



NitroEurope IP Data Policy

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1. Introduction

This document outlines the principles adopted by the NitroEurope project regarding its data policy. The detailed implementation of these principles will be further described in the NitroEurope Data Management Plan, to be developed in the course of the first 6 months of the project and updated throughout its lifetime.

This Data Policy was developed by the Data Management Committee (DMC) and its principles have been agreed by the NitroEurope Scientific Steering Committee.

2. Scope

The NitroEurope Data Policy addresses issues related to the provision, exchange, availability, maintenance and use of data produced by the NEU research activities or acquired from third parties as a support to this research.

3. Purpose

The purpose of the NitroEurope Data Policy is to set up fundamental principles in view of

- easing collaboration among the participants to the NEU project;
- ensuring timely submission of data for the use within the consortium;
- protecting the researchers' IPR and rights to publish their results;
- providing rules for use of the data within the consortium and by third parties;
- building an homogeneous body of valuable scientific information on nitrogen species fluxes over Europe;
- providing the broader scientific community with an easy access to the above integrated knowledge.

4. Availability and exchange of data within the NitroEurope community

In order to warrant continuity to the research activities within NEU, it is essential that data produced by one NEU team be delivered as soon as possible to the other NEU groups via the dedicated DC. In producing NEU datasets, site operators need to refer to the Data Management Plan, and ANNEX A of the NEU Contract (the Protocols for Mandatory Measurements). Datasets collected over some defined period of time of the order of three to six months will be allocated submission deadlines. It will be the Component Data Managers' responsibility to ensure that submission deadlines are observed and to chase possibly late or missing data. An initial time chart considering the internal dynamics and interactions of all six NEU science components in terms of data deliverables and needs is included in the Data Management Plan. It is likely that this schedule will evolve as a function of the work progress and the possible unforeseen obstacles or successes met in the course of the project by each of its components. The DMC will issue and advertise new submission deadlines as and when necessary. Failure to deliver data on time may be reported to the SSC for action to be taken.

5. Access to data

Consortium Partners

All data will be immediately available to other PIs as soon as they have been finalized and inserted into the database. All PIs have free access to their component's data, but only after the site managers have declared the data are validated (via the component DM). Requests for data will be dealt with by email notification to data owners, and permission will include IPR owners' disclaimer. C3 researchers will be allowed to access data for modelling. In order to allow investigators to validate and analyse their data and to publish their results, access to NEU data will be restricted to the NEU community for a certain amount of time. This retention time period will be five years after the submission due date or two years after the end of the project, depending on whichever occurs first. A password-protected archive will be set up. Access to the archive will be granted by the DC on application, after applicants have provided a brief description of their research subject and have agreed to the NEU Data Conditions of Use (see Annex), including the requirement to contact the data originators prior to use of the data. The applications for access to the data will be channelled through the NEU Scientific Project Manager.

External Collaborators

While the retention period applies, data may be exceptionally communicated to external collaborators who have applied as above, after approval by the Data Originator(s) and Component Leader. This will, in particular, apply to participants of the CarboEurope IP, given the existing synergy between the two projects. This will be handled on a by-case basis.

Public Access

On implementation of the CEH database, a public report will be available to indicate what data are available. Thereafter, interested parties may apply for datasets as described above. After the retention period (maximum of 5 years, sooner if appropriate), the NEU data will be released to the public domain but conditions of use will continue to apply regarding publications based on the data (see next section). The way this is enforced will be defined in the DMP.

In the event that third-party data are lodged at one of the DC to support NEU research, access to these data will be ruled by the provider's data protocol. It is recommended that confidential data — that is, data not intended to be made public due to their potential commercial value or their private nature — be archived at one of the NEU DC only if they are a potential source of derived products that may be publicly distributed (e.g. subsets, averages, statistics,...). However, as it is likely that deriving by-products will require additional resources, it is left to the DC to make a decision on a case per case basis.

6. Intellectual property right issues

IPRs belong to the Data Originator or their respective institutes. During the retention period, the originators will have the priority to publish the analysis of their own data. In case of shared ownership analysis of the data will be published collectively by the originators.

Furthermore, at any time (i.e., during or after the retention period), investigators who have collected and/or done the initial analysis of the data will be invited to be co-authors of any publication or communication based on or using NitroEurope data, whether undertaken by scientists within the project or outside of it. In the event that the offer is declined, investigators who have collected and analysed the data must be duly acknowledged.

7. Security and longevity

The designated DC will maintain the NEU datasets and ensure the security of the database by making regular backups. Observational data will be kept for the long term. Model data are more sensitive to theoretical progress and code updates, and these data will be reviewed in interaction with the originators, according to the DC's established procedures. Options for long term archiving, in particular beyond the retention period and the project run time, will be explored in the course of NitroEurope.

8. Links with a relevance to the Data Policy

NitroEurope website: <http://www.neu.ceh.ac.uk>

9. List of acronyms and definitions

CDM	Component Data Manager
CEH	Centre for Ecology and Hydrology
CF	Climate Forecast
Data Originator	Investigator who has collected and / or conducted the initial analysis of the data
DC	Data Centre(s)
DMC	Data Management Committee
DMP	Data Management Plan
DP	Data Policy
EIP	Environmental Informatics Programme
External Collaborator	Third Party (see below) working in a similar field who has entered a (formal or informal) two-way collaboration agreement with participants of NitroEurope IP
IPR	Intellectual Property Right(s)
JRC	Joint Research Centre (at Ispra)
NEU IP	NitroEurope Integrated Project
NRT	Near real time
PI	Principal Investigator. Person responsible for the execution of the project or part of the project at a partner institute as defined in the Consortium Agreement
SSC	Scientific Steering Committee
Third Party	Provider or user of data who is not part of the NitroEurope IP consortium

Annex: NEU Conditions of Use

The following conditions will apply to any use of NEU data, at any time.

“These data were generated or collected within the framework of the NitroEurope IP. The user agrees

- to contact the Data Originator prior to any use of the data;
- not to disclose the data to other parties;
- to restrict the use of the data to the context of the research topic specified at the time of application, when this application was made to access data still restricted from the public domain;
- that the Intellectual Property Right remains with the Data Originator;
- not to use the data for commercial purposes;
- to offer the Data Originator(s) co-authorship of any publication or communication based on these data; in the event that the offer is declined, Data Originators must be duly acknowledged.”