

ILLINOIS BASIN - DECATUR PROJECT (IBDP)

CO₂ INJECTION DATASETS LICENSE

THIS IS A HUMAN-READABLE SUMMARY OF AND NOT A SUBSTITUTE FOR THE LICENSE

You are free to:

- Download and use the Licensed Material for non-commercial and commercial purposes
- Create, produce and reproduce Adapted Material
- Share the Licensed Material and/or the Adapted Material

Under the following terms:

- You may not sell the Licensed Material.
- You must give the Illinois Basin – Decatur Project and the US Department of Energy credit:
 - Illinois State Geological Survey (ISGS), Illinois Basin - Decatur Project (IBDP) CO₂ Injection Monitoring Data, April 30, 2021. Midwest Geological Sequestration Consortium (MGSC) Phase III Data Sets. DOE Cooperative Agreement No. DE-FC26-05NT42588.
- You must provide a link to these terms and conditions, include the digital object identifier (DOI) assigned to the dataset as well as a copyright notice if applicable.
- You may not share Adapted Material under a license that prevents recipients from complying with these terms and conditions.
- You shall not use the Licensed Material in a manner that appears misleading nor present the Licensed Material in a distorted or incorrect manner.

This license is based on [CC BY 4.0 license](#), two important changes are:

- The licensed material may not be sold.
- The license covers all data in the dataset whether or not it is by law covered by copyright.

ILLINOIS BASIN - DECATUR PROJECT (IBDP) CO2 INJECTION DATASETS LICENSE

TERMS AND CONDITIONS FOR USE OF LICENSE TO DATA

- 1.1 United States Department of Energy (US DOE) owns the IBDP CO2 Injection Data packages. US DOE has decided to make selected datasets available as Licensed Material, for the purpose of encouraging innovative uses of the data and knowledge development of CO2 storage technology.
- 1.2 By exercising the License and/or downloading the Licensed Material, you accept to be bound by these terms and conditions (“**the Terms and Conditions**”) as of that same time (“**the Effective Date**”).

2 DEFINITIONS

For the purposes of these Terms and Conditions, the following terms shall have the meaning stated below.

- 2.1 **Adapted Material** shall mean material that is derived from or based upon the Licensed Material and/or in which the Licensed Material is modified. Changes in formatting, file types and other changes that do not affect the content of the Licensed Material shall not result in the material being Adapted Material as the result will remain as Licensed Material.
- 2.2 **Data** shall mean qualitative or quantitative data and information, in any form or format, whether or not it is by law protected by copyright, by Sui Generis Database Rights, or neither.
- 2.3 **Intellectual Property Rights (IPR)** shall mean any and all intellectual property rights, such as patents, utility models, software, source codes, databases, trademarks, designs, domain names, copyrights, trade secrets or know-how.
- 2.4 **Licensed Material** shall mean the Data described in Exhibit 1.
- 2.5 **Sui Generis Database Rights** shall mean rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded.

3 LICENSE

3.1 The License

Subject to these Terms and Conditions, US DOE grants you a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to download and use the Licensed Material for non-commercial and commercial purposes, including to create, produce and reproduce Adapted Material (“**the License**”).

3.2 General limitations

You shall not use the Licensed Material in a manner that appears misleading nor present the Licensed Material in a distorted or incorrect manner. You may not sell the Licensed Material. To the extent that your use of the Licensed Material is permitted by mandatory law, you do not have to comply with these Terms and Conditions.

3.3 Sharing Licensed Material and/or Adapted Material

You may share the Licensed Material and/or the Adapted Material, either openly or not, as long as the Illinois Basin - Decatur project and US DOE are attributed. A notice that refers to these Terms and Conditions should be included, the digital object identifier (DOI) assigned to the dataset and if applicable, a copyright notice. If you share Adapted Material that may be shared under an adapter's license, the adapter's license must not prevent recipients of the Adapted Material from complying with these Terms and Conditions. Every recipient of the Licensed Material and/or Adapted Material will automatically receive an offer to exercise the License under these Terms and Conditions.

Copyright Status: The datasets made available at the CO2DataShare online portal is in the public domain and therefore not copyrighted.

3.4 Moral rights

To the extent the Licensed Material contains copyright protected material, moral rights are not licensed under these Terms and Conditions. However, to the extent possible by law, US DOE waives and/or agrees not to assert any such rights held by US DOE to the limited extent necessary to allow you to exercise the License, but not otherwise.

3.5 Sui Generis Database Rights

If you include all or a substantial portion of the Licensed Material in a database for which you have Sui Generis Database Rights, then that database (but not its individual contents) constitutes Adapted Material.

4 NO ENDORSEMENT

Nothing in these Terms and Conditions constitutes or shall be interpreted as you being, or your use of the License being, connected with, sponsored or endorsed by US DOE. You may not use US DOE's name or trademark to support, recommend or market your use of the License or any products or services using or encompassing the License or Licensed Material.

5 LIABILITY AND INDEMNITY

5.1 Disclaimer of Liability

These datasets are made available by an agency of the United States Government. Neither the United States Government, the Department of Energy, the National Energy Technology Laboratory, nor any of their employees, makes any warranty, express or implied, including warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

Disclaimer of Endorsement: Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favor by the United States Government, the Department of Energy, or the National Energy Technology Laboratory. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government, the Department of Energy, or the National Energy Technology Laboratory, and shall not be used for advertising or product endorsement purposes.

5.2 Damages

US DOE is not liable for any of your damages, direct, indirect or consequential losses as a consequence of your use of the Licensed Material or infringement of third-party Intellectual Property Rights or other rights.

5.3 Indemnification

You shall indemnify US DOE for any and all liability for lawsuits and claims by third parties that arise as a consequence of your use of the License or infringement of third party Intellectual Property Rights or other rights, insofar as such losses, lawsuits or claims are not a result of US DOE defect in title, gross negligence or wilful breach.

6 TERMINATION

6.1 Termination

If you fail to comply with these Terms and Conditions, then the License terminates automatically. The License may be reinstated if you cure the breach of these Terms and Conditions within 30 days of discovering the breach, or upon express reinstatement by US DOE.

6.2 Changes in distribution

US DOE may decide to offer the Licensed Material under other terms and conditions or stop distributing the Licensed Material at any time.

7 US LAW

These Terms and Conditions **shall be governed by and interpreted in accordance with US law.**

These Terms and Conditions are deemed accepted by you by exercising the License and/or downloading the Licensed Material.

EXHIBIT 1 – LICENSED MATERIAL

Licensed Material includes the following:

Data: Illinois Basin – Decatur Project (IBDP) CO2 Injection Datasets. Selected data elements of the IBDP data package owned by US DOE, published via the CO2 DataShare online portal administrated by SINTEF AS.

- Datasets as specified in the supporting documentation for public release "Illinois Basin – Decatur Project Datasets"

The referenced release documents with supporting documentation are included in the dataset.