

# Terms of Data Access and Use – Tracking Ocean Wanderers

## **INTRODUCTION**

This document provides the terms of use for data submitted to the Tracking Ocean Wanderers database (hereafter known as “TOW”), managed by the BirdLife Secretariat on behalf of the seabird tracking community.

The main aim of TOW is to serve as a central store for seabird tracking data from around the world to help advance seabird conservation, to assist collaboration between data holders and to support the seabird tracking community in making their data publicly available.

Potential users must agree to these terms of use prior to submitting, requesting and/or accessing the data.

## **DEFINITIONS**

- A. “TOW” - Tracking Ocean Wanderers database
- B. “Data Use Agreement” – this document
- C. “Database” - the instruments and systems that store and make accessible the information lodged with TOW
- D. “Data owner” - The legal owner of the data (i.e. often an individual scientists’ employer organisation or the funding agency for the work of which the data is a product –or both). Note that any set of submitted data may have more than one data-owner.
- E. “Data requester” – the person or organisation requesting the data

## **DATA SUBMISSION AND OWNERSHIP**

1. Data submitted to TOW remains the property of the data owner at all times and will not be shared with any third party without the previous agreement of the data owner. It is the responsibility of those submitting the data to provide the names and contact details of all data owners.
2. Data submitted to TOW will be held and managed by BirdLife International and are protected/covered by the terms of data access and use in this document.
3. Data submitted to TOW will be shown online via a bespoke website (currently located at [www.seabirdtracking.org](http://www.seabirdtracking.org); hereafter know as TOW website) unless otherwise stipulated by the data owner.
4. Data owners are responsible for ensuring that data are uploaded in accordance with predefined TOW standards (as shown via the TOW website). Data owners shall inform TOW of any errors, inaccuracies or necessary updates with respect to data which they have provided to TOW as soon as possible after becoming aware of such issues.
5. Data submitted to TOW will be shown in the TOW website as individual tracks, projected to the scale of the data (i.e., projected to the extent of each track) unless otherwise stipulated by the data owner.

6. Metadata (i.e. names of the data owners, species, site of deployment, device used, breeding status, number of tracks and limitations imposed on data use) may be shared with other tracking databases and websites (e.g. Movebank, OBIS, seaturtle.org) to facilitate the interoperability and usefulness of these databases, unless otherwise stipulated by the data-owner.
7. In case of loss of contact with a data-owner (i.e., non-reply to e-mails from BirdLife International for more than 12 months), BirdLife International will manage the data request procedure on behalf of the data owner, consistent with any limitations originally stipulated by the data owner.

#### **DATA REQUEST AND PERMISSIONS**

8. All requests to use data via the TOW website are governed by the standard data request procedure described below, whereby the data owner retains control over how and when data are used, unless they choose to cede this right to BirdLife (see point 13 below).
9. All data requests should be logged through the TOW website via the data request form.
10. Data can be requested in a range of formats (e.g. raw data, kernel maps, track-lines), conditional to the approval of the relevant data owners.
11. Data management charges may apply for requests requiring data processing to deliver requested products, in order to cover the time spent by BirdLife International in developing such products.
12. All data requests submitted via the TOW website will follow a “standard data request procedure” whereby they are passed to data-owners for review. Data owners then approve, amend or refuse the request as they deem appropriate.
13. Data owners may opt to give BirdLife International the right to approve or deny requests without the need to seek written consent each time the data are requested.
14. Data requests should stipulate any plans regarding data owners co-authorship, acknowledgement, and right to comment before publication.
15. Data-owners are free to stipulate additional conditions to those contained in this document that they require in order to approve a specific data request.
16. Once consent has been obtained, data requesters shall adhere to the following conditions:
  - a. All conditions required by the data owners must be met. These may include co-authorship, acknowledgement, right to comment before publication, and others as the data owners sees fit;
  - b. The recipient of the data will provide a full and appropriate acknowledgement and citation in any materials or publications derived in part or in whole from the data; relevant citation details will be provided with each dataset.
  - c. Reproduction of the data, or products derived from it, either whole or in part, for financial gain is prohibited without prior permissions from all relevant data owners and from BirdLife International.

- d. The recipient will only use the data provided for the purpose for which it was requested, if subsequent or different use is required the recipient must undertake a repeat data request.
- e. It is the responsibility of the data-requester to adhere to their stated intentions in relation to the use of the data and to any conditions imposed by the data-owner. BirdLife International cannot be held responsible for any failure in these regards.
- f. Data shall not be passed on to any third parties. All requests involving use by a third party should be directed back to the TOW website.
- g. Use of these data does not constitute endorsement by BirdLife International or the data owners of any derived products, reports or analyses. The BirdLife International logo must not be used on any derived products without explicit permission.
- h. BirdLife International retains the right to comment on any materials produced.

## 1. **COMMERCIAL USES**

17. "Commercial requests" are all requests that involve a) any use of the data requested by, on behalf of, or to inform or assist the activities of, a commercial entity (an entity that operates 'for profit') or b) use of the requested data by any non-profit entity for the purposes of revenue generation.

18. In addition to the points laid out in 8-16 above, the following shall also apply to commercial requests:

- a. A charge of £250 per dataset (i.e. each dataset available via the TOW website) will apply for commercial requests.
- b. Funds gathered from commercial requests will be managed by BirdLife International and used exclusively to support TOW management and to create a fund to sponsor future tracking studies.
- c. 25% of funds will go towards TOW management (i.e. server costs, database manager time), with the remaining 75% included within a tracking fund.
- d. The tracking fund will be opened for proposals once it has reached £10,000.
- e. The fund will only be available to TOW contributors.
- f. Proposals to this fund will be vetted by a steering committee of tracking experts but priority will be given to proposals looking to fill gaps in the overall TOW dataset, whether from a species, a site or a life-history stage perspective.

## 2. **DISCLAIMER**

BirdLife International makes no warranties or representations, express or implied, regarding the use of the material appearing in this dataset with regard to their correctness, reliability, accuracy, or otherwise. The material and geographic designations in this dataset do not imply the expressions of any opinion whatsoever on the part of BirdLife International concerning the legal status of any

country, territory or area, nor concerning the delimitation of its frontiers or boundaries. Neither BirdLife International nor its affiliated or related entities or its content providers shall be responsible or liable to any person, firm or corporation for any loss, damage, injury, claim or liability of any kind or character based on or resulting from any information contained in the dataset. BirdLife International may update or make changes to the data provided at any time without notice; however, BirdLife International makes no commitment to update the information contained therein.

### 3. **ERRORS AND OMISSIONS**

BirdLife International endeavours to maintain accurate and up-to-date data at all times. However, if errors or omissions are identified, the user should notify BirdLife International so that they can be corrected in future releases of the data.