

Deliverable D2.3

Version: 1
Date: 28/02/11
Author: ICLARM
Dissemination status: PU
Document reference: Deliverable_D2.3



Data Usage Agreement

STATUS: FINAL

Project acronym: BIOFRESH
Project name: Biodiversity of Freshwater Ecosystems: Status, Trends, Pressures, and Conservation Priorities
Call and Contract: FP7-ENV-2008-1
Grant agreement no.: 226874
Project Duration: 01/11/2009 – 30.04.2014 (54 months)
Co-ordinator: Leibniz-Institute of Freshwater Ecology and Inland Fisheries at Forschungsverbund Berlin e.V., Germany

Partners: RBINS, Royal Belgian Institute of Natural Sciences, Belgium
BOKU, Universität für Bodenkultur Wien, Austria
ICLARM, International Center for Living Aquatic Resources Management, Malaysia
IRD, Institut de Recherche pour le Développement, France
UDE, Universität Duisburg-Essen, Germany
IUCN, International Union for Conservation of Nature, Switzerland
UOXF.AC, Oxford University, UK
UB, Universitat de Barcelona, Spain
UFZ, Helmholtz Zentrum für Umweltforschung, Germany
UCL, University College of London, UK
EAWAG, Eidgenössische Anstalt für Wasserversorgung, Abwasserreinigung und Gewässerschutz, Switzerland
UCBL, Université Claude Bernard - Lyon 1, France
UPS, Université Paul Sabatier- Toulouse 3, France
ECOLOGIC, Ecologic GmbH Institut für Internationale und Europäische Umweltpolitik, Germany
EC-ERC, Commission of the European Communities - Directorate General Joint Research Centre, Italy
UD, University of Debrecin, Hungary
NRM, Naturhistoriska riksmuseet, Sweden

This project is supported by funding from the specific programme 'Cooperation', theme 'Environment (including Climate Change)' under the 7th Research Framework Programme of the European Union.



BIOFRESH

Biodiversity of Freshwater Ecosystems: Status, Trends, Pressures, and Conservation Priorities




Project no. 226874

Large scale collaborative project

Data Usage Agreement

Deliverable number	2.3
Deliverable name	Data Usage Agreement
WP no.	WP2
Lead Beneficiary (full name and Acronym)	International Center for Living Aquatic Resources Management, ICLARM
Nature	Report
Delivery date from Annex I (proj. month)	M9
Delivered	yes
Actual forecast delivery date	
Comments	This Deliverable was due M9. Discussions on the Data Usage Agreement and particularly on Intellectual Property Rights carried on from M9 onwards. Further changes to this Agreement will occur. - see Introduction to this report

Project funded by the European Commission within the Seventh Framework Programme Dissemination Level		
PU	Public	✓
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	

Name of the Authors	Name of the Partner	Logo of the Partner
Bailly Nicolas	WorldFish (formerly ICLARM)	
Schmidt-Kloiber Astrid	BOKU	
De Wever Aaike	RBINS	
Segers Hendrik		
Martens Koen		

In case the report consists of the delivery of materials (guidelines, manuscripts, etc)

Delivery name	Delivery name	From Partner	To Partner

Introduction

Below are the draft data sharing and usage agreement for BioFresh.

The nature of the Data usage Agreement has been discussed profoundly since M9, date of the delivery of it.

During the annual meeting in Monserrat, Spain (February, 21-24 2011) the executive board decided to join the Society for the Management of Electronic Biodiversity Data (SMEBD; www.smebd.eu). This will allow us to rely on SMEBD to resolve any pending intellectual property rights concerns. Currently, the process of joining SMEBD is ongoing and this agreement will be reviewed in collaboration with SMEBD later this year.

BioFresh Data Sharing and Data Usage Agreement

Principles

Data providers to the BioFresh data portal have to sign this current agreement on data sharing and data usage, as formulated below, to foster scientific research and to support the public use of these data. In addition they agree that data published through the BioFresh portal will be made available through partner or stakeholder networks. Data publication and sharing will take place within a framework of due attribution.

Data Sharing agreement

1. Metadata will be made openly and freely available to all users to make datasets discoverable through the BioFresh data portal.
2. Data will be made available to all users within the terms and conditions that the data provider has identified in its metadata. Nevertheless, the BioFresh consortium encourages open and free publication of freshwater biodiversity related data.
3. The data publisher¹ does not assert any intellectual property rights in the data that is made available by the data owner² or data provider through the BioFresh portal.
4. The data provider³ warrants that he/she has made the necessary agreements with the original data owners so that he/she can make the data available.
5. The data provider makes reasonable efforts to ensure that the data he/she serves are accurate.
6. Responsibility regarding the restriction of access to sensitive data resides successively with the data owner and the data provider as identified in the metadata.
7. The data provider includes stable and unique identifiers in his/her data so that the owner of the data is known and for necessary technical database purposes.
8. 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.
9. Data providers are registered after endorsement by the BioFresh consortium before their metadata is made available through any partner or stakeholder network.

¹ Data publisher is the instance publishing and/or making available data through the BioFresh data portal. It can be the data provider and owner.

² Data owner is the person or instance that gathered or computed data first, and publishes them under paper or electronic format.

³ Data provider is that instance or person that presents data for publication to the data publisher. It can be the data owner.

10. 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.

Data Usage agreement

1. The quality and completeness of data provided by the BioFresh data portal cannot be guaranteed. Users employ this data at their own risk.
2. Users have to respect restrictions of access to sensitive data.
3. In order to make attribution of use to data owners, the identifier of ownership of data must be retained with every data record (e.g., a paper-published reference, a database with the date of the version, ...).
4. In conjunction with the use of the data, users must publicly acknowledge, the data providers whose data they have used. Data providers may require additional attribution of specific collections within their institution.
5. Users must comply with additional terms and conditions of use set by the data provider. Where these exist they will be available through the metadata associated with the data.
6. All data are under the Creative Commons Attribution-Noncommercial 3.0 Unported License. (CC-BY-NC) <<http://creativecommons.org/licenses/by-nc/3.0/>>.
7. All commercial use should be requested to the project coordinator Klement Tockner <tockner@igb-berlin.de>.

Citing Data

Use the following format to cite data retrieved from the BioFresh data portal:

Data provided by: xxxxx (accessed through the BioFresh Data Portal, <http://data.freshwaterbiodiversity.eu>, YYYY-MM-DD)

For example:

Data provided by: J. Freyhof, FVB.IGB (accessed through the BioFresh Data Portal, <http://data.freshwaterbiodiversity.eu>, 2010-02-23)