Pacific Islands Region Acoustic Telemetry (PIRAT) Network

User Agreement and Data Policy v. 1.0

This is the formal PIRAT user agreement and data policy which is subject to open comment and will apply to all current and future PIRAT Network members. Last Updated: 4 May 2022

CONTENTS

1. BACKGROUND

The Pacific Islands Region Acoustic Telemetry (PIRAT) Network is a collaboration of researchers and partners using acoustic telemetry for the study of aquatic animals in the Pacific Islands Region. Our mission is the enhancement of research outcomes of acoustic telemetry studies through collaboration and data sharing among our members. We are committed to achieving this mission while maintaining the integrity and security of user data.

2. DEFINITIONS AND ACRONYMS

PIRAT Network means the Pacific Islands Region Acoustic Telemetry Network, its employees and infrastructure.

PIRAT Database and PIRAT Node means the hardware and systems that store and make accessible the information lodged with the PIRAT Network.

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

Tracking Collaborators means those parties who oversee the deployment of transmitters on aquatic organisms and provision of the data to the PIRAT Node.

Dual Collaborators means those parties who act in the role of both Tracking Collaborator and Array Collaborator/Owner.

PIRAT Collaborators or **Collaborators** means the Array Collaborators, Array Owners and Tracking Collaborators.

PIRAT Data means the Unrestricted Data and the Restricted Data stored in the Database, but does not imply ownership.

PIRAT Members means those individuals who have agreed to the PIRAT Network User Agreement and Data Policy.

Cross-matching means the act of identifying detections of transmitters from one project in detection data from another project

Data Manager means the person appointed by the PIRAT Network to manage PIRAT Node Data.

User Agreement means the agreement entered into between members of the PIRAT Network which establishes terms of data sharing, responsibilities and permissions of PIRAT Collaborators and PIRAT data managers.

Data Policy sets out the process through which data is submitted, maintained, accessed and shared.

PIRAT Portal means the web portal (piratnetwork.org). that enables Collaborators to upload and access their data contained in the Database.

Project is any research project or study with affiliated Tracking Collaborators or Array Collaborators.

Regional Data Node means a repository of region-specific data formed on an ad-hoc basis (e.g. PIRAT Node). Data held in a Regional Data Node may or may not be mirrored to the OTN Database on a per-project basis, depending on the wishes of the Tracking Collaborators or Array Collaborators involved.

Restricted Data means the data which Tracking and Array Collaborators have submitted to the PIRAT Node on the condition that access to that data is restricted in accordance with Section 5(a)(2) of this document.

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

3. DATA COLLECTION AND SUBMISSION

a) Collaborators will upload their data to private folders via the PIRAT Network website (piratnetwork.org).

b) Collaborators are responsible for ensuring that data are uploaded in accordance with predefined PIRAT standards (see metadata submission forms) and submitted in a timely fashion, but at least twice a year.

c) Collaborators will inform the Data Manager of any errors, inaccuracies or necessary updates with respect to data that have been uploaded to the PIRAT Node as soon as becoming aware of such issues.

d) Array and Tracking Collaborators will provide project metadata at the initiation of the project.

e) Upon retrieval and downloading of a receiver, Array Collaborators will provide operational metadata along with intact *.VRL* files, as soon as is practical. Receiver operational metadata must include the following:

- Deployment Date
- Download Date
- Retrieval Date
- Deployment Coordinates
- Station depth (Depth of receiver)
- Station Information (e.g. FAD, topographic feature)
- Station name

f) Upon deployment of a transmitter, Tracking Collaborators will provide the following metadata:

- Transmitter manufacturer
- Transmitter model (e.g. V9-1H, V16P-1L)
- Transmitter serial number
- Transmitter ID Code and code space
- Estimated transmitter (battery) life
- Sensor type (if any)
- Scientific and common names of species on which transmitter was deployed
- Release coordinates
- Release date/time

g) For acoustic telemetry data held by the PIRAT Node, basic transmitter metadata are considered unrestricted and will be published as soon as is practical. The following represents a complete list of those metadata considered unrestricted:

