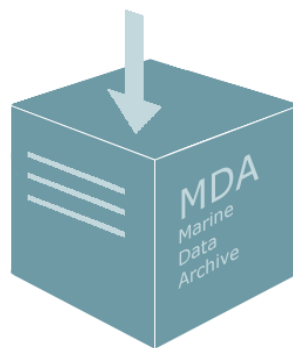


# **Data Policy**

## **Marine Data Archive (MDA) version 2.0**



**Flanders Marine Institute (VLIZ)**

**Oostende, Belgium**

**2016**

# Marine Data Archive Policy

This document describes the main principles of the Marine Data Archive (MDA) and the terms and conditions that apply to the use of the MDA and its services. By accessing or using the MDA, the data provider agrees to the terms and conditions set forth below.

In case of problems or questions, please contact [mda@vliz.be](mailto:mda@vliz.be)

## Usage

The Marine Data Archive is an online repository specifically developed to archive data files in a fully documented manner. The MDA can serve individuals, consortia, working groups and institutes

1. to manage data files and file versions within a specific context (project, report, analysis, monitoring campaign)
2. as a personal or institutional Archive or back-up system
3. as an open repository for data publication

VLIZ hosts the system and offers support for an optimal use. The data provider or user is free to structure and manage files and folders at its discretion, making use of the functionalities offered by the system.

## Intellectual property

All files and its content uploaded in the MDA i.e. text, lay-out, images and data are protected by copyright or other laws, as well as international conventions (“intellectual property”). Copies, adjustments and/or alterations are prohibited without prior permission of the Intellectual Property Right holder unless stated or agreed otherwise (*stated: “conditions of use”; “agreed”: in memoranda of understanding, data policy agreements, project-descriptions*)

The data provider should be aware that he can only upload files where he is the holder of rights to the data file, or the only holder of rights to the data file or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.

## Controlled Access to the Archive

Access to the MDA is regulated through an account-based registration procedure, managed by VLIZ. Access can be given on three levels: read only, write limited and write full. Access is granted on the root folder and applies automatically to all subfolders and files stored under this folder. A user can have different access rights depending on the root folder he visits. The access rights regulate the different actions a user can perform. (MDA Manual 1.3 Access Rights).

By default, a user has access to his private folder (write full) and the public folder (Write limited). Granting or denying (limited) access of a user to a shared folder is always decided in consultation with the user(group) and/or the data providers.

## Archiving criteria

The Marine Data Archive provides a user workspace (quarantine folder) and an archive with a private, shared and public domain. A file can only be archived and thus transferred from the workspace to the archive when the required metadata fields are complete. These required fields ensure that the data file is traceable and interpretable at all times. Processes and procedures for archiving are described in the manual. (MDA Manual 2.3.3 Archive file(s)).

## Long-term perspective

The development and maintenance of the MDA is an institutional activity. One of the key-activities of the data center is to offer an efficient tool and support to archive data files and to ensure their long-term existence. VLIZ offers support and demo's to use the MDA in its full potential. If VLIZ ceases to exist or terminates its data-archiving activities, VLIZ shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Data provider under similar conditions if possible. If VLIZ does not succeed in finding a similar organisation, VLIZ will organise a transfer of all files to each intellectual property right holder or data provider.

## Archive versus Data distribution

Archiving ensures that data files stay traceable at all times.

Archiving does not automatically imply other data management activities such as quality control or integration of the data file(s) in online searchable databases. It can however be the first step in facilitating this (MDA Manual 4 Archiving versus Data distribution).

The data provider or VLIZ can initiate communication if data files could be of use for research activities. For data stored in the 'private' archive, the initiative for this can only be taken by the data provider.

VLIZ will not initiate any quality control, data processing or integration activities without prior agreement of the data provider.

## Using and citing the data

Users of the MDA can easily download data files if access rights allow them to do so. VLIZ will always emphasize the recognition of the data source.

VLIZ can create a public metadata record for each archived data file including information on the use of the file. This does not imply that the data file itself is publicly available, but this allows files to be requested. If the data provider does not agree on the communication about

an archived file through the IMIS system, the user can request VLIZ to remove the link with the MDA.

In case a data provider wants to make an archived data file publicly available, VLIZ will create a public metadata record, facilitate a DOI request and potentially organize in agreement with the data provider a data transfer to an online data system.

## Terms and conditions

The following parties are involved in this Data Policy:

1. The organisation or person authorised to transfer and deposit the digital data file(s), hereafter referred to as the *Data provider*.
2. The organisation that is hereby authorised to archive and manage the digital data file(s), hereafter referred to as *the Data manager*.

