

## **Tropical Ecology, Assessment and Monitoring (TEAM) Network Data Use Terms and Conditions**

1. **INTRODUCTION.** The Tropical Ecology, Assessment and Monitoring (“TEAM”) Network Data Use Terms and Conditions (“Terms and Conditions”) outline the TEAM Network standards for data sharing, access, authorship, citation, and restrictions of TEAM data and apply to all users of TEAM data (including TEAM data contributors when using TEAM data collected by other TEAM sites).

The TEAM Network of Conservation International funds and coordinates the systematic monitoring of biodiversity through a network of tropical field stations, to quantify and forecast changes in biodiversity at local, regional and global scales. TEAM aims to understand both the underlying dynamics of biodiversity, and the responses of biodiversity to major drivers of change, particularly changes in climate and land use/land cover. The TEAM Network members recognize that achieving this goal requires the coordination of an integrated and systematic sampling program at multiple spatial and temporal scales. Further, to maximize the utility of TEAM data for change detection and for informing the development of sound conservation strategies, rapid dissemination of TEAM data to the global scientific and conservation communities is crucial. Thus, the TEAM Network is committed to making TEAM data globally accessible to the scientific and conservation communities and to the general public.

2. **TEAM NETWORK DATA ACCESS REQUIREMENTS.** Access to all TEAM data is subject to requirements set forth by these Terms and Conditions to enable data providers to track usage, evaluate its impact in the community, and confirm users' acceptance of the terms of acceptable use. These requirements are standardized across the TEAM Network to provide contractual exchange of data among the Data Set Creators (defined below) within the TEAM Network and Data Users (defined below) that can be encoded into electronic form and exchanged between computers. This will allow direct access to data through a common portal once these requirements have been fulfilled. The following registration information is required directly or by proxy prior to the transference of any Data Set:
  - a. Name
  - b. Affiliation
  - c. Email Address
  - d. Full Contact Information
  - e. Acceptance of the below General Data Use Agreement
  - f. A Statement of Intended Use that is compliant with the Approved use defined below. Such statements may be submitted explicitly or made implicitly via the data access portal interface.
3. **GENERAL DATA USE AGREEMENT. IMPORTANT: PLEASE READ CAREFULLY.** Use of the Data Set (defined below) is subject to the Terms and Conditions set forth below. By downloading, copying, or otherwise using a TEAM Data Set, the Data User (defined below)

agrees to be bound by these Terms and Conditions and enters into a legally binding Agreement with the Data Set Creator (“Agreement”). By refusing to agree to the terms provided herein, the Data User is not authorized to use the Data Set.

a. Definitions

- i. Data Set. Digital data and its metadata provided through the data access portal interface, or through other media, including data and metadata derived from TEAM monitoring protocols, field observations, collections, laboratory analysis, camera trap images, all written, recorded, graphic, audio, visual, and other materials in any media, whether or not subject to copyright protection, or the post-processing of existing data and identified by a unique identifier issued by the TEAM Network.
- ii. Third Party Data Set. Digital data and its metadata provided through the data access portal interface, or through other media, **not** derived from TEAM monitoring protocols, but provided by third party Data Set Creators.
- iii. Data Set Identifier. A unique identifier created by the information system to be included with a Data Set for the purpose of tracking and ongoing identification.
- iv. Data User. Individual to whom access to this Data Set may be granted, subject to acceptance of these Terms and Conditions by such individual and his or her immediate collaboration sphere, defined here as the institutions, partners, students and staff with whom such individual collaborates and to whom access must be granted in order to fulfill the such individual’s intended use of the Data Set.
- v. Data Set Creator. Individual or institution that produced the Data Set.
- vi. Data Set Contact. Party designated in the accompanying metadata of the Data Set as the primary contact for the Data Set.

b. Conditions of Use

- i. Purpose. The sharing and dissemination of scientific data has the potential to greatly increase communication, collaboration and synthesis within and among disciplines, and to improve the scientific foundations for conservation, and thus is fostered, supported and encouraged by the TEAM Network.
- ii. License. The Data Set Creator hereby grants to the Data User a non-exclusive, royalty-free license to copy, use, and create derivative works from this Data Set, subject to the terms of this Agreement, and is sub-licensable only in accordance with the terms set forth herein, including Section 3 b. iv (Redistribution) below.
- iii. Approved use. Use of the Data Set is restricted to academic, research, educational, government or other charitable or humanitarian purposes that are not-for-profit. The Data User is permitted to produce and distribute derived works from this Data Set provided that those derivatives are released under the same license terms as those accompanying this Data Set. Any other uses for the Data Set or its derived products will require explicit permission from the Data Set Creator.
- iv. Redistribution. The Data Set is provided for use by the Data User. The metadata and this license must accompany all copies made and be available to all users of this Data Set. The Data User will not redistribute the original Data Set for purposes other than those permitted in Section 3 B. iii (Approved use).
- v. Attribution. The Data Set has been licensed in the spirit of open scientific collaboration. The Data User agrees to notify the Data Set Creator prior to use of the data, and to provide an explanation of how the Data Set is intended to be

used. In addition, the Data User agrees to offer clear and prominent attribution to the Data Set Creator if such attribution is requested by the Data Set Creator.

