Code of Conduct
for Data Nodes (data providers) and Portal Nodes
for sharing of Unit Data

Preamble
This Code establishes the agreement between legal entities willing to share or provide
access or access biological collection specimen or observation data through a
Network Service.

1 Definitions
Data Sharing: provision of data from Data Nodes in the Internet, accessible
through standardized protocols.
Unit Data: data describing (the components of) specimen or observation data.
Portal Node: any legal entity acting as service provider enabling access to Unit
Data on the Internet.
Data Node: a legal entity having the right to provide and providing unit data to
share in the Network.
Network Service: the combination of a Portal Node, accessible Data Nodes,
standards and protocols.
User: any legal entity using an Internet connected computer to access a Portal
Node.

2 Understandings
2.1 Data Nodes want to share their Unit Data internationally to foster scientific
research and development and to support the use of these data.
2.2 Such Data Sharing is in the spirit of the objectives of the Global Biodiversity
Information Facility (GBIF; see Adjunct 1), and Data Nodes agree to share their
data with GBIF.

3 Principles
3.1 Data sharing is the exclusive decision of Data Nodes by their agreement with
this Code of Conduct.
3.2 Proper credit for every record is maintained and transferred by the Portal Node
interfaces to any User.
3.3 Copyrights of the data contents reside with the Data Nodes, subject to the law of
their country. The agreements on Intellectual Property Rights in the
Memorandum of Understanding of the Global Biodiversity Information Facility
(GBIF) also apply to this Network Service (see Adjunct 2).
3.4 The Portal Node is not responsible for data content.
3.5 Data Nodes and Portal Nodes are not liable or responsible, nor are its employees or sub-contractors for any loss, damage, claim, cost or expense however it may arise, from the use of - or an inability to use - the Network Service.

3.6 Portal Nodes, Data Nodes, and Users respect the spirit and legislation in relation to the Convention of Biological Diversity, and other appropriate national legislation.

4 Data Nodes
The Data Node agreeing to install the software to share its Unit Data in the Internet states that it:

4.1 acts in accordance with Article 2 Understandings and Article 3 Principles.

4.2 grants free access to the data for non-profit purposes and for other purposes by agreement.

4.3 owns the shared data, or has the permission to contribute the data from third parties.

4.4 provides data based on common curatorial standards.

4.5 acts responsibly and legally towards restricting access to sensitive data.

5 Portal Node
The Portal Node states that it will:

5.1 act in accordance with Article 2 Understandings and Article 3 Principles.

5.2 provide proper credit for every record from all Data Nodes.

5.3 notify Users of the rights of the Data Nodes as stated in this Code of Conduct.

5.4 provide access only if Users agree to this Code of Conduct.

5.5 specifically notify Users about the rules to acknowledge the Data Nodes as data providers (article 6.2).

6 User

6.1 Users accessing data from data nodes through any portal accept the rights of the Data Nodes for every transferred record in agreement with this code.

6.2 Users accept that they will provide proper credit for every record in conjunction with the use of the records.
Adjunct 1 to the Code of Conduct for Data Nodes (data providers) and Portal Nodes for sharing of Unit Data.

**Objectives of GBIF**

1. **Purpose**

   The purpose of GBIF is to promote, co-ordinate, design and implement the compilation, linking, standardisation, digitisation and global dissemination of the world’s biodiversity data, within an appropriate framework for property rights and due attribution. GBIF will work in close co-operation with established programmes and organisations that compile, maintain and use biological information resources. The Participants, working through GBIF, will establish and support a distributed information system that will enable users to access and utilise considerable quantities of existing and new biodiversity data.

2. **Goals of GBIF**

   It is the intention of the Participants that GBIF:

   (a) be shared and distributed, while encouraging co-operation and coherence;

   (b) be global in scale, though implemented nationally and regionally;

   (c) be accessible by individuals anywhere in the world, offering potential benefits to all, while being funded primarily by those that have the greatest financial capabilities;

   (d) promote standards and software tools designed to facilitate their adaptation into multiple languages, character sets and computer encodings;

   (e) serve to disseminate technological capacity by drawing on and making widely available scientific and technical information; and

   (f) make biodiversity data universally available, while fully acknowledging the contribution made by those gathering and furnishing these data.

