

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

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 will be added in a later stage.

As agreed by iMarine Board², the general structure of this draft policy document represents the structure expected for the final iMarine policy on data access and sharing. Indeed this is a draft which will trigger further feedback from iMarine Board members and stimulate debate towards the finalization of the first published version of the iMarine policies and guidelines on data access and sharing.

This document is complemented with the “iMarine Community Best Practices” (iMB3/2013/6.1b) which is at an initial stage of collecting policy principles and considerations. A dedicated annex has been added for the ongoing discussion on the identification of the most appropriate Metadata standards for iMarine.

1.1 Revision History

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

Action expected from iMarine Board members: review this document prior to the third iMarine Board meeting (25-26 March 2013), and be ready to provide a general opinion on the document as well as specific points for discussion during the meeting. The meeting will strive to provide guidance for further compilation of the iMarine policies.

Inputs and sources which have been consulted for the compilation of this document are available in the iMarine Wiki at http://wiki.i-marine.eu/index.php/Talk:EA-CoP_Data_Access_and_Sharing_Policies.

2. iMarine Terms of Use

The iMarine Policy and Guidelines consists of the “Terms of Use”, the “Privacy Policy”, and the “Community Best Practices”. <As a preamble, users are invited to acknowledge the iMarine mandate.>

Mandate

<Text to be developed by the Board>

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The data and information made available through www.i-marine.eu are available under terms described in the “license” or “constraints” field (business meta-data) of individual dataset records. Except where otherwise noted (i.e. in case of primary requirement to comply with the data provider’s policy) this is the [Creative Commons License](#).

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Your Agreement to the Terms

YOUR ACCESS OR USE OF ANY SITE, VRE OR SERVICE IN ANY WAY SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using any site, VRE or Service you also declare that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any site, VRE or Service. If you do not agree to the Terms, you are not authorized to use any site, VRE or Service.

iMarine On-line Community <Current project situation>

The on-line community of iMarine is composed of a support community organized in the iMarine **Channel**, and the active users of the data and applications through the iMarine **Gateway**.

Users can register themselves as a “iMarine **Channel** Community Member” to request access to services provided by iMarine such as newsletter, download area, video repository, personal web space.

Please consult the [Privacy](#) page and [iMarine Community Best Practices](#).

In addition, users can register themselves on the iMarine **Gateway** to join one or more Virtual Research Environments (VRE's) and / or gCubeApps. This request will have to be approved by the VRE manager.

iMarine Gateway <Current project situation - to be adapted to iMarine agreed business model>

The iMarine gateway is the access point to iMarine products and services.

iMarine is welcoming any institution in the field of fisheries management and conservation of marine living resources.

Access is granted to individual Users who are members of those institutions/organizations having an established agreement with the iMarine consortium, or to individual Users being authorized through iMarine Board Members.

Virtual Research Environments (VREs)

In iMarine, collaboration services and related access to data are available through Virtual Research Environments (VREs). These VREs can take various forms including web interactive user interface, web applications, pluggable standalone user interface.

Only authorized users access data and services exposed through these VREs.

There are different levels of user authorization available: VRE manager, and VRE User.

- VRE Managers have the right to grant access to other users and to assign roles.
- VRE Users can upload and manage data within dedicated VRE(s) according to their authorization level.

VRE's can be created for a specific period and a specific task, and the VRE Designer or the VRE Manager selects the services that are made available in the VRE. A document defining the roles at iMarine e-Infrastructure level is available at http://wiki.i-marine.eu/index.php/Virtual_Research_Environments_Deployment_and_Operation:_Procedures.

By default, data uploaded in iMarine are private and under the ownership and confidentiality rules of the User of the VRE who is the custodian of the data on behalf of the owning institution or organization.

Each dataset uploaded to e-Infrastructure is accompanied by a semi-automated collection of descriptive metadata.

Only metadata formats considered as iMarine standards can be fully supported. All other metadata cannot be preserved during the upload process and must be added manually, i.e. by adding a coverage type.

