

## LifeWatchGreece RESEARCH INFRASTRUCTURE

### DATA SHARING AGREEMENT

#### GENERAL TERMS

##### Data Submission Agreement

The submission of data to the LifeWatchGreece Research Infrastructure (RI) database prerequisites the agreement with the rights and obligations of the Data Provider, as well as with the terms of operation of LifeWatchGreece RI, as presented below.

##### Glossary of Terms

For the purposes of the present document, the content of the terms used is defined as following:

Data: Individual pieces of information within LifeWatchGreece RI. To be submitted and integrated into the RI, these must be digitized.

Dataset: Collection of thematically related data, such as results from a sampling campaign, literature collections, results from analyses, sets of occurrence records, etc.

Metadata: Within LifeWatchGreece RI, metadata stands for “metadata of a dataset” and consists of a minimum set of information describing the purpose, the content, the involved persons and the terms of use (licenses and embargo period) of the actual dataset.

User: Any entity (person, institution, organization or electronic infrastructure) who uses the Internet to access data through the LifeWatchGreece RI.

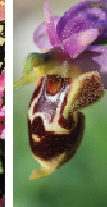
Data Provider: The person or legal entity submitting data to LifeWatchGreece RI or to any other publicly available repository, such as MedOBIS and GBIF. This person or entity may or may not be identical with the Data Owner (see bellow), but usually is responsible for the dataset and its contents (e.g. the Data Provider may be the principal investigator of a project who assembles the data, the data are, however, owned by his institution).

Data Owner: The person or legal entity possessing the Intellectual Property Rights (IPR) resulting from the act of creating a digital data record. The Data Owner may or may not be identical with the Data Provider (e.g. data resulting from a project within an institution are property of the institution not of a person. Thus, a proper license for the use of these data should be issued by the dean or the director of such institution).

Manager: For the terms of this agreement, the LifeWatchGreece RI.

##### Agreement Duration

The present data sharing agreement remains valid for the duration of the LifeWatchGreece RI operation.



Taking into account the above-mentioned and the mutual agreements stated in the current agreement, the signing parties agree in the following:

## **SPECIAL TERMS**

### **Part I: Data Provider's Rights**

1 The Data Provider is the sole rights-holder of all data and datasets submitted, or is permitted by all rights-holder(s) to submit the data, in case that the Data Provider and the Data Owner are not the same person. Under no circumstances does the submission of data and datasets constitute transfer of ownership over them.

2 The Data Provider retains the right to embargo the submitted data, for a specific period of time defined in the metadata registry, which cannot exceed 5 years. The embargo time can be extended on the request of the Data Provider and upon the Manager's approval. In every case the embargo right should not be used abusively or in a way that contradicts the purposes of the LifeWatchGreece RI. The total duration of the embargo right cannot exceed 10 years.

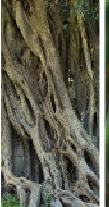
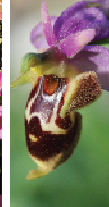
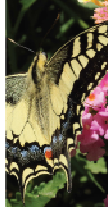
3 The Data Provider retains the right to unpublish or withdraw the submitted data and datasets. Metadata, however, remain published, according to the article 5 below, and the data, though no longer publicly available, remain stored in the database for safety purposes.

### **Part II: Terms of use and implementation by the Data Provider**

4 The Data Provider asserts that he accepts the obligation to choose one of the two Creative Commons Licenses (CC Zero or CC-BY) provided for any submitted data or dataset. The license type can change upon request of the Data Provider. Waivers regarding the submitted data (CC Zero) cannot be recalled or changed to CC-BY. Any subsequent change in the license status, does not affect the status of already submitted data and datasets or any founded publishing rights of the Manager on these data. The Manager is under no obligation to publish submitted data unless the above terms have been fulfilled by the Data Provider.

5 During the submission of data the Data Provider provides a minimum set of metadata, to assist on the easier search of data and datasets within the database. Metadata, regardless of the chosen under article 4 CC license for data, are always publicly available under a CC Zero license. Data are publicly available to all users based on the chosen license (CC Zero or CC-BY), unless the data have been placed under embargo under the terms of article 2.

6 The Data Provider is obliged to provide consistent and true details for the identification of data and for the identification of the Data Owner, for any purpose, and to make all necessary efforts for the accuracy of submitted data.



7 The Data Provider warrants that the content of the submitted data and dataset does not breach any law or sensitive data status, it is original and does not infringe the copyrights of any other person. If it contains data that are copyrighted by a third-party, permission must have been ensured from the rights-holder to include these data in the dataset. Any third-party data for which the necessary permissions have not been obtained, must have been deleted from the dataset before submission. If the dataset has been sponsored or subsidized by any institution or organization other than the employer of the Data Provider, all obligations to that institution or organization regarding publication must have been fulfilled. The Manager is not responsible for any breach of copyright relating to the above.

8 The Data Provider accepts that by submitting the data in the RI, authorizes the maintenance, reproduction, distribution, availability and reuse of the data within the database, as well as to other relevant databases. The distribution of the data to other means, under no circumstances changes the license or the rights of the data, as chosen during the submission.

### **Part III: Terms of use and implementation by the Manager**

9 The Data Provider will cooperate as Data Provider and Owner with the Manager for the data maintenance and management and where necessary for their improvement.

10 The Manager can perform quality controls and provide quality assurance annotation.

11 In case of problem ascertainment during the quality control performed under Article 10, the Manager is allowed to annotate the datasets and to mark inconsistencies, where appropriate. No data values can be replaced or corrected without retaining the original data value and without the Data Provider/ Owner's consent.

12 Data can be reformatted in order to be compliant with international standards and for integration with other data, data infrastructures and storage systems.

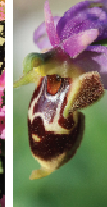
13 The Manager, implementing article 5, will publish metadata via the LifeWatchGreece RI portal.

14 Citations are created for the dataset in collaboration with the Data Owners and/or Data Providers.

15 Sensitive data are concealed and protected.

16 Data Providers have the option to publish their datasets as a formal publication.

17 The Manager and his associates are not liable or responsible, for the data contents or their use, subject to the provisions and terms of this document, or for any loss, damage,



claim, cost or expense however it may arise, from a third party's inability to use the LifeWatchGreece RI.

18 No financial claim can be derived from any part regarding the submission, publication, editing or subsequent use of data and data collections.

#### **DENOUNCIATION OF THE AGREEMENT**

19 The Data Provider retains the right to denounce the current agreement, with the subsequent potential withdrawal of data and datasets. In this case none of the Manager's rights are affected for up to that point usage.

#### **AMMENDMENT OF AGREEMENT TERMS**

20 The Manager has the right to amend the terms of the current agreement. In this case, a prior written notification (by paper or via electronic means) to the Data Provider is issued, after which the agreement can be denounced according to article 19.

#### **PROROGATION OF JURISDICTION**

21 This agreement shall be governed by the Greek Law and shall take effect on the date of data submission which entails its acceptance by the Data Provider. In addition, by its acceptance the parties, as well as any third users, agree that for any dispute, difference, contractual or tortious, on the implementation or interpretation of the terms of the present agreement, the exclusive jurisdiction lies with the Greek Courts, in accordance with article 42 of the Civil Procedural Code.

#### **Coordinator of LifewatchGreece RI**

Dr Christos Arvanitidis

Position: Senior Researcher

Date: 31/3/2016

Signature

#### **Data Provider**

Name: Faiza Ali Abd-El-Naby

Position: Assistant Professor

Date: 12/3/2016

Signature

*Faiza Ali Abd-El-Naby*