

Data and Software Policy

Summary: *This data and software policy^{*} describes the policy of ISRIC - World Soil Information (hereinafter referred to as ISRIC) with respect to the management and citation of data, as well the access and use of software developed by ISRIC. It consists of the following sections: Preamble; Principles for Data Sharing; Data Repository; Specific Terms and Conditions, which includes a section for 1) Data Providers and 2) Data Users; Software Policy; Data Citation; and, Disclaimer. The document ends with a key to main definitions as used in this document; these terms are followed by an asterisk (*) the first time they are hereinafter mentioned.*

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This data and software policy governs the use by any user of the ISRIC website and web services^{*}; by using the ISRIC website and web services the user accepts the ISRIC data and software policy in full.

PREAMBLE

- ISRIC has a mission to serve the international community with information about the world's soil resources to help addressing major global issues.
- ISRIC is legally registered as the International Soil Reference and Information Centre.
- ISRIC is a regular member of the International Science Council (ISC, formerly ICSU) World Data System ([WDS](#)); in that capacity ISRIC is the '[WDC Soils](#)'.
- ISC's mission and objectives are supported by the WDS through "ensuring the long-term stewardship and provision of quality-assessed data^{*} and data services to the international science community and other stakeholders".
- ISRIC, recognising the benefits and importance of contributing to the growing international efforts of open data sharing, has adopted the same general data sharing principles as [ISC-WDS](#) and [GEO/GEOSS](#).

PRINCIPLES FOR DATA SHARING

- ISRIC aims for full and open exchange of primary data^{*}, metadata^{*} and derived data^{*} respecting relevant international and national policies and legislation with regard to intellectual property of the data and personal information.
- All data providers^{*} as well as all data users^{*} are required to respect national laws and policies and relevant international agreements.
- All metadata can be accessed by any data user.
- Some data may inherently have restrictions on accessibility to or use of the data based on the conditions specified in the metadata provided by the data providers.
- ISRIC encourages the provision and use of all shared data^{*} for research, education, and policy support, subject to proper citation (see Data Citation).
- All shared data will be made available on an "as soon as practical basis" and at minimum cost (COFUR^{*} principles).

DATA REPOSITORY

1. ISRIC's mission includes serving the international community as custodian or repository of global soil information.
2. ISRIC will store all data received from data providers in the ISRIC repository*.
3. ISRIC will provide data to data users in accordance with the access category* specified by the data provider.
4. ISRIC is responsible for the quality of storage, availability of the data, and data management* within the ISRIC repository
5. Where reasonably practical, ISRIC will use preferred international formats in order to assure that the data will remain readable and usable.
6. In principle, data will not be removed from the ISRIC repository even if it is later discovered to contain errors. It is always possible to deposit new, updated versions of data. However, ISRIC may remove data from the ISRIC repository when there are serious grounds for doing so (see point 7, this section).
7. ISRIC will maintain a complaint procedure via its "[Notice-and-Take-Down](#)" requests. ISRIC will use its best endeavours to promptly find appropriate solutions.

SPECIFIC TERMS AND CONDITIONS

1 - Data Providers

1. The data provider agrees to deposit data at ISRIC with sufficient information (metadata) for others to assess the source, scientific and scholarly quality of the data, and the access category*.
2. The access category indicates how the data provided to ISRIC may be used by ISRIC and accessed by third parties.
3. Preferably, the access category should be specified according to a [Creative Commons](#) licence. If a non-Creative Commons access category is specified, ISRIC, to the best of its knowledge, will convert this access category to the closest (i.e. most restrictive) corresponding Creative Commons licence.
4. If "restricted access" is specified by the data provider, ISRIC shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to ensure that such data are made available in accordance with this restricted access category.
5. In case of "restricted access" for point (soil profile) or covariate data, the data provider must specifically indicate if ISRIC may use the point or covariate data submitted to generate derivative predictions/visualisations* and that such derivative predictions/visualisations (e.g. SoilGrids) may be freely distributed by ISRIC under a [CC-BY 4.0](#) licence or a license having terms and conditions similar thereto.
6. The data provider represents, warrants and agrees that:
 1. Data provider bears the sole responsibility and liability for the content of the data provided to ISRIC.
 2. At the date of providing data to ISRIC, the data do not infringe on any intellectual property rights, including without limitation any copyright or patent right of third parties; data provider is not prohibited by the terms of any agreement to which it is a party from providing the data to ISRIC; data provider has not granted licenses, options, restrictions, liens, or rights to third parties that would restrict the provision of data to ISRIC; and data provider is not involved in any disputes, proceedings or claims that would restrict the provision of data to ISRIC.
 3. Data provider owns or controls the rights to the data under the applicable law or otherwise, and/or is entitled to act in the present matter with the permission of third parties that hold rights in the data provided to ISRIC.
 4. ISRIC is allowed to disclose the identity of a data provider to a third party* that is questioning the rightfulness of any data provided by a data provider.
 5. Data provider indemnifies and holds ISRIC, and all of its partners, employees and agents (together hereinafter the indemnitees), harmless to the maximum extent possible by law against all liabilities, demands, losses, costs and expenses (including, without limitation all attorney's fees) incurred by or imposed upon the indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any liability for death, personal injury, illness, economic loss, or property damage arising from ISRIC's use or other disposition of any data, provided by data provider, the transfer of the data provided by data provider, or the form, quality and/or content of the data provided by data provider.

