

Mid-Atlantic Acoustic Telemetry Observation System (MATOS) User Agreement

ACT Network MATOS User Agreement and Data Policy Version 1.1

This is the formal MATOS user agreement and data policy based on the FACT User Agreement Version 1.1, which was accepted by ACT users after an open comment period and was last updated: 8 March 2018. This will serve as the initial MATOS user agreement prior to a user workshop and open comment period planned for early-mid 2019. MATOS version 1.1 was last updated 10 May 2019. Contact Matt Ogburn (ogburnm@si.edu) or the MATOS Data Wrangler Kim Richie (richiek@si.edu) if you have questions or comments regarding this agreement.

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1. Background

The ACT Network is a grassroots collaboration of researchers and partners using telemetry to resolve the life history of aquatic animals. Conceived in 2006 as a means of sharing acoustic telemetry data to facilitate tracking coastal fish and other species along the Atlantic coast of North America, it has expanded rapidly in geographic scope, membership, and number of species studied. MATOS is the mid-Atlantic regional node of the US Animal Telemetry Network, providing support to ACT Network researchers in sharing and archiving acoustic telemetry data.

The strength of the ACT 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 ACT Network is fostering a community of researchers and furthering marine-related sciences.

2. Definitions and Acronyms

ACT Atlantic Cooperative Telemetry Network

ACT Node (MATOS) Data means the Unrestricted Data and the Restricted Data stored in the MATOS Database, but does not infer ownership.

MATOS Users means those individuals who have agreed to this MATOS User Agreement and Data Policy.

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

ATN Animal Telemetry Network of the United States

Data Manager means the person appointed by the MATOS steering group to manage MATOS Data.

Data Use Agreement means the agreement entered into between MATOS users and MARACOOS or other person which sets out the process through which MATOS Data may be accessed.

FACT Florida Atlantic Coast Telemetry Network

iTAG Integrated Tracking of Aquatic Animals in the Gulf of Mexico

MARACOOS Mid-Atlantic Regional Association Coastal Ocean Observing System

MATOS Mid-Atlantic Acoustic Telemetry Observation System

MATOS Database and ACT Node (MATOS) means the instruments and systems that store and make accessible the information lodged with the ACT Network in the mid-Atlantic region.

MATOS Portal means the website (matos.asascience.com) that enables users to access the Database.

MATOS Steering Group means a representative body comprised of MATOS users working to manage and advance the MATOS Database and MATOS Portal

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 Tagging and Array Collaborators have submitted to the MATOS Database on the condition that access to that data is restricted in accordance with Section 5 of this policy.

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

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

3. Data Collection

a) Tagging Collaborators must also participate in MATOS 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 MATOS as a Tagging Collaborator to use detection data in accordance with Section 7.

c) If a Tagging Collaborator is unable to deploy receivers, the Tagging Collaborator must contact Array Owners in the proposed study area (with assistance from the MATOS Data Manager if needed) and agree upon a mutually

d) beneficial arrangement. For example, Tagging Collaborators may devote time or personnel to help download receivers for the Array Collaborator.

e) Dual participation as a Tagging and Array Collaborator, or arrangements between Tagging and Array Collaborators, benefits the ACT Network by maximizing the value of investments in acoustic telemetry research and avoid potential conflicts that may arise in areas of shared interest.

4. Data Submission

a) Array and Tagging Collaborators are responsible for ensuring that data are uploaded in accordance with predefined MATOS standards and submitted in a timely fashion, but at least twice a year.

b) Array and Tagging Collaborators will upload their data to projects via the MATOS Portal (matos.asascience.com). Projects are initially private by default, and multiple privacy levels are available as detailed in Section 5.

c) Array and Tagging Collaborators will inform the Data Manager of any errors, inaccuracies or necessary updates with respect to data that have been uploaded to MATOS as soon as possible after becoming aware of such issues.

d) Array and Tagging Collaborators will provide project metadata via the MATOS Portal at the initiation of the project.

e) On retrieval and downloading of a receiver, Array Collaborators will provide operational metadata along with raw instrument files (e.g. .csv).

f) On deployment of a tag, Tagging Collaborators will provide tag metadata.

g) Oceanographic observation data are to be submitted to the MARACOOS portal. (Initial planning is currently underway to identify the appropriate mechanism for data submission – 22 February 2019).

5. Restricted Data Submission

a) Array and Tagging Collaborators are entitled to require access to the data which they upload to MATOS initially be restricted to only individuals who are approved by project principle investigators in their sole discretion (hereinafter referred to as Restricted Data).

