



IMIS Data Policy v.1.0

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Flanders Marine Institute (VLIZ)
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Contents

IMIS Data Policy v.1.0.....	1
1. Introduction.....	3
1.1. Privacy policy	3
1.2. Long-term perspective.....	3
1.3. Intellectual property	3
1.3.1. The Data provider.....	4
1.3.2. The Data manager, VLIZ	4
2. Usage; Terms and Conditions.....	5
2.1. IMIS and FAIR.....	5
2.1.1. Use of standard vocabularies	6
2.1.2. Mandatory vs. optional metadata fields	6
3. GDPR.....	6
3.1. Sensitive data.....	7
3.2. Licences for the metadata record	7
3.2.1. Availability to third parties	7
3.3. Licences for the associated data	7
3.4. Updates to IMIS records	8
3.4.1. Removal or updating	8
3.5. Assigning DOIs to records in IMIS.....	8
4. Security.....	8
4.1.1. Backups.....	8
4.1.2. Redundancy.....	9



1. Introduction

This document describes the policy principles for the metadata records held in the Integrated Marine Information System (IMIS), with respect to the information and data defined for the records, and the terms and conditions that apply to the use of the IMIS and its services. By accessing or using IMIS, the data provider and data user agrees to the terms and conditions set forth below.

In case of problems or questions, please contact data@vliz.be

IMIS has several modules: datasets, publications, persons, institutes, projects, and maps. Unless otherwise stated, this policy document refers to all of these modules.

1.1. Privacy policy

When creating an IMIS record, it is necessary to provide some personal information either as part of the record or to allow communication about the record between IMIS and the data provider. By providing any personal information as part of the metadata record or as part of the associated data, it is assumed that the data provider consents to this information becoming public and has obtained the necessary consent from all other persons mentioned.

We do not gather any personal information from users browsing the IMIS catalogues.

For more information about the VLIZ privacy policy, please visit <http://www.vliz.be/en/privacy>.

1.2. Long-term perspective

The development and maintenance of IMIS is an institutional activity. One of the key activities of the VLIZ Data Centre is to offer efficient tools and support for describing metadata files and to ensure their long-term existence. It is hence in the remit of the VLIZ Data Centre that any (meta)data stored in IMIS will exist for as long as IMIS, or any successor does. If VLIZ ceases to exist or terminates its (meta)data-archiving activities, VLIZ shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Data provider under similar conditions if possible. If VLIZ does not succeed in finding a similar organisation, VLIZ will organise a transfer of all files to each intellectual property right holder or the data provider.

1.3. Intellectual property

The following parties are involved in this Data Policy:

1. The organisation or person authorised to transfer and deposit the metadata, here referred to as the *Data provider*.



2. The organisation that is hereby authorised to manage the metadata here referred to as *the Data manager*.

The Data manager is:

Organisation: VLIZ- Data Centre Division

Postal address: InnovOcean Campus

Jacobsenstraat 1

Postal code: B-8400

Town/city: Ostend

Country: Belgium

E-mail: data@embrc.eu

1.3.1. The Data provider

1. The Data provider declares that they are the holder of rights to the metadata and any associated data files, or are the only holder of these rights, and/or are entitled to act in the present matter with the permission of other parties that hold rights.
2. The Data provider indemnifies the Data manager against all claims made by other parties against the Data manager with regard to the metadata and any data files, the transfer of these, and the form and/or content of these.
3. The Data provider declares that the metadata and any data files correspond to the specification provided.
4. The Data provider declares that the metadata and any data files contain no data or other elements that are contrary to Belgian law.
5. The Data provider declares that they will not
 1. Use IMIS in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of IMIS or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
 2. Attempt to gain unauthorised access to IMIS, any related website, other accounts, computer system, or networks connected to this service, through hacking, password mining, or any other means.
 3. Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Service, including harvesting or otherwise collecting information about others such as e-mail addresses.

1.3.2. The Data manager, VLIZ

1. The Data manager shall ensure, to the best of its ability and resources that the deposited metadata and any associated data is stored in a sustainable manner.
2. The Data manager has the right to modify the information in the metadata if this is necessary in order to facilitate digital sustainability in agreement with the data provider.
3. VLIZ holds the right to investigate the content, origin, or destination of the uploaded metadata and any data files when it is suspected that (part of) the communication is related to illegal or improper activities, or if the authorities give such an order, or in the frame of future research activities. In case

of illegal or improper content, VLIZ will immediately remove this information and deny the further use of IMIS to the responsible person. In case of future use, VLIZ will at all times contact the data provider to discuss specific conditions of use.

