



Republic of the Philippines
Department of Science and Technology
ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE



End User License Agreement (EULA)

The COARE End User License Agreement (EULA) will be implemented by the COARE Team as part of its provision of the **COARE Data Archiving Services**. This EULA is also part of the COARE's [Data Policy](#) and will be implemented in conjunction with COARE's [Service Level Agreement \(SLA\)](#) and [Acceptable Use Policy \(AUP\)](#).

Postal Address	: Asti Bldg. UP Technology Park Complex, CP Garcia Ave., Diliman, Quezon City 1101	Tel no. : +632 8249-8500 +632 8246-9755;
Website	: www.asti.dost.gov.ph	Fax no. : +832 8246-9764
Email	Info@asti.dost.gov.ph	

Document version:
Version 8.1/ 28 April 2026

Version History

Version	Date	Description	Authors
0	22 November 2018	Draft Document	COARE Team
1	10 December 2018	Final Document	COARE Team
1.1	24 April 2019	Draft Document	COARE Team
1.2	24 May 2019	Draft Document	COARE Team
2	5 August 2019	Final Document	COARE Team
2.1	20 February 2020	Draft Document	COARE Team
2.2	4 June 2020	Draft Document	COARE Team
2.3	24 June 2020	Draft Document	COARE Team
3	7 August 2020	Final Document	COARE Team
3.1	25 May 2021	Draft Document	COARE Team
3.2	7 June 2021	Draft Document	COARE Team
4	14 June 2021	Final Document	COARE Team
5	24 October 2023	Final Document	COARE Team
6	20 March 2024	Final Document	COARE Team
7	25 March 2025	Draft Document	COARE Team
7.1	1 July 2025	Final Document	COARE Team
8	22 April 2026	Draft Document	COARE Team
8.1	28 April 2026	Final Document	COARE Team

Contents

- 1. Agreement Overview4
- 2. Terminologies4
- 3. License Grant.....5
- 4. Ownership and Intellectual Property Rights5
- 5. Restriction of Use.....5
- 6. Modification to the Data Catalog6
- 7. Suspension and Termination6
- 8. Amendments and Exemptions to this Agreement.....7
- 9. Contact Information7

Please read this End User License Agreement (“Agreement”) carefully before downloading any datasets from the COARE Data Catalog (“Data Catalog”).

1. Agreement Overview

This Agreement shall be considered a legally binding agreement between the End User (as an individual or an entity, who then shall, within the constraints of this agreement, be referred to as “End User”) and the DOST-ASTI through the COARE Team (“DOST-ASTI”), for the process of Data Access Request and the use of any data classified under Public and Private Data (“All data classifications”).

The End User agrees to be bound by the terms and conditions of this Agreement. If the End User does not agree to the terms of this Agreement, the End User will not be able to download any dataset from the COARE Data Catalog (“Data Catalog”).

2. Terminologies

For this Agreement, the following terminologies apply:

- 2.1 **COARE Team:** The group of people that maintains COARE’s operations, handles the provision of COARE services and provides support to COARE Users.
- 2.2 **Commercial Exploitation or Commercial Purpose:** The purpose of production, reproduction, distribution, redistribution, retransmission, sale, offer to sell, and/or marketing of the datasets from the Data Catalog for profit or fee.
- 2.3 **Confidential Data:** Datum that is not shared and is not included in the list of datasets that can be accessed. Confidential Data will not be covered by this Agreement.
- 2.4 **Data Archiving via Data Catalog:** A web-based research repository under COARE’s Data Archiving service that provides access to a collection of scientific datasets produced by various research findings.
- 2.5 **Data Access Request:** This refers to the process of granting or denying data access requests for Private datasets. Data Access Request may be executed by filling out the Data Access Request Form.
- 2.6 **Data Catalog Data Owner:** A COARE User who is the rightful owner of a specific dataset in the COARE Data Catalog. Data Owners have the right to approve or reject Data Access Requests from End Users for data classified as Private.
- 2.7 **Data Classification:** This refers to the Data Catalog’s data classification categories/levels: Public, Private, Confidential.
- 2.8 **End User:** A COARE user who has authorized access to datasets published in the COARE Data Catalog.

