



*Marine Institute*  
*Foras na Mara*

# Data Policy

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## Description

This document describes the policy of the Marine Institute in relation to ownership and access to its data holdings. It is designed for distribution to anyone who has an interest in using data managed by the Marine Institute.

## Document History

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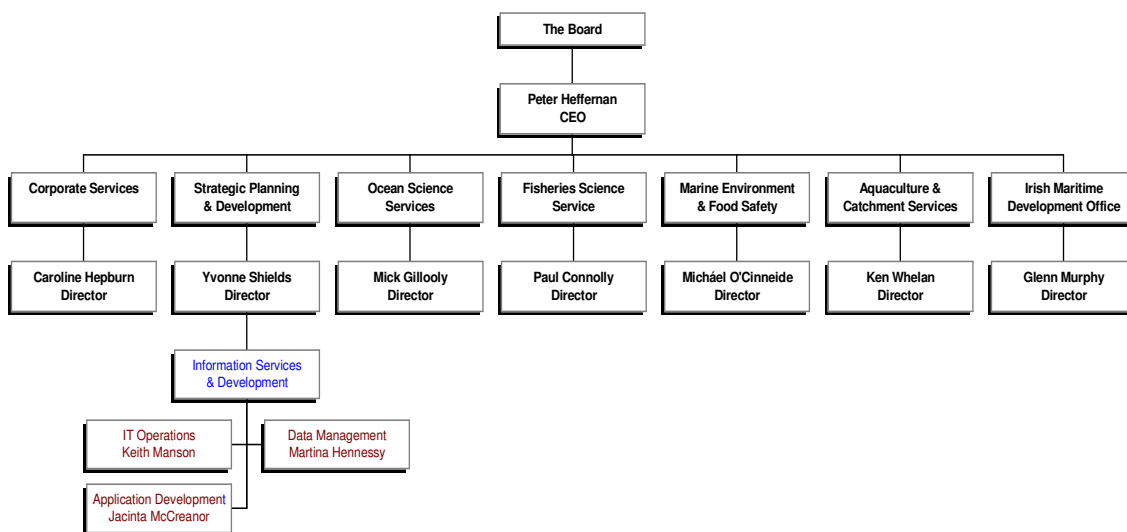
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## About this document:

This document describes the policy of the Marine Institute in relation to ownership and access to its data holdings. It is designed for distribution to anyone who has an interest in using data managed by the Marine Institute.

This document is under the ownership of the Marine Institute Data Advisory Group, which is chaired by the Data Management Team and is composed of members from all Service Groups within the organisation. An overview of the Service Group structure of the Institute and location of the Data Management Team within this is shown in the following diagram. If you need clarification or would like to suggest amendments to the document please contact Martina Hennessy in the Data Management Team (Martina.Hennessy@marine.ie).



## 1. INTRODUCTION

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### 1.1 Overview

*It shall be the duty of the Institute to collect, maintain and disseminate information relating to marine matters (Marine Institute Act, 1991).*

Datasets collected and maintained by the Marine Institute are one of its most important assets as they comprise key components of the work of all the organisation's Service Groups. With international moves to a more ecosystem based approach to science and advice, the management and accessibility of data will become ever more important. Consequently these datasets represent national and international assets and their effective management and utilisation is vital to underpinning the key goals and mission of the Institute:

- Providing scientific advisory and information services to support the management, development and protection of marine resources;
- Providing advice, knowledge and data to promote a greater understanding of the marine environment among stakeholders;
- Promoting and supporting the delivery of high quality basic, strategic and applied research.

This document details the Marine Institute's formal data policy with external organisations and individuals.

These details are aimed at the following key groups:

- Marine Institute staff;
- Irish government departments, agencies, academic institutions, the EU and other international organisations with whom we co-operate closely;
- Researchers funded by the Marine Institute;
- All potential users of Marine Institute data.

### 1.2 Rationale for Data Management

On an annual basis the Institute invests significant resources in survey and monitoring programme design, data acquisition and analysis. In many data collection and research projects we are part funded by the EU. Resultant data sets are often unique (temporally and spatially) and irreplaceable. For this reason it is of utmost importance that best practices of data storage, maintenance and documentation are implemented to safe guard data for the future and to derive maximum value over the long-term. In particular we have international obligations to make data available to the EU, ICES, OSPAR and other member states.

