 **Shorebird Science & Conservation Collective***Data Contributor and License Agreement*

This Data Sharing Agreement (version 2024) was drafted by staff at the Smithsonian Institution to support data sharing goals of the Shorebird Science & Conservation Collective (“the Collective”) as described below. This agreement benefited from review and feedback from many shorebird researchers.

The Collective makes a full copy of this agreement available in hard copy form to serve as an accessible template for open use by conservation initiatives with similar aims.

Link to online DSA webform whereby a data owner can share data with the Collective: <https://nationalzoo.si.edu/migratory-birds/shorebird-science-and-conservation-collective-data-sharing-agreement-form>

Questions? Please contact Autumn-Lynn Harrison at [HarrisonAL@si.edu](file:///C:/Users/dusta/Desktop/HarrisonAL@si.edu)

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## Background information and Detail of the Agreement

The Shorebird Science and Conservation Collective (hereafter, “Collective” or “Shorebird Collective”) is a partnership of scientists and practitioners working to translate the collective findings of shorebird scientists into effective on-the-ground conservation to help reverse the decline of shorebirds across the Western Hemisphere. We pledge to do this with transparency regarding how data are used to support conservation.

Founded in late-2020 with three years of funding provided by the Knobloch Family Foundation, the work of the Collective is accomplished through three Knobloch Shorebird Conservation Fellows (hereafter Knobloch Fellows) based at the [Smithsonian Migratory Bird Center](https://nationalzoo.si.edu/migratory-birds) that work with stakeholders across the Western Hemisphere. The Knobloch Fellows use available (i.e., from the literature or in the public domain) and contributed data to provide analytical and scientific support to multiple conservation and management stakeholders. An Advisory group composed of shorebird conservationists and researchers help guide the focus and priority projects of the Collective to ensure that the work of the Collective complements and supports existing efforts undertaken by individual scientists and organizations. A small amount of funding is also available to implement a limited number of projects on the ground.

For an introduction to the idea of the Collective and its planned work, a recorded webinar is available here: <https://bit.ly/3601F1D>

We invite you to join the Shorebird Collective as a Data Contributor and Science Partner. Our hope is that our plan for including your data will provide allowances for a range of data-sharing permissions depending upon contributor needs (see below).

**Ways your data may be used depending upon the permissions you set:**

**1. Data exploration:**

Prior to use of data in any conservation applications or outreach materials (see options below), the Collective will first explore the data to determine its suitability for specific applications. This would include work to determine the time frame of the data, the geographic location of the data, data quality, data gaps, preliminary analyses, etc. This may result in your data not being used. The Collective will, however, send all generated products to the Data Contributor (e.g., modeled datasets, processed geolocator datasets, etc.) upon request.

**2. Conservation applications and outreach products:**

We may compile, map, and or analyze the data you share to answer specific conservation questions. Maps, animations, and other visuals may be used in conservation workshops and/or for outreach products to illustrate conservation issues or concepts to stakeholders.

Three example conservation questions are below that were submitted by partners to the Collective:

* **Where should habitat conservation investments be made to benefit specific Canadian shorebird breeding populations?** Example products: Connectivity and site use maps that can be searched by species (and groups of species), sub-species, population, and geography and linked to population trends to help determine where conservation dollars should be spent.
* **The prairie potholes region is difficult to accurately survey for shorebirds. From tracking data could you tell us the places that are used and the times shorebirds visit so we can target our habitat conservation work and landowner training?** Example products: Reports and outreach products (PowerPoint, handouts) that can be delivered to managers during workshops and training programs; these products might include animations of tracking data (if contributors agree) as outreach tools to aid in landowner training; data on the timing and duration of use to support applications for sites to become part of the Western Hemisphere Reserve Network or other conservation programs.
* **I am considering placing some of my ranch holdings into a conservation easement. Can you use shorebird tracking and count data to identify the best places for me to set aside for shorebirds?** Example products: Planning exercises to identify lands in need of conservation that would most benefit shorebirds.

**3. Websites and social media channels for educational and outreach purposes:**

We may share conservation or outreach products on websites and social media channels for educational and outreach purposes, for example, on the Smithsonian Institution website, the Western Hemisphere Shorebird Group website, Shorebird Collective social media feeds, and other uses by request of Shorebird Collective partners.

**4. Reports to funders:**

The Collective will provide reports to funders that may include maps or images of outreach products.

**5. Scientific publications:**

Although not the primary focus of the Collective, we anticipate there may be opportunities for scientific publications, for example, methods papers, synthesis papers, or applied conservation papers.

**You can decide how to share your data:**

To participate in the Collective, a Data Contributor provides permission to the Collective to use the data for all exploratory uses (Use Category 1 above) without additional approval. The contributor will be provided with any products or analyses produced upon request.

For use category 2 above (Conservation Applications), you can specify one of two options:

1. The Collective may use the data for all uses without additional approval (“All uses are pre-approved”). The contributor will receive a notification of this use and will be provided with any products or analyses produced.
2. For each unique use, a Collective representative shall describe the intended use to the contributor and request specific permission for that use. The contributor will be provided with any products or analyses produced.

