

Data Provider Agreement



ATLAS OF **LIVING**
AUSTRALIA
sharing biodiversity knowledge

BACKGROUND

The Atlas of Living Australia (ALA) is a biodiversity information management system with a goal to integrate information on all Australian species. It provides the infrastructure and tools to allow data contributors to share their data and the derivative information generated through its analysis, processing and integration. To achieve these goals, the ALA promotes the free and open exchange of biodiversity data to support science, policy making and public understanding. The ALA respects the IP rights of data providers. ALA encourages all data providers to license their data for unrestricted use where ever possible.

THE LICENCE

1. The Data Provider grants to ALA a non-exclusive, worldwide and free licence to the Data to:
 - a. Use and Disseminate the Data and Derivatives for and via the ALA Portal including the facilitation of data management and data analysis via the ALA Portal;
 - b. make available the Data and Derivatives in accordance with the ALA Terms and the selected Data Provider Terms: (select one)
 - Creative Commons – [Attribution 3.0 Australia](#) (*You let others copy, distribute, display, and perform your copyrighted work — and derivative works based upon it — but only if they give credit the way you request*)
 - Creative Commons – [Attribution-Non-Commercial 3.0 Australia](#) (*You let others copy, distribute, display, and perform your work — and derivative works based upon it — but for non-commercial purposes only*).
 - Creative Commons – [Attribution Share Alike 3.0 Australia](#) (*You allow others to distribute derivative works only under a license identical to the license that governs your work (includes Attribution)*)
 - Special licence agreement – select other combinations of [Creative Commons licences](#) or special licence agreements (preferably consistent with the goals of the ALA and allow derivative works) – details to be provided in the Schedule.
2. The Data Provider agrees that ALA may share the Data and Derivatives with similar biodiversity informatics initiatives both nationally (e.g. AVH, OZCAM, TERN) and internationally (e.g. EOL, GBIF) so they may Use and Disseminate the Data and Derivatives subject to those initiatives agreeing to the Data Provider Terms and similar obligations as those on ALA under this Agreement.
3. All information in the Public Domain will remain in the Public Domain. Neither the ALA nor Data Providers will seek to assert any IP rights over any Public Domain materials that are made available through the ALA Portal.

DATA PROVIDER RIGHTS AND UNDERTAKINGS

4. The Data Provider is free to make available, use or publish the Data elsewhere.
5. The Data Provider warrants that it is the owner of the Data or that it has the necessary rights, licences or permissions to make the Data available in accordance with this Agreement.
6. The Data Provider will make reasonable efforts to ensure that the Data is accurate at the time of its collection or creation, and will provide updated versions of the Data whenever relevant and possible. The Data Provider will not be liable for any omissions or inaccuracies in the Data.
7. The Data Provider will provide a Contact to assist with liaison and queries with respect to the Data.
8. Where the Data Provider requires a specific attribution for the Data it will include that attribution in the Schedule.

9. The Data Provider will provide Metadata in support of their Data and within the standards promoted by ALA, so that any users of the Data are able to understand the source and applicability of the Data.
10. The Data Provider will make the Data available to the ALA in electronic format either by providing the appropriate file or making it accessible via the internet.
11. The Data Provider warrants that the Data does not contain any Restrictions such as confidentiality, privacy/personal information, sensitive data issues or other restrictions which affect the use of the Data as permitted under this Agreement. If any Restrictions are notified, ALA reserves the right to determine in its absolute discretion whether the Data should be included in the ALA.
12. The Data provider warrants that its supply of Data under this Agreement does not contravene any relevant laws or obligations to others.

ALA RIGHTS AND UNDERTAKINGS

13. ALA does not assert any intellectual property rights in the Data that is made available through the ALA Portal, including where that Data is made available as part of a Derivative.
14. Subject to clause 17, ALA will make the Data or Derivative available via the ALA Portal in accordance with the terms of this Agreement, the ALA Terms and the Data Provider Terms.
15. If requested, ALA will provide to the Data Provider, usage statistics on the use of the Data via the ALA Portal.
16. ALA will provide appropriate attribution to the Data Provider as the source of the Data and will also indicate the Data Provider Terms attached to the relevant Data.
17. ALA reserves the right to include or remove Data and Derivatives from the ALA Portal as it sees fit.