A large proportion of the data collected by the Institute are directly related to the provision of core scientific advisory services. Data sets are however, also a resource in their own right, and properly managed and preserved following their initial application, have potential to be re-processed and re-used for a variety of purposes. Such further uses can make additional contributions to the Marine Institute's medium to long-term objectives.

Datasets can be easily destroyed unintentionally or lost by failure to take adequate precautions to safeguard them (inadequate backups, obsolete and/ or undocumented databases, data formats and storage media etc.). Unique paper and physical records are vulnerable to fire or physical deterioration. Just as with any asset, the Institute endeavours to ensure that adequate organisational policies, procedures and practises are in place to properly cater for data management.

### **1.3 Statutory and Contractual Data Reporting Obligations**

The Marine Institute has numerous statutory and contractual obligations with national and international organisations and programmes, relating to environmental and biological monitoring, research, data provision and reporting. The Marine Institute will endeavour to fulfil the data provision clauses stipulated in all contractual and statutory obligations, in line with this Data Policy and employing the best available technology and means, not entailing excessive costs.

## **2. THE NATURE OF MARINE INSTITUTE DATA ASSETS**

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### **2.1 General Nature of Marine Institute Data Holdings**

The Marine Institute holds a wide range of datasets in a number of formats; paper, analogue and digital form. The term data may include 'raw data' through 'processed data' and other 'information'. Material held by Marine Institute laboratories such as reference samples and physical specimens may also be regarded as data.

'Data' exhibits considerable diversity. For example the Institute holds many computer-based datasets, which are continuously managed and extended by the validation and addition of incoming data from multiple sources; the outputs of predicative models can be regarded as data even though they do not constitute measurements in their own right; digital data deposited as archives after projects have ended and; datasets individual scientists may be working on as part of their research. Data held by the Marine Institute is typically, but not exclusively, of the following types:

#### **Monitoring Data**

Monitoring data can be collected as part of regular programmes or on an *ad hoc* basis in response to specific requests. This data is usually collected on a statutory basis in order to provide scientific advice to government or other agencies, particularly where bodies such as the EU fund the work. These data tend to be processed and distributed in a generalised format constituting monthly or yearly advice to clients. It is recognised that fully integrated analysis may take many years and that the true value may only be realised at the end of a long process of collection and analysis. Sections of such data sets may be released under special circumstances to external organisations in their raw formats to develop their analysis independently or in association with other data. In other cases, policies may be in place to release all data collected for specific purposes, to any interested parties.

#### **Research Data**

Research data are generally project or problem focused and collected on the basis of clearly defined temporal and spatial parameters. The final deliverables generally result in the publication of a report and/or delivery of data. The Marine Institute can take different roles in relation to research, fully sponsoring it, partially sponsoring it, or contributing to it. In each case an agreement must be in place relating to ownership rights to any data or information generated by the work.

#### **Enhanced Data**

The Marine Institute frequently engages in collaborative and multidisciplinary projects and programmes with external groups. In this context data held by the Marine Institute may be greatly enhanced through co-operation and the acquisition or integration of additional data.

### **Physical Samples**

Data are also stored in the form of biological reference material such as collections of fish scales, otoliths and specimens of plankton. These reference sets are hugely valuable and may prove very important after many years of storage. For example, modern genetic techniques and image analysis now allow interpretation of the significance of marine events that influenced fish growth in the 1950s and '60s.

### **Publications**

Marine Institute data are generally published in the form of reports and made available through the Marine Institute library service; <http://www.marine.ie/information+services/library+services/index.htm>. Data provided to third parties can also be included in peer reviewed publications and on the internet.

### **2.2 Marine Data Online**

The full benefit of datasets can only be realised if potential users are aware of their existence. In order to support data access, the Institute has established and will maintain an electronic catalogue of Marine Institute data holdings to assist in the identification and dissemination of data. It is available at <http://www.marinedataonline.ie>. In as far as is possible, the ownership status of data will be identified together with any formal arrangements for data access, transfer or utilisation. The information conforms to the international standard "ISO 19115 Metadata for Geographic Information". In addition to Marine Institute staff, all Marine Institute grant-holders and users of Marine Institute facilities (e.g. Research Vessels) will be required to submit information for inclusion in Marine Data Online.

