

MEDIN Recommended Contract Clauses for Data Collection

Introduction

The Marine Environmental Data and Information Network (MEDIN) aims to promote best practice in data gathering to ensure that data are properly archived. To ensure that research and survey commissioning bodies (Clients) adopt this best practice and have a contractual basis for the data gathering programs they commission from Contractors (or Tenderers), MEDIN has developed a style of standard clauses that can be used in tender specifications, so forming a fundamental part of the contract from the start. This will ensure that data management best practice and its associated costs are addressed by Contractors (tenderers) at the tender compilation stage.

This document provides a recommended set of contract clauses, with some advice on implementation.

Requirement

Ideally, data collection contracts should ensure that the following issues are addressed:

- The application of, and documentation of, appropriate standards during data collection.
- The generation and provision of metadata in an agreed standard format.
- That provision is made for the secure long-term archival of the data.
- That ownership, Intellectual Property Rights, and terms and conditions for third party use of the data are clearly and unambiguously established and documented.

MEDIN recommends those commissioning marine data collection incorporate the clauses listed overleaf.

It is strongly recommended that the MEDIN core team be contacted in advance by the Client for assistance in identifying the appropriate data standards and Data Archive Centre contacts.

All MEDIN partners are requested to provide feedback to the MEDIN Core team on their experiences in using these data clauses, in particular any difficulties found in applying or enforcing them.

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Proposed Data Clause for use in Tender Specification:
MARINE DATA ACQUISITION

- 1 In all cases, standards applied to data collection and analysis as required in 2, 3 and 4 below shall be the highest that it is practical to attain and appropriate to the use to which they will be put.
- 2 Recognised standards must be applied by the Contractor (tenderer) and agreed by the Client to the process of data collection and processing. Please seek advice from MEDIN for help in identifying appropriate data guidelines (also see http://www.oceannet.org/marine_data_standards/medin_data_guide.html)
- 3 Metadata must be provided with each data set in the MEDIN Discovery Metadata Format
(see http://www.oceannet.org/marine_data_standards/medin_disc_stnd.html).
- 4 The long term archival of data sets must be ensured by depositing the data in an appropriate Data Archive Centre (with any reasonable costs incurred to be met by the Contractor (Tenderer)) working to the standards established by the Marine Environmental Data and Information Network.
(see http://www.oceannet.org/data_submission/).
- 5 Ownership and copyright, and terms for reuse of data shall be agreed with the Client, and clearly stated in the contract.
- 6 The final report prepared by the contractor (tenderer) must include details about how this best practice has been undertaken and confirm that data have been submitted to the appropriate data archive centre.

**Frequently asked questions about the Marine Data Acquisition clause.
COULD BE USED AS EXPLANATORY NOTES TO ACCOMPANY A TENDER
SPECIFICATION**

Four questions are usually asked about these clauses:

A) Why is this clause necessary?

Too many marine data have been lost in the past. There is a new initiative to ensure that appropriate marine data are submitted to data archive centres. This clause alerts potential contractors (tenderers), via the tender specification, to the best practice so that costs can be taken into account at the tender preparation stage. On acceptance of a tender, this then becomes a contractual commitment and a condition of payment. The tender documents could identify appropriate standards or sources of expertise to be referred to. MEDIN would be willing to supply advice and guidance.

B) How much work will be involved for the contractor (tenderer)?

The clause essentially enforces best practice, so additional effort should not be significant. Necessary effort from the contractor (tenderer) will usually involve: identifying suitable standards and /or engaging experts to assess standards; defining metadata and data standards and formats. The client will check that the metadata have been generated and are available; confirm that all data have been lodged in a Data Archive Centre. The contractor (tenderer) may be required to report on how they have adhered to these terms of the contract.

C) How will contractors (tenderers) know what to do?

By reference to appropriate standards and authorities. Guidance can be sought from MEDIN or appropriate agencies.

D) Does the clause apply to all marine data?

Yes.

FURTHER GUIDANCE FOR INDIVIDUAL CLAUSE CONDITIONS

Application and documentation of Standards

Evidence of application and documentation of agreed quality controls and other standards through the standard contract reporting mechanism will be a condition of payment.

Application and documentation of standards should represent normal “best practice”, and so should not result in any additional cost or effort for the contractor (tenderer).

Reference should be made to standards, protocols and recommended data formats documented by MEDIN¹ (other appropriate sources (e.g. UKDMOS²) or through reference to expertise as may reside within an appropriate agency or authority: SEPA, FRS, EA, CEFAS, JNCC, SNH, Natural England,...) if specific standards are not attached to this tender.

Generation and Publication of Metadata

Publication of verified metadata in the MEDIN Discovery Metadata format will be a condition of payment.

Generation of metadata is not onerous and should represent normal “best practice”. This therefore should not result in any additional cost or effort for the contractor (tenderer).

¹ http://www.oceannet.org/marine_data_standards/medin_disc_stnd.html

² <http://www.ukdmoss.org/>



MEDIN will progressively publish guidelines and tools to support the creation of metadata in its recommended format³. Contractors (tenderers) should consult with MEDIN DACs for advice on metadata content.

Metadata should be created and published for all data in all cases. The only potential, and rare, exception could be for reasons of security or possible commercial confidentiality. A specific case would have to be made.

Provision for long-term archival in a Data Archive Centre (DAC)

Proof that appropriate data have been lodged with a DAC will be a condition of payment.

This is likely to be the main source of additional cost and contractors (tenderers) should allow for this in their tender costs. The process for lodging the data would be agreed with the DAC in bi-lateral discussions.

All data should be lodged with a data archive centre unless the tender stipulates otherwise.

Ownership and copyright of data

This would be a legal agreement between the contractor, the contracting body and the Data Archive Centre where the data are finally lodged. These terms would be enforceable throughout the life of the data.

This should be a relatively simple statement of ownership and terms of further use. It should not involve significant cost unless legal opinion is required.

³ http://www.oceannet.org/marine_data_standards/medin_disc_stnd.html