6. ISRIC shall not be responsible or liable to any data provider for any direct or indirect, special, consequential, or punitive loss or similar damage, such as, but not limited to, loss of profit, loss of revenue or loss of contracts, unless such damage was caused by a wilful act or gross negligence on the part of ISRIC.
7. In case of conflicts and/or disputes with ISRIC, data provider will seek amiable settlement with ISRIC.

2 - Data Users

1. The ISRIC repository shall make data available to data users* in accordance with the access category specified by the data provider. In accordance with the ISRIC data policy, these access categories are defined according to a [Creative Commons](#) licence (see Data Providers, item 1.3).
2. Products generated by ISRIC are shared using ISRIC's own applicable access categories: [CC-BY-NC](#) and [CC-BY](#) for datasets, respectively [CC-BY 4.0](#) for derivative predictions/visualisations (e.g. SoilGrids) or a license having terms and conditions similar thereto.
3. Some additional product specific terms and conditions may apply, as will be indicated by ISRIC to Data Users, e.g. by a terms and conditions click-through screen, including terms and conditions consistent with ISRIC's Software Policy (see: below).
4. Data users do not obtain title to the intellectual property of the data distributed through ISRIC, nor any copyright or proprietary rights to its content.
5. Every effort has been made by ISRIC to ensure that the shared data and web-based facilities are free of errors. However, ISRIC cannot be held liable for any error or omission in the data or predictions/visualisations nor for special, consequential, or punitive loss or similar damage, such as, but not limited to, loss of profit, loss of revenue or loss of contracts, unless such damage was caused by a wilful act or gross negligence on the part of ISRIC.
6. Data users are requested to report directly any errors or deficiencies to ISRIC.
7. Data users declare to acknowledge and respect the conditions specified in the metadata, including the access categories as specified by the data provider.
8. Data users must incorporate in their products, web-services, scientific papers, and reports proper reference to the data provider and acknowledgements to the fact that the underlying data were acquired through ISRIC in accordance with the Data Citation section below.
9. Where data represent a substantial contribution to a scientific paper, acknowledgement may involve formal inclusion of the data provider(s) as co-author(s) in accordance with scientific standards and the applicable licence.
10. Data users are requested to share with ISRIC any derived data generated using data obtained from ISRIC or the ISRIC repository, on the basis of the "principle of reciprocity".

SOFTWARE POLICY

ISRIC shall release software developed by ISRIC in a manner that binds the users of ISRIC's software pursuant to a license, such as the [MIT](#) license and the GNU General Public License v3 ([GPL-3](#)) or a license having terms and conditions similar thereto. In addition, ISRIC shall bind users of its software, for example via a terms and conditions click-through screen, to terms and conditions consistent with the following:

1. Software developed by ISRIC shall be released on a limited warranty, "as is" basis and each release shall include specific limited warranty terms. The following wording in this respect may be included:

THIS SOFTWARE IS PROVIDED BY ISRIC – WORLD SOIL INFORMATION "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ISRIC – WORLD SOIL INFORMATION BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE OR PERFORMANCE OF THIS SOFTWARE.

2. Software developed by ISRIC shall be released with a request that its users credit ISRIC – World Soil Information when reference is made to ISRIC’s software by its users, specifying however that the name “ISRIC - World Soil Information” may not be used in any advertising without prior approval from ISRIC.
3. Software developed by ISRIC shall be released with a disclaimer that ISRIC is not obligated to provide user support, and that ISRIC is not obligated to provide any updates or “bug fixes”.

DATA CITATION

To acknowledge the scientists and/or organisations that have provided data or products, ISRIC requests that data users include a bibliographic citation to all materials supplied through ISRIC in output products, websites, and publications.

