

This data policy restates the principles of access required of outputs of the EuroSITES project. It is expressed in terms applicable to EuroSITES, but does not supersede or diminish the access rights to data described in the Special Clause 29¹ (see terms below) of the Grant Agreement² as required by the EC. Beneficiaries have agreed that the EuroSITES Data Policy will meet the requirements of Special Clause 29, and hence that data collected under the auspices of EuroSITES will be distributed with access compliant with Special Clause 29.

Introduction

EuroSITES observatories monitor variables from near sea surface, throughout the water column down to the sea-floor and sub-sea floor. The purpose of the data management is to take the electronic signals recorded by the sensors and present them in association with relevant metadata such that they become useful data attributable as a EuroSITES output. EuroSITES is a network of observatories and each partner will benefit from sharing resources and knowledge from the level of sensor development and deployment through to data transfer, processing and security. The project is committed to continuing the successful data policy begun in the earlier ANIMATE and MERSEA projects and to comply with the policies set out in the INSPIRE³ directive. EuroSITES is a participant on the GEO Science and Technology Committee and will embrace the GEOSS data sharing principles:-

- There will be full and open exchange of data, metadata, and products shared within GEOSS, recognizing relevant international instruments and national policies and legislation.
- All shared data, metadata, and products will be made available with minimum time delay and at minimum cost.
- All shared data, metadata, and products free of charge or no more than cost of reproduction will be encouraged for research and education.

The principle of sharing is particularly applicable to data gathered in real-time, where short time lapse between collection and dissemination adds a unique dimension to those data. The timeliness of collection and processing of metadata to be associated with data sets is also vital to reduce the possibility of loss of metadata, and to allow potential users to discovery data sets.

Method

The EuroSITES Data Office will proactively seek metadata describing each deployment at each observatory, but it is also incumbent upon the partners to notify the Data Office of moorings, and sensors deployed, and variables measured. The general principle for EuroSITES, demonstrating the near operational status of the network, is that all data passing through the EuroSITES data processing stream will be deemed releasable. In the Description of Work each deliverable was agreed to have a dissemination level of either completely public (PU) or to be made available only to the partners (PP). Data sets will be released as soon as available. Exceptionally release will be deferred only for datasets where there is a pre-agreed time limit, for instance, to coincide with publication of specific papers using the data, but within a maximum of 2 years of processing. The only complete exception to the principle of free access is when there is a notified

issue of positive harm being caused by the release of the data, i.e. to the environment or to national/international security. All data sets, released or not, will have metadata describing the data set to allow data discovery published.

The data gathered within EuroSITES form the vital building blocks upon which scientists can base work to increase the body of knowledge. EuroSITES outputs will be used by decision makers to inform future policy. The importance of the intellectual value that scientists add to the raw data in transforming it into knowledge, and the benefit for partners working in the collaborative and synergistic environment engendered by EuroSITES cannot be underestimated and information within the metadata will ensure the outputs are identified as EuroSITES products and the partner effort acknowledged.

Data Flows

A calendar of cruises and work programs will be gathered and collated for all observatories. Such information is vital for foreseeing potential shortfalls in equipment and personnel availability and for highlighting collaborative opportunities.

All pre-EuroSITES data handling will continue until agreed replacement systems are in place.

Real-time data will be delivered to the EuroSITES data office in real or near-real-time and at no worse a time frame than was normal for that particular observatory before joining EuroSITES.

Raw data both from deployments and from associated calibration tasks such as CTD casts and analysis of bottle samples will be delivered/made available to the data office within a target of 20 working days of landfall, and at the very worst before the next cruise.

Quality controlled delayed-mode data will be delivered/made available to the data office and thence to the partner community within a target of 3 months from landfall, or before the next cruise which ever is sooner.

The data office will set up displays on the web site to indicate the state of the data receipts and will set up procedures, preferably automated, to remind data sources of approaching data target dates.

The data office will undertake to process the real-time data and ensure that quality controlled data is published on the GTS in a timely manner and will, once a systematic process had been established for each variable type, process any delayed mode data within a target of 20 working days of receipt.

The pages on the web site will be used as a means of monitoring the progress of processing and identifying any delays within the system.

Terms

Special Clause 29

29. ACCESS RIGHTS TO FOREGROUND FOR POLICY PURPOSES AND TRANSFER OF OWNERSHIP

OF FOREGROUND (specific to environment research)

1. The *Project* should ensure that protocols and plans for data collection and storage are in line with *Community Data Policy*.
2. The *Community* Institutions and Bodies shall enjoy access rights to *foreground* for the purpose of developing, implementing and monitoring environmental policies. Such access rights shall be granted by the *beneficiary* concerned on a royalty-free basis.
3. Where *foreground* will no longer be used by the *beneficiary* nor transferred, the *beneficiary* concerned will inform the *Commission*. In such case, the *Commission* may request the transfer of ownership of such *foreground* to the *Community*. Such transfer shall be made free of charge and without restrictions on use and dissemination.

From FP7 Grant Agreement – List of Special Clauses ¹

Foreground

'foreground' means the results, including information, whether or not they can be protected, which are generated by the indirect action concerned. Such results include rights related to copyright, design rights, patent rights, plant variety rights or similar forms of protection;

Definition from Article 2.4 Rules for Participants ³

Background

'background' means information which is held by participants prior to their accession to the grant agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the grant agreement, and which is needed for carrying out the indirect action or for using the results of the indirect action;

Definition from Article 2.5 Rules for Participants³

References

1. FP7 Grant Agreement – List of Special Clauses

ftp://ftp.cordis.europa.eu/pub/fp7/docs/fp7-ga-clauses_en.pdf

2. The text of the Grant Agreement (including Annexes) may be found at

http://cordis.europa.eu/fp7/calls-grantagreement_en.html

3. INSPIRE directive may be found at

http://inspire.jrc.ec.europa.eu/directive/1_10820070425en00010014.pdf

4. Rules for Participants

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:391:0001:0018:EN:PDF>

5. Guide to Intellectual Property Rules for FP7 projects

ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf