



# **Northwest Environmental Data Network (NED) Portal**

## **Data Sharing Agreement<sup>1</sup>**

Version 4 (July 2006)

### **Background**

The goals and principles of making Pacific Northwest Environmental data openly and universally available have been defined in the NED Memorandum of Understanding.

The Participants who have signed the MOU have expressed their willingness to support collaborative action and joint activities with respect to improving the collection, management, and sharing of environmental data and information.

Data providers often participate in several data sharing arrangements at different levels (thematic, community, regional, national, global).

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<sup>1</sup> This data sharing agreement borrows significantly from the GBIF (Global Bio-Diversity Information Facility) Information Sharing Agreement.

NED data sharing should take place within a framework of due attribution.

Therefore, when registering their services with NED, the data providers agree as follows:

## 1. Data Sharing Agreements

1.1. Environmental data accessible via the NED network are openly and universally available to all users within the framework of the NED Data Use Agreement and with the terms and conditions that the data provider has identified in its metadata.

1.2. NED does not assert any intellectual property rights in the data that is made available through its network.

1.3. The data provider warrants that they have made the necessary agreements with the original owners of the data that it can make the data available through NED network.

1.4. The data provider makes reasonable efforts to ensure that the data and metadata they serve are accurate and will describe known data limitations.

1.5. Responsibility regarding the restriction of access to sensitive data resides with the data provider.

1.6. The data provider, will, in consultation with the NED Data Steward include a stable and unique identifier (an Institution code) in their data so that the owner of the data is known and for other necessary purposes. The Institution code is a short string, usually a 3-6 character acronym derived from the name of the Institution.

1.7. The NED Portal may cache a copy and serve full or partial data further to other users together with the terms and conditions for use set by the data provider. Queries of such data through the NED Portal can be reported to the data provider.

1.8. Data providers are endorsed by a NED Data Steward, if applicable, before their metadata is made available by the NED Portal Data Steward.

1.9. The NED Portal is not responsible for data content, data quality or the use of data. The quality of the data is the responsibility of the provider of the data.

1.10. The NED Portal is not liable or responsible, nor are its employees or contractors, for the data contents; or for any loss, damage, claim, cost or expense however it may arise, from an inability to use the NED network.

## 2. Service Levels

### NED Portal

2.1. Services provided by the NED Portal are managed in accordance with the NED Work Program.

2.2. The NED Portal's service provision includes software components and updates, interfaces, indexing and registry services, helpdesk, and training to assist the Participants to maintain Internet portals.

2.3 The NED Portal will provide 24hr/7day per week access to published data resources. Advance notice, where possible, of exceptions to 24hr/7 day per week access will be published on the NED Portal site.

### NED Participants

2.3. NED Portal Participants keep the NED Portal informed of their contact and service information.

2.4. NED Portal Participants maintain services that enable new and existing data providers in their domain to be integrated within NED Portal network, and the data owners be identified, as appropriate.

2.5 The NED Steering Committee is responsible for oversight of the NED Portal and creation of NED Data Stewardship roles and responsibilities.

2.6 NED Portal participants are committed to providing access to data resources listed in the NED directory, or alternatively providing 60day notice of their intention to limit or otherwise prevent access.

## 3. Definitions

- NED Participant: Signatory of the NED Memorandum of Understanding (MOU).
- NED Steering Committee: Administrative entity, empowered by signatories of the NED MOU to execute the NED Portal work plan, and maintain the central services for the NED Portal.
- NED network: The infrastructure consisting of the central services of the NED Portal, Participant nodes and data providers. Making data available through NED network means registering and advertising the pertinent services via the NED central services.
- Node: A data provider designated by a NED Participant that maintains a stable computer gateway that makes data available through the NED network.
- Participant Node: An organizational unit designated by the NED Participant to coordinate activities in its domain. It may also provide data.
- Environmental Data: Data on Pacific Northwest species, water and habitats.

- Metadata: Data describing the attributes and combinations of the environmental data.
- Data: Environmental data and metadata.
- Data sharing: The process of and agreements for making data freely and universally available on the Internet.
- Data provider: A custodian of data making it technically available. This may or may not be the data owner. If not they will have declared to NED that they have permission to make the data available.
- User: Anyone who uses the Internet to access data through the NED network.
- Owner of data: The legal entity possessing the right resulting from the act of creating a digital record. The record may be a product derived from another, possibly non-digital product, which may affect the right.
- Sensitive data: Any data that the data provider does not want to make available, e.g. precise localities of endangered species.