## **3. OWNERSHIP & STEWARDSHIP OF MARINE INSTITUTE DATA**

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Ownership of datasets implies the right to exploit them and, if continued maintenance becomes uneconomic, the right to cease maintenance programmes. When legal ownership is in question or is excessively fragmented, it may be impossible for anyone to derive benefit from data. It is therefore imperative that ownership of data is clearly established on an on-going basis.

Marine datasets generally belong to those who have paid for the data acquisition (e.g. government agencies, EU, industry, universities) and are not the property of individual scientists. Ownership becomes more complex when data collection is jointly and co-operatively funded. In collaborative projects all parties who have a claim (full or partial) of ownership of datasets will agree at the outset how they will be exploited, how they will be developed and utilised, how benefits (financial and products) will be shared, and agree appropriate protection and archiving activities. A formal agreement will be required to address the management arrangements for data resulting from external Marine Institute supported research. In some cases the Marine Institute will require a copy of the data resulting from supported research when it is completed, together with copies of all publications and reports.

*It is Marine Institute policy to clarify ownership and accessibility to data arising from work that its' staff are engaged in.* Data held by the Marine Institute generally fall into one of the categories shown in Table 1. The basic administrative arrangements for each category of data are also shown. These will be subject to review on an on-going basis.

**Table 1.** Categories of data held by the Marine Institute.

Types of Data	Origin of Data	Ownership Status	Availability
Monitoring data	Monitoring Data collected by Marine Institute staff on a routine basis.	Collectively owned by EU/Marine Institute/Other State Agencies.	<ul style="list-style-type: none"> <li>The availability of data will be determined by the nature of the data collected, any international agreements in place between the organisations which authorise the collection activities, and national policies with respect to the data.</li> <li>Details on the availability of the data will be published in Marine Data Online.</li> </ul>
Research data	Data collected by Marine Institute staff or third party projects <b>funded</b> by the Marine Institute.	<b>Owned</b> by the Institute.	<ul style="list-style-type: none"> <li>Data will ordinarily be made available.</li> <li>Data management procedures are documented.</li> <li>Contact person assigned.</li> <li>Details on the availability of the data will be published on the Marine Data Online..</li> </ul>
Research data	Data collected by external projects <b>partially funded</b> by Marine Institute.	Marine Institute retains <b>partial ownership</b> of data and publications.	<ul style="list-style-type: none"> <li>A formal agreement is required to secure the rights of the Institute to use, distribute and archive the data.</li> <li>A reference to the project will be included in the Marine Data Online.</li> <li>The Institute must receive acknowledgement in all third party documentation.</li> </ul>
Research data	Research Data <b>acquired /generated by the Marine Institute and others</b> as part of collaborative projects.	Marine Institute retains <b>partial ownership</b> of data and publications.	<ul style="list-style-type: none"> <li>Access and utilisation rights will be based on a formal agreement established at the outset of the project.</li> <li>A reference to the project will be included in Marine Data Online.</li> </ul>
Commercial data	Datasets <b>purchased</b> by the Marine Institute for use in projects/services.	Frequently the Institute acquires a license/permission to use third party data.	<ul style="list-style-type: none"> <li>The availability of data will depend on the licenses/agreements in place with the data provider. Usually the Marine Institute does not have the right to disseminate this data further.</li> </ul>
Third Party data	Voluntary deposits by third parties.	In some cases third parties may wish to deposit data with the Marine Institute for long-term stewardship and custody.	<ul style="list-style-type: none"> <li>A formal agreement is required between the Marine Institute and the third party, the terms of which will reflect the cost/benefit of the arrangement.</li> <li>A reference to the data will be included in Marine Data Online if it is appropriate.</li> </ul>

Physical Samples	Physical samples collected by the Marine Institute.	Owned by the Marine Institute.	<ul style="list-style-type: none"> <li>• Access to such material will be supervised on a case-by-case basis.</li> <li>• Listing of reference collections will be provided to our customers and the general public.</li> </ul>
Publications	Publications from data originating from the Marine Institute. These are often derived from monitoring data or research data collected by or in collaboration with the Marine Intitute.	Owned by the Marine Institute	<ul style="list-style-type: none"> <li>• Reports are made available through the Marine Institute Library Service: <a href="http://www.marine.ie/information+services/library+services/index.htm">http://www.marine.ie/information+services/library+services/index.htm</a>.</li> </ul>
<p>NB: Data collected by the Marine Institute refers to raw data. Data acquired by the Marine Institute refers to data acquired by means of exchange or transfer.</p>			