**Involvement of the Participants**

Each Participant should seek to:

(a) participate actively in the formulation and implementation of the GBIF Work Programme;

(b) promote the sharing of biodiversity data in GBIF under a common set of standards;

(c) form a node or nodes, accessible via GBIF, that will provide access to biodiversity data;

(d) as appropriate, make other investments in biodiversity information infrastructure in support of GBIF; and

(e) contribute to training and capacity development for promoting global access to biodiversity data.
Scope of Activity

Through their participation in the GBIF Work Programme, the Participants may carry out some or all of the following activities:

(a) Improving the accessibility, completeness and interoperability of biodiversity databases, including:
   (i) Contributing data and technical resources, within an Intellectual Property Rights framework (such as that described in Paragraph 8);
   (ii) Developing novel user interface designs that incorporate features to support their functionality in a multi-lingual global context;
   (iii) Developing suitable tools and standards for accessing, linking and analysing new and existing databases, including standards and protocols for indexing, validation, documentation and quality control in multiple human languages, character sets and computer encodings; and
   (iv) Providing access to new and existing databases;
(b) Facilitating development of an electronic catalogue of the names of known organisms;
(c) Designing and implementing SpeciesBank;
(d) Developing a digital library of biodiversity data;
(e) Developing partnerships with other relevant organisations and projects;
(f) Improving high-speed networking and computation infrastructures;
(g) Sharing computational facilities, including high-volume data storage;
(h) Developing model curricula for biodiversity informatics training;
(i) Training researchers, data managers and technicians;
(j) Implementing specific programs to enhance the biodiversity informatics capacity and technical skills base of developing countries; and
(k) Helping to co-ordinate and harmonise the biodiversity informatics programs of the Participants.

Co-operation and Co-ordination

The Participants intend to encourage co-operation amongst themselves in the implementation of GBIF and in the development of joint work programmes in areas of mutual interest with the Secretariat of the Convention on Biological Diversity and other appropriate bodies to avoid duplication and to benefit from existing resources and expertise.
GBIF Agreements on Intellectual Property Rights
Drawn from the GBIF Memorandum of Understanding (MOU) with (associate) members of GBIF.

1. Applicable Law

Nothing in this MOU should be read to alter the scope and application of Intellectual Property Rights and benefit sharing agreements as determined under relevant laws, regulations and international agreements of the Participants.

2. Access to Data

To the greatest extent possible, GBIF is foreseen as an open-access facility. All users, whether GBIF Participants or others, ought to have equal access to data in databases affiliated with or developed by GBIF.

3. Intellectual Property Rights to Biodiversity Data

GBIF should encourage the free dissemination of biodiversity data and, in particular:
(a) should not assert any Intellectual Property Rights in the data in databases that are developed by other organisations and that subsequently become affiliated to GBIF;
(b) should seek, to the greatest extent possible, to place in the public domain any data commissioned, created or developed by GBIF; and
(c) should respect conditions set by data providers that affiliate their databases to GBIF.

When establishing affiliations or linkages with other databases, GBIF should seek to ensure that the data so made available will, in effect, be in the public domain, and will not be subject to limitations on its further non-commercial use and dissemination, apart from due attribution.

4. Attribution

GBIF should seek to ensure that the source of data is acknowledged and should request that such attribution be maintained in any subsequent use of the data.

5. Access to Specific Data

Nothing in this MOU should be read to restrict the rights of owners of databases affiliated with GBIF to block access to any data.
6. Validity of Data

It should be a condition of access to and use of GBIF that users acknowledge that the validity of the data in any databases affiliated with GBIF cannot be assured. GBIF should disclaim responsibility for the accuracy and reliability of the data as well for the suitability of its applications for any particular purpose.

7. Legitimacy of Data Collection

Where the collection of new data has entailed access to biodiversity resources, GBIF should ask reasonable assurances from the data holder that such access was consistent with applicable laws, regulations and any relevant requirements for prior informed consent.

8. Intellectual Property Rights to Biodiversity Tools

GBIF may claim appropriate Intellectual Property Rights available within applicable national jurisdictions over any tools, such as search engines or other software products, that are developed by GBIF while carrying out the GBIF Work Programme.

9. Technology Transfer

The Participants acknowledge that, subject to any relevant Intellectual Property Rights, GBIF should seek to promote the non-exclusive transfer to research institutions in developing countries of such information technology as it has available, especially in conjunction with training and capacity development programs.