Please refer to the (dataset’s) documentation for suggested form of acknowledgement and citation for "Name et al. (2013)". This citation should at least include: contributing investigators/authors; year of publication; paper/product title; publisher; publisher’s location; where available on-line, the DOI resp. URL with access date should be provided. Appropriate *in-text wording* may be: "Name et al. (2013) through ISRIC - WDC Soils".

ISRIC requests that data users send ISRIC one reprint/PDF, respectively a bibliographic citation or URL, of any publication or product that uses data received from ISRIC. This may be done by:

- a) [e-mail](#) or
- b) Surface mail: ISRIC – World Soil Information, Droevendaalsesteeg 3 (Building 101), 6708 PB Wageningen, The Netherlands.

This information will help us to determine the type and level of use of the data ISRIC distributes and keep product-related references up to date.

DISCLAIMER

Data users are most welcome to use the shared data and ISRIC web services, but should be aware that the assessment of the accuracy and applicability thereof for a particular application is strictly a user responsibility.

ISRIC reserves the right to modify any information on the ISRIC webpages, including this data and software policy, and related web-services without notice.

Mapped materials do not imply the expression of any opinion whatsoever on the part of ISRIC concerning the legal status of any country, territory, city or area, or concerning the delimitation of frontiers or boundaries.

Hyperlinks to non-ISRIC internet webpages do not imply any official endorsement of or responsibility for the opinions, ideas, data or products presented at these locations, or guarantee the validity of the information provided. The sole purpose of links to non-ISRIC websites is to indicate further information available on related topics.

Key to definitions

Access category: Terms and conditions pursuant to which data are made available for deposition to the ISRIC repository. Such terms may include a [Creative Commons](#) license or similar; data access registers are managed using [WoSIS](#).

COFUR: Free of charge or no more than Cost of Fulfilling User Requests. ISRIC will supply information on any charges that apply before a request is met.

Creative Commons: Easy-to-use copyright licenses that provide a simple, standardized way to give the public permission to share and use your creative work — on conditions of your choice. [Creative Commons](#) licences let you easily change your copyright terms from the default of “all rights reserved” to “some rights reserved.”

Data: Qualitative or quantitative attributes of a variable or set of variables. Data include primary data, derived data and metadata. Primary data are typically the results of measurements or observations. Data may be compiled and organized in a database. Data may be represented in a wide variety of ways, and included within the term data, as

used herein, is any representation of data including, but not limited to, in the form of tables, images, graphs, or derivative predictions/visualizations.

Data management: Administrative process by which the required data is acquired, validated, stored, protected, and processed, and by which its accessibility, reliability, and timeliness is ensured to satisfy the needs of the data users. It includes maintenance of data access registers.

Data policy: Policy document describing the policies of ISRIC with respect to the management and citation of data it owns, controls or obtains access to.

Data provider: Those who produce data and/or are holder of the rights on the provided data and who are entitled to make these available to ISRIC for further processing and/or distribution, in accordance with the specified access category. Data providers need to agree with the conditions and specific terms for data providers and the data policy.

Dataset: Any organised collection of data (also called database).

Data user: Those who access and process data distributed by ISRIC, in accordance with the access category specified by the data provider, and who are registered and/or have agreed to the specific terms and conditions for data users and the data policy.

Derived data: Data derived from other data using a mathematical, logical, or other type of transformation, e.g. arithmetic formula, composition, or aggregation.

Derivative predictions/visualizations: Newly generated products, information, data or visualizations derived from point data or covariate data, which once generated cannot be used to recreate or reverse-engineer the original point data or covariate data.

ISRIC repository: The collection of soil specimens, data, documents and information that ISRIC safeguards, manages, analyses, and disseminates for the benefit of the international community. Digital data in the repository may be accessed via the ISRIC website; analogue materials may be consulted at the ISRIC premises in Wageningen (see <http://www.isric.org/content/world-data-centre-soils>).

ISRIC website and web services: The website and web services hosted and controlled by ISRIC, including, but not limited to, those at www.isric.org.

Metadata: Data that defines and describes other data; included in metadata are the terms and conditions for use of the data, and terms and conditions to ensure that all data can be properly attributed and cited; should also specify the recommended use* of the data.

Primary data: Data observed or collected directly from first-hand experience.

Recommended use: The recommended use of data refers to text that is intended to provide users with explicit information on the appropriate use of the data within the limitations imposed by the definition of main concepts, scope and coverage, collection methodology, etc.

Shared data: Data made accessible to data users. Data sharing can take many forms, from sharing metadata to sharing derived data, to sharing primary data. Sharing metadata exposes the availability of data and is a key first principle in sharing any type of data.

Third party: Those who are neither ISRIC nor data providers.