

# iMarine Policy and Guidelines - DRAFT

## *Data access and sharing policy*

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Revision history		
Date	Author	Summary
19 March 2013	M. Taconet, A. Gentile, A. Ellenbroek	First creation of the document.
July 2013	M. Taconet, A. Gentile, A. Ellenbroek, P. Pagano, A. Manzi	New version with updates based on feedback collected during iMB3 and other comments provided afterwards. The revision includes the addition of Terms for Services (Workspace, Email, Social, and Notification).
September 2013	M. Taconet, A. Gentile, A. Ellenbroek	Further refinements of the Terms.
October 2013	L. Pasetto, R. Tucker, J. Ritter	Officers from FAO Legal Office and from Communication Division revised and restructured the “iMarine disclaimer and terms of use”, and provided an alternative version, which was presented during the iMB4 meeting.
February 2014 – May 2014	L. Pasetto, R. Tucker, J. Ritter, M. Taconet, A. Gentile, A. Ellenbroek	Feedback from FAO Legal Office and from Communication Division was further discussed and a new version of the “iMarine disclaimer and terms of use” was produced.
June 2014	M. Taconet, A. Gentile, A. Ellenbroek, J. Plummer	The “iMarine disclaimer and terms of use” were further revised and passed through editorial checks to produce a consolidated version for the iMB5.
September 2014	M. Taconet, A. Gentile, A. Ellenbroek	Final version of the document produced for the closure of the project.

# 1. Purpose of this document

The chapter “Data access and sharing policy” has been elaborated following guidance of the first and second iMarine Board meetings during which principles, concepts, and policy elements were debated and feedback was provided.

Other chapters of the iMarine policy and guidelines such as software sharing policy are part of other documents or stored in the iMarine Wiki.

As stated in the iMB5 report it is understood that the Policy document which the project will finally deliver would likely undergo modifications in the context of a duly enforced Partnership and related Governance, outside of this project. This document should therefore provide a foundation to such evolution, clear, simple, easy to access (through the Gateway) and to read by data providers of the infrastructure. This document is complemented by the “iMarine community best practices”, which is currently at a draft stage and envisaged to be further compiled through increasing experience after the end of the project.

## 1.1 Revision History

**September 2014**, the fourth and final version of the document is presented for approval by the iMarine Board members before the end of the project.

**June 2014**, a third version of the document is presented to the iMarine Board members (iMB5).

**October 2013**, a second version of the document is presented to the iMarine Board members (iMB4).

**March 2013**, a first version of the document is presented to the iMarine Board members (iMB3).

## 2. iMarine disclaimer and terms of use

### Disclaimer

The iMarine Policy and Guidelines consist of the “terms of use”, “privacy policy”, and “community best practices” (including a glossary of definitions and links to specific guidelines).

The iMarine Data e-Infrastructure Initiative for Fisheries Management and Conservation of Marine Living Resources (the Infrastructure) has been produced with co-funding from the European Commission. Its content is provided by users and does not necessarily reflect the views of the European Commission or those of iMarine partner institutions.

The iMarine Consortium (the Consortium) is not responsible for any content uploaded, stored or shared by its users or hosted by the Infrastructure.

Content on the Infrastructure is provided on an "as is" and "as available" basis. The Consortium makes every effort to ensure, but does not guarantee, the accuracy, completeness and authenticity of the information on the Infrastructure. The Consortium reserves the right to alter, limit or discontinue any part of this service at its discretion. Under no circumstances shall the Consortium be liable for any loss, damage, liability or expense suffered that is claimed to result from the use of content posted on this site or through its web services, including, without limitation, any fault, error, omission, interruption or delay.

Hyperlinks to non-iMarine websites do not imply endorsement by, or responsibility on the part of, the Consortium for the opinions, ideas, data or products presented on such websites, or otherwise guarantee the validity of the content provided. The sole purpose of links to such websites is to indicate further information available on related topics. The references to other information are provided based on the premise that users are responsible for assessing their relevance, accuracy and suitability for application.

### Copyright and Licensing

All content on the Infrastructure is subject to copyright. Reuse and licensing terms are contained in the copyright notices and business metadata accompanying each item of content or dataset (see “licence” or “constraints” field):

- Except where otherwise indicated, Content shall be licensed for display and reuse via the Infrastructure under the Creative Commons (CC) licence. All derivative products intended for publication and dissemination through iMarine ([www.i-marine.eu](http://www.i-marine.eu)) shall be licensed under a CC licence.

