



Data Sharing Agreement

1. Background or Guiding principles

- 1.1 One of the key elements of EU BON is to monitor national, European, and international policies, legal frameworks and provisions which will affect the access, managing, and in particular the subsequent sharing, distribution and re-use of biodiversity data. This document sets out the policy of EU BON on the sharing and use of data available in the portal.
- 1.2 EU BON conceives its work on the basis of the GEOSS Data Sharing Principles, which claim for full and open exchange of data, metadata, and products shared within GEOSS, recognising relevant international instruments and national policies and legislation. All shared data, metadata and products shall be made available with minimum time delay and at minimum cost. Availability of all shared data, metadata and products free of charge or at no more than cost of reproduction shall be encouraged for research and education (http://www.earthobservations.org/geoss_dsp.shtml).
- 1.3 Moreover, EU BON adheres to the principles of free and open exchange of data and knowledge, in accordance with the “Joint Declaration on Open Science for the 21st Century”, presented by the European Federation of Academies of Sciences and Humanities and the European Commission on 11th April, 2012 (<http://www.allea.org/Content/ALLEA/General%20Assemblies/General%20Assembly%202012/Joint%20Declaration%20GA%20Rome%202012%20signed%20v2.pdf>).
- 1.4 EU BON supports the measures to improve access to scientific information produced in Europe as they have been outlined by the European Commission (http://europa.eu/rapid/press-release_IP-12-790_en.htm?locale=en). Broader and more rapid access to scientific papers and data will make it easier for researchers and business to build on the findings of public-funded research.
- 1.5 By collaborating with EU BON and feeding data to the EU BON network as well as by making use of data available in the portal, data providers, EU BON members as well as associated persons and institutions, and users agree to the following principles.

2. Obligations and guarantees for data providers

- 2.1 Data providers make reasonable efforts to ensure that data served by them are as accurate and reliable as possible. They inform EU BON about data and datasets served by them whose accuracy or reliability is doubtful. Such annotations regarding quality will be linked to the respective data and datasets and also be made available.

- 2.2 Data providers guarantee that they are entitled to share their data with EU BON.
- 2.3 Data providers refrain from asserting intellectual property rights on data served by them. As far as a database served by a provider should be protected by database protection right or another intellectual property right, the data provider explicitly authorises the reproduction, distribution, making available and re-use of the data collected in this database within the EU BON network.
- 2.4 Data providers have to specify any sensitive data contained in the data collections served by them. Sensitive data will be kept separately from all other data available in the EU BON portal and will be made accessible only for restricted use (see 3.2 below). The qualification as sensitive data is only allowed for data whose free accessibility could endanger certain aspects of biodiversity conservation (e.g. data on precise locality of endangered species) or for data that are qualified as confidential by the competent national, European or international administration.
- 2.5 Data providers have the option to feed data to the EU BON network imposing a time embargo before making these data openly available. By default of special arrangement, the maximum embargo time is of 6 months. During this period, data will be made accessible for restricted use only (see 3.2 below). As soon as the embargo time has elapsed, the data will be treated as all other non-sensitive data (see 3.1 below).

3. Obligations and guarantees for EU BON

- 3.1 EU BON makes all data served by providers, except for data declared as sensitive or data laying under time embargo, freely and openly available for scientific research. The elaboration and presentation of data and scientific information in order to communicate with government bodies and the public also qualifies as scientific research in the meaning of this provision.
- 3.2 As far as sensitive data or data laying under time embargo are concerned, EU BON will make them available only upon special justification and in accordance with the criteria convened with the provider of these data.
- 3.3 EU BON does not assert any intellectual property right to data and knowledge made available through EU BON network. Data and information that qualify as works in the sense of copyright are dedicated to the public domain (by CC-0-Waiver or Open Data Commons Public-domain-declaration) or made available under a CC-BY 4.0-License.
- 3.4 EU BON attributes data and datasets to the direct data provider who served the data to EU BON. Further attributions, especially to the original source, are added where appropriate in the light of applicable scientific codes of conduct.
- 3.5 EU BON does not guarantee the accuracy or completeness of data and information made available through the EU BON network and is not liable for any use of inaccurate or incomplete data provided through its portal. Neither can EU BON be held responsible for any loss, damage or alteration of data or for any inability to access or use the EU BON network.

4. Obligations and guarantees for Users

- 4.1 Users of the EU BON network guarantee that they make use of data and information provided through the EU BON portal only for personal use or for scientific research and uses linked to scientific research (as defined in 3.1 above).
- 4.2 Users of the EU BON network are required to reproduce every attribution to data providers and data sources when reproducing or distributing data and information provided through the EU BON portal.
- 4.3 Users demanding access to sensitive data or to data laying under time embargo, have to provide a special justification illustrating the necessity to access these data, and have to declare their willingness to respect restrictions to re-use imposed to them by EU BON.

5. Contribution to GEO BON and Publishing

- 5.1 EU BON's contribution towards the GEO BON infrastructure is ruled by the same principles as laid out in section 3.
- 5.2 In respect of the principles laid down in section 1 and in order to support GEO BON's strategic aim to promote full and open availability of data and information, EU BON will dedicate to the public domain all its publications of the project's results (by CC-0-Waiver or Open Data Commons Public-domain-declaration).

(Heraklion, 1st April, 2014)