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Distribution Atlas of European Plecoptera (DAEP) Data Provider Agreement

Definitions

- Data publisher is the instance publishing and/or making available data through the BioFresh data portal. In case of DAEP, this is the DAEP coordination team.
- Data owner is the person or instance that gathered or computed data first, and published them under paper or electronic format.
- Data provider is that instance or person that presents data for publication to the data publisher. It can be the data owner.

General BioFresh data sharing agreements

If you submit data to DAEP, you have to agree with the following specifications:

1. Metadata will be made openly and freely available to all users to make datasets discoverable through the BioFresh metadatabase and data portal (this will be done by the DAEP coordination team).
2. The data publisher does not assert any intellectual property rights in the data that is made available by the data owner or data provider through the BioFresh portal.
3. Data will be made available to all users through the BioFresh portal after one year and will then also be available through GBIF.
4. The data provider agrees that during this year BioFresh scientists may use the data for the project's purposes ensuring the rights of the data provider and publicly acknowledging the data provider whose data they have used.
5. The data provider warrants that he/she has made the necessary agreements with the original data owners so that he/she can make the data available.
6. The data provider makes reasonable efforts to ensure that the data he/she submits are accurate and correspond to the requirements of the template provided by the DAEP coordination team.
7. The data provider agrees to undertake corrections and/or additions if this is considered necessary (and if primary data allow).
8. A data provider holding an online database, which directly will be harvested by the BioFresh interface, warrants a continuous availability of his data for at least 10 years.
9. The data publisher warrants a continuous availability of the data for presentation on the BioFresh portal for a timespan of at least 10 years.
10. Responsibility regarding the restriction of access to sensitive data resides successively with the data owner and the data provider.

11. The data publisher may cache a copy and serve full or partial data further to other users together with the terms and conditions for use set by the data provider. Queries on non-public data by partner or stakeholder networks are reported to the data provider.
12. BioFresh cannot be held liable or responsible, nor are its employees or contractors, for the data contents or their use; or for any loss, damage, claim, cost or expense however it may arise, and from an inability to use the BioFresh portal.

For further BioFresh agreements please also see:

<http://data.freshwaterbiodiversity.eu/datapolicy.html>

Data provider name:

Institution:

Street:

City:

Country:

Email:

Telephone number:

Date, Signature

If you decide to support the project by submitting your Plecoptera data, please send the filled and signed agreement form by snail mail to:

Peter Neu
Heiligenbungert 1
54317 Kasel
Germany