



FACT NETWORK USER AGREEMENT AND DATA POLICY VER1.2

This is the formal FACT user agreement and data policy which was accepted after an open comment period and will be applied to all current and future FACT Network members. Last Updated: 1 July 2021

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1. BACKGROUND

The FACT Network is a grassroots collaboration of researchers and partners using acoustic telemetry to resolve the life history of aquatic animals. Conceived in 2008 as a means of tracking coastal fish and sea turtles in east-central Florida, the FACT Network has expanded rapidly in geographic scope and membership. It now includes state and federal wildlife agencies, universities, non-profit and private research organizations operating throughout the southeastern United States, Bahamas, and Caribbean.

The strength of the FACT Network is derived from the collaboration of our members. Due to our commitment to sharing data while protecting privacy and growing the network by welcoming new members, the FACT Network is fostering a community of researchers and furthering marine-related sciences.

2. ANTI-DISCRIMINATION POLICY

We are committed to increasing diversity, equity, and inclusion in the FACT Network. The FACT Network was built on the principle of inclusion and is dedicated to providing a welcoming environment for all members regardless of demographic background. Discriminatory behavior of any kind exhibited by members of the FACT Network will not be tolerated. If discrimination is reported, disciplinary action will be decided upon by the FACT Steering Committee.

3. DEFINITIONS AND ACRONYMS

ACT Atlantic Cooperative Telemetry Network

Array Collaborators and **Array Owners** means those parties who deploy, maintain, and retrieve data from receivers.

Data Manager means the person appointed by the FACT Network to manage FACT Network Data.

Data Use Agreement means the agreement entered into between members of the FACT Network and SECOORA or other person which sets out the process through which FACT Data may be accessed.

Database and FACT Node means the instruments and systems that store and make accessible the information lodged with the FACT Network.

FACT Data means the Unrestricted Data and the Restricted Data stored in the Database, but does not infer ownership.

FACT Members means those individuals who have agreed to the Memorandum of Agreement between SECOORA and the FACT Network and have also agreed to the FACT Network User Agreement and Data Policy.

FACT Portal means the portal that enables users to access the Database.

iTAG Integrated Tracking of Aquatic Animals in the Gulf of Mexico

OTN Ocean Tracking Network

Regional Data node means a repository of region-specific data formed on an ad-hoc basis by OTN collaborators.

Restricted Data means the data which Tracking and Array Collaborators have submitted to the FACT Database on the condition that access to that data is restricted in accordance with Section 5 of this policy.

SECOORA Southeast Coastal Ocean Observing Regional Association

Tracking Collaborators and Tag Owners means those parties who oversee the tagging of marine life and provision of the data.

Unrestricted Data means all FACT Data that is not Restricted Data.

4. DATA COLLECTION

- a) Tracking Collaborators must also participate in the FACT Network as an Array Collaborator. Much of the effort in conducting acoustic telemetry projects is spent on the maintenance and downloading of receivers in the field, an activity requiring substantial cost and time of personnel.
- b) Array Collaborators must also participate in the FACT Network as a Tracking Collaborator to use detection data in accordance with Section 7.
- c) If a Tracking Collaborator is unable to deploy receivers, the Tracking Collaborator must contact Array owners in the proposed study area and agree upon a mutually beneficial arrangement. For example, Tracking Collaborators may devote time or personnel to help download receivers for the Array Collaborator.
- d) Dual participation as a Tracking and Array Collaborator benefits the FACT Network by avoiding a flood of tags in any one system that lacks adequate receiver coverage, which perpetuates an even distribution of data exchange.

5. DATA SUBMISSION

- a) Array and Tracking Collaborators are responsible for ensuring that data are uploaded in accordance with predefined FACT standards are submitted in a timely fashion, but at least twice a year.
- b) Array and Tracking Collaborators will upload their data to private folders at via the

FACT Portal (www.researchworkspace.com).

- c) Array and Tracking Collaborators will inform the Data Manager of any errors, inaccuracies or necessary updates with respect to data that have been uploaded to the FACT node as soon as possible after becoming aware of such issues.
- d) Array and Tracking Collaborators will provide project metadata at the initiation of the project.
- e) On retrieval and downloading of a receiver, Array Collaborators will provide operational metadata along with intact vrl files.
- f) On deployment of a tag, Tracking Collaborators will provide tag metadata.
- g) Oceanographic observation data are to be submitted to the SECOORA portal.

6. RESTRICTED DATA SUBMISSION

- a) Array and Tracking Collaborators are entitled to require access to the data which they upload to the FACT node initially be restricted to only individuals who are approved by project principle investigators in their sole discretion (hereinafter referred to as Restricted Data).
- b) Tracking Collaborators are entitled to specify that the Restricted Data will not become Unrestricted Data until a desired date, but preferably within four years of the project end date, or last tag expires, whichever is longest.
- c) Tracking Collaborators who wish to have the restricted access period extended for a period longer than what was agreed to, may request an extension from the Data Manager.
- d) Array and Tracking Collaborators are entitled to specify partial or modified release of Restricted Data to become Unrestricted Data.

