

**Subject: Agreement Project-code between Project-owner and CR-birding Partners**

**CR-birding Partners:**

Dirk Raes, [REDACTED], Belgium, owner and manager of the website CR-birding.org. Hereinafter referred to as: 'Dirk Raes'.

The Royal Netherlands Academy of Arts and Sciences, having its business address at Kloveniersburgwal 29, 1011 JV, Amsterdam, acting for *Vogeltrekstation Dutch Centre for Avian Migration and Demography NIOO-KNAW*, PO Box 50, 6700 AB Wageningen, the Netherlands, lawfully represented by its Managing Director, Dr. ir. Petra van den Berg. Hereinafter referred to as: 'Vogeltrekstation'.

The association with full legal capacity *Sovon Dutch Centre for Field Ornithology*, with its registered legal seat in Nijmegen and having its business address at Toernooiveld 1, 6525 ED Nijmegen, registered with the Chamber of Commerce under number 40534547, and lawfully represented by its Director, drs. Theo Verstrael. Hereinafter referred to as: 'Sovon'.

**And:**

**Project-owner:**

**Name Project:**

**Bird Species:**

**Project-code:**

**Address Project-owner:**

Hereafter referred to as '**Project owner**' and '**CR-birding Partners**',

**Considering:**

That CR-birding Partners have jointly built and jointly manage a web-application and databank for ringing data and observations of colour-ringed birds, named **CR-birding submit**.

That **CR-birding submit** is an extension to, and will be further integrated into the website CR-birding.org, which is built and managed by Dirk Raes.

That **CR-birding Partners** want to increase the use of colour-ringing data for analyses on the demography and movements of birds for science, management and conservation.

That **CR-birding Partners** want to facilitate easy submission of observations of colour-ringed birds by observers.

That **CR-birding Partners** have signed a second agreement on the terms and conditions under which the joint management, maintenance and development of CR-birding.org and CR-birding submit are agreed and that this agreement is included with the current agreement as a supplement.

**Agree to:**

**1. Definitions**

**Project:** Colour-ring project with the above specified name, species, project code and project owner.

**Project data:** ringing data and observations of birds of the above specified colour-ring project.

**CR-birding partners:** Dirk Raes, Vogeltrekstation (NIOO-KNAW), Sovon Vogelonderzoek Nederland.

**CR-birding submit:** The CR-birding Web *application* and CR-birding Web *databank* for submitting observations of birds of contributing colour-ring projects to retrieve direct feed-back of the life history of the bird. It consists of ringing data of individual birds (ring number, colour code, place of ringing, date of ringing, sex and age and biometric data) and the registered observations of these birds (place of observation, date of observation and other data related to the observation).

**Annual fee:** An annual fee is paid by Project owner to CR-birding partners to cover the costs of participation in CR-birding submit. The height of the annual fee depends on the nature and size of the project.

**2. Objective and responsibilities**

- 2.1. The objective of this agreement is to arrange the use of **CR-birding-submit** and to formalise the ownership of the **Project data** that will be collected and stored.
- 2.2. **Project-owner** is responsible for data quality and management of the **Project data**, for correspondence with observers and for keeping relevant **Project** information up to date.
- 2.3. **CR-birding partners** are responsible for maintaining the **CR-birding submit** web application and databank, and for guaranteeing accessibility for **Project-owner** to the **Project data** and for observers to submit observations and retrieve life histories of birds belonging to the **Project** for the period this agreement is valid.
- 2.4. The responsibilities in 2.3 are limited to what can be reasonably achieved subject to the limitations as laid down in the Service Level Agreements of Vogeltrekstation and Sovon.

