

# Data Provider Agreement

## for European Pollinator Hub

Brussels, Belgium

Date: Brussels, 30.01.2024



**BEE LIFE EUROPEAN  
BEEKEEPING COORDINATION**

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VAT not Applicable • RPM Nivelles

In this contract, "we", "us" and "our" refer to: **BeeLife, European Beekeeping Coordination, Avenue Louise 209/7 1050 Brussels, Belgium** [info@bee-life.eu](mailto:info@bee-life.eu) (hereinafter referred to as "**BeeLife**")

EU Pollinator Hub platform (hereinafter referred to as "**Pollinator Hub**") is a platform developed by BeeLife, European Beekeeping Coordination.

## 1. GENERAL PROVISIONS

- 1.1. To facilitate the health of pollinators, bees and beekeepers worldwide, both parties are entering into an agreement to govern the data exchange and clarify data access and utilisation. The Data Provider will provide collected data to BeeLife for collection, processing and visualisation of provided data.
- 1.2. BeeLife European Beekeeping Coordination is a legal entity registered in Belgium, overviewed by EFSA (*European Food Safety Authority*), and is the Data Collector. BeeLife European Beekeeping Coordination aims to collect, harmonise and visualise data regarding pollinator health, demographics and ecology, their potential stressors, beekeeping and farming and the overall general well-being of pollinators worldwide, and especially in the EU. For these purposes, BeeLife has developed a platform, the "EU Pollinator Hub", that collects, standardises, processes and visualises pollinator-related data generated by different sources for diverse purposes.
- 1.3. The Data Provider is a natural or legal entity which provides data for processing as per this agreement, free of charge.

## 2. PROVIDED DATA

### A. TYPE

- 2.1. Data will be provided under this agreement in any of the following formats:

Text files (.csv, .tsv, .xml, ...), Microsoft Excel files (.xls, .xlsx, ...), PDF files (.pdf), pictures (any widely available formats), API-s (Automated Programmable Interface), databases, file-based, databases and external sources.

### B. FREQUENCY

- 2.2. Data will be exchanged at per the discretion of the Data Provider on a continuous basis between the Data Provider and BeeLife for the entire duration of the Agreement.

## **C. METHOD OF ACCESS AND TRANSFER**

- 2.3. Data will be transferred via the provided form within the Pollinator Hub. The Data Provider shall upload any data collected in the form of a dataset. The dataset shall be unlocked, unencrypted and ready for consumption.
- 2.4. Multiple ways of uploading:
  - a) direct file upload,
  - b) externally shared files via a link,
  - c) through API-s (defined with separate contract per request).

## **D. PERSONNEL WITH ACCESS**

- 2.5. The Data Provider will be able to define a date of publication.
- 2.6. The Data Provider establishes the data embargo length until when data becomes publicly available. During embargo, only Pollinator Hub Peer-reviewers and Administrators with sufficient rights can access data for its processing.
- 2.7. The Data provider agrees that its e-mail, phone number, or other provided direct contact information is forwarded to the Peer-reviewer so that it can inquire about the provided data.

## **3. DATA USAGE and PROCESSING**

- 3.1. The Data Provider allows BeeLife to use the provided data in any form needed, the data as a whole or its part, for Pollinator Hub functionality and to be accessed by Pollinator Hub users, as specified in applicable Terms and Conditions.
- 3.2. BeeLife may use the provided data in any way, process data, make quality checks and manipulate it so that the original data values or references are not changed.
- 3.3. BeeLife shall notify the Data Provider in case the provided data is not suitable for the Pollinator Hub and present to the Data Provider a copy of the data with included changes, if deemed necessary by BeeLife. Such processed data and/or any given results arising from data usage, processing, and manipulation (without changing the data itself) are the sole and exclusive property of BeeLife. Such data can be used by BeeLife indefinitely without limitations. BeeLife may use such data even if original materials become unavailable and/or this contract is terminated. If the data after revision is deemed unusable, it may be rejected and not integrated into the Pollinator Hub.

## 4. DATA STORAGE

- 4.1. BeeLife shall securely store and encrypt the provided data if needed, but it is not and cannot be held liable for any damages in regards to data leaks of personal, sensitive, confidential or any other not widely known data attributes, which were included in the provided data by the Data Provider. All reasonable precautions shall be taken to secure the data from individuals without authorised access. Data shall be kept on a password-protected file server located in a secure environment. Project data will be kept in a separate directory on the server which is password-protected.
- 4.2. Data provider's data will be stored on the external platform "Zenodo" within EFSA knowledge junction by the Data processor.

## 5. PROPERTY RIGHTS

- 5.1. Original materials provided by the Data Provider, including, without limitation reports, datasets, proposals, analysis, writings, sound recordings, pictorial reproductions or materials of any type whatsoever, are and shall remain the sole property of Data Provider. The contents provided in the original materials are at the discretion of the Data Provider.
- 5.2. BeeLife will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically, but without limitation, any claim to statutory copyright or patent on the original materials.

## 6. DURATION, TERMINATION and CANCELLATION

- 6.1. This agreement is concluded indefinitely until terminated.
- 6.2. Either party may terminate this Agreement upon 30 days prior written notification to the other party.
- 6.3. BeeLife may immediately cancel this contract at any time without respect to the notice period stipulated in 6.2. if Data Provider in any occasion:
  - Uploads data including malicious code whose intent may be to harm, destroy or in any other way damage the BeeLife systems or gain unauthorised access to it;
  - In any way heavily intentionally or by negligence breaches this agreement
  - Discloses confidential data to third parties without mutual consent
  - Wrongfully claims ownership of data that is not rightfully theirs
  - Does not provide data over a longer period of time

## 7. CONFIDENTIALITY

- 7.1. All the data contained in this agreement or any with these connected agreements, including all direct and indirect written and oral information, as well as all forms of information sent or stored by electronic means, their copies or duplicates, and all written, oral, indirect and direct actions, circumstances and facts relevant to the conclusion and implementation of this agreement, shall be treated by the contracting parties as strictly confidential and as a business secret. Furthermore, the contracting parties shall ensure that these details, circumstances and facts are not made available to third parties who are not parties to this agreement, without prior mutual written consent. The foregoing also applies to any singular and universal legal successors of any contracting party.
- 7.2. Notwithstanding the previous article, the contracting parties may disclose the content of this agreement and any actions, circumstances and facts related to the conclusion and fulfilment of this Agreement, if so required under relevant regulation, strictly within the relevant normative requirements. Before such disclosures, they will immediately inform each other in writing.

## 8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1. If any provision of this Agreement shall be held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- 8.2. This Agreement shall be governed by and interpreted according to the laws of the Kingdom of Belgium.
- 8.3. Any disputes between the Contracting Parties arising from this Agreement shall be resolved amicably.
- 8.4. Should this prove impossible, disputes shall be resolved before the cognisant court in Brussels.

## 9. FINAL PROVISIONS

- 9.1. This contract is concluded and comes into effect on the day both parties have signed the contract. Any modifications of the contract shall and must be done in writing.
- 9.2. Any changes or waivers of rights hereunder may only be executed by a written agreement by both contracting parties.
- 9.3. This contract is provided via an electronic form and signed electronically or printed and signed in person.

Brussels, 30.01.2024