is to open up the information of the cultural underwater heritage to scientists, decision makers and the general public. The MACHU GIS is to address scientists as well as policy makers. This web application has been built in close cooperation with the Cultural Heritage Agency of the Netherlands (RCE), project manager of the MACHU project.

- CLIENT wishes to access and use the MACHU GIS.
- SUPPLIER AND THE RCE account that the access and use of MACHU GIS by the CLIENT serves the purpose of the European MACHU project

- SUPPLIER accounts that inappropriate or imprudent use of the MACHU GIS by the CLIENT, could lead to damage to the national underwater heritage of the partner countries, participating in the EU MACHU project. Therefore an agreement is needed to secure the just use of the application and the handling of the acquired data.

DECLARE TO AGREE AS FOLLOWS:

1. Concepts and references

In this agreement, the following concepts, typed in small capitals, will be used. References to attachments of this agreement will be underlined (for example: ATTACHMENT A)

1. ATTACHMENT

Attachment to this agreement that, after being initialled by both parties, is part of this agreement.

2. SERVICE

MACHU GIS, an internet web application, enabling the access to geodata of the MACHU project inside and outside the Ministry of Infrastructure and Environment.

3. CLIENT

Registered user, listed in ATTACHMENT B, who uses the SERVICE on behalf of the organisation, also listed in ATTACHMENT B.

4. PARTNER COUNTRIES

Countries that support MACHU and contribute content for MACHU GIS.

5. INCIDENT

Disorder noticed by the Supplier or the Client.

6. MINISTRY

The Ministry of Infrastructure and Environment.

7. MALFUNCTIONING

The fact that the service rendered does not meet the functionality or the service level agreed as in ATTACHMENT A), not caused by planned maintenance.
Also: events that may cause damage to the security level of the service.

8. WEB SERVICE SUPPLIER

ICT Department (DICT) of the general Data-ICT-Service (DID) of the Public Works and Water Management Agency (Rijkswaterstaat).

9. SUPPLIER

The State of the Netherlands, founded in The Hague, The Ministry of Infrastructure and Environment, Rijkswaterstaat, the Director DICT of Rijkswaterstaat Data-ICT-Dienst.

2. Object of the Agreement

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2.1 General

2.1.1

CLIENT declares to comply with the requirements set by the SUPPLIER, in order to secure the confidentiality of the data supplied and shown in the GIS-viewer.

2.1.2

Use of the data served by the MACHU GIS application is exclusively intended for professional use of the CLIENT organisation, lining up with the intentions of the MACHU project. Any other use is illicit.

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2.2 Use of MACHU GIS

2.2.1

Only CLIENT, mentioned in ATTACHMENT B, is allowed tot use the MACHU GIS and the data served by the application.

2.2.2

CLIENT is a lawful representative of the organisation, mentioned in ATTACHMENT B.

2.2.3

CLIENT is committed to follow all directives issued by the SUPPLIER in relation to the use of MACHU GIS

2.2.4

By subscribing for MACHU GIS, CLIENT is responsible for the way the CLIENT organisation makes use of MACHU GIS and the data served by the application.

2.2.5

Publication of information derived from MACHU GIS has to be accompanied by quotation of its source (e.g. MACHU or www.machuproject.eu).

2.2.6

Publication of information derived from MACHU GIS may not lead to possible recovery of cultural heritage burial positions by non-users of MACHU GIS. Publications of recoverable positions of cultural heritage burial locations derived from MACHU GIS may only be published after explicit approval of the source (defined in the metadata of the concerning layer in MACHU GIS).

2.2.7

CLIENT will kindly provide new information to the MACHU community that has come forward by use of the MACHU GIS.

3. Duration of the Agreement

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3.1

If no use period is specified, this agreement is valid for the period of one year, starting on the date of the signing and ending the same date the next year. This agreement will be silently extended as long as the MACHU GIS application will be in operation.

Else, this agreement is valid for the period as specified at distribution of login and password of the application

4. Liability

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4.1

When CLIENT is accountably failing in complying to the requirements, resulting in damage to other CLIENTS, he is liable for the compensation of the direct or indirect damage suffered.

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4.2

Liabe damage due to failing in complying to the requirements is:

- Damage to the objects of the under water cultural heritage, due to misuse of the data served by the MACH-GIS
- Damage by acting in violation of national or international laws on the protection of Cultural Heritage

5. Confidentiality

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5.1

CLIENT will strive to comply with all the confidentiality measures mentioned in ATTACHMENT C and all other safety and security measures communicated by the SUPPLIER for the duration of this agreement.

6. Resignation and Cancellation

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6.1

SUPPLIER has the right to cancel the agreement without previous notice when CLIENT does not comply with the conditions set in the agreement.

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6.2

Resignation of the use of MACHU GIS should be reported to the SUPPLIER by letter or e-mail.

7. Transfer

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7.1

The CLIENT will not pass on the username and password, supplied by the SUPPLIER to a third party. The CLIENT will take precautions to prevent that username and password, issued by the SUPPLIER, will be known to any third party unintentionally.

ATTACHMENT A: Description of the service

- The Ministry of Infrastructure and Environment has established an internet web application, enabling the access to geodata of the MACHU project inside and outside the Ministry of Infrastructure and Environment. This facility, called hereafter MACHU GIS, is managed by:
 - Functional management: Rijkswaterstaat Dienst Verkeer en Scheepvaart
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- Users, appointed by the Client, will be issued a password and a login, to access the application
- The service level agreed is Best Effort

ATTACHMENT B: Contact and information

B-1. SUPPLIER

B-1.1. Duty, power and responsibility SUPPLIER

- Functional manager MACHU GIS
- Caring for the implementation of services from Partner Countries
- Issuing new versions of the MACHU GIS
- Issuing new confidentiality requirements

B-1.2. Helpdesk:

All contact with SUPPLIER goes through:

Service desk Data of Rijkswaterstaat:

telephone: (0031)152757700

fax: (0031) 15275 75 76

e-mail: servicedesk-data@rws.nl

B-2. CLIENT

B-2.1. Duty, power and responsibility of CLIENT:

- Acting as representative of the CLIENT organisation
- Contact with the SUPPLIER
- Implementation of the safety and security requirements

The next information should be added to the registration form:

B-2.2. Organisation details:

Name organisation:
Address:
Postal code:
City:
Country:
Telephone:
Company e-mail:
Company website:

B-2.2. Personal details:

Name:
Role:
E-mail:

B-2.4. Intended use of MACHU GIS

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B-2.5 Durance of the project (if applicable)

Start date:
End date:

B-2.6 Reference organisation (if applicable):

If the request to subscribe is made on behalf of an organisation that is already recognized by MACHU, supply contact information of this reference organisation.

Name organisation:
Name contact person:
Address:
Postal code:
City:
Country:
Telephone:
E-mail:

ATTACHMENT C: Confidentiality requirements for CLIENT

- A. CLIENT will apply the clean screen policy
- B. CLIENT will never pass on the login and password to any third party, neither colleague or nor other person, without explicit consent of the contact person
- C. CLIENT will take precautions that the login and password are not passed on to any third party, neither colleague or nor other person, unintentionally
- D. CLIENT will not pass on an URL of the WMS services presented in the application to any third party in any case.
- E. CLIENT is obliged to refrain from accessing MACHU GIS after the account period has expired.