

University of Twente, ITC Faculty

STARS Data Access & Use Policy



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DATA ACCESS AND USE POLICY

GENERAL

The STARS Data Use Policy (“Terms and Conditions”) outline our standards for data sharing, access, authorship, citation, and restrictions of data generated within the STARS project, and apply to all users of our data. STARS stands for *Spurring a Transformation for Agriculture through Remote Sensing*. It encompasses an *integrated effort to improve our understanding of the use of remote sensing (RS) technology in monitoring smallholder farming* and has been developed by ITC, University of Twente (ITC) in collaboration with the Commonwealth Scientific and Industrial Research Organization of Australia (CSIRO), the International Center for Research on the Semi-Arid Tropics (ICRISAT), the University of Maryland (UMD) and the International Maize and Wheat Improvement Center (CIMMYT). The STARS project provides quantitative field measurements, UAV-based images, RS-based data products, a crop spectrotemporal signature library, and analytical tools to work with these data sources, to help monitor crop development through the growing season. We also develop products that, in one stated context, aim to assess the available surface water for irrigation. The project aims to fill a data and knowledge gap in the use of RS technology for monitoring smallholder agricultural production systems, and will create a standardized field data protocol, time-dependent crop spectra, and accompanying image analysis algorithms, as global public goods.

The project is actively collecting field data in three regions: West Africa (lead: ICRISAT), East Africa (lead: UMD), and Bangladesh (lead: CIMMYT).

The STARS project has a number of learning objectives, some of which are shared between teams, and others being more region-specific. Below we list those project objectives relevant to STARS data policy. The general objectives are the following:

1. *Identify the production constraints* of smallholder crop production systems that can be studied with RS technology.
2. *Evaluate existing and upcoming RS technology* and its exploitation on its promise for addressing those constraints.
3. Assess what can be derived as *benefits from a crop system spectral and temporal repository*, attributed with field-specific data.
4. Assess what can be derived as *benefits from a standardized image analysis algorithm repository*, within the context of monitoring smallholder crop production systems.

The project also has a number of region-specific objectives that are relevant for STARS data policy; these are:

1. Improve our *capability to identify cropland, cropping systems, crops, and possibly even crop health status* at smallholder plot scale.
2. Improve our *capability to monitor crop production at the national scale*.
3. Improve our *capability to identify farm areas that can be safely and sustainably irrigated with surface water*.
4. Identify the most *promising data workflows that use RS data* for all the above purposes, and for different customers.

The STARS project is of 20-months duration and can test only a number of hypotheses in context. Our data policy intentionally aims to equip researchers with data to pursue solutions to problems left open. Hence, STARS is committed to making its data globally accessible.



STARS DATA ACCESS REQUIREMENTS

Access to any of the STARS data is subject to requirements set forth by these Terms and Conditions to enable data providers to track usage, evaluate its impact in the community, and confirm users' acceptance of the Terms and Conditions. The following registration information is required directly or by proxy prior to the transfer of any Data Set: -1- *Name*, -2- *Affiliation*, -3- *Email address*, -4- *Full contact information*, -5- *Acceptance notice of the below Terms and Conditions of use*, -6- *Statement of intended use* that is compliant with the Approved use defined below. Such statements may be submitted explicitly or made implicitly via the data access portal interface.

IMPORTANT: Use of the Data Set (defined below) is subject to the Terms and Conditions of Use set forth herein. By downloading, copying, or otherwise using a STARS Data Set, the Data User (both terms defined below) agrees to be bound by these Terms and Conditions and enters into a legally binding Agreement with the Data Set Creator ("Agreement"). By refusing to agree to the Terms and Conditions of Use provided herein, the Data User is not authorized to use the Data Set.

TERMS

Data Set	Digital data and its metadata provided through the data access portal interface, or through other media, including data and metadata derived from STARS monitoring protocols, field observations, collections, laboratory analysis, camera trap images, all written, recorded, graphic, audio, visual, and other materials in any media, whether or not subject to copyright protection, or the post-processing of existing data and identified by a unique identifier issued by STARS.
Third Party Data Set	Digital data and its metadata provided through the data access portal interface, or through other media, not derived from STARS monitoring protocols, but provided by third party Data Set Creators.
Data Set Identifier	A unique identifier created by the Data Set Creator to be included with a Data Set for the purpose of tracking and ongoing identification.
Data User	Individual to whom access to this Data Set may be granted, subject to acceptance of these Terms and Conditions of Use by such individual.
Data Set Creator	Individual or institution that produced the Data Set.
Data Set Contact	Party designated in the accompanying metadata of the Data Set as the primary contact for the Data Set.
Data Challenge	An open problem, defined and published by the STARS project, for which solutions are invited and for which specific Data Sets are made available.

