DATA SHARING GUIDELINES FOR WUR[1]

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Jacquelijn Ringersma, Coordinator Data Management, Wageningen Data Competence Center

Funders (NWO, EU, LNV) require researchers to share the research data created or collected by the funded project *"As open as possible, as closed as needed"*. This standard has been adopted by WUR (Strategic Plan 19-22). The data sharing guidelines assist researchers in the decision on how to share their research data and how to license the data in order to comply with the standard.

1 From open to closed (three levels)

The WUR guidelines for Data Sharing provide three levels of sharing: Open, Restricted and Closed. Each of these levels come with some degree of flexibility.

Open	(a) Metadata & data are findable and accessible with WUR default Creative Common license (CC-BY) (b) Metadata & data are findable and accessible with any Creative Common license (CC-BY-SA-NC-ND)
Restricted	c) Metadata are findable and accessible, data are only accessible under defined conditions and approval (e.g I want to know who you are and what you want to do with the data) d) Metadata are findable and accessible, access to data requires payment
Closed	e) Metadata are findable and accessible, data are only accessible for verification purposes (transparency) f) Metadata & data are solely findable and accessible by the researcher and the management of the group

Open data means that data and the metadata describing the data are findable and accessible under a creative common license CC-BY license, or under a CC-BY-SA-NC-ND (or any combination of). WUR has explicitly not chosen to include the public domain CC-0 license in its guidelines, in order to minimally acknowledge the scientific effort of the WUR researcher.

Restricted access to the data means that the metadata describing the data are findable and accessible (under any CC license), however to access the data special conditions may apply. For example the reuser of the data must make himself known to you, and explain for what purpose he wants access to the data. In some cases access to the data may require payment. If you share WUR data based on the restricted access conditions, ask data@wur.nl for support to create a data sharing agreement [see annex for the data sharing framework] with the data user.

Closed access to the data means that the data is only accessible in very special cases, for example for verification purposes (transparency) when e.g. scientific integrity is questioned.

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[1] The content of this document may be used under [CC BY SA] license

Metadata can most of the time be made findable and accessible. There are some very rare cases (for example when metadata unavoidably include personal data) where metadata is also closed. In the latter case metadata and data are solely accessible to the PI of the research and the management (Data Steward) of the group.

2 Decision tree for data sharing

Before being able to decide how to share data, it is important to know who holds the ownership over the data (or who is the stakeholder who has a say over the data, see annex 1 IPR Research Data). If this is a third party, or when a private party is the project funder, a data sharing agreement must be made between all parties involved in the project (see annex 2 for the framework).
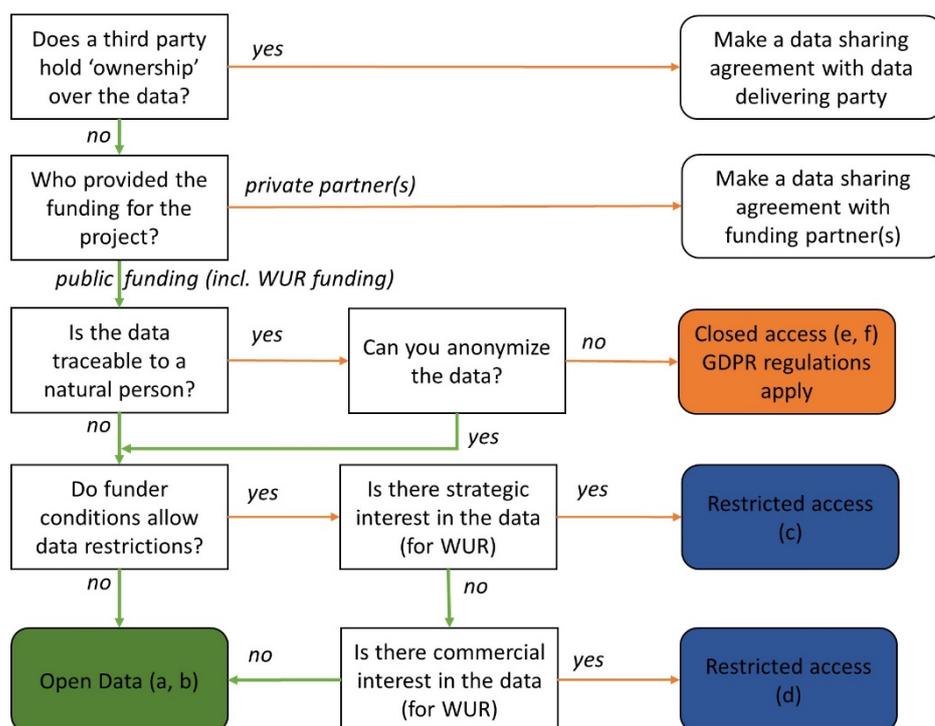
3 Storage environments for the different levels of Data Sharing

Open data with CC license can be published at 4TU.ResearchData, DANS-EASY, NCBI, or any other approved sustainable data archive.

