

ARCHBOLD EXPEDITIONS
(ARCHBOLD BIOLOGICAL STATION, ARCHBOLD RESERVE
and the
MacARTHUR AGRO-ECOLOGY RESEARCH CENTER)

Data User Agreement

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Introduction

By downloading and using data collected under the auspices of ARCHBOLD EXPEDITIONS. ARCHBOLD BIOLOGICAL STATION, ARCHBOLD RESERVE, and the MACARTHUR AGRO-ECOLOGY RESEARCH CENTER) (henceforward referred to as Archbold) the user agrees to the following responsibilities:

Data Use Agreement

Data ownership. All data and associated metadata collected and funded by Archbold belong to Archbold. However all Archbold data and accompanying metadata available for public download via the Archbold web site can be used for academic, research, recreational, and other professional purposes. Permission to download data and metadata is granted to the Data User, without a fee, subject to the following terms:

Data User will:

- Give appropriate acknowledgement for subsequent analyses or publication of any work derived from Archbold data. The data user is strongly encouraged to consider consultation, collaboration and/or co-authorship with the PI. The user will direct questions regarding methods, the interpretation of data or metadata, or the status of an ongoing project to the designated Archbold staff member.
- Notify the designated contact (e.g., Principle Investigator or Data Set Contact) when any derivative work based on or derived from the data and documentation is distributed. If the Archbold staff person feels they should be acknowledged or offered participation as authors, they will let the user know. We assume that a cordial agreement on such matters will be reached prior to publishing the data. If the data provided are fundamental to the analysis in a scientific publication, Archbold staff or students who collected the data (or those with primary responsibility for generating the data) will be offered co-authorship.
- The user will provide any manuscript or publication with substantial use of Archbold data for courtesy review by the Archbold staff member responsible for the data at least 30 days before submitting it for publication.
- Citations. Archbold requests written acknowledgement of the use of these data in all products for which these data are used (including but not limited to papers, figures, plots, reports, and PowerPoint presentations) that shall be given as "Data provided by (select as appropriate) ARCHBOLD BIOLOGICAL STATION/ARCHBOLD RESERVE, or the MacARTHUR AGRO-ECOLOGY RESEARCH CENTER".

- Send an electronic PDF, or two reprints, and any URLs of all publications resulting from use of the data and documentation to the PI and to the following address:

Fred Lohrer, Librarian

Archbold Biological Station
Library, 123 Main Drive, Venus, FL 33960

email; felohrer@archbold-station.org

- User agrees not to convey these data to any other person or entity outside the data users' collaborative group working on the project for which the data have been requested. Archbold prefers to be the direct source of data, so that our collaborators have the most up-to-date and accurate data.
- No Commercial Use. In no event shall any Archbold data be used for commercial purposes. User agrees not reproduce, sell, or redistribute, the original data and documentation, or provide to colleagues, customers or clients, or place the materials for download on a website. Any sale, loan, or offering for use of these digital data, in whole or in part, is prohibited without the approval from Archbold. All parties receiving these data must be informed of these restrictions.
- Disclaimer and Warranties. While substantial efforts are made to ensure the accuracy of data and documentation, complete accuracy of data sets cannot be guaranteed. Archbold authored data and metadata are provided "as is". Archbold makes no representations or warranties about the quality or suitability of the materials, either expressly or implied, including but not limited to any implied warranties of fitness for a particular purpose, or non-infringement. Archbold shall not be liable for any damages suffered as a result of using, misinterpretation, modifying, or distributing these data. Archbold data require a certain level of expertise for proper analysis, interpretation, and application. It is the user's responsibility to ensure that such data are not misrepresented. Archbold updates data and conducts QAQC on an irregular basis. Archbold is not responsible for providing the user with any updates to data. If the user desires to know whether such updates have occurred, it is the user's responsibility to contact Archbold.
- Indemnification. Archbold shall not be liable for any damages or loss whatsoever to any person or legal entity arising from the user's use of Archbold data. Any person who uses these data agrees to indemnify, defend and hold harmless Archbold and Archbold's officers, directors, employees, members, agents, and contractors from and against any and all loss, damages, claims, demands, liabilities and causes of action of any kind whatsoever arising from use of the Archbold data.

By using or copying these data and documentation, the Data User agrees to abide by the terms of this agreement. Archbold 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. Violation of any of the terms of the Data User's Agreement will result in immediate forfeiture of the data, as well as a complete loss of future access privileges to data collected by Archbold. 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.

Thank you for your cooperation. We hope your collaboration with our site is a productive one!

User Registration:

A user registration system is established and requires users to register (fill out a short form) before downloading data, Users have to login with a user name and password for all data set downloads. Users are asked to provide the general purpose for use of this data. Registration is implemented as a courtesy to the intellectual property rights of Archbold and for tracking the use of individual data sets. This information WILL NOT be shared or distributed in ANY WAY. Registering with the Archbold Database indicates that you agree to the terms of our Data Use Agreement. Thank you.

Please sign, date and email to:

Archbold Biological Station
Attn: Monika LaPlante, Assistant Data Manager
123 Main Drive, Venus, FL 33960
datamanager@archbold-station.org

Print name

Affiliation

Address

Signature

Date _____