

**Data Use Agreement**

**between**

**Eurac Research**, seated in Viale Druso 1, 39100 Bolzano (Italy), represented by its Director, Dr. Stephan Ortner  
**(hereinafter “Provider”)**

**and**

the Registered user  
*(insert data of the Registered user)*  
**(hereinafter “Recipient”)**

Eurac Research and the Recipient each referred to as the “Party” or collectively as the “Parties”.

The Parties are willing to set forth the present Agreement, with the following conditions:

**Art. 1 Object of the Contract**

With the present Agreement the Provider shall provide the Data described in Art. 2 to Recipient for the purposes and to the terms and conditions set forth in this Agreement and authorizes the Recipient to use the Data.

By signing this Agreement, the Provider declares that the authorization and use of the Data provided in this Agreement comply with the current Italian and European legislation on copyright.

**Art. 2 Description of Data**

The Data provided is the following:

Dataset:

Original data sources:

Published in:

Region:

Costs:

File name:

Format:

The Data is transmitted exclusively in anonymised form. No personal data will be transferred.

The Provider will provide the relative access credentials to data of the project Biodiversity Monitoring South Tyrol (BMS).

The data are to be requested from the Institute of Alpine Environment, Eurac Research and herein from the collaborators of the BMS.

**Art.3 Conditions of use**

THE DATA, AS DEFINED ABOVE, IS MADE AVAILABLE BASED ON THE TERMS OF THIS AGREEMENT. ANY USE OF THE DATA THAT IS NOT AUTHORIZED UNDER THIS AGREEMENT AND/OR OTHER APPLICABLE LAWS IS FORBIDDEN.

The Provider hereby grants to the Recipient, and the Recipient hereby accepts, the non-exclusive, non-transferable, royalty-free right to use the Data, subject to the following terms and conditions:

(a) the Recipient shall use the Data solely for the following **purposes**:

That the data will be used exclusively for scientific or environmental/nature conservation purposes which will be described more detailed below:

- a. ....  
..... (Please describe here: Content, scope, expected scientific output: publication plan and proposed dissemination)
- (b) the Recipient is **not authorized to modify** the content of the Data for other than the purposes set out in the present Agreement;
- (c) The Recipient has no right to transfer, sell, rent, lease, loan, sublicense, distribute, disseminate, communicate, distribute or otherwise cede to any third party the Data, nor to share with other parties or use the Data for commercial purposes without the prior written consent of the Provider. Furthermore, commercial exploitation is not allowed.
- (d) the Recipient is obliged to **recognize the contribution of the Provider** as the source of the Data in all written, visual, or oral public disclosures, publications and representations and any form of distribution/dissemination concerning Recipient's research using the Data, as indicated in this Agreement:  
the use of the above data must always be mentioned in the following form:  
- **in written work "We thank the Autonomous Province of Bolzano/Bozen and Eurac Research for providing data collected within the Biodiversity Monitoring South Tyrol"**;  
- on posters or presentations, the **logo of the Biodiversity Monitoring South Tyrol (Annex 1)**.
- (e) the author of articles, projects, reports, or any other scientific output (as but not limited to "research papers", "opt-in papers", "data papers") based completely or partially/substantive on the data deriving from the project "Biodiversity Monitoring South Tyrol" is requested to insert one or more collaborators of the BMS into their list of co-authors: the specific terms are to be defined with the data provider. Furthermore, a digital and hard copy of the written work is to be sent to the data provider.
- (f) the Recipient should **inform the Provider**, where necessary, about problems arising with the integrity of the Data.
- (g) **access** to the Data is guaranteed only from the date indicated in art. 2 of this Agreement until the expiration of the validity of the access credentials as established in art. 2, or the event of official revocation of this authorization by the Provider.
- (h) the Provider can **revoke** the authorization relating to the use of the Data in the event of non-compliance with the terms of this Agreement according to art. 6.
- (i) the Recipient shall not prejudice the Provider by using the Data temporarily transferred inappropriately and/or for purposes other than those established by this Agreement, including commercial ones, without the prior written authorization from the Provider.

The Recipient agrees to use the Data in compliance with all applicable laws, rules and regulations, as well as all professional standards applicable to such research.

In particular, the following restrictions must be observed:

- ➔ Surveys on the study plots of the Biodiversity Monitoring South Tyrol must be coordinated in advance with BMS staff. No surveys or experiments may be carried out on the survey plots that could lead to impairment of the plots (e.g., destructive surveys, setting up permanent observation plots, etc.).

- ➔ Publication of the raw data is generally not permitted. If publication of the raw data is required for a scientific publication, the procedure must be discussed with the BMS.
- ➔ The publication of the following data must be coordinated with the BMS in advance: Announcement of the coordinates or the location of the areas, drawing of the areas on maps, announcement of the raw data, etc.