2. Usage; Terms and Conditions

The Integrated Marine Information System focuses on the Marine environment and the related areas (terrestrial, marshes, inter-tidal, dunes, air, fresh water,...). Metadata records accepted in IMIS should have a link with the marine landscape or with VLIZ-related projects.

IMIS is free to use: for browsing, downloading, and creating metadata records. Metadata records are created when the Data provider submits metadata values via a webform, email, or any other means. At this point, an (unwritten) Agreement between the Data manager and Data provider comes into existence.

1. The Agreement shall come into effect on the date on which the Data manager receives the (meta)data submitted by the User (hereafter the submit date) and shall remain valid for an indefinite period. It is possible to change any of the metadata at any time, with changes being appropriately tagged so that a change-record is filled.
2. IMIS will not delete metadata records even if the data to which they are linked are removed; if the Data provider so requests, records can be soft deleted.
3. Notwithstanding points 1 and 2, this Agreement shall end if and when the metadata record is removed from IMIS.
4. If the Data manager ceases to exist or terminates its data-archiving activities, the Data manager shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Data provider under similar conditions if possible. If not the Data Manager shall ensure a copy of all files and transfer them to the Data provider.
5. Following the death of the Data provider, or in the case VLIZ is unable to make contact with the Data provider or data contact, or in the event that the Data provider's organisation ceases to exist, for metadata records for which the data files are archived in the MDA and for which no licence has been provided, these data will be made Open Access.

The metadata records in IMIS are created from the information provided by Data providers. It is the responsibility of the Data providers to ensure the correctness of these metadata and their associated data files.

2.1. IMIS and FAIR

IMIS strives to meet the FAIR (<https://www.vliz.be/en/fair-open-data>) (Findable, Accessible, Interoperable, and Re-useable) principles for all (meta)data it holds, and we work with the Data providers and the wider community to meet these principles. For example, a set of mandatory metadata have been defined in order to create fully findable metadata records, and the use of controlled vocabularies is encouraged in order to improve the interoperability

of the metadata records. However, IMIS does not own any of the (meta)data it holds, rather these are owned by the Data providers that create the records in IMIS.

1. Metadata are provided by the Data provider, and it is the responsibility of the Data provider to ensure the accuracy of these metadata and the associated datasets. IMIS will carry out a limited quality control procedure on the information provided by the Data provider, but IMIS is not responsible for any inaccuracies within the metadata or associated datasets.
2. It is the responsibility of the Data provider to ensure that the record is kept up-to-date, including (but not limited to): the links in the record, the data licence, contact details, and related publications.
3. It is the responsibility of the Data provider to provide all the (at least) mandatory metadata values. However, the range of values that are mandatory will change with time. IMIS will strive to ensure that updates for existing records are made as accurately as possible: we will contact the Data provider for any new mandatory metadata values, however, if no response is received within a reasonable time (currently set at 6 months) then IMIS will take on the responsibility of adding the new metadata based on the information in the existent record.
4. To publish a dataset and receive a DOI, IMIS requires the actions mentioned on the publish page: <http://www.vliz.be/en/publish>

2.1.1. Use of standard vocabularies

Metadata records begin with the Data providers filling in a "data publish" form (<https://www.vliz.be/en/submit-form>), this information is then curated by the VLIZ Data Centre before being turned into an IMIS metadata record. On this form, a mix of free-text fields and pre-determined pick-lists (which use controlled vocabularies) are provided. IMIS incorporates those vocabularies that are in common use in the marine domain.

2.1.2. Mandatory vs. optional metadata fields

On the "data publish" form, some fields are mandatory (and are so-marked) and others are optional. Mandatory fields are required to fulfill the requirements of the metadata schemas we use, and the requirements of FAIR (<https://www.vliz.be/en/fair-open-data>). We will not accept submissions for which the mandatory fields are not filled in, although negotiation is possible for submissions for which any of those fields are impossible to fill.

3. GDPR

As specified in the VLIZ privacy policy (<http://www.vliz.be/en/privacy>), we respect the GDPR for all personal data we gather. Personal data – names, contact details, addresses, publications – are included in IMIS metadata records only when they are provided by the Data provider or Data provider consents to such information being added. It is the responsibility of the Data provider to also respect GDPR and to obtain consent from the persons involved for any personal data they provide. This applies both to the information provided to create the metadata record and to any information contained within datasets that are linked to the record.

