MDA Quality Mark

The MDA quality mark describes the Data Repository quality criteria of the MDA. This section contains also the terms and conditions that apply to the use of the MDA and its services, offered by VLIZ. By accessing or using the site, you agree to be bound by the terms and conditions set forth below. In case of problems or questions, please contact mda@vliz.be

Mission

One of the main tasks of the Marine Data Archive (MDA) is to map the research data of marine scientists. The online Marine Data Archive offers individual scientists, research groups or project participants the possibility to archive and share their data files within a selected group of people. The MDA makes it possible to store data in a fully documented way, including all necessary metadata (= data on the data). Although the focal point in this is marine research data from Flanders and Belgium, it is not limited to it.

Intellectual property

All text, lay-out, images (including without limitation pictures, drawings and sketches) and data are protected by copyright and other laws, as well as international conventions ("intellectual property"). Copies, adjustments and/or alterations of any Intellectual Property (uploaded data, images …) are prohibited without prior permission of the rightful owner of the information, unless stated or agreed otherwise (*stated: "conditions of use"; "agreed": in memoranda of understanding, data policy agreements, project-descriptions, …*)

Procedures for quality management

Archiving (even after data become publicly available) does not automatically imply other data management activities such as quality control or integration of the dataset(s) in online searchable databases.

Data in the 'shared' and 'public' archive will however be considered prime targets for these activities. Either the data provider or VLIZ can initiate communication on this. For data stored in the 'private' archive, the initiative for this can only be taken by the data provider.

VLIZ will never start quality control or integration without informing the data provider, and such initiatives will never be taken if they do not comply with the data policy agreement.

Long-term perspectives

The development and maintenance of the MDA is an institutional activity. One of the key-activities of the data centre is to archive datasets and to ensure their long-term existence.

Archiving criteria

The Marine Data Archive provides three workspaces for each user: private, shared and public. Archiving of a file can be done in either of these workspaces. For each file, a specific data type can be selected. Each data type has a number of compulsory and non-compulsory metadata fields, describing the file. Processes and procedures for archiving are described in the manual.

Responsibility in giving access to the Archive

Access to the Archive is regulated through an account-based registration procedure, managed by VLIZ. Access can be given on different levels (read-only, limited writing, full writing; see manual) and to different folders, depending on the needs and wishes of the user(s) or user-group.

Granting or denying (limited) access of a user to a certain part of the MDA is always decided in consultation with the users(group) and the data providers.

Using and citing the data

Data and associated metadata can easily be downloaded from the MDA website. Access to the data is restricted through an account-based registration procedure. Each file in the MDA has received a unique identification and url, which can be used to refer to the data and as a citation.

Integrity of the data

Next to storing the processed data, it is also possible to store the raw data and the programme(s) needed to view the data or process the raw data. Back-ups of each file are stored at different locations on physically separated media. The link between the data and the associated metadata is kept at all times.

Authenticity

For each uploaded file, information on both the submitter and the original author of the file is saved. This makes it possible to keep track of the origin of the file. Next to the name of the submitter, the name of the corresponding institute is also a mandatory field, making traceability easier.

Code of Conduct

Legal framework

VLIZ holds the right to investigate the content, origin or destination of the uploaded data, when we suspect that (part of) the communication is related to illegal or improper activities, or if the authorities give such an order. In case of illegal or improper content, VLIZ will immediately remove this information and deny the further use of the MDA to the responsible person.

VLIZ will not start quality control or integration of the data without informing the data provider, and such initiatives will never be taken if they do not comply with the data policy agreement.

In case access is denied due to improper use, one will still be able to recover all the previously uploaded information from the MDA.

You agree that you will not:

- Post or deliver any unsolicited advertisement, promotional materials, junk e-mail, bulk e-mail (also known as "spam"), chain letters, surveys or contests, or family or holiday pictures.
- Post or deliver any advertisement or solicitation via the MDA to buy or sell any products or services, or engage in commercial activities and/or sales.
- Post or deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable.
- Post or deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of medical condition, religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Post or deliver, or provide links to, any postings containing defamatory, false or libellous material.

- Post or deliver information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous.
- Post or deliver any posting that infringes or violates any Intellectual Property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Post or deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Use the MDA in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the MDA or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Attempt to gain unauthorized access to the different workspaces of the MDA, any related website, other accounts, computer system, or networks connected to this Service, through hacking, password mining, or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Service, including harvesting or otherwise collecting information about others such as e-mail addresses.

You are solely responsible and liable for postings delivered to the MDA using your account. Any violation of these provisions can subject to immediate termination of the use of the MDA.

VLIZ reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the MDA and terminating the use of the MDA of such violators.

Limitation of liability

Under no circumstances, VLIZ will be liable for:

1. any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising from the use of, or inability to use the MDA, or any information or transactions provided on the MDA, or downloaded from the MDA, or any delay of such information or service
2. incorrect or erroneous information on the MDA website, nor does it give the right to a financial compensation
3. the (temporarily) disfunctioning or failing of the service
4. any actions of those who violate this policy which may cause harm to the owner of the data or other third party users

VLIZ holds the right to modify this agreement at any time. The modified agreement will be posted on the MDA website (mda.vliz.be) and will automatically come into force 30 days after this initial announcement.

Due to the nature of the Internet environment VLIZ cannot guarantee that violation of this policy will not occur and therefore will not be held liable for harm caused by any such violation.