For use categories 3 and 4 above, you can specify one of three options:

1. The Collective may use the data for all uses without additional approval (“All uses are pre-approved”). The contributor will receive a notification of this use and will be provided with any products or analyses produced.
2. For each unique use, a Collective representative shall describe the intended use to the contributor and request specific permission for that use. The contributor will be provided with any products or analyses produced.
3. The data are not available for this category of use at this time. The contributor may specify an available date by which the data would be available (e.g., 3 years after data has been contributed).

For use category 5 above (scientific publications), you can specify one of two options. However, please note that data will never be used in a publication without permission, and we commit to early involvement of contributors in publication ideas. The two options are:

1. For any ideas for publications, the Data Contributor will be invited to participate early in the process. This may occur by email, or through a webinar with multiple potential authors. The Data Contributor can then decide whether they would like to participate as a co-author and have their data included.
2. The data are not available for this category of use at this time. The contributor may specify an available date by which the data would be available.

**Data Ownership**

Data contributed to the Shorebird Science and Conservation Collective remains the property of the data owner at all times and will not be shared with any third party without the previous agreement of the Data Contributor as noted below. If the Data

Contributor would like to discontinue working with the Collective in the future, they may notify the Collective in writing (by email or letter) to revoke any permissions previously granted. This will nullify any previously signed Data Sharing Agreements.

**Who will work with your data and how will it be protected?**

Data sharing agreements with Data Contributors will be managed by staff supporting the Collective at the Smithsonian Migratory Bird Center. To transfer tracking data, contributors will be encouraged to share their data via Movebank ([www.movebank.org](file:///C:/Users/dusta/Desktop/www.movebank.org)) and to add the Shorebird Collective as a collaborator under sharing permissions. If Data Contributors do not wish to store their data in Movebank, they may also transfer the raw tracking data and associated metadata to the staff supporting the Collective at the Smithsonian Migratory Bird Center. Staff who may work with your data for the purposes of the Collective include:

* Autumn-Lynn Harrison –Research Ecologist with the Smithsonian Migratory Bird Center
* Three Knobloch Shorebird Conservation Fellows

Data may also be shared with contractors, interns, students, or Collective collaborators solely for purposes of working on products designed for the Collective, all under the direction of the Smithsonian staff supporting the Collective and under the stipulations of this data sharing agreement. No contributed data will be shared outside of the stated uses of the Collective unless the Data Contributor expressly grants permission for the contributed data to be shared with other initiatives. For example, data will only be shared with the National Audubon Society’s Migratory Bird Initiative and the Smithsonian Institute’s Migratory Connectivity Project (to produce the “Atlas of Migratory Connectivity for the Birds of North America”) if copies of written agreements between the Data Contributor and these two other initiatives are provided.

**For how long am I providing permission for data use?**

The Collective is requesting permission to use the data indefinitely for the purposes describe above. No further use of the data will be permitted without your permission. Data contributors may choose to exit this agreement at any time and must notify a staff member of the Shorebird Collective by email.

**How will my contribution be acknowledged?**

Data Contributors will be acknowledged in all products that incorporate their data unless a contributor notifies the Collective that they wish not to be acknowledged. Data Contributors will be responsible for providing appropriate names, organizations, social media handles or other relevant citation materials for each dataset as needed. The Collective will maintain this information in our Data sharing permissions database.

In addition, the Collective will establish a “wall of conservation sharing” on its website that lists each project that has agreed to provide their data for the conservation of shorebirds. To help you measure the conservation impact of your scientific contributions, this website will also include a list of conservation projects that used the data. We think giving credit to Data Contributors for advancing shorebird conservation is critically important.

**What are my responsibilities as a Data Contributor and Science Partner?**   
Data Contributors should act in good faith as a science partner to assist the Collective’s staff in providing, understanding, analyzing, and applying their data so there is no misinterpretation of their data for conservation applications. Data Contributors shall inform the Collective of any issues with the timely submission of data, as well as updates on errors, inaccuracies or other problems with respect to their contributed data as soon as possible after becoming aware of such issues. Data Contributors are also obligated to provide regular updates on the best way for the Shorebird Collective to communicate with them (including updates to e-mail addresses or other preferred means of communication). The Data Contributor must notify the Collective if ownership of the data transfers hands so communication with the new leader can be established.

Data Contributors are expected to respond in a timely manner to all requests for data uses that are not pre-approved according to the level of sharing agreed to in the submitted agreement. If no requested uses are approved by the Data Contributor in the first year of the Collective’s work, the Data Contributor will be notified that they will no longer be considered a scientific partner in the Shorebird Collective, and we will no longer investigate uses of their data. Their names will also be removed from the “wall of conservation sharing” (see above).

In case of loss of contact with a data-owner (i.e., non-reply to e-mails from the Collective for more than 12 months), the Collective will manage the data request procedure on behalf of the data owner, consistent with any limitations originally stipulated by the Data Contributor.

**Will I be notified of any revisions to this data sharing agreement?**   
As the Collective is a new initiative, we anticipate there may be a need to revise this agreement. For changes that do not affect the data use (i.e., to clarify potential uses), the Data Contributor will be notified without further action needed. All signatories will be notified of any changes that affect data use and can choose to opt out of future uses upon this notification.

