

Art. 3.1.c of the Antarctic Treaty

'In order to promote international cooperation in scientific investigation in Antarctica, as provided for in Article II of the present Treaty, the Contracting Parties agree that, to the greatest extent feasible and practicable: [...]

Scientific observations and results from Antarctica shall be exchanged and made freely available.'

Guiding principles

The first guiding principle within the SCAR–MarBIN network is the principle of free and open access to data in a partnership approach. This is in accordance with data policy of other major organisations like the Antarctic Treaty System, the Ocean Biogeography Information System (OBIS), the Global Biodiversity Information Facility (GBIF), the Intergovernmental Oceanographic Commission (IOC) or the Conference statement of the Ocean Biodiversity Informatics (OBI) conference held in Hamburg, 29/11–1/12/2004.

A second guiding principle is that the scientist or team generating the data should have an opportunity to have first publication of the data, and analysis based on them.

SCAR–MARBIN does not assert any intellectual property rights in the data that is made available through its network. The data policy of the originator of the data will take precedence over data policy of SCAR–MarBIN. SCAR–MarBIN does not claim ownership of the data, only the participating institutes/organisations and/or the funder of the data collection will have this responsibility.

Archiving

In order to minimise probability of data loss, SCAR–MarBIN partners are urged to submit datasets (electronic and paper) for archiving in a recognised data centre for long-term preservation of the dataset as soon as data becomes available. Archiving does not imply immediate redistribution. No archived dataset will leave the repository (viz. will become publically available) unless specific permission of the data originator has been obtained. Data submitted for archiving will not be edited or quality controlled by the data centre, except for routine checks on the syntactic consistency of data (e.g. db and/or file integrity). All archived datasets have to be documented properly, and documentation archived together with the dataset. Also contextual data (physical oceanography, meteorology...) should be archived together with the primary (biodiversity) data.

Metadata are always freely accessible, without restrictions. Archiving results usually in the creation of a metadata record, which will be made available, inter alia, online through the SCAR–MarBIN metadata search screen. Metadata include taxonomic, geographic and temporal scope, data ownership/stewardship and conditions of access, and a description of 'fitness for use' of the data. A format for

metadata, compatible with international standards for taxonomic and georeferenced datasets, is available.

All the sources of data in the SCAR–MarBIN databases available on line will be acknowledged, at the level of the individual record in the SCAR–MarBIN database. If the data source for SCAR–MarBIN is in itself a data compilation, preference is given to a data source as close as possible to the data originator to be listed as data source in SCAR–MarBIN. A statement of 'proper use' for data available through the SCAR–MarBIN website is posted; visitors to the website are requested to confirm that they have read and agree with the proper use statement before they are given access to the data. Briefly, the terms of use require the SCAR–MarBIN databases to be cited in publications that make use of data harvested using the SCAR–MarBIN portal, and to cite individual datasets constituting the SCAR–MarBIN databases in case these individual datasets form an essential part of the data used in the publication. This data policy may be revised as required, in collaboration with the SCAR–MarBIN steering committee, partners and data contributors.

SCAR–MarBIN Data – Terms of use

By downloading or consulting data from this website, the visitor acknowledges that he/she agrees with the SCAR–MarBIN data policy, and agrees to the following:

- If data are extracted from the SCAR–MarBIN website for secondary analysis resulting in a publication, the SCAR–MarBIN website should be cited. Online SCAR–MarBIN databases should be cited as follows:
- SCAR–MarBIN (2005). Antarctic Marine Biodiversity Species. Available online at <http://www.scarmarbin.be/scarspecies.php>
- SCAR–MarBIN (2005). Antarctic Marine Biodiversity Datasets. Available online at <http://www.scarmarbin.be/dataset.php>
- SCAR–MarBIN (2005). Antarctic node of the Ocean Biogeographic Information System. Available online at <http://www.scarmarbin.be/distribution.php>
- If any individual datasource of SCAR–MarBIN constitutes a significant proportion of the records used in the secondary analysis (e.g. more than 10% of the data are derived from this source), the individual data source should also be cited.
- If any individual datasource of SCAR–MarBIN constitutes a substantial proportion of the records used in the secondary analysis (i.e. more than 25% of the data are derived from this source, or the data are essential to arrive at the conclusion of the analysis), the manager/custodian of this dataset should be contacted. It may be useful to contact the data source directly in case there are additional data that may strengthen the analysis or there are features of the data that are important to consider but may not have been apparent from the metadata.

Data Sharing Agreements

The data provider warrants that they have made the necessary agreements with the original owners of the data that it can make the data available through SCAR–MARBIN network.

The data provider makes reasonable efforts to ensure that the data they serve are accurate.

Responsibility regarding the restriction of access to sensitive data resides with the data provider.

The data provider includes stable and unique identifier in their data so that the owner of the data is known and for other necessary purposes.

SCAR–MARBIN is not responsible for data content or the use of the data.

SCAR–MARBIN is not liable or responsible for the data contents; or for any loss, damage, claim, cost or expense however it may arise, from an inability to use the SCAR–MARBIN network.

Providers are free to withdraw their data from the SCAR–MarBIN portal at any moment.

Definitions

SCAR–MARBIN Participant

Signatory of the SCAR–MARBIN–establishing Memorandum of Understanding (MoU).

SCAR–MARBIN network

The infrastructure consisting of the central services of the SCAR–MARBIN Steering Committee, Participant nodes and data providers. Making data available through SCAR–MARBIN network means registering and advertising the pertinent services via the SCAR–MARBIN central services.

SCAR–MARBIN Participant Node

An organisational unit designated by the SCAR–MARBIN Participant to coordinate activities in its domain. It may also provide data.

SCAR–MARBIN Node

A data provider designated by a SCAR–MARBIN Participant that maintains a stable computer gateway that makes data available through the SCAR–MARBIN network.

Biodiversity Data

Primary data on specimens, observations, names, taxonomic concepts, and sites, and other data on biological diversity.

Metadata

Data describing the attributes and combinations of biodiversity data.

Data

Biodiversity data and metadata.

Data sharing

The process of and agreements for making data freely and universally available on the Internet.

Data provider

A custodian of data making it technically available. This may or may not be the data owner. If not they will have declared to SCAR–MARBIN that they have permission to make the data available.

User

Anyone who uses the Internet to access data through the SCAR–MARBIN network.

Owner of data

The legal entity possessing the right resulting from the act of creating a digital record. The record may be a product derived from another, possibly non–digital product, which may affect the right.

Sensitive data

Any data that the data provider does not want to make available, e.g. precise localities of endangered species.