In addition to providing the licensing metadata required by the CC licence, users must ensure accurate attribution and provide a recommended citation.

## **Access**

Access to the Infrastructure and use of its services are subject to acceptance of the present terms of use.

The Consortium is not responsible for any misuse of users' passwords or accounts.

The Consortium may terminate a user's account for the Infrastructure in accordance with the terms of use if the user fails to login to the account for a period of SIX months. Moreover, if users are found to be in violation of iMarine's rules and policies at any time, as determined by the Consortium at its sole discretion, their account may be suspended or terminated.

## **Uploading content**

The iMarine Data e-Infrastructure supports the principles of the "Ecosystem Approach to Fisheries Management and Conservation of Marine Living Resources" (EA). Users should only post content fulfilling the iMarine objectives and scope, thus contributing to science-based support to decision-making in the EA field.

Users uploading content to iMarine must adhere to the technical specifications, available in the [iMarine Services](#) description and follow indications in the community best practices document, including metadata requirements, and restrictions on size and format. Uploads may be subject to quota limitations.

When uploading (and sharing) content, users undertake to comply with their institution's applicable rules and requirements, including copyright and licensing policies. See also section "Sharing content".

In the event of hardware or software failures, the Infrastructure will make reasonable attempts to restore users' content. The Consortium provides no guarantee of successful content recovery.

## **Storing content**

Once users have uploaded content to the Infrastructure, they may use the Workspace Service to store, retrieve, query, serve and execute content that they own, or that they have licensed or otherwise lawfully obtained.

## **Sharing content**

Users can share content via the Infrastructure in different ways (including via the Workspace Service, E-mail Service, Social Service, and virtual research environments [VREs]) and authorize other users to access, use and share their content in accordance with the licensing terms they have indicated.

Users can share content on the Infrastructure only if: (a) they own the rights to the content or they have the owner's express permission to share the content; and (b) the content does not infringe any other person's or entity's rights (including copyright, trademarks, or privacy rights)

or violate any applicable laws, these terms of use, privacy policy, iMarine's community best practices, or any other applicable policies.

The Infrastructure can duplicate, index and perform other management operations on content shared by any user (such as those resulting from translations, adaptations or other changes required by the management capabilities and performance requirements of the Infrastructure). The Infrastructure will not otherwise move or distribute shared content for any purpose, except when required to do so by law.

If the Consortium reasonably believes that any of the content shared by a user violates the law, or infringes or misappropriates the rights of any third party, it may notify the user and may request that such content be removed or access to it be disabled. If the user does not comply with the request within ONE working day, the Consortium may remove the content or suspend or disable access.

Users are authorized to share other users' content provided that such use is in compliance with copyright and licensing restrictions contained in the associated metadata.

Users may delete shared content that they manage at any time. However, other authorized users may have copied or stored such content elsewhere and the Infrastructure cannot ensure its removal.

### **Virtual research environments (VREs)**

In addition to these terms and conditions, the use of VREs is subject to the following:

Only users authorized by a VRE manager can access content shared on a VRE.

The different levels of VRE authorization available are manager, designer and user:

- VRE managers may grant and revoke access to users, and assign roles.
- VRE designers may select the content and services that are made available in a VRE.
- VRE users may share content within a VRE (or VREs) according to their authorization level and content quota.

For further details on the roles at Infrastructure level, please visit [http://wiki.i-marine.eu/index.php/Virtual\\_Research\\_Environments\\_Deployment\\_and\\_Operation:\\_Procedure\\_s](http://wiki.i-marine.eu/index.php/Virtual_Research_Environments_Deployment_and_Operation:_Procedure_s).

At VRE level, the iMarine Terms of Use might be extended by specific policies that the users of the VRE agree to comply with.

### **Public access to content**

Subject to applicable licensing restrictions, users can make content available to the public.

In such cases, the general public can access the content through the Infrastructure and through dedicated web applications; a registration may be requested for monitoring purposes.

### **iMarine services**

#### **a. E-mail Service**

In addition to the terms and conditions, users may not:

- generate or facilitate the transfer of unsolicited commercial e-mails;
- send unsolicited e-mails to a significant number of e-mail addresses belonging to individuals and/or entities with whom the user has no pre-existing relationship;
- send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content;
- transmit content that may be harmful to minors;
- transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- promote or encourage illegal activity;
- use the E-mail Service for commercial activities or in connection with illegal peer-to-peer file sharing.

