

Seabird Tracking Database Terms of Data Access and Use

1. INTRODUCTION

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

The main aim of the STD 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.

2. DEFINITIONS

- “Seabird Tracking Database” (“STD”) – the database and associated systems that store the seabird tracking data and associated metadata (including details of data owners). Formerly also known as the “Tracking Ocean Wanderers” database.
- “STD website” – the website that hosts the Seabird Tracking Database, currently at www.seabirdtracking.org. It shows details of the data held within the STD, enables user account creation, and facilitates the data request process.
- “Data Use Agreement” – this document.
- “Data owner” - the owner of the dataset hosted in the Seabird Tracking Database (usually an individual scientist, may be acting as the proxy for the legal owner of the data which is often their employer organisation or funding agency for the work of which the data are a product – or both).
 - Note that any set of submitted data may have more than one data-owner.
- “Data requester” – the person or organisation requesting to download the dataset(s) for their use.

3. DATA SUBMISSION AND OWNERSHIP

1. Data submitted to STD remain 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. Data owners must have a user account with the Seabird Tracking Database, which requires agreeing to the STD Privacy Policy, which can be found at seabirdtracking.org/privacypolicy.

2. Data submitted to STD 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 STD will be shown online via the STD website unless otherwise stipulated by the data owner.

4. Data owners are responsible for ensuring that data are uploaded in accordance with predefined STD standards (as shown via the STD website). Data owners shall inform BirdLife International of any

errors, inaccuracies or necessary updates with respect to data which they have provided to STD as soon as possible after becoming aware of such issues.

5. Data submitted to STD will be shown in the STD website at the visibility level specified by the data owner uploading the data or instructing the BirdLife team to upload the data on their behalf. If no level is specified, the data will be shown as individual tracks, projected to the scale of the data (i.e., projected to the extent of each track).

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 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.

4. DATA REQUEST AND PERMISSIONS

8. Users may not use data contained in the STD in any publication, product, or commercial application without obtaining permission via a data request, as detailed below.

9. All requests to use data via the STD 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 9 below) or pre-approve some requests (see point 10 below).

10. 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.

11. Data owners may specify that their datasets are pre-approved for conservation-related request. In this case, any requests submitted which specify the Request type as “Conservation” will be automatically approved and the data prepared for download.

12. All data requests should be submitted through the STD website via the data request form. Requests submitted in this way 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. Data owners may reserve the right to be in direct contact with requesters, should it be more appropriate.

13. Data requests should stipulate any plans regarding data owners’ co-authorship, acknowledgement, and right to comment before publication. Data requests must also specify the “Request type”, which can be either “Conservation”, “Academic/Scientific”, “Commercial”, or “Other (specify in the details)”.

14. 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.

15. Once consent to use a dataset 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 owner(s) 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.
- 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. All maps produced using STD data should be provided with a caption acknowledging all data owners and the BirdLife International Seabird Tracking Database.
- g. Data shall not be passed on to any third parties or used in any projects outside of that for which the request was accepted. Any subsequent use of the data, either by the requester or otherwise, should constitute another request. All requests involving use by a third party should be directed back to the STD website.
- h. 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.
- i. BirdLife International retains the right to comment on any materials produced.

16. No data user shall hold any tracking device manufacturer or location processing service, the Seabird Tracking Database, BirdLife International, the data owner(s), or the original data provider(s) liable for errors in the data. While every effort has been made to ensure the integrity and quality of the database, Birdlife International (or whomever ultimately maintains this database) cannot guarantee the accuracy of the datasets contained herein.

5. 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. Any charges that a data owner may impose for commercial data requests are the responsibility of the data owner and data requester to settle. Birdlife International will not be involved in payments made for datasets held within the STD.

6. DISCLAIMER

BirdLife International makes no warranties or representations, express or implied, regarding the use of the material appearing in any set of data held in the STD with regard to their correctness, reliability, accuracy, or otherwise. The material and geographic designations in any set of data held in the STD 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 any set of data held in the STD. 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.

7. 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.

8. Our details

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