LIMITATION OF LIABILITY

18. The fullest extent permitted by applicable law, ALA (including its employees and contractors) excludes all liability to any person for any consequences, including but not limited to all losses, damages (including indirect, special or consequential damages), costs, expenses and any other compensation, arising from this Agreement, the use of the Data or, inability to access the ALA Portal.
19. Each party will promptly notify the other party of any actual or suspected infringement of the Data that it becomes aware of. The parties will consult on an appropriate course of action, however ALA is not under any obligation to take legal or other action on behalf of the Data Provider or other rights holders in the event of the breach of any rights in the Data or the Data Provider Terms.

GENERAL

20. Either party may terminate this Agreement:
 - a. at any time by giving not less than three (3) months notice to the other;
 - b. with immediate effect if the other party has breached this Agreement and that breach is not remedied within 30 days after written notice is received requiring rectification of that breach.
21. On termination of this Agreement, or within 7 days at the latest of the request of the Data Provider, ALA will remove the Data from the ALA Portal. As required by relevant legislation ALA may retain a copy of the Data for record keeping and reporting purposes only.
22. Termination of this Agreement does not operate to terminate any licences already granted to others under this Agreement (including clause 2), the ALA Terms or the Data Provider Terms. Those licences continue notwithstanding termination. ALA will not be responsible for notifying any third party or recovering any Data provided to others prior to the termination of this Agreement.

DEFINITIONS

Agreement means this agreement, its terms and conditions, any schedules and attachments.

ALA means the Atlas of Living Australia and in the context of this Agreement the Commonwealth Scientific and Industrial Research Organisation (CSIRO) as a party to this Agreement and the legal entity representing and responsible for the ALA.

ALA Portal means the website with the URL www.ala.org.au or any URL replacing it and associated web-services and internet publishing tools.

ALA Terms means the terms and conditions applied by the ALA on users of Data accessed through the ALA Portal.

Contact means the individual or position nominated in the Schedule to liaise with ALA or data users on the Data.

Data means digitised data, metadata, records or information provided by the Data Provider for inclusion in the ALA Portal and includes: species facts (morphology, taxonomy, behaviour, habitat), names lists, species interactions, occurrence data, identification keys, geospatial data, databases, multimedia – including images, video, sound files; including any intellectual property rights in that Data.

Data Provider means the individual or organisation or custodian set out in the Schedule and a party to this Agreement.

Data Provider Terms means the terms and conditions applied by the Data Provider on the use of the Data and selected in this Agreement or described in the Schedule or attached to this Agreement.

Derivatives means the work created from the reproduction, copying, modification, adaption and/or processing of the Data including into other formats e.g. electronic formats

Disseminate means the reproduction, publication, communication to the public or other dissemination or making available to the public or data users of Data or Derivatives.

Metadata means information about data which identifies at least a number of metadata elements such as title, abstract, keywords, organisation/owner/creator, rights, attribution.

Public Domain means not subject to copyright protection because copyright has expired or does not qualify for copyright (e.g. ideas or facts contained in a work, concepts, styles, facts, names, titles, slogans).

Restrictions means any additional restrictions, encumbrances, or limitations notified by the Data Provider on the access or use of the Data and as notified in the Schedule.

- Sensitive data - *can it be reduced in precision, removed from the larger data set, or audiences restricted?* Note the Data Provider will be responsible for identifying, determining and managing restrictions and access to sensitive Data
- Confidential information - *should it even be provided to the ALA in the first place? Suggest provide Metadata only and a direct link to the Data Provider URL*
- Personal information - *can personally identifying data be removed or de-identified or consent obtained to disclose and use personal information? Suggest provide Metadata only and a direct link to the Data Provider URL*
- Other restrictions - *suggest provide Metadata only and a direct link to the Data Provider URL*

Use means

- a. access, reproduce, store, cache, manage, display and use the Data;
- b. reproduce, copy, modify, adapt and/or process the Data including into other formats e.g. electronic formats ie make Derivatives;
- c. incorporate all or part of the Data and Derivatives into larger data collations.

SCHEDULE

Data Provider:

Data Provider Contact:

Name:

Contact details:

Data:

Data Provider Terms – Special Licence Agreement: (see clause 1d)

Attribution:

Restrictions: (see clause 11)

Special Conditions – any other special conditions regarding the Data, how made available and its use:

AGREED by the parties and signed by their authorised signatory/delegate:

Signature

Name

Date



Data Provider:



ALA:
