

Annex I

MAELSTROM Data policy and License Agreement

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Authors: Valentina Grande, Fantina Madricardo (CNR-ISMAR)

MAELSTROM Data policy

MAELSTROM Data policy is consistent with, and in the spirit of, national and international policies and laws. Applicable policies or laws are those related to UN conventions, policies of international bodies often within the UN, policies and laws of the European Union. MAELSTROM Data policy is intended to be fully compatible with the Directive of the European Parliament and of the Council on public access to environmental information [1], the INSPIRE Directive [2], IOC [3], ICES [4], WMO [5], GCOS [6], GEOSS [7] and CLIVAR [8] data principles. MAELSTROM Data policy is in line with the Grant agreement number 101000832 – MAELSTROM – H2020-FNR-2020/H2020-FNR-2020-1, in particular with Subsection 2 “Rights and obligations related to background” and Subsection 3 “Rights and obligations related to results” regulating the beneficiaries rights and obligations. MAELSTROM makes data available freely and without restriction. “**Freely**” means at no more than the cost of reproduction and delivery, without charge for the data itself. “**Without restriction**” means without discrimination against, for example, individuals, research groups, or nationality. MAELSTROM makes data available in a timely and easy way to users through the data infrastructure described in the Data Management Plan v2 (paragraph 7) and consisting in a cloud repository, a metadata catalogue and the ROhub platform. According to the different types of assets, the **access conditions** vary: 1) metadata are freely accessible without any condition through the metadata catalogue 2) data and products require acceptance of a **license**.

- [1] Directive 2003/4/EC of the European Parliament and of the Council of 28 January 2003 on public access to environmental information and repealing Council Directive 90/313/EEC (<http://ec.europa.eu/environment/aarhus/index.htm>).
- [2] INSPIRE Directive for spatial information in the Community (<http://inspire.jrc.it/home.html>)
- [3] IOC Data Policy (<http://ioc3.unesco.org/iode/contents.php?id=200>)
- [4] ICES Data Policy 2006 (https://www.ices.dk/Datacentre/Data_Policy_2006.pdf)
- [5] WMO Resolution 40 (Cg-XII; see <http://www.nws.noaa.gov/im/wmor40.htm>)
- [6] Implementation plan for the Global Observing System for Climate in support of the UNFCCC, 2004; GCOS – 92, WMO/TD No.1219.
- [7] Global Earth Observation System of Systems GEOSS 10-Year Implementation Plan Reference Document (Final Draft) 2005. GEO 204. February 2005.
- [8] CLIVAR Initial Implementation Plan, 1998; WCRP No. 103, WMO/TS No. 869, ICPO No. 14. June 1998.

MAELSTROM License Agreement: Terms and Conditions

1. The Licensor grants to the Licensee a non-exclusive and non-transferable license to retrieve and use datasets and products in accordance with this license.
2. Data Users should not give to third parties any MAELSTROM data or product without prior consent from the Data Manager and Project Leader.
3. Data users must respect any and all restrictions on the use or reproduction of data. The use or reproduction of data for commercial purpose must be negotiated and require prior written permission from the data source,
4. Data cannot be used for legal, or for navigational purposes.
5. Data access will be guaranteed through the cloud repository after signing the MAELSTROM data access request form.
6. Data provider can choose to give access to the data with an open license. In this case, the download of data will be guaranteed through the cloud system without signing the MAELSTROM data access request form.
7. Retrieval, by electronic download, and the use of data is free of charge, unless otherwise stipulated.
8. Regardless of whether the data are quality controlled or not, MAELSTROM and the data source do not accept any liability for the correctness and/or appropriate interpretation of the data. Interpretation should follow scientific rules and is always the user's responsibility. Correct and appropriate data interpretation is solely the responsibility of data users.

9. Data users are requested to inform the MAELSTROM Data Manager and Project Leader of any problems encountered with MAELSTROM provided data. This feedback will increase the quality of the data.

11. Users must acknowledge data sources. It is not ethical to publish data without proper attribution or co-authorship. Any person foreseeing the use of MAELSTROM data in a publication must communicate with the data source, in particular when the journal requires the availability of data underlying the research findings. In addition, they have to consider the data source(s) for co-authorship of published results.

12. MAELSTROM data and products must be acknowledged using the following citation:
"MAELSTROM Project - Smart technology for MARine Litter SusTainable RemOval and Management - Grant agreement ID: 101000832, DOI: <https://doi.org/10.3030/101000832>"

13. MAELSTROM will invoke legal and technological measures to prevent and penalize copyright infringement.