### **3.1 Legal Obligations**

In addition to numerous statutory and contractual obligations with national and international organisations and programmes, which the Marine Institute endeavours to fulfil, the organisation is also bound by all legal contractual obligations that relate to data. In particular:

1. Freedom of Information Act 1997. The general emphasis of the Act is on making information available as a matter of course, so that specific requests under FOI do not arise. This is the ethos of the Marine Institute in respect of its data holdings. If a request under FOI is made, the Marine Institute is obliged to acknowledge it within two weeks, and generally make a decision on the request within four weeks, or eight weeks in certain cases. For further information see <http://www.marine.ie/information+services/foi/index.htm>

Section 30 of the Act dealing with Research and Natural Resource is of particular interest to the Marine Institute. The release of research information may be declined if disclosure of the information, either before or after completion of the research, is likely to put that public body or the subject matter of the research to serious disadvantage. An example might be potential damage that could be caused to a habitat or species. This decision must be weighed up with the level of public interest in the matter.

It should be noted that while research is in progress, there is no obligation to release raw data collected, but this data should be made available as soon as the research is complete. If however, there are no plans to process raw data so that it can be interpreted, this exception does not provide protection against the release of that data.

2. 'Personal data' on computers are subject to the Data Protection Act 1988. Whilst most marine environmental datasets will not contain information about individuals that would be covered by the Act, any that do must be registered with the Data Protection Registrar. All contacts data are covered by the Data Protection Act.

3. Data may be collected under the terms of a contract or 'Memorandum of Understanding' with another body which may specify the rights and obligations of the contracting parties with respect to datasets and their dissemination.
4. Where datasets needed by a researcher (internal or external), have been obtained under licence from another supplier (e.g. Ordnance Survey data) and do not belong to the Marine Institute, the terms and conditions of the licence agreement must be respected.

## 4. ACCESS TO AND PRICING FOR MARINE INSTITUTE DATA

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### 4.1 Access to Marine Institute Data

It is the Marine Institutes policy to make information about its key data holdings as readily available as is practically possible. Furthermore the Institute aims to make data as accessible as possible to third parties, in line with available technology and subject to access restrictions.

The first step for anyone interested in finding out what data is available from the Marine Institute is to review entries in Marine Data Online <http://www.marinedataonline.ie>. A contact person who can provide more specific information on each dataset is named in the catalogue.

Once a user has established that the Marine Institute holds data appropriate for their purposes, it may be available for sale as a report or CD product on the e-store <http://www.marine.ie/estore>. If this is not the case, then access to specific datasets must be requested using the Data Request Form available on the website at <http://www.marine.ie/contact/request+for+data/default.htm>. The Marine Institute has a co-ordinated approach to the management and administration of digital data requests, involving the Data Management team and the individual scientist with responsibility for the data. Standard procedures will be applied for tracking and administering responses to such requests.

### 4.2 Third Party Data Requests

Before making a request for data, Marine Data Online should first be viewed in order to ascertain what data is available from the Marine Institute. All requests for digital data should then be made via a standard form on the Marine Institute website (<http://www.marine.ie/contact/request+for+data/default.htm>). The information supplied in this form will form the basis of a licence agreement which must be signed by third parties before data is released for use. Two forms of licence agreement are in use: one for dealing with standard requests for data and one to form the basis of wider organisation to organisation agreements. The standard agreement is attached in Appendix 1. A copy of the Marine Institute's Inter Agency Data Exchange Agreement is available on request from Martina Hennessy.

The Marine Institute will adopt a co-ordinated approach to the management and administration of data requests, involving the Data Management team and the individual scientist with responsibility for the data. Standard procedures are applied for the tracking and administration of data requests. In the course of this, requestors will be advised of any charges that may be incurred.

### 4.3 Data Access Categories

Marine Institute data sets are each classified into one of four categories defining their availability. Categories are assigned based on restrictions imposed by legislation, contract and/ or potential influence upon a competitive marketplace.

#### 1) **Open Access (a)**

Data with no restrictions, which already exists in a form that can be freely distributed *via* e-mail, the Marine Institute website, hardcopy reports, or on CD-ROM.

#### 2) **Open Access (b)**

Data are not subject to restrictions, however owing to the age of data/ their size/ storage medium and/or location, availability may be reduced owing to limited Marine Institute resources needed to make them available.

