



## FORGENIUS

**Improving access to FORest GENetic resources  
Information and services for end-Users**

### ***Deliverable D5.3***

## **Terms of reference for data sharing and use in EUFGIS**

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**Workpackage leader:** GIS

**Deliverable leader:** EFI

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<b>PU</b> Public	<b>PU</b>
<b>CI</b> Classified, as referred to Commission Decision 2001/844/EC	
<b>CO</b> Confidential, only for members of the consortium (including the Commission Services)	

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## 1 Background

The European Information System on Forest Genetic Resources (EUFGIS)<sup>1</sup> is the only transnational information system on forest genetic resources (FGR) in Europe. It currently contains information on more than 3500 Genetic Conservation Units (GCUs) of 111 tree species from 35 European countries.

EUFGIS is maintained by 36 National Focal Points (data providers) representing their respective European countries. Since establishing EUFGIS in 2010, European countries have started to comply with the “pan-European minimum requirements for dynamic genetic conservation units of forest trees”<sup>2</sup>. These minimum requirements are based on the concept of dynamic conservation of genetic diversity, which emphasises the maintenance of evolutionary processes within tree populations to safeguard their potential for continuous adaptation.

To date, data have been transferred from the National Focal Points to EUFGIS, maintained and managed by EUFORGEN (European Forest Genetic Resources Programme), hosted at the European Forest Institute (EFI) without any formal agreement regulating such transfers and allowing EFI to freely share the data. To address this gap in regulation, EFI has been limiting the general public’s access to this data.

In order to provide a comprehensive service, allowing long-term access to all data (unless limited by privacy restrictions), EFI has developed the “Terms of reference for data sharing and use in EUFGIS”, in the framework of the FORGENIUS project, presented here as the “Data Sharing Agreement (DSA)”. The DSA concerns the transfer of data to EUFGIS and the management and use of these data once transferred.

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<sup>1</sup> <http://portal.eufgis.org>

<sup>2</sup> [http://portal.eufgis.org/fileadmin/templates/eufgis.org/documents/EUFGIS\\_Minimum\\_requirements.pdf](http://portal.eufgis.org/fileadmin/templates/eufgis.org/documents/EUFGIS_Minimum_requirements.pdf)

## **2 Work process**

The DSA was negotiated between the EUFORGEN Steering Committee (SC) composed of National Coordinators and EFI. The National Coordinators were nominated by the Ministries responsible for forests in the respective countries and have the mandate to represent the countries in any matter related to forest genetic resources.

After submission of the first draft of the DSA to National Coordinators in November 2021, the draft was formally presented and discussed in December 2021, during the 16<sup>th</sup> Steering Committee of the EUFORGEN programme. The draft was then used for national-level consultations, and to define the appropriate signatory for the DSA. Countries provided feedback by January 2022.

The second draft was prepared in March 2022. This draft integrated all comments and feedback received from the National Coordinators.

An additional two consecutive drafts were developed and discussed at two more EUFORGEN Steering Committee meetings in June 2022 and November 2022, the last one presented in this deliverable. Each of the successive drafts incorporated the input received.

Originally, only two iterations were foreseen, but it was important to ensure that the document would take into account the contributions, perspectives and needs of all countries, which were revealed only through the consultative process.

## **3 Result**

The final version of the DSA was submitted to countries for signature in December 2022.

## **4 Partners involved in the work**

EFI, GIS, Luke, INRAE

## 5 Annex: Data Sharing Agreement

### DATA SHARING AGREEMENT

BETWEEN

**European Forest Institute, Yliopistokatu 6B, 80100 Joensuu, Finland (“EFI”)**

AND

**[Counterparty], [Address] (“Data Sharing Party”)**

together hereafter referred to as “Parties”, and individually as “Party”

#### WHEREAS:

- I. The European Information System on Forest Genetic Resources (EUFGIS) consists of a Web-based information system to make available data on forest genetic resources in European countries;
- II. Data available in EUFGIS is provided as contribution to the implementation of the Strasbourg Resolution S2 (1990), the Madrid Resolution M2 (2015), and the Bratislava Declaration (2021) of the Forests Europe Process and other international commitments;
- III. EUFGIS has two interfaces: an intranet with access limited to the providers of data and a public user interface;
- IV. EUFGIS is managed and maintained by EFI within the frame of the EUFORGEN programme; and
- V. This Agreement concerns the transfer of data to EUFGIS and the management and use of that data once transferred;

#### THE PARTIES NOW AGREE:

##### Section I. Data and sharing of data

1. Data Sharing Party will transfer data to EUFGIS from time to time as it sees fit, when updates are available.

Data Sharing Party may transfer data itself or ensure transfer of the data by an implementing agency. In case of transfer by an implementing agency, Data Sharing Party will inform EFI in writing of the identity of the implementing agency. Implementing agency can be changed by notification to EFI in writing.

Data will be uploaded directly to EUFGIS, and not transferred to EFI otherwise.

Any data transferred to EUFGIS by Data Sharing Party prior to the entry into force of this Agreement will also be covered by this Agreement.