- vi. Citation. The TEAM Data Sets are made immediately available as soon as possible after field collection; however, taxonomic identification and other quality control processes may require several months to complete. Therefore, the TEAM Data Set may undergo periodic revision and it is necessary to track Data Set versions in any derived products. Thus, the Data User agrees to properly cite the Data Set, including the Data Set Identifier, in any publications or in the metadata of any derived data products that are produced using the Data Set. Citation shall take the following general form: *Creator, Year of Data Publication, Title of Data Set, Data Set Identifier*.
- vii. Acknowledgment. The Data User agrees to include the following acknowledgment in any publications where the Data Set contributed significantly to its content:

*"All data in this publication were provided by the Tropical Ecology Assessment and Monitoring (TEAM) Network, a collaboration between Conservation International, the Missouri Botanical Garden, the Smithsonian Institution, and the Wildlife Conservation Society, and partially funded by these institutions, the Gordon and Betty Moore Foundation, and other donors."*

In addition, the Data User agrees to include any additional acknowledgment of institutional support or specific funding awards provided in the metadata accompanying this Data Set, including those requested by the Data Set Creator, in any publications where the Data Set contributes significantly to its content.

- viii. Notification. The Data User will register the citations to all publications and derivative works based on or derived from the Data Set at [www.teamnetwork.org](http://www.teamnetwork.org) or, if the registry is not available, by sending an email message containing the complete citation to [team-webmaster@teamnetwork.org](mailto:team-webmaster@teamnetwork.org). In addition, the Data User will notify the Data Set Contact when any derivative work or publication based on or derived from the Data Set is distributed. The Data User will provide the TEAM Network Office and the Data Set Contact with two reprints of any publications resulting from use of the Data Set and will provide copies, or on-line access to, any derived digital products.
- ix. Limitation. The non-exclusive license provided herein is limited solely to the information and data included within the applicable Data Set and shall not extend to any Third Party Data Set, software, source code, object code or other technology or works of authorship not expressly identified herein as part of the applicable Data Set. All software and Third Party Data Sets downloaded from the TEAM website shall be subject to separate licensing terms that are disclosed with such software and Third Party Data Sets.
- x. Termination. By accepting this Data Set, the Data User agrees to abide by the terms of this Agreement. The Data Creator and the TEAM Network shall have the right to terminate this Agreement immediately by written notice upon the Data User's breach of, or non-compliance with, any of its terms. The Data User

may be held responsible for any misuse that is caused or encouraged by the Data User's failure to abide by the terms of this Agreement.

4. Disclaimer. THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF ANY DATA SET, IN WHOLE OR IN PART, IS NOT GUARANTEED. ALL DATA SETS ARE MADE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DATA USER HOLDS ALL PARTIES INVOLVED IN THE PRODUCTION OR DISTRIBUTION OF THE DATA SET HARMLESS FROM DAMAGES RESULTING FROM ITS USE OR INTERPRETATION INCLUDING ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES OR LOST PROFITS.
5. Arbitration. It is the policy of the TEAM Network to make every reasonable effort to resolve all issues or disputes that may arise under this Agreement fairly by negotiation without litigation, if practicable. Any dispute arising out of or relating to this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time the dispute arises. Any disputes that cannot be resolved by negotiation shall be subject to arbitration using a single arbitrator. The arbitration shall take place in Washington, DC, in English, and the results of such arbitration shall be final, non-appealable, binding on each party, and enforceable in any court of competent jurisdiction. The terms and conditions of this Agreement shall be construed in accordance with the laws of the District of Columbia, without regard to any conflicts of laws principles.
6. Acknowledgement. DATA USER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. DATA USER FURTHER AGREES THAT THIS AGREEMENT SUPERSEDES ANY PREVIOUS LICENSE, AGREEMENT, OR PROPOSAL, WHETHER WRITTEN OR ORAL, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.
7. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
8. Waiver. Conservation International may specifically and expressly waive any breach of this Agreement by Data User, but no such waiver shall constitute a continuing waiver of similar or other breaches. Conservation International's consent or approval of any act by Data User shall not be deemed to render unnecessary the consent to or approval of any subsequent act by Data User.
9. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to its subject matter hereunder, is intended as a complete and exclusive statement of the terms of their agreement, and supersedes any prior or contemporaneous agreements or understandings relating to the subject matter hereunder.

*Updated: May 24, 2012*

10. Notices. Notice under this Agreement shall only be deemed to have been sufficiently given to Conservation International when served personally, sent by U.S. First-Class Registered or Certified Mail or by expedited delivery service with return receipt requested, addressed at the addresses set forth below.

If to Conservation International Foundation

Attn: Eric Fegraus

Address: 2011 Crystal Drive, Suite 500

Arlington, VA 22202

USA

Phone: (+1) 703-341-2400

Email: [efegraus@conservation.org](mailto:efegraus@conservation.org)