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Angel Shark Sightings Map (ASSM) Terms of Use

1. Definitions

- 1.1. In these ASSM Terms of Use all defined words and expressions have the meanings given to them in the ASCN Governing Document unless stated otherwise.

2. Background

- 2.1. The Angel Shark Conservation Network ("**ASCN**") was established in 2016 by the Angel Shark Project (a collaboration between Leibniz Institute for the Analysis of Biodiversity Change, Universidad de Las Palmas de Gran Canaria and Zoological Society of London ("**ZSL**")), IUCN SSC Shark Specialist Group, Shark Trust, and Submon to facilitate dialogue and information sharing on angel shark conservation efforts. More information on ASCN can be found using the following URL: www.angelsharknetwork.com.
- 2.2. The Angel Shark Sightings Map is a collaborative resource developed by Octophin Digital for ZSL as part of the Angel Shark Project, hosted by the ASCN, to provide one place to submit angel shark sightings globally ("**ASSM**"). The ASSM can be found using the following URLs: www.angelsharkproject.com/map or www.angelsharknetwork.com/#map.
- 2.3. The ASCN aim is to empower action to achieve the Vision that angel sharks are restored to robust populations and safeguarded throughout their natural range.
- 2.4. One objective of the ASCN is that 'angel shark sightings, including Opportunistic Sightings and Research Observations, are submitted to a central database through the ASSM, to enable scientific research across the range'.
- 2.5. The ASCN Coordinator coordinates the ASSM, on behalf of the ASCN. The ASCN Coordinator is responsible for hosting, managing and updating the ASSM as appropriate. The ASCN Coordinator also has responsibility for updating these Terms of Use as necessary. As at the date of these Terms of Use, the ASCN Coordinator is ZSL.

3. Purpose of the ASSM

- 3.1. The ASSM is a free online portal for individuals and organisations to submit angel shark sightings data. Data fields include:
- a. 'ASSM Sightings Data' means 'Opportunistic Sightings' (for example, sightings from recreational divers) and 'Research Observations' (for example, data collected by a research project). There are three categories of ASSM Sightings Data:
 - i. Sighting information: sighting ID, date of upload, latitude, longitude, country, species, date of sighting, time of sighting, number of sharks seen, category of sighting method (e.g. diving, fishing, snorkelling, freediving, swimming, from shore, fish market, submarine or glass bottom boat, other);
 - ii. Sighting method information: location, duration, water temp, visibility, name of dive centre, number of divers, night dive, type of fishing, name of fish market, other, additional comments; and
 - iii. Shark information: length, sex, depth, habitat, behaviour, tag details, photo upload, other comments.

- b. 'Personal Data' means: IP address, name, email address.
- 3.2. The ASSM was developed so that angel shark sightings, including Opportunistic Sightings and Research Observations, from across the range the species could be submitted into a central database, improving data quality and quantity.
- 3.3. The ASSM Sightings Data is provided to interested parties, subject to the conditions below, to inform angel shark research and conservation.
- 3.4. The ASSM is regularly updated to improve user experience and is available in six languages at the date of these Terms of Use. Additional languages can be added if capacity allows.
- 3.5. ASSM Users agree for their ASSM Sightings Data to be used to better understand and conserve angel sharks by submitting to the ASSM.
- 3.6. ASSM Users agree for their Personal Data to be shared with ASCN Partners in specific cases (see section 5 'ASSM Personal Data Usage') only if they consent via a tick box at the end of the ASSM form. ASCN Partners may contact ASSM Users to validate the sighting or gain further information to help angel shark conservation.

4. ASSM Sightings Data Usage

- 4.1. Interested parties must have a defined project with a particular purpose to use ASSM Sightings Data for non-profit purposes. This should align with the ASCN Aim.
- 4.2. Interested parties can be an individual or work/volunteer for an organisation who will use ASSM Sightings Data for research or conservation. A government agency, company or consultancy that requests the ASSM Sightings Data to deliver activities (e.g. policy decisions or environmental impact assessments) may be charged an administration fee to access the ASSM Sightings Data (see section 7 'Finances').
- 4.3. To access the ASSM Sightings Data, the individual must submit a 'ASSM Data Request' to the ASCN Coordinator at angelsharks@zsl.org with the below information. Decisions on whether ASSM Sightings Data will be shared shall be taken by consensus by the ASCN Partners at the next quarterly meeting. If consensus cannot be reached, a decision shall be made through a vote and can only be accepted with a majority.
 - a. What ASSM Sightings Data would the individual or organisation like access to, including geographic scope?
 - b. For what purpose would the individual or organisation like access to this data?
 - c. If working/volunteering as part of an organisation, who in that organisation will have access to the ASSM Sightings Data?
 - d. What is the project title?
 - e. What is the timeline of the project?
 - f. What are the expected outputs?
 - g. How will the data be stored?