- Scientific and common names of species on which transmitter was deployed
- General release location (coordinates rounded to nearest 0.1 degrees ~11 km resolution)
- Release date

h) Requests may be made to treat such metadata as Restricted Data, given any ecological or economic sensitivities as identified by the Collaborator, and will be considered on a case-by-case basis by the Data Manager. Animal morphology information and ongoing locational information, in whatever capacity the instrument is capable of reporting, are considered by default to be Restricted Data.

i) Collaborators are entitled to request that their data in the PIRAT Node be initially restricted to individuals approved by project principal investigators in their sole discretion (hereinafter Restricted Data).

j) Collaborators are entitled to specify an embargo period in which their 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.

k) 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.

l) Collaborators are entitled to specify partial or modified release of Restricted Data to become Unrestricted Data.

4. DATA ACCESS

a) Those seeking to access data in the PIRAT Network must participate as both Tracking Collaborator and as Array Collaborator[1].

b) Tracking collaborators are obligated to:
- deploy transmitters
- provide project metadata (e.g. PI, contact info, citation info, study abstract)
- provide operational metadata as outlined in Section 3(f)

c) Array Collaborators are obligated to:
- deploy and maintain receivers;
- provide project metadata (e.g. PI, contact info, citation info, study abstract)
- submit operational receiver metadata as outlined in Section 3(e).
- submit receiver detection data as outlined in Section 3(e)

d) The minimum participation in each capacity (e.g. minimum number of active transmitters, receivers deployed) required for access to data within the PIRAT Network will be subject to the discretion of the Data Manager.

e) If a Tracking Collaborator is unable to deploy receivers, or an Array Collaborator is unable to deploy transmitters, the Collaborator may request access to PIRAT Node data via a mutually beneficial arrangement made with Tracking/Array Collaborators in the proposed study area. For example, Tracking Collaborators may devote time or personnel to download/maintain receivers for the Array Collaborator in exchange for data access. Dual collaborators (those participating in both Tracking and Array activities) are not obligated to enter into such arrangements, and do so in their sole discretion.

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[1] 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.

f) Outside of agreements among Collaborators, the minimum level of participation in each capacity (e.g. minimum number of active transmitters, receivers) required for access to data within the PIRAT Network will be subject to the discretion of the Data Manager.

5. DATA USE

a) The following are the processes for accessing PIRAT data:
   1) Unrestricted Data
      i. Access to unrestricted data in the PIRAT Node is through ERDAPP, Geoserver, the Animal Tracking Network Data Assembly Center and the Ocean Tracking Network Portal.

   2) Restricted Data
      i. Unless a special exemption is made, access to Restricted Data will only be granted for the owner of those data. Others wishing to access Restricted Data will be asked to become a PIRAT Network member and provide registration information including but not limited to: full name, affiliation, electronic mail address and intended purpose for accessing the Restricted Data.

b) Those who wish to access records from the PIRAT Database regarding individual receiver locations (coordinates) and precise time and date of transmitter detections for a given transmitter 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 PIRAT Portal prior to receiving a confidential username and password by which they can access the PIRAT Portal.

d) Access to Restricted Data will, by default, be limited to those PIRAT members named on project metadata forms associated with the Restricted Data in question. PIRAT members wishing to access restricted data outside of their permissions must obtain the express consent of the P.I. associated with the desired data. Consent and terms of use set by the PI, and agreed upon by the PI and requestor, shall be provided in writing directly from the PI to the Data Manager.

e) All persons accessing Restricted Data must include a pre-formed attribution to the PIRAT Network in the Acknowledgements of all publications resulting from said Restricted Data access, and must also include appropriate citations for all publications using PIRAT Node data. Publications with PIRAT attributions shall be forwarded to the Data Manager.

f) All individuals who access PIRAT Node data shall provide attribution to all Data Providers and the PIRAT Network if PIRAT Node data are used in a publication, product, or commercial application.