7. ACCESS TO FACT NODE DATA

The following are the processes for accessing FACT data:

(A) Unrestricted access

- a) Unrestricted access to the FACT node data is through ERDAPP, Geoserver, the Animal Tracking Network Data Assembly Center and Ocean Tracking Network portal.

(B) Restricted Data

- a) Those who wish to access FACT node data other than what is provided via www.secoora.org/FACT will be asked to become a FACT member and provide registration information including, but not limited to full name, affiliation, electronic mail address and intended purpose for accessing the Restricted Data. Unless a special exemption is made, access to data will only be granted for the Tag Owner.
- b) Those who wish to access records from the FACT Database regarding individual receiver locations (coordinates) and precise time and date of tag detections for a given tag ID which they have released, will be asked to provide release metadata to be incorporated into the database so future detections may be assigned to the tag ID. If they choose not to provide release metadata, detection data may still be released with the permission of the Array Owner(s).
- c) Registered users will be required to agree to terms and conditions of use relating to the FACT Portal prior to receiving a confidential username and password by which they can access the FACT Portal.

- d) Any registered user who wishes to access Restricted Data and is not named on the project metadata forms submitted by the project PIs, must obtain the consent of the FACT member who submitted the Restricted Data, which consent shall be provided directly from the FACT member to the Data Manager in a manner satisfactory to the FACT network. Once consent has been received from the FACT member who submitted the Restricted Data, access shall be provided on the terms set by the granting FACT member.
- e) All persons accessing Restricted Data will include a pre-formed attribution to the FACT Network in Acknowledgements in all publications and appropriate citations for all publications which use FACT node data. Publications with FACT attributions shall be forwarded to the Data Manager.

8. USE OF FACT NETWORK DATA

- a) All individuals who access FACT node data shall provide attribution to all Data Providers and the FACT Network if FACT node data are used in a publication, product, or commercial application.
- b) Telemetry data, including tag metadata and detection data, by default are considered owned by the FACT member which deployed the tag.
- c) FACT members must abstain from publishing any data on tags they did not deploy, unless the tag owner provides consent.
- d) If a FACT member cannot state certain conclusions but for the detection data provided by another FACT member, both parties must agree on a suitable level of attribution, including but not limited to, co-authorship and acknowledgement mentions.
- e) FACT members are entitled to produce non-published reports including grant updates, on all data collected by their receivers, including tags they did not deploy. Non-published reports may only include basic information on tags which they did not deploy, such as the number and species detected with basic summary data such as the number of detections. Non-published reports must follow proper tag owner attribution as stated in 7.a above.
- f) FACT member data may be used in informational material for the FACT website. Consent of the FACT member is required for use of all information except:
 - i) General receiver location (for map making),
 - ii) Number, types and species of animals tagged,
 - iii) Project information including description and a point of contact.
- g) All individuals who access FACT node Data agree and acknowledge that neither the FACT Network nor the Data Provider is liable for any inaccuracies in the FACT node data.
- h) All users for FACT node Data are responsible for investigating and understanding the limitations of the FACT node data.
- i) All registered users of the FACT node data are required to report all problems with respect to the FACT node data to the Data Manager.

9. DATA EXCHANGE BETWEEN REGIONAL DATA NODES

- a) Project folders (tag and array) of FACT members will be mirrored to *Regional Data*

Nodes for the purposes of tag matching. Project folders of non-FACT members will be mirrored to the FACT node for the purposes of tag matching.

- b) Mirrored folders are not the property of the node to which they are mirrored and are not under the rules of data submission and access of the mirrored node.
- c) If detection data from a FACT member are matched to non-FACT member tags, the detection data will be copied to the non-FACT folder in the appropriate Regional Data Node.
- d) If detection data from a non-FACT member are matched to FACT member tags, the detection data will be copied to the appropriate folder in within the FACT node.
- e) Use of detection data will follow the rules set forth by the node to which the tag owner is a member.

10. DATA EXCHANGE OUTSIDE REGIONAL DATA NODES

- a) FACT members may disperse their data to a researcher outside of the FACT Network, however, each FACT member will also direct outside researchers seeking access to FACT Network data to the Data Manager.
- b) The Data Manager will attempt to resolve unmatched tags twice a year by providing the full tag identifier, date and general location of detection, and contact information of the array owner to ACT, iTAG, and Vemco.

11. REFERENCES

The Ocean Tracking Network (OTN) Data Policy

<https://members.oceantrack.org/data/policies/otn-data-policy-2018.pdf>