Conditions of Use Agreement for FloSS Data - Definitions

“Data Set” – Digital data and its metadata made available at the FloSS web site (http://www.ctfs.si.edu/floss).

“Data User” - individual to whom access has been granted to this Data Set, including his or her immediate collaboration sphere, defined here as the institutions, partners, students and staff with whom the Data User collaborates, and with whom access must be granted, in order to fulfill the Data User's intended use of the Data Set

“Data Set Creator” - individual that produced the Data Set

“Data Set Owner” – individual or institution that holds intellectual property rights to the dataset. If no other party is designated in the metadata as Data Set Owner, it may be presumed that these rights are held by the Data Set Creator.

“Data Set Distributor” - individual providing access to the Data Sets through the FloSS web site. S. Joseph Wright manages the FloSS web site.

“Data Set Contact” - party designated in the metadata accompanying each Data Set as the primary contact for the Data Set.

Conditions of Use

The re-use of scientific data has the potential to greatly increase communication, collaboration and synthesis within and among disciplines, and thus is fostered, supported and encouraged. Permission to use this Data Set is granted to the Data User free of charge subject to the following terms:

1) Acceptable use. Use of the Data Set will be restricted to academic, research, educational, governmental, recreational, or other non-profit professional purposes. The Data User is permitted to produce and distribute derived works from this Data Set provided they 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 Owner.

2) Redistribution. The data are provided for use by the Data User only. 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 beyond his or her immediate collaboration sphere as defined under “Data User”.

3) Citation. It is considered a matter of professional ethics to acknowledge the work of other scientists. Thus, the Data User will cite the Data Set in any publications or in the metadata of any derived data products that were produced using the Data Set. The Data User will cite the Data Set using the following general form: Data Owner, Year of Data Publication, Title of Data set, Data Publisher, Data set identifier. For example:

4) **Acknowledgement.** Whenever the Data Set contributes significantly to the content of a publication, the Data User must acknowledge any institutional support and/or specific funding awards specified in the metadata accompanying the Data Set. Acknowledgements should identify the institutions that supported the research, the institution that received the support, and any identifying information such as grant numbers. For example:

*Data sets were provided by the FloSS network, a partnership between the Smithsonian Tropical Research Institute, the Pontifica Universidad Catolica de Ecuador, the University of Puerto Rico and Southern Illinois University. Significant funding for the collection of these data was provided by the Smithsonian Institution and the National Science Foundation (NSF Grant numbers DEB-614525, DEB-614055 and DEB-614659).*

5) **Notification.** 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 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. Notification will include an explanation of how the Data Set was used to produce the derived work.

6) **Collaboration.** The Data Set has been released in the spirit of open scientific collaboration. Taking into consideration that:

a) The purpose of long-term monitoring studies is to maintain a research framework that will support the scientific efforts of the Data Set Creators, as well as other interest groups, over a long timeframe.

b) Long-term monitoring studies require strong commitment and a large and ongoing investment of professional capital by the Data Set Creators.

The Data Set Creators should be considered to have contributed to the scientific design of any study to which their Data Set contributes significantly. For these reasons, Data Users are **REQUIRED** to ask permission to the Data Owners for data use, consult the Data Owners on the specific use and offer the Data Owners the possibility of collaboration and co-authorship.

By accepting this Data Set, the Data User agrees to abide by the terms of this agreement. The Data Owner 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.

I agree to these conditions for use of FloSS Data Sets.

Date: __________________________

Name (Printed): ________________________________

Signature: ________________________________
Please send a printed copy of this document to:

Dr. S. Joseph Wright  
Smithsonian Tropical Research Institute  
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Or

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This document is modeled after the “General Data Use Agreement” of the Long Term Environmental Research Program of the National Science Foundation of the USA (http://www.lternet.edu/data/netpolicy.html). There is an important change to the section entitled ‘Collaboration’ to recognize the ongoing investment of the Data Set Creators in the development of these long-term Data Sets. We acknowledge the NeoSelvas web site (http://www.neoselvas.org) for the wording used under ‘Collaboration’.