MAPPING APPLICATION FOR PENGUIN POPULATIONS AND PROJECTED DYNAMICS

Terms of Use

Version 1.0 Submitted March 29, 2016 by G Humphries

The Mapping Application for Penguin Populations and Projected Dynamics is an open access decision support tool designed to aid in the dissemination of penguin population data for the Antarctic continent. Potential users must agree and adhere to the terms of Use prior to accessing data.

Definitions

- i. MAPPPD: The acronym for the Mapping Application for Penguin Populations and Projected Dynamics. This refers to the website: www.penguinmap.com and any subdomain or URL associated with that site (e.g., www.penguinmap.com/mapppd)
- ii. Terms of Use: This document
- iii. Database: The instruments and system from which the MAPPPD website draws its data
- iv. Database managers: The individuals who manage and own the Database and MAPPPD, who are in charge of decision making with respect to MAPPPD.
- v. Data owner(s): The legal owner(s) of the data provided (This could be an organization or individual)
- vi. Data requestor: The individual or organization requesting data from the database

Access to and use of the Mapping Application for Penguin Populations and Projected Dynamics (hereafter referred to as MAPPPD) is subject to the following terms:

- 1. By accessing MAPPPD (www.penguinmap.com and any subdomain or URL associated with it) you agree to the terms and conditions of use as described in the Terms of Use. If you do not agree to the terms, do not access MAPPPD.
- The Database managers reserve the right to change these terms by way of a post to the website
 on either the home page (www.penguinmap.com) or the news page
 (www.penguinmap.com/news). Your continued use of the website indicates that you are legally
 bound to adhere to any changes in the Terms of Use.
- 3. It is strictly forbidden to copy material or data from MAPPPD or the Database for commercial use. The material on the website are copyright Stony Brook University unless otherwise stated.
- 4. You are permitted to view and copy any material from MAPPPD to your personal hard disk for scientific study or personal use. You also agree to not alter, adapt or create any derivative work using data from MAPPPD or the Database.
- 5. Use of data from the Database or MAPPPD are permitted pending proper acknowledgement is given to the data owner(s) and to MAPPPD through citation of the MAPPPD white paper and the study(ies) associated with the data.
- 6. The Database Managers and Stony Brook University will not be held liable for any damages (including indirect or consequential) associated with use of the Database or MAPPPD. This includes any damages from use or loss of use, loss of data or profits, arising from the use of MAPPPD or the Database.
- 7. The Database managers do not guarantee uninterrupted service on MAPPPD or the Database. Furthermore, we do not guarantee error-free tools and services, although we will continually strive to improve on any such errors.

- 8. The Database managers cannot be held liable for slow loading times from the database or the website as these may arise from slow internet connections or computers on the user side.

 Although, MAPPPD aims to optimize code as well as possible to ensure fast loading times where possible.
- 9. Geographic names in the database are representative only of those associated with the Antarctic Site Guide and do not imply any expression of opinion by the database managers.
- 10. The Database managers reserve the right to change the data in the Database at any time due to corrections or amendments from Data owners. The Database managers endeavor to ensure accurate and up-to-date information in the Database at all times, but this is not guaranteed.

Data terms and conditions

- 11. Any data submitted to MAPPPD or the Database remain the property of the data owner unless otherwise stated, or ownership has been transferred. Data in MAPPPD or the Database are managed by the Database managers and protected by the conditions in the Terms of Use.
- 12. It is the responsibility of the data owner to provide contact details and citations for any data submitted to the database. It is also the responsibility of the data owner to ensure data are accurate and up to date, and in the correct format for MAPPPD when submitting the data sheet. Data owners shall inform the Database managers of any updates or changes to the data if they occur.
- All data submitted to MAPPPD and the Database will be displayed at <u>www.penguinmap.com/mapppd</u> on a map of the Antarctic continent in the geographic coordinate system EPSG:3031
- 14. Any metadata submitted by data owners can be shared with other similar web portals to facilitate usefulness of these databases.
- 15. Data requestors may request data from the Database through the procedures described in MAPPPD.
- 16. The data owner controls the rights to determine how data requestors may or may not use data from MAPPPD and the Database
- 17. Data can be requested in several formats dependent on the requests of the data owners
- 18. Data owners may stipulate conditions to data access of their data on MAPPPD including coauthorship, acknowledgement or right to comment before publication.
- 19. Once data are accessed and downloaded, the data requestor must adhere to the following:
 - a. All conditions as set by the data owners must be met including, but not limited to: co-authorship, right to comment before publication or acknowledgement.
 - b. All citations are provided with data requested and must be used in any publication, report or likewise when data from MAPPPD or Database are employed.
 - c. Any data from MAPPPD or the Database cannot be used for financial gain unless otherwise stipulated by the data owners and Database managers.
 - d. Use of these data does not constitute endorsement by Stony Brook University, or the Database managers.
 - e. The Database managers reserve the right to comment on any material produced using data from MAPPPD or the Database.