### 3) **Restricted Access**

Data may be accessible in the form of peer reviewed scientific publications after they have been fully processed by expert staff. Restricted data may be re-classified as Open Access after a specified time period. Such time periods will be data set specific.

### 4) **Confidential / Non-accessible**

Data which cannot be released into the public domain owing to ownership rights or confidentiality issues.

## **4.4 Restrictions**

Restrictions on the use of data may apply for the following reasons:

- The Marine Institute may restrict the dissemination of raw data where these data form only a partial dataset, as in such situations the true value of the data may be compromised. Until a dataset is 'designated available' the component elements can be made available for co-operative studies or to certain groups under special arrangement at the Marine Institute's discretion. A request for data may sometimes trigger a review of a dataset to see if it should be re-designated.
- The Marine Institute may release data while retaining the right to peer review any resulting proposals, data, applications, reports or intended publications.
- Where subsequent re-use or redistribution of data would undermine any later 'value-added' exploitation of that dataset, so losing income that may otherwise have been re-invested back in to scientific research. In such cases data transfers need to be controlled by formal license agreements.
- Release of data may not be in the national interest.
- Release of data may undermine the competitive nature of a component of marine industry.
- Release of data may compromise the financial investment of the Institute or an associated third party.
- Where data sets are classified as "Restricted" under the data availability categorisation scheme.

## **4.5 Pricing Policy**

In fulfilment of its statutory role to carry out and encourage research and sustainable development in the marine sector, the Marine Institute collects and maintains a number of important datasets of local, national and international importance. It is the policy of the Marine Institute to promote access to its basic catalogues, archives and indexes, and this will be provided 'free' of charge where possible or with minimal administration charges levied.

In the provision of data and advice, the Marine Institute seeks to realise value from its assets, to support the sustainable management of marine resources and the advancement of marine science. The varied nature, degree of preparation or interpretation required and intended use of the data as well as any statutory or third party obligations relating to the Institute will be considered when deciding on access and pricing of data. Restrictions on the use of data will be specified formally and bound by licensing agreements.

This policy enables the Marine Institute to reflect the value of the data and the cost it has incurred to acquire, process, archive and manage the data, when satisfying data requests.

The Marine Institute will not under normal conditions sell the intellectual property rights (IPR) to data. Where a charge is levied, the Marine Institute will generally sell the **right to use data** and provide access to the data so that the right can be exercised.

A general data access and pricing policy is outlined below, but given the diversity of requests encountered, the Marine Institute should be contacted for further discussion relating to specific requests for data.

**Table 2** Outline of Pricing Structure for Marine Institute Data

<b>Data Class</b>	<b>Example</b>	<b>Access</b>	<b>Public/Academic €</b>	<b>Commercial €</b>
Published Data	Annual & Study Reports, Marine Data Online	Open online access – readily available	Free	Free
	Papers, CD's, publications	Hardcopy/digital media requests – copying /postage required	Fee charged	Fee charged
Digital Data Archives	Monitoring and survey data	Run Extensive Database Query	50% discount	€250/day
	Specific EIS requests, historical trend analysis	Customized Query/Datasets	50% discount	€500/day
		Interpretation/Consultancy	50% discount	€800/day

These rates will be reviewed on an annual basis by the Marine Institute Data Advisory Group.

#### **4.5.1 Public/Academic use of Data**

It is Marine Institute policy to enable access to data by *bona fide* scientific researchers at no more than direct administrative costs. Depending on the circumstances, this will be achieved by providing data either free of charge or applying a nominal handling charge for large, time-consuming data requests.

'*Bona fide*' researchers are those conducting academic research solely to advance the state of knowledge and not for commercial gain. Where appropriate, the Marine Institute will peer review the proposal, data, application, reports and intended publications. The results of the research should be published in the public domain and the Institute should be acknowledged appropriately. The Marine Institute may stipulate that processed datasets derived from the Marine Institute's data should be offered back to the Marine Institute.

#### **4.5.2 Commercial use of Data**

Requests for data from commercial enterprises will be dealt with on a case-by-case basis and costs will be negotiated on the basis of:

- 1) Once off fee for provision of advice, raw, and/ or interpreted data (based on rates in Table 2).
- 2) Annual license fee/subscription for regular data access and/ or services.
- 3) Royalty charges if data are sold to a commercial operator for re-processing and packaging as commercial products.

