

# Agreement on LWF Data

between the Long-term Forest Ecosystem Research Programme LWF of WSL, represented by the persons responsible for the surveys listed in Table 1, and the data users listed in Table 3, concerning the use and dissemination (Table 2) of the LWF data specified in Table 1 under the conditions set out in Table 4.

**Table 1: LWF data and persons responsible for the surveys**

LWF survey	Period / Aggregation/ Sites	Persons responsible (mandatory co-authors underlined) First name/Family Name, Date, Signature

**Table 2: Data use and dissemination**

Project title		
Duration	Beginning:	End:
Objectives (Description)		
Methods (Description)		
Publications/Products		
Working title		
Authors (mandatory authors underlined)		
Journal <i>e.g. Nature</i>		
Milestones <i>e.g. Draft, 1.8.2012</i>		
Service in return <i>e.g. validated data, model parameters</i> Data storage:		

**Table 3: Users (all persons who will have access to the data)**

Institute, First Name/Family Name	Email/Tel.	City/Date, Signature (at least 1 per Institute)

**Table 4: Conditions****Background (legal basis)**

1. This agreement is based on the data access policy of the Long-term Forest Ecosystem Research Programme (LWF) and the Swiss regulations on intellectual property (SR 231.1).

**Data (subject matter)**

2. This agreement applies to the LWF data listed in Table 1 and disseminated within the framework of the project defined in Table 2.

**Extent of the rights of data use**

3. The users (institutions and persons listed in Table 3) use the data solely for the purpose stated in Table 2, applying only the methods described therein. In the case of an intended change or extension of the above-listed purpose or methods, a new contract is required.
4. Without the written permission of LWF and the persons responsible listed in Table 1 it is strictly prohibited to provide the LWF data or attributes derived therefrom to any third parties. Data access must be restricted to the persons listed in Table 3 and managed in such a way as to best prevent illegal data access.
5. The right to use the data is restricted in time (subject to Point 7 of these Conditions) to a period of up to 6 months after the project end date given in Table 2. Once the data use rights have expired, all the LWF data and data derived therefrom must be deleted except those data which form an integral part of publications.
6. All data rights remain with WSL, represented by the persons responsible for the surveys listed in Table 1 or by the known data owners.
7. In the case of data use which is in violation of this contract or improper, WSL may, with immediate effect, withdraw the rights to use the data. In such circumstances the users undertake to delete without delay the data received from WSL and any data derived therefrom.

**Publications and citation**

8. The data must be correctly cited in any publications and products resulting from the project listed in Table 2. Please consider the following citation:

„Evaluations were based on data from the Swiss Long-term Forest Ecosystem Research programme LWF ([www.lwf.ch](http://www.lwf.ch)), which is part of the UNECE Co-operative Programme on Assessment and Monitoring of Air Pollution Effects on Forests ICP Forests ([www.icp-forests.net](http://www.icp-forests.net)). We are in particular grateful to X who provided the Z data.“

Possible reference: Schaub M, Dobbertin M, Kräuchi N, Kaennel Dobbertin M (2011) Preface-long-term ecosystem research: understanding the present to shape the future. *Environ. Monit. Assess.* 174, 1-2.

For the German and French version, see

[http://www.wsl.ch/info/organisation/fpo/lwf/results/data/access\\_DE](http://www.wsl.ch/info/organisation/fpo/lwf/results/data/access_DE) and  
[http://www.wsl.ch/info/organisation/fpo/lwf/results/data/access\\_FR](http://www.wsl.ch/info/organisation/fpo/lwf/results/data/access_FR)

9. Publications and products resulting from the project (Table 2) are to be developed in collaboration with those persons listed as authors in Table 1.  
Such collaboration usually entails making contact (i) after the specification of the methodology, (ii) for data validation, (iii) with the initial results and a draft, and (iv) with the final version of the manuscript. Persons whose names are underlined in Tables 1 or 2 are mandatory co-authors who must be listed on publications and products.
10. If a mandatory co-author is not in agreement with the final manuscript, he or she can either (i) withdraw his or her authorship or (ii) veto the publication of the manuscript. In the latter case, the WSL directorate can be called upon to conciliate. The parties to the contract undertake to withdraw the manuscript if mutual agreement cannot be reached.
11. On conclusion of the project, sample copies of all publications and products (e.g. PDF) are to be sent to LWF. Copyright fees are to be borne by the users, unless otherwise agreed.

**Validated and derived data**

12. If the delivered data are validated within the framework of the project (Table 2), this must be documented. The validation documentation as well as the validated data must normally be made



available to LWF for storage on its file servers. On the basis of a reasoned request this information can be temporarily blocked from further use.

13. Point 12 also applies to derived data and to model parameterisations based on the data.

#### **Liability**

14. The data are based on current scientific knowledge. However, no liability can be assumed for completeness, usability or freedom from error with respect to the data delivered.

#### **Final provision**

15. Amendments or additions to this contract must be made in writing (including the non-application of the requirement of the written form) and with the signatures of all parties to the contract. Should any of the institutes which are party to this contract be restructured, this agreement shall be valid for the new organisational units of the persons involved.