### The Data manager is:

Organisation:	VLIZ- Data Centre Division
Represented by:	Francisco Hernandez
Postal address:	Wandelaarkaaai 7
Postal code:	B-8400
Town/city:	Ostend
Country:	Belgium
E-mail:	francisco.hernandez@vliz.be

### 1. The Data provider

- a. The Data provider declares that he is the holder of rights to the data file, or the only holder of rights to the data file or otherwise, and/or is entitled to act in the present matter with the permission of other partie(s) that hold rights.
- b. The Data provider indemnifies the Data manager against all claims made by other parties against the Data manager with regard to the data file, the transfer of the data file, and the form and/or content of the data files.
- c. The Data provider declares that the data file corresponds to the specification provided.
- d. The Data provider declares that the data files contains no data or other elements that are contrary to Belgian law.
- e. The Data provider is solely responsible and liable for postings delivered to the MDA using own account. Any violation of these provisions can be subject to immediate termination of the use of the MDA.
- f. The Data provider declares that he will not
  - ✓ Use the MDA in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the MDA or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.

- ✓ Attempt to gain unauthorized access to the different workspaces of the MDA, any related website, other accounts, computer system, or networks connected to this Service, through hacking, password mining, or any other means.
- ✓ Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Service, including harvesting or otherwise collecting information about others such as e-mail addresses.

## **2. The Data manager, VLIZ**

- a. The Data manager shall ensure, to the best of its ability and resources that the deposited data file is archived in a sustainable manner.
- b. The Data manager shall, as far as possible, preserve the data file unchanged in its original software format, taking account of current technology and the costs of implementation. The Data manager has the right to modify the format and/or functionality of the data file if this is necessary in order to facilitate the digital sustainability or in agreement with the data provider to facilitate distribution or re-use of the data file.
- c. VLIZ holds the right to investigate the content, origin or destination of the uploaded data, when it is suspected that (part of) the communication is related to illegal or improper activities, or if the authorities give such an order, or in the frame of future research activities. In case of illegal or improper content, VLIZ will immediately remove this information and deny the further use of the MDA to the responsible person. In case of future use, VLIZ will at all times contact the data provider to discuss specific conditions of use.

## **3. Removal of data files / changes to access conditions**

- a. If sufficient weighty grounds exist, the Data provider has the right to request the Data manager not to make the data file available for a temporary period or permanently. In such cases, the Data manager shall retain the data file in the MDA, but shall no longer allow third parties to access the data file or substantial parts thereof.
- b. If sufficient weighty grounds exist, the Data manager has the right to remove the data file from the MDA wholly or in part, or to restrict or prevent access to the data file on a temporary or permanent basis. The Data manager shall inform the Data provider in such cases.
- c. In case access is denied due to improper use, one will still be able to recover all the previously uploaded information from the MDA.

## **4. Availability to third parties**

- a. The Data manager shall make the data file available to third parties in accordance with the Access constraints defined by the Data provider.
- b. If requested, the Data manager shall publish the metadata and make an effort to make the general information about the research and publications related to the data freely available.
- c. The Data manager shall require third parties to whom the data file (or substantial parts thereof) is made available to, to include in the research results a clear reference to the data file from which data have been used. This reference is a citation included in the metarecord of the data file or a unique URL referring to the data file or folder.

## 5. Liability

- a. The Data manager accepts no liability in the event that all or part of a data file is lost.
- b. The Data manager accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Data manager has made the data file available. Under no circumstances, VLIZ will be liable for:
  - ✓ any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising from the use of, or inability to use the MDA, or any information or transactions provided on the MDA, or downloaded from the MDA, or any delay of such information or service
  - ✓ incorrect or erroneous information on the MDA website, nor does it give the right to a financial compensation
  - ✓ the (temporarily) failing of the service
  - ✓ any actions of those who violate this policy which may cause harm to the owner of the data or other third party users

## 6. Term and termination of the Agreement

- a. This Agreement shall come into effect on the date on which the Data manager receives the data file (hereafter the submit date) and shall remain valid for an indefinite period. It is possible to change the agreed access category at any time during the term of the Agreement.
- b. Notwithstanding point (a), this Agreement shall end when the data file is removed from the MDA in accordance with Article 5 of this Agreement.
- c. If the Data manager ceases to exist or terminates its data-archiving activities, the Data manager shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Data provider under similar conditions if possible. If not the Data Manager shall ensure a copy of all files and transfer them to the Data provider.
- d. Following the death of the Data provider, or in the event that the Data provider's organisation ceases to exist, data files fall automatically under the 'Open Access' category.