#### **4.6 Data Exchange**

The Marine Institute encourages collaboration with other organisations to enable the full value of its data assets to be realised. This on occasion may be realised by exchanging data, as opposed to the application of a charge. License agreements will be drawn up on a case by case basis in such situations (The MI standard Inter Agency Data Exchange Agreement will be used).

The Marine Institute's data may be used as a potentially tradable asset for reciprocal exchanges between other organisations (both domestic and foreign) and governmental departments without prejudice to contractual obligations. Data will be exchanged for research purposes where it is clear that the research will lead to a beneficial contribution to the marine environment, research and development, and/or economic development of the marine sector in Ireland.

## **APPENDIX 1– STANDARD LICENSE AGREEMENT FOR USE OF DIGITAL DATA**

### **Standard License Agreement for use of Marine Institute Digital Data**

#### **1. Grant of License**

1.1 The Licensor hereby grants to the Licensee a revocable, non-exclusive, non transferable license to use the Data solely for the permitted purposes as described in Schedule A.

1.2 The Licensee shall only permit the Data to be used by the Users in accordance with Schedule A.

#### **2. Licensee Undertakings**

The Licensee shall at all times:

2.1 Only use the Data for the Permitted Purpose and for no other purpose whatsoever;

2.2 Not to sub-license, copy (save for back-up and archival purposes), distribute, market, lease, sell, commercially exploit, loan or give away the data.

2.3 Notify the Licensor forthwith if the Licensee becomes aware of any unauthorised use of the data by any third party.

#### **3. Ownership and Intellectual Property Warranty**

3.1 All Intellectual Property Rights in the Data belong and shall belong to the Licensor and the Licensee acknowledges that it has no ownership claim or rights whatsoever in the Data.

#### **4. Publications**

4.1 The Marine Institute reserves editorial rights over any material produced for publication where this dataset is utilised. Material for circulation outside project team members must be submitted to the Marine Institute at least 4 weeks prior to publication, for review by staff with expert knowledge of the data and its collection to ensure appropriate usage. The Marine Institute must be acknowledged as the source of the dataset where it is cited.

#### **5. Fees**

5.1 The License Fees and Service Fees payable by the Licensee for the Data are as set out in Schedule A and shall be paid within 30 days of receipt of the Licensor's invoice.

#### **6. Corrections**

6.1 Any identified potential corrections to the dataset will be notified to the Marine Institute and full details provided as requested.

#### **7. Value Added**

7.1 This agreement does not allow this dataset to be sold or form part of any application or development which is intended to be sold. Where data is used in manipulated or value added form, to provide a product for a consultancy or to prepare a tradable commodity for open sale, a royalty may be due to the Marine Institute based on the nature of the product and the number of copies sold. Any such use of the dataset must be discussed in advance with the Marine Institute.

#### **8. Disclaimer**

8.1 While every effort is made in preparing the dataset no responsibility is accepted by or on behalf of the Marine Institute for any errors, omissions or misleading information. The Marine Institute accepts no responsibility for loss or damage occasioned or claimed to have been occasioned, in part or in full, as a consequence of any person acting, or refraining from acting as a result of a matter contained in this datasets or as a consequence of using this dataset for any purpose whatsoever.

**Schedule A** License Agreement Number: \_\_\_\_\_

**Details of the Data Supplied:**  
\_\_\_\_\_  
\_\_\_\_\_

**Intended Usage**

This dataset is supplied for the sole purposes of:  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Details of Licensee**

Name: \_\_\_\_\_  
Organisation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Publication**

Will this data be published in any format?   
If Yes, please give details including anticipated dates, authors, type of publication (journal, commercial):  
\_\_\_\_\_  
\_\_\_\_\_

If No, please attach a separate description of the intended outcome of the project e.g. unpublished teaching notes, exploratory analysis leading to further analysis or project proposal etc.

**License Fees**

The License Fees for the Data shall be as follows:  
\_\_\_\_\_

**Acceptance of Agreement:**

Authorised Signatory:	_____	_____
	For the Marine Institute	For the Licensee
Name (PRINT):	_____	_____
Date:	_____	_____
Signature of:	Dataset Provider	Dataset Recipient
	_____	_____
Section:	_____	_____
Date:	_____	_____