Posting Content on iMarine Services

You can post content to a Service only if (a) you created and own the rights to the content or you have the owner's express permission to post the content; and (b) the content does not infringe any other person's or entity's rights (including the copyrights, trademarks, or privacy rights) or violate any applicable laws, this Terms of Use, Privacy Policy, our Community Best Practices, or any other posted policies. iMarine can remove content for any infringing reason.

The iMarine e-infrastructure is supporting the principles of the "Ecosystem Approach to Fisheries Management and Conservation of Marine Living Resources" (EA) and it empowers practitioners from multiple scientific fields such as fisheries, biodiversity and ocean observation. Users are expected to post content fulfilling the iMarine objectives and scope, thus contributing to science-based support to decision making in the field of the EA.

You are responsible for any content you post to our Services and the consequences of sharing or publishing such content with others or the general public. This includes, for example, any personal information, any confidential data or any unofficial data. iMarine is not responsible for the consequences of sharing or posting any personal or other information on its services.

When you use a service to **load** content into a VRE, you retain the irrevocable, exclusive, worldwide right and license to use, reproduce, modify, display, remix, re-distribute, create derivative works, and syndicate your content in any medium and through any service. Only where you have specifically shared, or used a specialized service for sharing data, will your data become part of a derivative work to be licensed under a schema selected by the owner.

Shared Data

iMarine offers data sharing at different levels: within a VRE, among different VREs and by publication to data repositories that may be accessible to external users. Data sharing in the e-infrastructure is possible for registered users only.

Each shared set of data is associated to a copyright license. A CC license if the dataset is obtained with a mash up process from different sources (a true derivative product), any other license (not technically supported by iMarine) in case of unaltered product shared with other Users/VREs. In both cases the metadata must be filled (if not automatically compiled) and a preferred citation must be indicated.

When you use a Service that allows users to **share, transform, readapt, modify, or combine user content with other content**, you grant us and our users an irrevocable, non-exclusive, royalty free, perpetual, worldwide right and license to [use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate] your content [in any medium and through any form of technology or distribution] and to permit any derivative works to be licensed under these same license terms.

Any user accessing shared data must behave according to the copyright license of the dataset. However, the e-Infrastructure does not control or audit access to and / or audit use of shared data. It can therefore not impose a shared data policy, but can encourage sharing according to best practices.

Exposing data within the iMarine infrastructure (i.e. sharing through one or more VREs) will make them accessible only to authorized users, and cannot be accessed from outside.

Public Data

The VRE authorized users can publish data and make it available to the public exposing to general view with no restrictions except for a registration procedure. Each published set of data is associated to a copyright license.

Published data can be accessed by the general public through the iMarine site and through dedicated web applications (e.g. web services).

Secondary Use

Data accessed through i-Marine.eu do not, and should not, include controls over its end use. However, as the data owner or authoritative source for the data, the submitting Organizations or Institutions must retain version control of datasets accessed. Once the data have been downloaded from the site, iMarine cannot vouch for their quality and timeliness. Furthermore, iMarine cannot vouch for any analyses conducted with data retrieved from i-Marine.eu.

Derivative Work and Data Citation

Derivative work should only be produced by complying with the terms and conditions established in the license of the used dataset(s).

The derivative work is owned by the legitimate copyright holder identified among the contributors co-owning the new product and is the contact point for any use, re-use/re-distribute request.

Derivative work may contain data retrieved from the e-Infrastructure.

Every dataset should include in its metadata at least a preferred citation, a reference to the e-infrastructure source dataset and its generation date, and the date that data were accessed or retrieved from www.i-marine.eu. If the dataset in iMarine was a composition of multiple datasets with different citations, the owner of the dataset should have added that to the relevant metadata.

If such derivative work is produced through VREs, iMarine generates a default citation, which matches references to sources used for the derivative work and their respective citations.

Finally, users must clearly state that "iMarine cannot vouch for the data or analyses derived from these data after the data have been retrieved from i-Marine.eu."

These Terms of Use are Effective as of March 19, 2013.

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 Channel, 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 Web Channel 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 Channel 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 Channel, 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 Web Channel 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 Gateway 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.