- 4.4. To access ASSM Sightings Data the individual or organisation must be a member of the ASCN as one of the following entities and agreed to the relevant terms:
- a. ASCN Partner;
 - b. ASCN Member;
 - c. ASSM Collaborator; and
 - d. ASSM User.
- 4.5. Only ASSM Sightings Data from the region that the individual or organisation is working on or completing analysis on will be shared. No Personal Data will be shared.
- 4.6. The ASSM Sightings Data can only be used for the purposes outlined in the ASSM Data Request.
- 4.7. ASSM Sightings Data will be provided in a password protected Microsoft Excel spreadsheet. This will be provided to ASCN Partners every year and to ASCN Members and/or ASSM Collaborators following approval by the ASCN Partners (data requests are discussed on a quarterly basis).
- 4.8. ASSM Sightings Data cannot be shared with other individuals or organisations, unless stated in the ASSM Data Request. Others seeking to access or re-use the ASSM Sightings Data should make a separate ASSM Data Request.
- 4.9. ASSM Sightings data must be kept secure from any unauthorised or accidental use, access, duplication, disclosure, damage, loss or destruction. It must be in a password protected file, inaccessible to other users.
- 4.10. ASSM Sightings data must be deleted at the end of the project or analysis.

5. ASSM Personal Data Usage

- 5.1. The ASCN Coordinator has access to Personal Data, which is stored in a secure server and is password protected.
- 5.2. The ASCN Coordinator uses Personal Data to validate ASSM Sightings Data and assess confidence in the ASSM Sightings Data. The ASCN Coordinator may also contact the ASSM User to gather further information on the ASSM Sightings Data, only if the ASSM User has provided consent via a tick box at the end of the ASSM form.
- 5.3. Subject always to Data Protection Law ASCN Partners can request access to Personal Data but must provide a clear explanation of why it is needed, which will be discussed during quarterly ASCN meetings. ASCN Partners may request access via email, such requests will be discussed at the next quarterly meeting. Personal Data will only include records where the ASSM User has consented for their Personal Data to be shared and a separate data sharing agreement will be required.

6. Data Usage

Intellectual Property

- 6.1. All ASSM Sightings Data which is submitted to the ASSM shall remain the Intellectual Property of the ASSM User. By submitting Sighting Data and Personal Data the ASSM User agrees:
- a. that they thereby grant to the ASCN Coordinator a royalty free, perpetual, and irrevocable licence to use, modify, and publish the ASSM Sightings Data and Personal Data for the purposes of creating and developing the ASSM;
 - b. that they thereby grant to all the ASCN Partners, ASCN Members and ASSM Collaborators a royalty free, perpetual, and irrevocable license to use, analyse and view the ASSM Sightings Data for non-commercial purposes which relate directly to the field of animal conservation, research, education, and outreach, subject to the provisions in clause 6.2, **Error! Reference source not found.** and 6.3 below; and
 - c. that they shall not exploit ASSM Sighting Data or Personal Data for any commercial purposes without the prior written consent of all the ASCN Partners. This does not affect any data owned and contributed by them.

Outputs (scientific manuscript, paper, dissertation, thesis, report, article, book or official publication), Communications (website content, online article, presentation, interview, public appearance or similar) and social media content

- 6.2. GPS location (latitude/longitude) of ASSM Sightings Data cannot be shared publicly as it is sensitive information on the location of a Critically Endangered species. Any Output, Communication or social media content using ASSM Sightings Data must be displayed at a lower resolution, with 5 km x 5 km grid squares or equivalent the finest possible resolution shown.
- 6.3. Each individual or organisation agrees to acknowledge the ASSM as prominently as possible, in any Output, Communication or social media content (with respect to the projects covered by, or related to, these Terms of Use.
- 6.4. Any Output or Communication using ASSM Sightings Data shall include a credit to the ASCN: "Angel Shark Conservation Network (ASCN) [year]. Angel Shark Sightings Map (ASSM) Sightings Download: <https://angelsharknetwork.com/#map> Octophin Digital. [Accessed: XX/XX/XX]".
- 6.5. The individual or organisation must share the final Output or Communication with the ASCN Coordinator within 30 days of publication through emailing angelsharks@zsl.org. These outputs will be shared with the ASCN Partners and can be published on the ASCN website, with prior consent of the authors.
- 6.6. Any social media content using ASSM Sightings Data shall link to the ASCN website (www.angelsharknetwork.com) or mention #AngelSharkConservationNetwork or #ASCN.

7. Finances

- 7.1. There is no financial commitment in using the ASSM. An administrative fee may be charged if ASSM data is requested for commercial purposes. Such fees will be discussed upon request.

8. Review period

- 8.1. The ASSM Terms of Use will be reviewed by the ASCN Partners on an annual basis.

9. Termination

- 9.1. If any individual or organisation does not abide by the ASSM Terms of Use they will be notified by the ASCN Coordinator of their breach and will be removed from the ASSM with immediate effect.

Declaration

I accept the ASSM Terms of Use.

Name: _____

On behalf of the Organisation: _____

Signature: _____

Date: _____