**May I use my own organization’s data sharing agreement?**

Yes. If your organization has a standard data use agreement, you may request that we sign it, provided it will allow use of the data for the purposes described above in the categories you select in the Collective’s Data Sharing Agreement. Additionally, if you select data use options in any category that require users to seek permission before use, you are free to stipulate your own conditions in order to approve a specific data request.

Data Sharing Agreement & License for UseA single form should be submitted for a given project (may include multiple species) by a designated lead contributor. Other individuals involved in this project should be listed below as “contributors of the dataset”. If you have multiple types of data that you wish to share differently, please fill out a separate form in each case. However, we encourage you to share as much data as possible and to keep the agreements as simple as possible.

Last name, First name: \*   
Your answer

Job Title, Organization: \*   
Your answer

E-mail address/Phone number: \*   
Your answer

State or Province, Country of Organization:   
Your answer

What is your preferred form of communication?

Email

Phone

Please provide a brief description of the dataset you are contributing (include information on species, location tags deployed, and question addressed). If your preferred data sharing permissions differ between species, then separate forms should be submitted for each species. \*

Your answer

What tracking technology was used to collect the data? (list all types separated by species if different; if your preferred data sharing permissions differ between technologies then separate forms should be submitted for each technology) \*

Your answer

**For the following data uses (see above), please select the level of sharing you would like us to apply:**

Data Exploration \*

**What do we mean by data exploration?** During data exploration, we generate maps, figures, and tables that summarize the number of tracked birds and the broad distribution of data contributed to the Shorebird Collective in a region (e.g., state/province, county, ecoregion). The maps do not show raw tracks or points and are summarized across datasets to maintain data privacy. We show these products to conservation practitioners to determine if more detailed examination of data to support a conservation project might be worthwhile. These maps, figures, and tables may also be incorporated into conservation reports, presentations, newsletters, and our website. You will always be acknowledged for this data contribution. For any data uses outside of the summary maps, figures, and tables, we follow terms specified in data use agreements and will reach out directly to obtain permission if required in the DSA.

By contributing data to the Shorebird Collective, I agree to allow my data to be explored for conservation applications as described above.

Conservation Applications and Outreach Products \*

I pre-approve all uses

Please notify me prior to each use

Web and Social media Sharing for sharing news of the Collective and for educational outreach \*

I pre-approve all uses

Please notify me prior to each use

Do not use for this purpose at this time

Funder Reports \*

I pre-approve all uses

Please notify me prior to each use

Do not use for this purpose at this time

Scientific publications \*

Please notify me early in the process when considering how my data might contribute to an idea for a scientific publication and to request permission for use.

Do not use for this purpose at this time

Connecting contributors with researchers

The Shorebird Collective has received requests from scientists (including graduate students) seeking relevant data for research projects. The research may have a conservation motivation fitting the priorities of the Shorebird Collective’s mission, but the requests also have a primary goal of publishing a peer-reviewed paper or contributing to a dissertation or thesis that would require additional involvement and permissions from data contributors to the Collective. The Shorebird Collective is currently prioritizing supporting requests that come directly from conservation and management communities working on-the-ground. We have been guided by our Advisory Group to act as a connector/data discovery service for research requests, rather than to facilitate permissions and data sharing. For these types of requests, please specify if you allow the Shorebird Collective to share your name and contact information with researchers. If you approve of sharing your contact information with the requesting scientist, the scientist will then reach out directly to you to propose the potential research collaboration.

Please select from one of the following:

☐ I agree that the Shorebird Collective may share my name and email address with requesting researchers.

☐ Please do not share my name or email with requesting researchers.

Please list any additional contributors (i.e., co-owners) of the dataset.

Your answer

I have checked with other contributors and all have given permission for data to be contributed and used as indicated in this agreement: \*

Yes

Not yet

How will you be sharing your data? If other, please describe below. \*

With Movebank (Our Movebank username is ShorebirdCollective)

Direct Send

Other:

If you will share your data with Movebank, please provide your username:

Your answer

If these data have been published, please provide full citation.

Your answer

If your data have not yet been published, how would you like the data to be cited? (e.g., Contributor name, Project name, and Organization)?

Your answer

**Additional conditions**  
Please describe any additional conditions that must be met for this data sharing agreement to be finalized. If the condition is outside the scope of this agreement, an amendment may be necessary.

Your answer

**Agreement**

By submitting this form, you grant a non-exclusive, royalty-free license to the Smithsonian Migratory Bird Center to use, in whole or part, your contributed data in connection with the Shorebird Science and Conservation Collective as indicated in the data use section above. By contributing data, Data Contributors and the Shorebird Collective team agree to adhere to the above terms of use.   
  
Please contact Autumn-Lynn Harrison ([HarrisonAL@si.edu](mailto:HarrisonAL@si.edu)) with questions.

**Please click to indicate your agreement \***

I have read and agree to the terms of the Shorebird Science and Conservation Collective data contributor and license agreement