

Data-sharing Collaborative Agreement

entered into between

the Endangered Wildlife Trust
(EWT)

and

{COLLABORATIVE PARTNER(S)}

Effective Duration: {DAY, MONTH}, 2010 to {DAY, MONTH}, 2010

INSTRUCTIONS:

1. Use black ink or complete electronically, and do not use correcting fluid.
2. Signed original documents should be filed with the EWT's Head of Operations.
3. Amend sections in red print as applicable.
4. Should there be special provisions around acknowledgement and/or authorship, these should be reflected among the special terms outlined in Section 2.
5. Details of outputs, commitments and other particular aspects of the collaboration should be clearly provided in appendices as necessary.

PURPOSE:

To regulate the collection, collation, compilation and management of a dataset in terms of a collaborative arrangement around the {name of project} (hereafter the project) in which {both / all} parties have an interest, and to regulate the terms by which the parties may agree to share existing data in support of such a project or programme.

DEFINITIONS:



"Lead institution" is the institution nominated to lead on the administration of the dataset as set out within the terms of this agreement;

"Sensitive data" are any data that the parties do not want to make available, e.g. precise localities of endangered species, or data on personal details of fieldworkers or any data the parties wish to keep confidential;

"Organization" is any organization, institution or association in which the parties may have a formal or informal interest, or with which the parties may be associated, whether as an owner, employee, student, academic, member or in any other way;

"Partner" and/or "partners" are the organizations and/or individuals party to this agreement and refers to an alliance to achieve the goal or goals set out herein, and nothing in this agreement shall be deemed to constitute a formal partnership between the parties or establish a relationship of principal and agent or any other relationship of a similar nature between the parties or entitle any party to commit or bind any other party in any manner;

"Shared data" are all data collected by the parties to this agreement, as well as any existing data held by the parties which the parties agree to share in terms of this agreement.

EWT DATA-SHARING POLICY:

Completion and signature of this agreement by parties who are signatories confirms that those parties have read and understood the EWT's Data-Sharing Policy and fully commit to upholding the policy and commit to compliance with its provisions.

1. SCOPE:

1.1. This agreement delineates the collective and individual responsibilities of the parties in relation to the provision, management, monitoring, evaluation and



development of defined data contributed and/or generated by the project, and held and managed jointly and severally by the parties;

- 1.2. The EWT and {other party/parties} commit to co-operation on a joint project involving the sharing, collection and storage of data. It is expected that substantial data may be collected or shared by and between the EWT and {partner/s} for the duration of the project;
- 1.3. The data, or components thereof, will be stored and managed by each of the parties for a variety of different purposes. Collection and sharing will be carried out with the consent and co-operation of {both/all} parties, and {both/all} parties are assured of reasonable access to shared data at all times.

2. TERMS:

- 2.1. The lead institution in respect of all activities relating to this agreement is the EWT;
- 2.2. The lead institution will be responsible for the development, co-ordination and maintenance of quality assurance standards applied to the data. This responsibility will be discharged in accordance with the Principles and Methods of Data Cleaning (Arthur D. Chapman) and if requested will be done with input and assistance from the {partner/s};
- 2.3. All parties to this agreement will prepare a detailed annual report on the project and on all of the various components of the dataset which will include outputs from their regular annual monitoring and reporting procedures. The report will be made available to the lead institution for the purposes of reporting and presentation;
- 2.4. Any concerns raised about the quality of the dataset by any of the parties will be reported at an appropriately senior level to the appropriate management structures in respect of each party to this agreement if required;

- 2.5. Notwithstanding anything to the contrary in this agreement, if in the sole assessment of the EWT's Head of Science there has been unreasonable delay in the {delivery of publications and/or any other outputs} required in {Appendix A}, it is accepted by {both/all} parties that the EWT itself may proceed with such {publications and/or the generation of such outputs} at its own discretion, or may allocate the rights to proceed with such publications and/or outputs to any third party which it deems fit without prejudice and without incurring any obligation in respect of other parties to this agreement.

