



MICRODIS



MICRODIS Data Sharing Procedures

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Introduction

MICRODIS is an Integrated Project funded under the EU Sixth Framework Programme – Thematic Priority 6.3 Global Change and Ecosystems (Contract number GOCE-CT-2007-036877). The overall goal of the project is to strengthen preparedness, mitigation and prevention strategies in order to reduce the health, social and economic impacts of extreme events on communities.

Data has been collected, or will be collected, by at least 6 different country teams in the MICRODIS project. The MICRODIS integrated assessment tool has been created and then further adapted depending on the specific context of the site. Not all data will be comparable, but the teams have made a strong effort to collect data which can be compared across the MICRODIS sites. In all cases, the majority of the original MICRODIS Core and Thematic Cores (Social, Health and Economics) have been adapted and administered in each site.

Thus, it is important to set out procedures for sharing of data within the MICRODIS project to enable positive and fruitful collaboration between partners.

The text below is based on rules for publication and data sharing set out specifically in the MICRODIS Annex II official document and the Consortium Agreement that all partners have signed. Important sections of these two documents have been included throughout the text and in the last chapters.

Access to Data

Person Responsible

Country teams have been on the field, working thoroughly to collect data during the surveys. The Principal Investigator of each site has planned, organized and implemented the MICRODIS survey within the objectives and guidelines of the project. These teams know their sites better than any other partner, and have the benefit of being fully involved in the entire process of data collection and community observation.

The Principal Investigator of each country team is the main person responsible for the clearance of their data to be sent to other partners. They are the contact person for the data, and thus all use of the data must be approved by them.

Data entry, cleaning and validation

Country teams need time to enter, clean and validate the data. Otherwise the data can be erroneous and inaccurate.

This process can take up to four months, depending on the amount of data and availability of resources. The PI of each team is able to manage the timeline for this process as they see fit. **Until**



all the data is properly entered, cleaned and validated, no data should be shared with other partners. Each dataset should be properly prepared before other teams begin to play with the data.

The process undertaken observes the following stages:

1. Country teams enter, clean and validate their data
2. Cleaned datasets will be re-coded and retro-fitted to the common MICRODIS integrated codebook (provided by UCL)
3. Adjustment/readjustment period between central codebook and adaptation to country data
4. Data reorganized into common data shell (instructions for this provided by UCL/ULK-HD)
5. All datasets that have reached the above milestones will be entered into the MICRODIS dataset portal, with access to these datasets only given to the PI's of each specific dataset.
6. Restricted access to datasets will continue until all the datasets are entered, at which point the entire consortium will have access to all the datasets. The PI will be the contact person for all issues surrounding the data.

For a list of these stages related to timeframes, please see the below chapter on "Data Task and Timeframe Table".

Analysis of Data

Country teams have the first responsibility to analyze their data.

As planned in the Description of Work within the Implementation Plan of the MICRODIS Project in Months 25-36:

"... country teams will be diligently working on the analysis of their data which has been collected. As the managers and supervisors of the collection of this data, country teams (led by country PIs) will make the first preliminary analysis from their site's data set. From this, each survey site team will prepare a preliminary data analysis summary report which will be circulated to all partners for a better idea of the findings in each site. From this document, teams can begin to discuss and collaborate on ideas based on the data received."

(WP3.1 and WP3.2 - Deadline: July 2009)

- Country teams have the responsibility to make the preliminary analysis on their data collected before sharing this data with other partners. **This means that before the deadline of July 2009, data from the country teams are not expected to be shared with other partners.**
- The preliminary data analysis summary reports will be submitted to the coordination cell by July 2009, and promptly circulated to all partners. Partners will have 4 weeks from the date of receipt to comment on these analysis reports. These comments should include proposals for joint initiatives, analysis ideas, publication ideas and other useful feedback.
- Based on the comments made by partners, proposals for further joint analysis may be suggested by the PI or any other consortium member. These suggestions will be discussed in Jakarta at the Multi-Meeting Workshop (**September 2009**).
- The PI should also contact the coordination cell for specific help with the analysis of different types of data collected within the MICRODIS study. The coordination cell will



ensure appropriate technical assistance through consortium or external advisors on any aspect of the analysis (statistical methods, qualitative methods, interpretation, etc.). Authorship status for the advisors will depend entirely on the volume of his/her advice and contribution.