g) Telemetry data, including transmitter metadata and detection data, are by default considered to be owned by the PIRAT member who deployed the transmitter(s).

h) PIRAT Members shall refrain from publishing results pertaining to detections of transmitters owned by other PIRAT members, unless given the express consent of the transmitter owner.

i) If a PIRAT member cannot state certain conclusions but for the detection data provided by another PIRAT member, prior to submission for publication, both parties must agree on a suitable level of attribution. Attribution may include, but is not limited to, co-authorship and acknowledgement mentions.

j) PIRAT members are entitled to produce non-published reports including grant updates, on all data collected by their receivers, including transmitters they did not deploy. Where transmitters not owned by the author(s) of non-published reports are concerned, the reports may only include the following metadata/summary data (or a combination therein): 1) species; 2) counts of detections. Non-published reports must follow proper transmitter attribution as stated above in Section 5(g).

k) PIRAT member data may be used in informational material for the PIRAT website. Consent of the PIRAT member is required for the use of all information, except:
    1) General receiver location (coordinates to the nearest 0.1 degree, ~11 km res)
    2) Number and taxon of animals carrying transmitters
    3) Project information including description and point of contact or PI.

l) All individuals who access PIRAT Node data agree and acknowledge that neither the PIRAT Network nor the Data Provider is liable for any inaccuracies in the PIRAT Node data.

m) All users of PIRAT Node data are responsible for investigating and understanding the limitations of use of the PIRAT Node data.

n) All registered users of PIRAT Node data shall report any problems (upon discovery) with respect to the PIRAT Node data to the Data Manager.

6. DATA EXCHANGE BETWEEN REGIONAL DATA NODES
a) Project folders (transmitter and array) of PIRAT members will be mirrored to Regional Data nodes for the purposes of cross-matching detections among projects (hereafter "cross-matching"). Project folders of non-PIRAT members will be mirrored to the PIRAT Node for the purposes of cross-matching.

b) Mirrored folders are not the property of the node to which they are mirrored, nor are they subject to its rules of data submission and access.

c) If detection data from a PIRAT member project are matched to non-PIRAT member transmitters, the detection data will be copied to a project folder belonging to the non-PIRAT member in the appropriate Regional Data node.

d) If detections in a PIRAT member project are matched to transmitters belonging to a non-PIRAT member, the detection data will be copied to a project folder belonging to the non-PIRAT member in the appropriate Regional Data node.

e) Use of detection data will follow the rules set forth by the node to which the transmitter owner is a member.

7. DATA EXCHANGE OUTSIDE REGIONAL DATA NODES

a) PIRAT members may share their data with researchers outside of the PIRAT Network. However, PIRAT members provisionally granted access to the Restricted Data of another PIRAT member may not by proxy share these data with non-PIRAT members. PIRAT members receiving requests for such sharing shall direct them to the Data Manager.

b) The Data Manager will attempt to resolve unmatched transmitters twice per year by providing the full transmitter identifier, date and general location of detection, and contact information of the array owner to ATN, NEP Data Node, and Vemco.

c) PIRAT Network Data shared with and held by OTN remains subject to standards laid out in the PIRAT User Agreement.

8. DISSEMINATION

a) All non-Restricted Data held by OTN will be routinely copied to the appropriate National Ocean Data Centre for the International Oceanographic Data Exchange (IODE) / Global Ocean Observing System (GOOS) (such as the Department of Fisheries and Oceans for projects within Canada) for long term archiving. It will also be reported to international biodiversity facilities such as the Ocean Biogeographic Information System (www.iobis.org) and Global Biodiversity Information Facility (www.gbif.org), in all cases where such data types are compatible with the formats held at those facilities.

b) Data that is classified as Restricted due to the default embargo period or otherwise will NOT be shared with these facilities until such time as it is no longer Restricted. PIRAT Data held by OTN

will be classified as Restricted or non-Restricted based on the standards of the PIRAT User Agreement, not those of OTN.