Special terms

{Examples - add/delete or amend special terms}

- 2.6. {All collaborating parties agree to provide the EWT with copies of any and all reformulated or reformatted versions of the data described in 1 above as and when these arise from the related work of the recipient.}
- 2.7. {Notwithstanding the provisions of 1.3 above, {name of parties} will submit {hard/soft} copies of all raw and processed data, including analytical outputs, to the EWT on a {biweekly/monthly/quarterly} basis. Data will be submitted {in hard copy/electronically} by {email/CD}. In addition {name of parties} will submit regular progress reports as stipulated by the EWT's Head of Science.}
- 2.8. {In addition to 2.6 above, the parties agree that co-authorship where warranted will be offered to {name of EWT staff member} from EWT for all publications based upon or arising from the data (whether in whole or in part) described in 1 above. Inclusion as a co-author on publications generated from the analysis and write-up covered by this agreement shall be based on a substantial intellectual contribution to the contents of any manuscripts being submitted for publication. Guidance on inclusion shall be based on the article:

Dickson DJ, Conner RN, Adair KT (1978) Guidelines for authorship of scientific articles. *Wildlife Society Bulletin* 6: 260-261.}



- 2.9. {For the purposes of this agreement, the provisions of section 5 below are not applicable to the EWT. All data provided by the EWT may be used in any way they deem fit.}

3. ROLES AND DUTIES

- 3.1. The lead institution will take responsibility for all aspects of the administration of the dataset;
- 3.2. The lead institution will be responsible for creating and maintaining records in accordance with its normal procedures and agrees to share this data with partners and qualifying applicants upon request.

4. DATA SHARING AND DATA PROTECTION

- 4.1. All parties to this agreement will have in place well documented technical and organisational security measures to protect relevant data from unauthorised or unlawful processing and accidental loss or damage;
- 4.2. No disclosures by any party containing shared data will be made to third parties without the permission of all parties to this agreement;
- 4.3. Where intellectual property is developed jointly between the parties to this agreement, and in the absence of any other written agreement to the contrary, such intellectual property will be jointly owned by all parties to this agreement. Parties will be free to use the data in accordance with internationally accepted academic conventions of authorship, referencing and acknowledgement provided all other parties to this agreement are given the opportunity to review any manuscript prior to publication and receive a copy of all publications immediately that they become available.
- 4.4. Where intellectual property is developed independently by either of the parties during the course and scope of this agreement, such intellectual property shall be owned by such developing party.



5. ASSURANCE

The parties to this agreement give the following assurances with respect to the data shared between those who are party to this agreement:

- 5.1. They will not use and will prohibit others from using or disclosing the data set (or any part thereof), except for research, analysis, and aggregate statistical reporting, or as otherwise permitted by this agreement;
- 5.2. They will ensure that the data are kept in a secured environment and that only authorized users will have access to the data;
- 5.3. They will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part thereof) to any person who is not a member, agent, or contractor of the organization, except with the approval of the other parties to this agreement;
- 5.4. They will require others in their employ, or employed in their organization, and any agents or contractors in their employ or in the employ of their organization, who will use or will have access to the data set, to sign a copy of this agreement (specifically acknowledging their agreement to abide by its terms) and they will provide the other parties to this agreement with copies of the agreement before granting access;
- 5.5. They will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose which may be deemed to be inappropriate by the other parties to this agreement;
- 5.6. They will acknowledge in all reports and publications based on shared data the source properly and appropriately to be acknowledged in terms of accepted international academic convention.



We commit to upholding the spirit of this agreement. Our signature indicates our Agreement to comply with and uphold all of the above-stated terms.

This done and signed at _____ on this _____ day of
_____ 2010.

On behalf of the Endangered Wildlife Trust

Name: _____

Witness

This done and signed at _____ on this _____ day of
_____ 2010.

On behalf of the partnering institution

Name: _____

Witness



Appendix A:

{Provides specific additional details around the commitments of all parties to this agreement. This may include supervisory roles, details of the datasets to be shared, timelines, reporting structures where these are not defined within the main agreement}