- The coordination cell will coordinate a peer review process for each paper subject by experts external to MICRODIS and forward their comments to partners.

In other words, **datasets will not be expected to be shared until these preliminary analysis reports are circulated by the country team PIs.**

Any clarifications on these issues can be made with help from the MICRODIS Coordinator or the Steering Committee, if problems or concerns should arise.

Right to Knowledge

As set out in Part C of the Annex II document “Intellectual Property Rights”:

II32- Ownership of knowledge

1. *Knowledge* shall be the property of the *contractor* carrying out the work leading to that *Knowledge*
2. Where several *contractors* have jointly carried out work generating the *knowledge* and where their respective share of the work cannot be ascertained, they shall have joint ownership of such *knowledge*. The *contractors* concerned shall agree amongst themselves the allocation and terms of exercising ownership of that *knowledge* in accordance with the provisions of this *contract*.
3. If personnel working for a *contractor* are entitled to claim rights to *knowledge*, the *contractor* shall take steps or reach appropriate agreements to ensure that these rights can be exercised in a manner compatible with its obligations under this *contract*.
4. Where a *contractor* transfers ownership of *knowledge*, it shall take steps or conclude agreements to pass on to the assignee its obligations under this *contract*, in particular regarding the granting of *access rights*, *dissemination* and *use* of the *knowledge*. As long as the *contractor* is required to grant *access rights*, it shall give at least 60 days prior notice to the *Commission* and the other *contractors*, of the envisaged assignment and the name and address of the assignee.
5. The *Commission* or the other *contractors* may object within 30 days of notification to such a transfer of ownership. The *Commission* may object to transfer of ownership to third parties, in particular to those not established in a Member State or an *Associated State*, if such a transfer is not in accordance with the interests of developing the competitiveness of the dynamic, knowledge-based European economy or is inconsistent with ethical principles. The other *contractors* may object to any transfer of ownership, if that transfer would adversely affect their *access rights*.



All official MICRODIS documents should be referenced with regards to ownership of knowledge or publication issues. As all partners have signed the Consortium Agreement, these regulations are considered the basis for any procedure in the project regarding data and data sharing.

Publications

The country team reserves the right to publish first based on the results of their data. The first publications will have the country PI or a member of their team as a lead author.

This first publication can be with or without the collaboration of another partner, at the PI's discretion. The MICRODIS Project encourages all types of publications in different thematic areas, with many different types of bilateral and multilateral cooperation. However, the country team reserves the right to publish first based on their data collected, and has a significant say about their data being used and published by other partners. Partners can look at the publication topic lists that will be circulated to the consortium to introduce or participate in different ideas based on MICRODIS data. Each partner should have an equal opportunity to explore options for analysis and publication with the PI of a country team.

As written in the Consortium Agreement: *"For the avoidance of doubt, no partner shall have the right to publish or allow the publishing of data which constitutes another partner's knowledge, pre-existing know-how or confidential information unless approved by that partner prior to publication".* All partners should be in communication with the country team PI if they are interested in using the data collected by their team. If approval to use data for a publication is made by the given PI, this person should be consulted for final authorship decisions.

Continuing from the Consortium Agreement:

"Each partner may also object to the publication within a period of twenty (20) days from receipt of the proposed publication, if they consider that the protection of their knowledge would be adversely affected. In such case, the partners agree to delay the publication up to a maximum of sixty (60) days after objection to allow for protection.

If none of the partners object to the publication with one (1) calendar month from the date of referral, consent shall be deemed to be given.

The Project Steering Committee shall try a prior settlement of the disputes on matters provided by this Section. However, none of the partners concerned may withhold its consent to publication or communication upon the expiry of a period of four (4) calendar months following the first submission of the proposed publication or communication."

Joint Publication Procedure

1. Each team will host their datasets which are re-coded to the common codebook guidelines and within the datashell provided on the network zone of the project website. Each dataset



will be password protected with separate passwords. The password will be controlled by UCL as the coordinator.