CONDITIONS OF USE

LICENSE

The Data Set Creator hereby grants to the Data User a non-exclusive, royalty-free license to copy, use, and create derivative works from this Data Set, subject to these Terms and Conditions, and is assignable or sub-licensable only in accordance with the terms set forth herein, including Section Redistribution below.



APPROVED USE

Data Sets and any work or product derived from a Data Set may be used by anyone for uses that further the charitable goals of STARS as described in the General section above. The Data User is permitted to produce and distribute derived works from this Data Set provided that those derivatives are released under the same license terms as those accompanying this Data Set or another compatible license authorized by STARS.

Specific additional conditions may affect Data Sets that are provided in context of, and are associated directly and explicitly with STARS Data Challenges.

AVAILABILITY

STARS Data Sets are made immediately available as soon as possible after field collection, subsequent fundamental data curation and quality control, and a grace period of 12 months to allow for scientific publication. Quality control processes, such as spatial alignment and spectral calibration, may require several months to complete. Therefore, STARS Data Sets may undergo periodic revision, when new insights are obtained in the curation and quality control processes.

REDISTRIBUTION

The Data Set is provided for use by the Data User. The metadata and this license must accompany all copies made and be available to all users of this Data Set. The Data User will not redistribute the original Data Set for purposes other than those permitted under Section Approved Use.

ATTRIBUTION

The Data Set has been licensed in the spirit of open scientific collaboration. The Data User agrees to offer clear and prominent attribution to the Data Set Creator and to STARS in any derivatives using STARS data. As STARS Data Sets may undergo periodic revision, it is necessary to track Data Set versions in any derived products. Thus, the Data User agrees to properly cite the Data Set, including the Data Set Identifier, in any publications or in the metadata of any derived data products that are produced using the Data Set. Citation shall take the following general form: Creator, Year of Data Publication, Title of Data Set, Data Set Identifier. The Data User agrees to include the following acknowledgment in any publications where the Data Set contributed significantly to its content:

*“The following data in this publication were provided by STARS, an *integrated effort to improve our understanding of the use of remote sensing technology in monitoring smallholder farming.* «Name here explicitly and exhaustively all STARS data sets used.» See: www.stars-project.org.”*

NOTIFICATION

The Data User will register the citations to all publications and derivative works based on or derived from the Data Set at www.stars-project.org, or, if the registry is not available, by sending an email message containing the complete citation to info@stars-project.org. In addition, the Data User will notify the Data Set Contact when any derivative work or publication based on or derived from the Data Set is distributed. The Data User will provide STARS and the Data Set Contact with two reprints of any publications resulting from use of the Data Set and will provide copies, or on-line access to, any derived digital products.



LIMITATION

The non-exclusive license provided herein is limited solely to the information and data included within the applicable Data Set and shall not extend to any Third Party Data Sets, software, source code, object code or other technology or works of authorship not expressly identified herein as part of the applicable Data Set. All software and Third Party Data Sets downloaded from STARS website shall be subject to separate licensing terms that are disclosed with such software and Third Party Data Sets.

TERMINATION

By accepting this Data Set, the Data User agrees to abide by these Terms and conditions. Upon the Data User's breach of, or non-compliance with, any of these Terms and Conditions, the License automatically terminates with immediate effect and without notice. The Data User may be held responsible for any misuse that is caused or encouraged by the Data User's failure to abide by the terms of this Agreement.

DISCLAIMER

The accuracy or completeness of the contents of any data set, in whole or in part, is not guaranteed. All data sets are made available "as is" without warranty of any kind, including the implied warranties of merchantability or fitness for a particular purpose. The Data User holds all parties involved in the production or distribution of the data set harmless from damages resulting from its use or interpretation including any consequential damages, punitive damages, indirect damages, special damages or lost profits.

ACKNOWLEDGEMENT

The Data User acknowledges that he/she has read and understands this agreement and agrees to be bound by its terms. The Data User further agrees that this agreement supersedes any previous license, agreement, or proposal, whether written or oral, and any other communications relating to the subject matter of this agreement.

MISCELLANEOUS

SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

WAIVER

The Data Set Creator may specifically and expressly waive any breach of this Agreement by Data User, but no such waiver shall constitute a continuing waiver of similar or other breaches. The Data Set Creator's consent or approval of any act by Data User shall not be deemed to render unnecessary the consent to or approval of any subsequent act by Data User.

The STARS project has a website at www.stars-project.org, and can be reached by email at contact@stars-project.org