3.1. Sensitive data

If any of the data or metadata being provided by the Data provider contain sensitive information (e.g., data subject to IPR, data on sensitive species, etc.), it is the responsibility of the Data provider to ensure that these sensitive data are addressed appropriately. Any information that is indicated by the Data provider as being sensitive, can be hidden, excluded, or otherwise constrained by IMIS.

3.2. Licences for the metadata record

IMIS is a catalogue of metadata records, and these (meta)data are stored in a secured database that is managed by VLIZ. Metadata records are constructed from the data in this database and are exposed to the public via the IMIS search interface on the IMIS webpages. These IMIS search pages can be provided as a module in Drupal or PHP, which we provide for projects associated with VLIZ so they can incorporate them directly on their websites.

The metadata record in IMIS is always open access; for the data itself, a licence should be chosen by the Data provider (see below).

3.2.1. Availability to third parties

1. The Data manager shall make the metadata delivered by the Data provider available to third parties.
2. If requested, the Data manager shall publish the data and make an effort to make the general information about the research and publications related to the data (freely) available.
3. The Data manager shall require third parties to whom the metadata record (or substantial parts thereof) and associated data is made available to, to include in the research results a clear reference to the metadata record from which data have been used. This reference is a citation that is included in the metadata record, or the DOI of the record if it has one.

3.3. Licences for the associated data

*VLIZ is an advocate of **free data exchange**. Data need to be made available as much as possible for scientific research both on a national and international level. VLIZ considers it its core task to facilitate the disclosure of data. Data whose primary source is VLIZ, such as data acquired during VLIZ monitoring operations within the scope of LifeWatch, are always made publicly available. Metadata that illustrates the existence of a data set is always disclosed publicly unless VLIZ has been explicitly requested not to do so.*

It is the responsibility of the Data provider to specify the licence they wish to apply to the datasets for which the IMIS metadata record is created. It is the responsibility of those using the data to follow the licence given to those data. In IMIS we offer a list of CC 4.0 licences and set additional access constraints.

3.4. Updates to IMIS records

The (meta)data that are held in IMIS are provided by Data providers. It is the responsibility of each Data provider to ensure the correctness of these metadata, and to inform VLIZ when the metadata values or the related datasets need to be updated, added to or changed.

3.4.1. Removal or updating

1. If sufficient weighty grounds exist, the Data provider has the right to request the Data manager not to make the metadata available for a temporary period. In such cases, the Data manager shall retain the metadata values in the IMIS database but shall no longer allow third parties to access the metadata or associated data files.
2. If sufficient weighty grounds exist, the Data manager has the right to remove the metadata and any associated data files from IMIS wholly or in part, or to restrict or prevent access on a temporary or permanent basis. The Data manager shall inform the Data provider in such cases.

3.5. Assigning DOIs to records in IMIS

Metadata records in IMIS can be given a DOI via our collaboration with DataCite. For more information, see <http://www.vliz.be/en/publish>.

Note the following conditions:

- A dataset formally published with a DOI will be stored by VLIZ and will remain publicly available indefinitely. The availability of the dataset may remain restricted for a pre-defined period. For example, if the DOI is requested for the submission of a paper in a peer-reviewed journal, the dataset can remain restricted until the publication of this paper. In this case, the dataset creator is responsible for informing IMIS of the publication's details.
- The data provider has the option to submit corrected or updated versions and have a new DOI assigned to them. A new version will however not replace any earlier version to which a DOI has been assigned.
- To create DOI for a metadata record in IMIS, it is expected that the associated data will be made open access. Any associated data files in the Marine Data Archive must be first placed in a public MDA folder. Moratorium periods (open access only after a certain length of time) can be discussed between the Data Manager and the Data Provider and can be accommodated via a specific licence.

4. Security

4.1.1. Backups

Every day a database backup is made and written to tape for short-term safeguarding (3 weeks). Tapes containing the backups taken during weekends are kept aside (6 weeks). Monthly backups are labeled and preserved at different locations. A yearly backup is put in a bank vault.



4.1.2. Redundancy

All VLIZ server networking is set up redundantly, this includes two firewalls with an internet connection each and automatic switching in case of failure. IMIS is hosted on a web (server) cluster of two machines and the database server is sync'ed across a cluster of two virtual machines..

Virtual machines are hosted on two separate Nutanix clusters consisting of five HCI machines (computer and storage combined). Whenever a physical machine fails the hosted virtual machines can be started on another host within each cluster.