2. Each site should have their data description of the variables (taken from the common codebook) without the raw data, available to partners. Preliminary analysis reports have also been available to partners starting from July 2009 depending on the site.
3. When initiating collaboration, the interested partners can use these two documents above in order to propose analysis or publication ideas to the PI of the desired survey site. This should be submitted as a written proposal to the PI of that team, and the PI may then accept or reject the proposal.
4. Once there is an agreement established between the partners, a written document should be jointly produced. This document should very clearly outline the proposed work/analysis, the contribution description of everyone involved, and authorship. This document should be signed by the PI of both teams, and then submit it to UCL.
5. The survey site PI can then give the password for the data to the collaborating partner or send the sections of data required for their specific analysis (MICRODIS Core and Economic Core, for example), and advanced analysis can then occur jointly.

Partners have agreed upon this strategy in late April 2010.

Data Task and Timeline Table

The main tasks related to data cleaning, preliminary analysis and publishing that have been mentioned above give specific reference to the commitments made by partners in the agreed upon milestones in the MICRODIS Implementation Plan for Months 25-36. Based on deadlines and the description of work for the third year of MICRODIS, these main tasks can be summarized within the timeline below.

TASK	TIMEFRAME
Country teams enter, clean and validate their data	2-4 months, depending on resources
Cleaned datasets will be re-coded and retro-fitted to the common MICRODIS integrated codebook(provided by UCL)	1-2 months, depending on resources
Adjustment and readjustment period, between central codebook and adaptation to country data	1-2 months, depending on resources
Data reorganized into common data shell (instructions for this provided by UCL and ULK-HD)	instructions given to partners in August 2009
All datasets that have reached the above milestones will be entered into the MICRODIS dataset portal, with access to these datasets only given to the PI's of each specific dataset.	March 2010
Restricted access to datasets will continue until all the datasets are entered, at which point the entire consortium will have access to all the datasets. The PI	Rolling deadline



will be the contact person for all issues surrounding the data.	
Preliminary Analysis summary reports	Rolling deadline – last in March 2010
Comments on preliminary analysis summary reports, ideas for joint collaboration and analysis proposed to PIs or from PIs of each country team	4 weeks or more
Discussion of proposals for joint analysis and papers which were suggested to/by PIs	Starting in October 2009
First papers submitted with the country teams as lead author	December 2009 – June 2010
Additional papers submitted	January 2010 – January 2011

Please examine carefully the following two chapters related to the use and access to data in the MICRODIS Project. The text in these chapters is taken directly from official project documents which have been signed and agreed to by each MICRODIS consortium member at the beginning of their participation in the project.

Consortium Agreement Rules for Publication

Document: *Consortium Agreement: MICRODIS Contract No: 036877 pp.24-26*

CHAPTER 10: Publications, Press Releases and Reports to the Commission

10.1 General Principles

It is understood that any publications or communication made pursuant to this Section is required to indicate the contribution made by each of the partners in the project. All written or oral public disclosures will acknowledge the Project and acknowledge that the Project received funding from the Commission’s Sixth Framework Programme.

Nothing in the Consortium Agreement shall be construed as conferring rights to use in advertising, publicity, or otherwise, the name of the partners or any of their marks or logos, without their prior written approval.

All publications will expressly reflect that they have been developed within the project and will include a disclaimer saying: “This publication is an output of MICRODIS, a research project supported by the European Commission’s Sixth Framework Programme.”

10.2 Publication of Own Knowledge

For the avoidance of doubt each partner shall have the right to publish or allow the publishing of data which constitutes such partner’s knowledge, pre-existing know-how or Confidential Information it owns in accordance with the Contract, Annex 2 II. 33.3. For the avoidance of doubt, no partner shall have the right to publish or allow the publishing of data which constitutes another



partner's knowledge, pre-existing know-how or confidential information unless approved by that partner prior to publication.