#### **b. Social Service**

In addition to these terms and conditions, use of the Social Service is subject to the following:

- The Consortium is not responsible for misuse or misappropriation by another user of any content or information that users post on the Social Service.
- The Consortium is not responsible for the updates/comments that users post on the Social Service.

#### **c. Notification Service**

In addition to these terms and conditions, use of the Notification Service is subject to the following:

- The Infrastructure may communicate with users by e-mail.
- Users are responsible for updating and maintaining accurate contact or other information, and the Consortium is not responsible for their failure to receive important notifications.

### **Derivative works and citation**

Derivative works may contain content retrieved from the Infrastructure provided such use is in compliance with the copyright and licensing terms indicated by the owners.

A derivative work is owned by user responsible for its creation. In the case of multiple users contributing to a derivative work, users shall agree to designate a lead creator who will take responsibility for copyright and licensing administration.

All derivative works, including the datasets that constitute them, must include in the relevant metadata: a preferred citation; a reference to the source dataset and its generation date; and

the date the content was accessed or retrieved from the Infrastructure. Where the derivative work consists of a dataset itself resulting from a composition of multiple datasets with different citations, the creator must include all relevant citations where feasible.

Where a derivative work is produced through VREs, the Infrastructure automatically generates a default citation, which includes references to all the sources used for the derivative work. If the derivative work is produced by means other than a VRE, the citation must be generated manually.

All citations shall include the following disclaimer: "iMarine does not guarantee the reliability or correctness of data retrieved from iMarine, or any analysis derived there from."

### **Agreement**

By accessing the iMarine Data e-Infrastructure, you acknowledge that you have read, understood and agree to be bound by these terms of use, and you declare that you have the legal authority to accept the terms on behalf of yourself or any other party you represent in connection with your use of the iMarine Data e-Infrastructure.

These terms of use are effective as of 30 September 2014.

### 3. iMarine Privacy policy

#### **iMarine Data Handling Privacy Policy & On-line Registration Privacy Statement**

Data collected through the iMarine on-line registration process is subject to Registration Process and Data Collection regulations, the European Directive 95/46 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. While registering to iMarine Data e-Infrastructure, your personal data will be collected and further processed in order to profile your interests and ensure you receive information accordingly.

#### **What personal information is collected, for what purpose and through what technical means?**

The personal data collected is for the sole purpose of profiling membership to the iMarine Data e-Infrastructure and any related messaging that may result from registration, which will be entirely within the remit of iMarine. Personal data collected include: name, surname, organisation, occupation, organisation type, sector(s), city, country, email, and area(s) of interest. Registered members will receive confirmation of their User ID and password, in order to: Access content on the iMarine Data e-Infrastructure and Receive notification of iMarine initiatives, project news and developments.

#### **Who has access to your data and to whom is it disclosed?**

No personal data is transmitted to third parties nor to members of the iMarine Consortium, other than the iMarine Partnership Members. Data is not accessible by other registered members. Statistical information, such as professional role, country provenance, and organisation type, is provided to the European Commission or to iMarine Partnership, for the sole purpose of reporting on iMarine Community Membership.

#### **How is your data protected and safeguard?**

All the personal data collected is stored through means which must guarantee data protection and confidentiality as required by the Regulation (EC) 45/2001.

#### **How can personal data be verified, modified or deleted?**

The User Profile can be verified and modified at any time. To unsubscribe from the iMarine Data e-Infrastructure, follow the steps indicated at the bottom of your User Profile page.

### **How long is data retained?**

Personal data is retained for as long as the iMarine Data e-Infrastructure is available and operational for its user communities. Registered members will be informed when their community or membership thereof will be terminated.

### **VRE security issues**

**Storage:** the storage of data within the VREs is guaranteed without alteration as long as the iMarine Data e-Infrastructure is available.

Access to VREs and other resources (e.g. web services) is ruled by the iMarine authentication and authorization mechanism. All data in VREs are protected through encryption mechanism and user credentials are always requested for accessing any VRE.

Confidentiality of the data is preserved as long as authorized users do not publish their data. iMarine do not change the privacy settings of any VRE without explicit request.

All messages, annotations and any other communications within a VRE or among VREs are not accessible to the public.

### **Changes to this Policy**

The i-Marine.eu privacy policy will be revised or updated if practices change. You should refer to [this page](#) regularly for the latest information and the effective date of any changes. If changes are made to this policy, a new policy will be posted on our site and the date at the bottom of the page will be updated. Changes to the policy will not apply retroactively.