Vital Signs (VS) Data Use Policy

The Vital Signs ("VS") Data Use Policy ("Terms and Conditions") outline VS standards for data sharing, access, authorship, citation, and restrictions of VS data, and apply to all users of VS data.

Vital Signs, an integrated global monitoring system for agriculture, ecosystem services and human well-being, has been developed by Conservation International in collaboration with the Earth Institute, Columbia University and the Council for Scientific and Industrial Research in South Africa. VS provides quantitative measurements, metrics, and decision-support indicators and tools to help ensure that agricultural development does not degrade natural systems and the services they provide. VS fills a critical unmet need for integrative, holistic measurements of agriculture, ecosystem services and human well-being and will create a "gold standard" environmental monitoring system – a **global public good**.

VS aims to achieve the following goals:

1) Create a global public good – a freely accessible and transparent information resource;
2) Minimize unintended consequences of agriculture for nature by providing key data and analytical tools for evaluating trade-offs and synergies and informing decisions;
3) Establish reference levels and a tracking system for land cover, carbon stocks, water availability and use, biodiversity, and other ecosystem services in areas targeted for agricultural intensification;
4) Build local and national capacity for environmental monitoring among scientists, civil society, government leaders and the private sector, particularly in Africa, Asia and Latin America; and
5) Create resilient ecosystems and sustainable livelihoods for smallholder farmers.

Thus, VS is committed to making VS data globally accessible.

VS Data Access Requirements

Access to all VS data is subject to requirements set forth by these Terms and Conditions to enable data providers to track usage, evaluate its impact in the community, and confirm users' acceptance of the Terms and Conditions. The following information is required directly or by proxy prior to the transference of any Data Set:

Registration:
1. Name
2. Affiliation
3. Email Address
4. Full Contact Information
5. Acceptance of the below Terms and Conditions
6. A Statement of Intended Use that is compliant with the Approved use defined below. Such statements may be submitted explicitly or made implicitly via the data access portal interface.

IMPORTANT: PLEASE READ CAREFULLY. Use of the Data Set (defined below) is subject to the Terms and Conditions set forth herein. By downloading, copying, or otherwise using a VS Data Set, the Data User (defined below) agrees to be bound by these Terms and Conditions and enters into a legally binding Agreement with the Data Set Creator ("Agreement"). By refusing to agree to the Terms and Conditions provided herein, the Data User is not authorized to use the Data Set.

A. Definitions

"Data Set" - digital data and its metadata provided through the data access portal interface, or through other media, including data and metadata derived from VS monitoring protocols, field observations, collections, laboratory analysis, camera trap images, all written, recorded, graphic, audio, visual, and other materials in any media, whether or not subject to copyright protection, or the post-processing of existing data and identified by a unique identifier issued by VS.

"**Third Party Data Set" -** digital data and its metadata provided through the data access portal interface, or through other media, **not** derived from VS monitoring protocols, but provided by third party Data Set Creators.

"Data Set Identifier" - a unique identifier created by the Data Set Creator to be included with a Data Set for the purpose of tracking and ongoing identification.

"Data User" - individual to whom access to this Data Set may be granted, subject to acceptance of these Terms and Conditions by such individual.

"Data Set Creator" - individual or institution that produced the Data Set.

"Data Set Contact" - party designated in the accompanying metadata of the Data Set as the primary contact for the Data Set.

B. Conditions of Use

1) *License.* The Data Set Creator hereby grants to the Data User a non-exclusive, royalty-free license to copy, use, and create derivative works from this Data Set, subject to these Terms and Conditions, and is assignable or sub-licensable only in accordance with the terms set forth herein, including Section B.3) below.

2) *Approved use.* Data Sets and any work or product derived from a Data Set may be used by anyone for uses that further the charitable goals of VS as described above. The Data User is permitted to produce and distribute derived works from this Data Set provided that those derivatives are released under the same license terms as those accompanying this Data Set or another compatible license authorized by VS.

3) *Redistribution.* The Data Set is provided for use by the Data User. The metadata and this license must accompany all copies made and be available to all users of this Data Set. The Data User will not redistribute the original Data Set for purposes other than those permitted under Section B.2).

4) *Attribution.* The Data Set has been licensed in the spirit of open scientific collaboration. The Data User agrees to offer clear and prominent attribution to the Data Set Creator and to Vital Signs in any derivatives using VS data. VS Data Sets are made immediately available as soon as possible after field collection; however, taxonomic identification and other quality control processes may require several months to complete. Therefore, VS Data Set may undergo periodic revision and it is necessary to track Data Set versions in any derived products. Thus, the Data User agrees to properly cite the Data Set, including the Data Set Identifier, in any publications or in the metadata of any derived data products that are produced using the Data Set. Citation shall take the following general form: *Creator, Year of Data Publication, Title of Data Set, Data Set Identifier*. The Data User agrees to include the following acknowledgment in any publications where the Data Set contributed significantly to its content: "All data in this publication were provided by Vital Signs, an integrated monitoring system for ecosystem services in agricultural landscapes".

5) *Notification.* The Data User will register the citations to all publications and derivative works based on or derived from the Data Set at www.vitalsigns.org or, if the registry is not available, by sending an email message containing the complete citation to info@vitalsigns.org. In addition, the Data User will notify the Data Set Contact when any derivative work or publication based on or derived from the Data Set is distributed. The Data User will provide VS and the Data Set Contact with two reprints of any publications resulting from use of the Data Set and will provide copies, or on-line access to, any derived digital products.

6) *Limitation*. The non-exclusive license provided herein is limited solely to the information and data included within the applicable Data Set and shall not extend to any Third Party Data Sets, software, source code, object code or other technology or works of authorship not expressly identified herein as part of the applicable Data Set. All software and Third Party Data Sets downloaded from VS website shall be subject to separate licensing terms that are disclosed with such software and Third Party Data Sets.

7) *Termination*. By accepting this Data Set, the Data User agrees to abide by these Terms and conditions. Upon the Data User's breach of, or non-compliance with, any of these Terms and Conditions, the License automatically terminates with immediate effect and without notice. The Data User may be held responsible for any misuse that is caused or encouraged by the Data User's failure to abide by the terms of this Agreement.

C. Disclaimer

THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF ANY DATA SET, IN WHOLE OR IN PART, IS NOT GUARANTEED. ALL DATA SETS ARE MADE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DATA USER HOLDS ALL PARTIES INVOLVED IN THE PRODUCTION OR DISTRIBUTION OF THE DATA SET HARMLESS FROM DAMAGES RESULTING FROM ITS USE OR INTERPRETATION INCLUDING ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES OR LOST PROFITS.

D. Acknowledgement

DATA USER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. DATA USER FURTHER AGREES THAT THIS AGREEMENT SUPERSEDES ANY PREVIOUS LICENSE, AGREEMENT, OR PROPOSAL, WHETHER WRITTEN OR ORAL, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

E. Miscellaneous

1) Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

2) *Waiver*. The Data Set Creator may specifically and expressly waive any breach of this Agreement by Data User, but no such waiver shall constitute a continuing waiver of similar or other breaches. The Data Set Creator's consent or approval of any act by Data User shall not be deemed to render unnecessary the consent to or approval of any subsequent act by Data User.