10.3 Other Publications

Any publication or communication incorporating another partner's knowledge, pre-existing know-how or confidential information, whether written or oral, is required to have obtained the consent of the partners concerned. To this end, the partner or partners wishing to make a publication will provide a copy of the abstract of the publication manuscript and a reasonably detailed description of any oral presentation to the other partners and the Commission via the Coordinator at the earliest practicable time, but in any event within the least thirty (30) days prior to any proposed submission for publication of any manuscript or any presentation or other public disclosure date.

Each partner is entitled to request that its confidential information shall be deleted from such publication or communication. Each partner may also object to the publication within a period of twenty (20) days from receipt of the proposed publication, if they consider that the protection of their knowledge would be adversely affected. In such case, the partners agree to delay the publication up to a maximum of sixty (60) days after objection to allow for protection.

If none of the partners object to the publication with one (1) calendar month from the date of referral, consent shall be deemed to be given.

The Project Steering Committee shall try a prior settlement of the disputes on matters provided by this Section. However, none of the partners concerned may withhold its consent to publication or communication upon the expiry of a period of four (4) calendar months following the first submission of the proposed publication or communication.

10.4 Disclaimer and Marking of Confidential Information Provided to the *Commission*

In addition to Annex 2 II.12 of the *Contract*,

(a) All information provided to the *Commission*, publications and press releases, shall have a disclaimer saying "The information in this document is provided as is and no guarantee or warranty is given that the information is fit for any particular purpose. The user thereof *uses* the information at its sole risk and liability."

(b) Confidential information provided to the *Commission* will be marked stating the information is confidential and may be used only for information purposes by Community Institutions to whom the *Commission* has supplied it.

10.5 Publication to Qualify for a Degree

Where a person carrying out work on the *project* on behalf of a *partner* (the "Relevant *partner*") needs to include *pre-existing know-how* or *knowledge* of another *partner* in a publication to qualify for a degree, dissertation or thesis, approval for *use* shall be obtained from the appropriate *partner* owning such rights or affected by the *use* in accordance with the provisions of Annex 2 II.12 of the *Contract*, such approval not to be unreasonably withheld.



To ensure that the planned date of publication can be met the approval of the relevance parties shall be sought at least three (3) months before the latest date on which (pursuant to the qualification procedures) the contents of the planned publication can be altered. The *partners* agree to cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree, which includes their *knowledge* and/or *pre-existing know-how*. The *partners* undertake to cooperate to resolve disputes as to the contents of such publications in order to ensure timely release of the publication.

Annex II Rules for Publication

Document: MICRODIS GOCE Contact number 036877 ANNEX II (approved by the Commission on 23 October 2003 – Decision C (2003) 3834 dated 23.10.03) pp.12-15

PART A: Implementation of the Project

II.9 Confidentiality

1. The *Commission* and the *contractors* undertake to preserve the confidentiality of any document, information, *knowledge*, *pre-existing know-how* or other material communicated to them in relation to the execution of the *project*, and which has been identified as confidential in relation to the execution of the *project*, or where such information was provided orally, it has been confirmed as such in writing within 30 days after disclosure. Where the *contract* provides for the communication of any data, *knowledge*, *pre-existing know-how* or other document, the *contractors* and the *Commission* shall first satisfy themselves that the recipient will keep it confidential and use it only for the purpose for which it is communicated.
2. The confidentiality of any document, information or other material, the disclosure of which could harm, interfere with or otherwise limit the effective protection of their intellectual property rights, must be maintained during the life of the *project*. Unless other agreements are made between the *contractors*, this confidentiality must be maintained for the period in which *use* of any *knowledge* or *pre-existing know-how* is to be made available after the end of the *project*. This obligation no longer applies where:
 - a. the content of any of the document, information or material becomes publicly available through work or actions lawfully performed outside this *contract* and not based on activities under it, or
 - b. the content of the document, information or material has been communicated without confidentiality restrictions or these are subsequently waived, or
 - c. the information is lawfully received from a third party who is in lawful possession thereof and under no obligation of confidence to the disclosing party.