2.9 **Private Data:** All data classified as Private belongs to the rightful Data Owner who chooses to share their data with only a select few. Access to Private datasets can only be provided through an approved Data Access Request Form.

3. License Grant

On the terms that a Data Owner approves the Data Access Request of an End User, DOST-ASTI, through COARE, automatically grants the End User a license to download and use the datasets published in the Data Catalog with approved access, solely for the End User's non-commercial purposes and strictly in accordance with the terms of this Agreement.

4. Ownership and Intellectual Property Rights

All ownership and intellectual property rights of the datasets that have been made available in the COARE Data Catalog (whether classified as Public or Private) belong to the respective Data Owner/s.

- 4.1 These rights include the right to accept or deny Data Access Requests submitted by End Users.
- 4.2 All datasets downloaded shall reflect the Data Catalog and the rightful Data Owner as sources.
- 4.3 Proper citations or references in theses, research papers, articles or any academic paper/s must be attributed by the End User to preserve the Intellectual Property Rights of the data.

5. Restriction of Use

The End User recognizes and agrees that the datasets from the Data Catalog are the exclusive property of its respective Data Owners. Accordingly, since these datasets are valuable assets and proprietary information, the following are violations of this Agreement:

1. Selling, renting, leasing, assigning, distributing, transmitting, hosting outsourcing, disclosing or otherwise commercially exploiting all the datasets of the Data Catalog, which include, but are not limited to the following:
 - Advertising;
 - Use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for End User's own benefit;

- Use in any materials or services for sale or for which fees or charges are paid or received (e.g., textbooks, supplemental materials, books, syllabi, course packs, etc.);
 - Use in any books, news publication, or journal without an educational purpose;
 - Any similar or related activity that makes use of the dataset.
2. Reproducing the datasets in websites that could potentially risk the data for exploitation and manipulation;
 3. Modifying, altering, or recreating any part of the downloaded datasets and claiming it as the End User's work;
 4. Reverse-engineering, decompiling or disassembling all the datasets, or attempting to locate or obtain their source code;
 5. Making use of any data content in any manner not stipulated within this Agreement or the documentation accompanying the data.

6. Modification to the Data Catalog

The DOST-ASTI, through the COARE Team, reserves the right to modify, suspend, or discontinue, temporarily or permanently, access to and requirements for any dataset with or without notice and without liability to the End User.

7. Suspension and Termination

The DOST-ASTI, through the COARE Team, may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

- a. This Agreement will be suspended or terminated immediately if the End User fails to comply with any provision of this Agreement.
- b. The Data Owner may also initiate termination of this Agreement by revoking approval of data access and instructing the End User to delete the downloaded Private Data and all copies thereof from their devices (such as mobile devices, desktop computers, etc.)
- c. Upon termination of this Agreement, the End User shall cease all use of the Private Data and delete all copies of datasets from End User's devices (mobile devices, desktop computers, or any mirrored sources).

8. Amendments and Exemptions to this Agreement

The DOST-ASTI, through the COARE Team, reserves the right, at its discretion and upon consultation with Data Owners, to modify or replace this Agreement at any time. Additionally, the End User must consider the exemptions to this Agreement:

- a. In the occasion that a Data Owner intends to provide his/her own License Agreement, that agreement will automatically overrule this Agreement provided by the COARE Team.
- b. If there is a significant modification to this Agreement, the COARE Team will provide a 30-day notice prior to any new terms taking effect. What constitutes a material change will be determined upon COARE Team's evaluation and in consideration of other policies implemented by COARE.

9. Contact Information

If the End User has any questions or concerns about this Agreement, please contact the COARE Team by sending an e-mail at gridops@asti.dost.gov.ph or coareservicedesk@asti.dost.gov.ph