Restricted access data can be published in any sustainable data archive which facilitates restricted access. We support 4TU.ResearchData and DANS-EASY.

Closed access data must be published on a WUR server (W:\\drive). Set the appropriate rights to the drive (only those who should have access can view the files). Make sure to register the data in Pure (or ask your Data Steward to do this for you) when the metadata are meant to be findable.

4 Data of combined origin

Most data set contain data that originate from multiple sources. Combinations of data from public and private funding, or combinations of data created under WUR contracts with data

from private third parties. This imposes a complication on the data sharing guidelines, since the outcome of the decision tree will vary for the different contributions to the total data set. Data Sharing agreements should then include which parts of the outcome data can and cannot be published and under which conditions (e.g. anonymized aggregated data only).

Annex 1 : IPR in research data

Data, databases, annotations

- Data that is factual has no copyright[2] protection. Most research data is factual.
- Copyright at the item level is limited to items that involve expressive choice, such as drawings or photographs.
- A database[3] can have a layer (thin) of copyright protection, it's the decision process of deciding what data should be included, how to organize the data etc. that is protected, but the data in the database (factual) are not.
- Annotations, visualizations, metadata can have copyright protection provided that they are sufficiently original.

Facilitating data reuse, data sharing

- Public domain licensing: free to use for everyone
- Attribution licensing: free to use, provided that the source is attributed
- Restriction licensing: use only permitted with described restrictions

Data Ownership @ WUR

- WUR is the owner of the research data or database created by any WUR staff member within the scope of their employment. This means that WUR researchers are not the owner of the data or database.
- There is a moral right of the author/creator to be attributed when reused
- The WUR ownership flaws when data is created under conditions provided by the funder (either public or commercial). E.g. partner funding can condition that the data will become under (shared) ownership of the partners (NWO does this). In this case a DSA (Data sharing agreement) should be agreed upon before starting the project.

What to do when a researcher leaves WUR

- Data should remain under guardianship of the WUR (Research group; Data Steward; Data Librarian)
- As an acknowledgement of the scientific effort the creator of the data is granted access to the data, provided that the data is properly archived and licensed in a recommended data archive. All unarchived data will remain on WUR servers and will not be available for the leaving researcher.

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[2] Copyright grants the author(s) of an original work the exclusive rights to reproduce, distribute, display etc.

[3] This includes e.g. an excel file in which the field names and arrangement of columns are an original idea by the creator of the file

Annex 2 : Framework for a Data Sharing agreement

Topic	Specifically
Definitions	Lists definitions for all the terms used in the agreement
Period of agreement	How long will receiver be entitled to use the data?
Description of dataset	Description of data to be transferred: data type, size, format...etc.
License	Data provider grants data receiver a non-exclusive, non-transferable, terminable license to access, copy and use the data. Additional possible conditions - No modification of data, no derivatives, named users/departments only, use restricted to the Purpose defined
Purpose of data sharing	How will receiver use the data? - What studies will be performed, what questions asked, what are the expected outcomes? - Can receiver use the data to explore additional research question without the explicit consent of the data provider?
Constraints on data use/ data disclosure	List restrictions on how the data or data findings can be used. - Must the data receiver document how the data is used? - Can the receiver share, publish or disseminate data findings without the explicit consent of the data provider? - Under what circumstances is data disclosure permitted
Data confidentiality	Describe the processes the receiver must use to ensure data confidentiality. - What safeguards are in place to protect sensitive data? - The receiver guarantees that the data will be safeguarded from misuse and unauthorized access or disclosure.
Data security	Describe the methods and infrastructure the receiver must use to ensure data security. - Where and how should hard copies of the data be stored? - Where and how should digital copies of the data be stored? E.g. data should not be stored on mobile devices or transferred unless encrypted. - What kind of password protection should be used? E.g 2 factor identification - Who will have access to the data? - How will access be monitored? - What will happen to the data after the data sharing period has ended?
Methods of data sharing	Describe how and when data will be transferred from provider to receiver - Which methods will be used to transfer the data? - How will a secure connection be guaranteed? - Will the data be encrypted before transferral? - When will data be transferred from provider to receiver?

Financial costs of data sharing	Describe the costs of data sharing. • What are the costs of data sharing? • Will the costs be paid by the provider, the receiver or both?
Publications	Describe the conditions whereby the data receiver may publish works based on the transferred data, e.g. provision of copies, review period, consent, acknowledgement statements, etc.
Warranty and Indemnity	Disclaimer: no warranty or guarantee is provided i.r.t. data quality and completeness, fitness for purpose. Provider excludes liability for loss or damage the receiver suffers on account of the receiver's use of the Data. Indemnity describes the agreements made if legal claims are made against either party.
Termination and Modification	Describes the conditions whereby the DSA can be terminated or modified. For which term will confidentiality or other obligations survive termination of the agreement? • Once the right of use expires, what happens to the data that has been transferred? Will the data be returned or destroyed?
Applicable law and jurisdiction	Which law and jurisdiction apply (e.g. national?)