II.12 Publicity



1. The *contractors* shall, throughout the duration of the *project*, take appropriate measures to ensure suitable publicity for the *project* in order to highlight the *Community* financial support. Unless the *Commission* requests otherwise, any notice or publication by the *contractors* about the *project*, including at a conference or seminar, must specify that the *project* has received research funding from the *Community's* Sixth Framework Programme. Where use of the European emblem, or any similar trademark or logo, is envisaged, prior approval shall be required from the *Commission*. Authorisation to use the European emblem or other similar mark or logo implies no right of exclusive use. It does not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means.
2. The *Commission* shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:
 - a. the name of the *contractors*;
 - b. the general purpose of the grant in the form of the summary provided by the *consortium*;
 - c. the amount granted and, except for lump sum contributions, the rate of the *Community* financial contribution to the *project*;
 - d. the geographic location of the activities carried out.
3. Upon a reasoned and duly substantiated request by the *contractor*, the *Commission* may agree to forego such publicity if disclosure of the information indicated above would risk compromising the *contractor's* security or commercial interests.

PART C: Intellectual Property rights

II.33 Protection of knowledge

1. Where *knowledge* is capable of industrial or commercial application, its owner shall provide for its adequate and effective protection, in conformity with relevant legal provisions, including this *contract* and any *consortium agreement*, and having due regard to the *legitimate interests* of the *contractors* concerned. **Details of any such protection sought or obtained shall be included in the plan for using and disseminating the knowledge.**
2. Where a *contractor* does not intend to protect its *knowledge* in a specific country it shall inform the *Commission*. Where a *contractor* intends to waive the protection of its *knowledge*, the *Commission* shall be informed at least 45 days prior to the corresponding deadline. In such a case and where the *Commission* considers it necessary to protect such *knowledge* in a particular country, it may, with the agreement of the *contractor* concerned, adopt measures to protect the *knowledge*. In this event, and as far as that particular country is concerned, the *Community* shall take on the obligations regarding the granting of *access rights* in the place of the *contractor*. The *contractor* may only refuse if it can demonstrate that its *legitimate interests* will be significantly impaired.
3. A *contractor* may publish or allow the publication of data, on whatever medium, concerning *knowledge* it owns provided that this does not affect the protection of that *knowledge*. The *Commission* and the other *contractors* shall be given 30 days prior written notice of any



planned publication. If, before the end of this period, the *Commission* and/or the other *contractors* so request, a copy of this data shall be communicated to them within 30 days after receipt of such request. The *Commission* and the other *contractors* may object to the publication within 30 days after receipt of the data envisaged to be published, if they consider that the protection of their *knowledge* would be adversely affected by this publication. The planned publication shall be suspended until the end of this consultation period. In the absence of any objection within the above-mentioned period, it is deemed that the *Commission* and the other *contractors* agree.

The *consortium agreement* may specify the practical details of any such right to object.

II.34 Use and dissemination

1. The *contractors* shall *use* or cause to be used the *knowledge* arising from the *project*, which they own, in accordance with their interests. The *contractors* shall set out the terms of *use* in a detailed and verifiable manner, notably in the *plan for using and disseminating the knowledge*, and in accordance with the provisions of this *contract* and the *Rules for Participation*.
2. If *dissemination of knowledge* would not adversely affect its protection or its *use*, the *contractors* shall ensure that it is disseminated within a period of two years after the end of the *project*. Should the *contractors* fail to do so, the *Commission* may disseminate the *knowledge*. In so doing, the *Commission* and the *contractors* shall take particular account of the following factors:
 - a. the need to safeguard intellectual property rights;
 - b. the benefits of swift *dissemination*, for example in order to avoid duplication of research efforts and to create synergies between *projects*;
 - c. confidentiality;
 - d. the *legitimate interests* of the *contractors*.

Conclusion

A main objective in the MICRODIS Project revolves around collaboration between the consortium partners and dissemination of information to the global community. It is hoped that a good-willed and friendly approach to all issues of access to and use of data will be exhibited by each partner. As partners in an integrated project, we will strive to have respect for those who have worked hard to collect the data and encourage all to participate positively in the use and analysis of MICRODIS data.

When in doubt, please consult the official MICRODIS project documents related to these issues. The coordination team is also available to provide support to partners and country teams related to these issues, with all larger concerns being brought to the Steering Committee where necessary.