

Database Name: NOEMD - Novel Opto-Electronic Materials Database

## **Usage Agreement for the NOEMD Database**

### **Preamble**

To clarify the rights and obligations between data providers and users, ensure the sustainable operation of the database, and promote the reasonable and lawful use of data, this Usage Agreement is hereby formulated. Please read and agree to all terms of this agreement carefully before accessing, downloading, or using any data from the NOEMD Database.

### **Article 1: Definitions**

1. "NOEMD Database": Refers to the Nonlinear Optical Materials Database of properties created and maintained by the project team and provided via the website ([www.noemd.net](http://www.noemd.net)) and related interfaces, including but not limited to compounds' SHG coefficients, crystal structure information, computational parameters, and other derivative data.
2. "User": Refers to any individual, research team, or institution that accesses, downloads, copies, or otherwise uses the content of the NOEMD Database.
3. "Data": Refers to all structured information, numerical values, text, and related metadata contained within the NOEMD Database.
4. "Academic Use": Refers to the use of data for non-profit purposes including scientific research, teaching activities, and personal study.

5. "Commercial Use": Refers to any use of data for the purpose of obtaining commercial benefits, directly or indirectly, including but not limited to product development, technical consulting, paid services, etc.

## **Article 2: License Grant**

1. **Basic License:** Subject to the User's full compliance with all terms of this agreement, the NOEMD Project grants the User a worldwide, non-exclusive, non-transferable, royalty-free license to access, download, and use the data from the Database for Academic Use.
2. **Use Restrictions:** This license does not include rights for Commercial Use. Any Commercial Use of NOEMD Database data requires prior written authorization from the project team. Unauthorized Commercial Use constitutes a breach of this agreement.

## **Article 3: User Obligations and Code of Conduct**

1. **Proper Use:** The User commits to using the data solely for legitimate scientific research and public welfare endeavors.
2. **Prohibited Actions:** The User shall not engage in the following activities:
  - o Attacking, interfering with, or gaining unauthorized access to the database website or servers in any form.
  - o Using any automated tools (e.g., robots, crawlers) for large-scale data scraping without explicit permission, which may impose excessive load on the servers.
  - o Distorting or tampering with the data, or using the data

for any illegal, fraudulent activities, or activities that infringe upon the rights and interests of others.

3. **Data Integrity:** When publishing research results based on this data, the User shall maintain the originality of the data and shall not selectively use data in a manner that misleads readers.

#### **Article 4: Data Citation and Acknowledgement**

To ensure recognition of the data creators' contributions and to adhere to academic norms, when publicly disseminating or publishing any research results (including but not limited to academic papers, reports, presentations) that utilize data from the NOEMD Database, the User must clearly and visibly mention and cite NOEMD within the main body of the article. Placing the citation solely in supplementary materials is not acceptable as it makes it difficult for readers to notice and the citation may not be included in citation statistics.

1. **Mandatory Citation Requirement:** The User must explicitly cite the NOEMD Database in the "Methods" or "Data Sources" section of their work. The recommended citation format is:  
Congwei Xie, Evgenii Tikhonov, Dongdong Chu, Mengfan Wu, Ivan Kruglov, Shilie Pan, *Zhihua Yang*, A Prediction-Driven Database to Enable Rapid Discovery of Nonlinear Optical Materials, *Sci. China Mater.*, 2023, 66, 4473–4479.
2. **Source Attribution:** If the User's research is directly based on or validates specific datasets from this database, it is encouraged to include an acknowledgement in the text such as:  
"We acknowledge the NOEMD Database for providing data support for this study."

3. **Derivative Models:** If the User employs data from this database to train machine learning models, in addition to citing the database itself, the User should also explicitly mention the NOEMD Database when describing the source of the training data.

## **Article 5: Disclaimer and Limitation of Liability**

1. **"As-Is" Basis:** The NOEMD Database and all its data are provided on an "as-is" and "as-available" basis. The project team makes no warranties, express or implied, including but not limited to warranties of accuracy, completeness, fitness for a particular purpose, or non-infringement. Discrepancies between computational data and experimental measurements are possible, and the User should exercise their own judgment regarding data reliability.
2. **Liability Exclusion:** Under no circumstances shall the NOEMD project team or its contributors be liable for any direct, indirect, incidental, special, punitive, or consequential damages (including but not limited to data loss, loss of profits, business interruption, erroneous research conclusions) arising from the use or inability to use the database data, even if advised of the possibility of such damages.
3. **Verification Recommended:** The User understands that the properties in the database are computationally derived and are intended for screening and guidance during the materials discovery phase. For critical applications, the User is responsible for independently verifying the data through further detailed calculations or experiments.

## **Article 6: Agreement Modification and Termination**

1. The NOEMD Project reserves the right to modify the terms of this agreement at any time. The modified agreement will be posted on the database website and will become effective upon posting. Continued use of the database constitutes acceptance of the modified agreement.
2. If the User violates any term of this agreement, the project has the right to unilaterally terminate the User's license without prior notice and reserves the right to pursue corresponding liabilities.

### **Article 7: Miscellaneous**

1. **Governing Law:** The execution, interpretation, and performance of this agreement shall be governed by the laws of the People's Republic of China.
2. **Dispute Resolution:** Any dispute arising from or in connection with this agreement shall first be resolved through friendly negotiation. If negotiation fails, either party has the right to submit the dispute to the competent court located at the place of the project team for litigation.
3. **Intellectual Property:** This agreement grants the User a limited license to use the database content, and does not constitute a transfer of ownership. All rights not expressly granted herein are reserved.

### **Agreement Acceptance**

By clicking the "Agree" button, or by commencing the download or use of any data from the NOEMD Database, you indicate that you have fully read, understood, and agreed to be bound by all terms of this agreement.

If you are a member of a certain academic institution, please use the valid institutional email address of that institution. Otherwise, your account registration will not be activated.

### **Contact Us**

For any questions regarding this agreement, or to apply for a commercial use license, please contact us using the information provided on the official NOEMD website ([www.noemd.net](http://www.noemd.net)).

<https://www.noemd.net>