2. Any data made available by Data Sharing Party in EUFGIS should adhere to the Pan-European minimum requirements for dynamic genetic conservation units of forest trees decided by the EUFORGEN Steering Committee.

The EUFORGEN Steering Committee may also otherwise decide on requirements in relation to data in EUFGIS.

3. Data Sharing Party will appoint one or more National Focal Points (“NFP”). Notification of the appointment of a NFP will be done in writing to EFI.

NFP is authorised by Data Sharing Party to transfer data on behalf of Data Sharing Party to EUFGIS, as well as to manage (including deleting) data made available by Data Sharing Party in EUFGIS, as further stated in section II.

NFP can only manage the data provided by the respective Data Sharing Party.

EFI will provide access for NFP to EUFGIS, subject to general conditions for use set by EFI. Access will be provided by EFI issuing NFP with a user name. NFP will choose password, that is to be kept safe and strictly confidential.

EFI may remove NFP access if NFP is changed or in case of abuse by NFP, such as interfering with EUFGIS as to damage, impair, overburden or disable the system, or interfere with any other person's use of EUFGIS. EFI will at its own discretion decide if abuse has taken place, and will strive to consult NFP before access is removed.

4. Data Sharing Party will ensure that it has the right to transfer the data to EUFGIS to be used for the purposes stated in this agreement.

EFI will not claim ownership rights to the data.

## **Section II. Management and use of data**

5. The data provided to EUFGIS can be used for the following purposes:
  - Making the data publicly available unless restricted by NFP in the EUFGIS interface. Data thus restricted is hereinafter referred to as restricted data.
  - Create index and indicators based on the data; the index and indicators may be made available to the public and also disclosed in other ways
  - Combining the data with other information to produce aggregated/summary statistics and make such aggregated/summary statistics available publicly and otherwise to third parties
  - Linking of the data to external systems, unless the data is restricted data

The data provided in EUFGIS will other than stated above only be made available to third parties with the consent of Data Sharing Party.

The Parties can separately in writing agree to other use of the data.

6. Any derivative or aggregated data that is created from the original data may be retained in EUFGIS, even if the data from which it is derived or aggregated is removed. EFI will indicate all aggregated data with a date of creation.
7. Data Sharing Party will ensure that NFP removes any data provided by Data Sharing Party that does not meet requirements as decided by the EUFORGEN Steering Committee.
8. EFI will provide safeguards to ensure the confidentiality and security of restricted data and to prevent unauthorized use or access to it.
  - Confidentiality: as with its own proprietary/confidential information but in any case not less than reasonable
  - Security: as with its own proprietary/confidential information but in any case not less than reasonable

As part of these security measures, EFI will regularly back up the data.

9. EFI can manage, limit access to, or delete data in EUFGIS as needed to safeguard EFI's legitimate interests.

EFI will not limit Data Sharing Party's access to data it has made available in EUFGIS.

10. EFI will, before deleting data made available by Data Sharing Party in EUFGIS, inform Data Sharing Party of its intention to delete data, and provide Data Sharing Party with an opportunity to back-up the data. Upon notice of termination of this Agreement by any of the Parties, Data Sharing Party will during the notice period have the possibility to back-up its data in EUFGIS. Following the notice period EFI has the right to delete any data remaining in EUFGIS.

### **Section III. Data provided by a third party**

11. Third parties may provide data in EUFGIS as decided by the EUFORGEN Steering Committee.
12. An embargo period may be decided by the EUFORGEN Steering Committee for third party data provided. Data Sharing Party can during the embargo period – to the extent that it relates to the territorial jurisdiction of Data Sharing Party – access and use such third party provided data for its internal purposes, but may not publish or otherwise disclose the data without authorisation from the third party data provider. Any such request for authorisation must be addressed to EFI only; EFI will liaise with the third party data provider on the request.
13. In all use of third party data, Data Sharing Party must acknowledge the source of the data.

### **Section IV. Personal Data**

14. Insofar as the fulfilment of this agreement involves the processing of personal data, the Parties undertake to comply with applicable legislation in their respective operations.

15. Each Party is an individual data controller in respect of personal data.
16. The Parties agree to implement appropriate technical and organisational protection measures to ensure the secure processing of personal data.

#### **Section V. Final provisions**

17. This Agreement will enter into force on the date when the last of the Parties sign.
18. The Agreement may be terminated by either party at any time for any reason upon at least 30 days' written notice. Article 6, 10, 16, and 17 will survive termination.
19. The Parties shall seek to settle amicably any differences of opinion and disputes arising from or related to the implementation of this Contract. Should this fail, any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof shall be finally settled in accordance with the Arbitration Rules of the Finland Chamber of Commerce. Article 36 on Interim measures of protection of the Arbitration Rules shall not apply. The language of the proceedings shall be English. The place of arbitration shall be Helsinki, Finland.
20. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to EFI by its constituent documents or international law.

#### **On behalf of EFI**

Name:

Position:

Date:

#### **On behalf of Data Sharing Party**

Name:

Position:

Date:

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