#### **Art. 4 Publications**

The Provider shall examine in advance any proposal for dissemination/disclosure of the Recipient compressed within the scope specified in this Agreement, by way of example but not limited to submission of the publication, proposal for publication, publication, presentation, dissemination; to verify compliance with the provisions contained therein as well as compliance with the rules on the protection of the right of the author to avoid any risk of violation that could cause damage to the Provider and his intellectual property rights.

The Recipient shall submit to the Provider the draft of the publication and/or presentation to be made at least thirty (30) days before the same is sent to third parties. Within fifteen (15) days from the receipt of the text the Provider may review proposed manuscripts and report in writing which information must be eliminated, to ensure that the Data is appropriately protected, or, request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information.

It is understood that, in the absence of any communication within the above-mentioned terms, the Recipient may proceed to send the draft of the publication or presentation to third parties.

#### **Art. 5 Intellectual property**

Eurac Research will remain owner of the intellectual property Rights of the Data as described in Art. 2. This Agreement does not implicate any transfer of patents, copyrights, brands or any other intellectual property Rights related to the Data described above, not even if the Data has been modified from the Recipient.

#### **Art. 6 Duration and Revocation of the authorization**

This Agreement shall become effective as of the date of the last signature by Parties and is concluded for a period of 10 (ten) years.

The Provider can request the return and/or cancellation of the Data at any time if:

- the Recipient violates one or more of the provisions contained in this Agreement, especially restrictions under Art. 3 i);
- the Recipient publishes and / or divulges the scientific publication without having submitted it to the due verifications provided for in art. 4 of this Agreement;
- the Recipient disseminates and divulges the work of the Provider without the necessary accreditations;
- the Recipient violates the national or European copyright provisions.

Either party may terminate this Agreement with thirty (30) days written notice to the other Party.

Upon expiration, early termination of this Agreement or in case of revocation, the Recipient shall ensure the return and consequently the cancellation from any device and archive of the Data and everything in its

possession owned by the Provider and shall stop the use and dissemination of the Data and everything in its possession owned by the Provider.

**Art. 7 Obligation to report on results**

The Provider has the right to request a written report from the Recipient regarding the carrying out of the research project and the methods of use of the Data. In the event of a request, this report will be subject to confidentiality to ensure the confidentiality of the information owned by the Recipient concerning the research project.

**Art. 8 Limitation of liability**

The Recipient relieves the Provider from any liability deriving from the illegitimate and/or unregulated use of the Data that the same may put in place outside the provisions of this Agreement.

The Provider declares that the data are not validated and that therefore the quality of the downloaded data is not guaranteed. The information granted with this contract are delivered without any warranty. Eurac Research decline any responsibility for the granted data as well as for the impossibility to access and/or use, in whole or in part, the Data. The Provider excludes any liability or guarantee for the completeness and correctness of the information, data or documents provided. Exceptions are cases of intent or gross negligence.

Furthermore, the Provider declares that the origins of the intellectual work or/and for which it was formulated do not conflict with previous or third party rights and said Data are the exclusive property of the Provider and for this reason, it has full ownership claiming any right of use relating to the reproduction and modification of the same subjecting the Recipient to adopt diligent and good faith conduct in the use of the Data subject of this Agreement.

**Art. 9 Data protection**

All personal data will be processed in compliance with the general data protection regulation (EU) 679/2016 (GDPR) and the national data protection law for the execution of this contract.

**Art. 10 Applicable Law and Jurisdiction**

The present Agreement shall be ruled by Italian Law. Any dispute in violation of the provisions on the authorization and use of the Data will be settled in the exclusive Court of Bolzano.

**Art. 11**

**Communications**

Any communication regarding the present agreement must be received at the following email address: biodiversity@eurac.edu.

**Art. 12 Final Provisions**

Neither party shall use the other party's name, trademarks or other logos in any advertising, announcement or press release without the prior written approval of an authorised representative of that party, except as otherwise agreed in this Agreement.

This Agreement does not involve any financial commitments or obligations for both Parties unless otherwise agreed in writing.

This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior written documents. Any changes or additions to this Agreement need to be in a written form in order to be valid. Oral remarks will not be held valid.

The Parties expressly declare that this Agreement constitutes a contract which is discussed, negotiated and evaluated in each of its individual clauses and which is freely and knowingly signed following full negotiation. The document is composed of number   5   pages, this included.

Signature of the legal representative of the Provider and the Recipient

Bolzano,

For the **Provider**  
Eurac Research

\_\_\_\_\_  
Dr. Stephan Ortner,  
Director

Place, Date \_\_\_\_\_

For the **Recipient**

\_\_\_\_\_

**Annex:**

- **Logo**