MATOS Portal Member Types:

- i. Investigator – Principle investigator of MATOS project(s), Array Owners, Array Collaborators, Tag Owners, Tagging Collaborators. Investigators set up and maintain project page(s), set sharing permissions on data types, approve data sharing requests, and manage ring of users approved to download restricted data.
- ii. Researcher – Researchers interested in utilizing MATOS data for studies (e.g. grad student). Researchers may search and download publically available telemetry data and can request access to restricted data from Investigators.
- iii. Project Sharing Permission:
 - a. Project Detail: only able to edit project details
 - b. Data Submission: only able to submit data to project
 - c. Data Exports: able to submit/download restricted data

b) Tagging 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. Tagging Collaborators also have the option to make tag data publicly available in the MATOS Portal.

c) Tagging 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. Extension decisions will be made by majority vote of the MATOS Steering Group.

d) Array and Tagging Collaborators are entitled to specify partial or modified release of Restricted Data to become Unrestricted Data.

e) Data access within MATOS Portal: Determines which users have the ability to see tag detection/receiver metadata in the mapping/search tool. Ability to search tags within that project and download detection data associated with a tag, but not able to download all associated tag metadata within project.

- i. All Public: anyone (MATOS Portal account not needed)
- ii. Only Researchers: Visible to all MATOS Researchers
- iii. Only Investigators: Visible to all MATOS Investigators
- iv. Only Custom Users: Visible only to MATOS account holders specified by the Project Investigator

6. Access to ACT Node (MATOS) Data

The following are the processes for accessing MATOS data:

(A) Unrestricted access

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

(B) Restricted Data

a) Those who wish to access MATOS data other than what is provided via matos.asascience.com will be asked to become a MATOS user 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 MATOS 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 MATOS Portal prior to receiving a confidential username and password by which they can access the MATOS 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 MATOS user who submitted the Restricted Data, which consent shall be provided directly from the MATOS user to the Data Manager in a manner satisfactory to the ACT network. Once consent has been received from the MATOS user who submitted the Restricted Data, access shall be provided on the terms set by the granting MATOS user.

e) All persons accessing Restricted Data will include a pre-formed attribution to the ACT Network and MATOS in Acknowledgements in all publications and appropriate citations for all publications which use MATOS data. Publications with ACT/MATOS attributions shall be forwarded to the Data Manager.

7. Use of ACT Node (MATOS) Data

a) All individuals who access MATOS data shall provide attribution to MATOS, all Data Providers, and the ACT Network if MATOS 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 MATOS user which deployed the tag.

c) MATOS users must abstain from publishing any data on tags they did not deploy, unless the tag owner provides consent.

d) If MATOS user cannot state certain conclusions but for the detection data provided by another MATOS user, both parties must agree on a suitable level of attribution, including but not limited to, co-authorship and acknowledgement mentions.

e) MATOS users 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) MATOS user data may be used in informational material for the ACT (www.theactnetwork.com) or MATOS (matos.asascience.com) websites or social media accounts. Consent of the MATOS user is required for use of all information except:

i) Receiver location (for map making – map zoom is fixed at minimal zoom on the MATOS website to show only the general location),

ii) Number, types and species of animals tagged,

iii) Project information including description and a point of contact.

g) All individuals who access MATOS Data agree and acknowledge that neither the ACT Network, MATOS, nor the Data Provider is liable for any inaccuracies in MATOS data.

h) All users for MATOS Data are responsible for investigating and understanding the limitations of the MATOS data.

i) All registered users of MATOS Data are required to report all problems with respect to MATOS Data to the Data Manager.

8. Data Exchange Among Regional Data Nodes

a) Projects (including tag and receiver metadata) of MATOS users will be mirrored to Regional Data Nodes for the purposes of tag matching. Projects of non-MATOS members will be mirrored to MATOS for the purposes of tag matching.

b) Mirrored projects 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 MATOS user are matched to non-MATOS member tags, the detection data will be copied to the non-MATOS project in the appropriate Regional Data Node.

d) If detection data from a non-MATOS member are matched to MATOS user tags, the detection data will be copied to the appropriate project in MATOS.

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

9. Data Exchange Outside Regional Data Nodes

a) MATOS users may disperse their data to a researcher outside of MATOS: however, each MATOS user will also direct outside researchers seeking access to MATOS 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 FACT, iTAG, and Vemco.

10. References

The Ocean Tracking Network (OTN) Data Policy: <https://members.oceantrack.org/data/policies/otn-data-policy-2018.pdf>

The FACT Network Data Policy: <https://secoora.org/fact/resources/fact-user-agreement/>