

## LICENCE AGREEMENT FOR USE OF THE “Soils4Africa” SOIL POINT DATA [v20240926]

PLEASE READ AND REVIEW THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING AND USING SOILS4AFRICA SOIL POINT DATA. BY USING SOILS4AFRICA SOIL POINT DATA YOU (THE LICENCEE) ACKNOWLEDGE TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE

1. The Soils4Africa point data are the property of the Soils4Africa consortium, which is allowed to authorize third parties to use these data free of charge.
2. The Soils4Africa point data have been generated with a harmonised methodology for the production of statistics on soil characteristics at African level and are not meant to provide any information as to personal or land properties character. Furthermore, given the relatively limited number of points analysed and their spatial distribution, soil data distributed by the Soils4Africa consortium cannot be considered representative of local conditions and certainly not of field conditions.
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5. In any reports, including all publications and unpublished documentation, the following rules should be applied:
  - a) Any results can be published once a proper aggregation process that prevents any individual body (private person, private organisation) from being identified has been applied,
  - b) Graphical representation of individual units on a map is permitted as far as the geographical location of the soil samples is not detectable.
6. The present licence is granted free of charge.
7. This agreement shall start on the date the Licensee obtains the Soils4Africa point data from the Soils4Africa platform. There is no need for a signature of the present agreement by the Soils4Africa consortium.
8. The Soils4Africa consortium will be formally mentioned and fully acknowledged in, but not limited to, reports, articles, publications and presentations of work resulting from the use of the Soils4Africa point data as follows: "The Soils4Africa point dataset used in this work was made available by the Soils4Africa consortium through <https://www.Soils4Africa-h2020.eu/> and is part of the knowledge and information system of FNSSA (Food and Nutrition Security and Sustainable Agriculture)."
9. The Licensee can obtain information concerning the Soils4Africa point data from the Soils4Africa consortium by e-mail (info@Soils4Africa-h2020.eu). The Licensee undertakes to communicate on a regular basis to the Soils4Africa consortium any errors or omissions discovered.
10. Neither the Soils4Africa consortium, nor any person acting on its behalf, is responsible for the use which might be made of Soils4Africa point data.
11. Whereas every effort has been made to ensure the quality of the Soils4Africa point data, the Soils4Africa consortium does not give any warranty as to the completeness or accuracy of the Soils4Africa point data, nor that it is error free or of a satisfactory quality or appears precisely as described in any documentation related to the data. All other such warranties are expressly disclaimed.
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13. The Soils4Africa consortium will not be liable for any loss of use, lost data, interruption of business or incidental, special, exemplary, consequential damages of any kind, even if the Soils4Africa consortium has been advised, knew or should have known of the possibility of such damages.
14. The Soils4Africa consortium does not represent or warrant that the data will be error free or uninterrupted, or that all non-conformities can or will be corrected, or that the data are timely, accurate or complete or that are of a satisfactory technical or scientific quality.
15. In case the Licensee receives claims for infringement from third parties, the Licensee shall inform immediately the Soils4Africa consortium. The Soils4Africa consortium may at its own discretion undertake any useful change to the Soils4Africa point data in order to deliver data free from any third parties rights. In case this is not possible, the availability of the Soils4Africa point data will be stopped. In the meantime, the Licensee will reply before the Court to the claims of the third party and pay all damages and costs.
16. In the event of any claim, suit or proceeding for infringement from third parties, the Soils4Africa consortium, legally represented by the European Union, shall have the right, at its option, to assume defence of such action.
17. The Licensee shall not use any trademarks of the members of the Soils4Africa consortium as shown below (see <https://www.Soils4Africa-h2020.eu/team>).
18. The name "Soils4Africa" of the data being created by the Soils4Africa consortium, the Licensee shall not use the name of Soils4Africa without prior written authorization of the Soils4Africa consortium and shall not register the name Soils4Africa as a trademark.
19. Personal data retrieved from the Soils4Africa point data shall be processed according to [Regulation \(EC\) 45/2001](#) of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
20. Licensee is informed that its personal data may be used by the Soils4Africa consortium and automatically processed. The identifying data that Licensee may submit (The Data) will be treated in accordance with the policy on "protection of individuals with regard to the processing of personal data by the European Union institutions", based on Regulation (EC) 45/2001. It may occur that you are requested to provide certain Data such as your name, your mailing address, your e-mail address, and other data such as your country, area as well as any other information requested via a specific form. The Data will not be communicated to non-authorized third parties and will only be collected to allow you the use of the Software and for the establishment of statistics or trends. The Data will not be used for any other purposes than the indicated and will not be kept within our systems beyond the necessary timeframe to achieve this goal. Licensor will take all possible measures in order to secure the Data. However, it cannot eliminate all the risks related to the use of the Internet. Thus, at the time of submitting the Data, you must be aware that other users of the Internet can possibly manage to visualize the Data. Further to the law on private data protection, you are allowed to access, modify or to oppose yourself to any processing of your Data. To use that right, you may contact Licensor per e-mail at the following address: [info@Soils4Africa-h2020.eu](mailto:info@Soils4Africa-h2020.eu).
21. The licence may be terminated by the Soils4Africa consortium if the Licensee breaches any of its provisions. In such a case, the Soils4Africa consortium shall give the Licensee 30 days' notice and opportunity to rectify the infringement but in any case, this termination shall not prevent the Soils4Africa consortium from claiming any further damages.
22. The Licensee agrees to maintain in confidence and not to disclose to any natural or legal person and to use its best effort to prevent and protect the data and documentation and reports therefore, and all other material, know-how, information from disclosure by its agents or employees to any person, organisation or company.
23. This Agreement shall be governed by and construed in accordance with Belgian law. Any dispute, controversy or claim arising out of or relating to this Licence shall be settled before the competent courts of Brussels.
24. **THE LICENCEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE ABOVE-MENTIONED TERMS AND CONDITIONS OF THE CONTRACT**

## Reference of source (Citations)

### Full dataset:

Soils4Africa, 2025. Soil point dataset of Africa (full dataset). EU Horizon 2020 Grant agreement ID: 862900. Doi: [10.3030/862900](https://doi.org/10.3030/862900)

### Spectral data:

Soils4Africa, 2025. Soil point dataset of Africa (spectral). EU Horizon 2020 Grant agreement ID: 862900. Doi: [10.3030/862900](https://doi.org/10.3030/862900)

### Wet chemistry data:

Soils4Africa, 2025. Soil point dataset of Africa (wet chemistry). EU Horizon 2020 Grant agreement ID: 862900. Doi: [10.3030/862900](https://doi.org/10.3030/862900)