- 2.5. In case the **Project-owner** is structurally not fulfilling the tasks necessary for the proper management of the **Project** (not uploading ringing details of newly ringed birds, not answering emails of observers) or is not paying the annual fee, **CR-birding partners** reserve the right to terminate this agreement.
- 3. Data management, ownership and use**
- 3.1. All Data stored in the **CR-Birding submit** databank is carefully protected from loss, misuse, unauthorized access or disclosure, alteration, or destruction. **Project data** is password-controlled and management and use of **Project data** is thereby limited to **Project-owner** and **CR-birding partners** under the restrictions laid down in 3.3, 3.4 and 3.5.
- 3.2. **Project-owner** has and holds the rights to the **Project data** and is owner of ringing data and observations of birds of this **Project**.
- 3.3. **Project-owner** can download and use, alone or with others, all **Project data** allocated to the **Project** as held in the **CR-Birding submit** databank.
- 3.4. **Project-owner** will inform **CR-birding partners** of the use of data downloaded from **CR-Birding-submit**.
- 3.5. **CR-birding partners** can, alone or with others, use the **Project data** after written permission of the **Project-owner**.
- 4. Annual fee**
- 4.1. Projects are classified as private or professional by **CR-birding partners** according to the financial annex below.
- 4.2. Based on the **Professional/Private** nature of **Project-code** and the total volume of colour-ringed birds presumed alive at the signing of this contract being **>100/<100/>500/<500**, the **annual fee** will be **€50/€100/€500/€1.500** for **Project** to use CR-birding submit, starting in **year**. This fee excludes VAT and may be indexed. See Annex 1 for more details about financial arrangements.
- 4.3. The complete **annual fee** is paid for each year the project is participating in CR-birding submit and as long as this agreement is valid. The **annual fee** is waived in the first year of participation when the participation started after 30 June of that year.
- 5. Liability**
- 5.1. Liability of the **Project owner** and **CR-birding partners** is limited to direct material and typical foreseeable damage, unless caused by intention or gross negligence.
- 5.2. **Project owner** and **CR-birding partners** can under no circumstances be held liable for loss of production, loss of profit or any other consequential economic loss.
- 6. Duration and termination**
- 6.1. This agreement will be binding after signing and payment of the annual fee until terminated as laid down in 6.2.
- 6.2. This agreement can be terminated by **Project-owner** or **CR-birding partners** in writing each year for the next year, but no later than 15 October of the running year.
- 6.3. If **Project-owner** wants to end or transfer ownership of the **Project** or wants to end the management of the **Project** while birds belonging to the **Project** are still alive and can be reported by observers, an additional agreement with CR-birding partners will be made. This agreement aims to settle the terms under which the **Project** will be continued by **CR-birding partners** and the potential transfer of ownership of the **Project data**.

Signed and agreed,

Project-owner

Hoofd Vogeltrekstation *on behalf of CR-birding partners*

Place.....

Place.....

Date .....

Date .....

## Financial annex and other arrangements

- An invoice for the annual fee will be sent by Vogeltrekstation, after which the fee can be transferred to account NL96DEUT0438411501 with Project name, Project code and year for which it is paid.
- The complete annual fee is paid for the first year the **Project** participates in **CR-Birding submit** when participation was before 1 July of that year.
- A **Project** is defined as 'professional' when a professional organisation invests or pays for time and resources spent to run the **Project**.
- A **Project** is defined as 'private' as the project is carried out in private time.
- A **Project** is defined as 'professional' when it has both professional and volunteer components.
- A professional **Project** becomes a voluntary **Project** when the funding as above is terminated.
- The annual fee amounts to:
  - € 50,- for volunteer projects with less than 100 individual birds
  - € 100,- for volunteer projects with more than 100 individual birds
  - € 500,- for professional projects with less than 500 individual birds
  - € 1.500,- for professional projects with more than 500 individual birdsThis fee excludes VAT when applicable.
- The size of the **Project** (number of individual birds of which observations can be made) will be assessed at the start of using **CR-birding submit** and each year in October for the annual fee of the next year. Adjustments to the annual fee will be made on the basis of passing a numerical threshold in newly added individual birds to the **Project** (higher annual fee) or when with common sense the number of individual marked birds still alive is passing a numerical threshold (lower annual fee).
- The annual fee may be subject to indexing by **CR-birding partners** according to normal price fluctuations with a maximum of 2%. **Project-owner** will be informed about indexing before the start of the year for which the indexed annual fee will be valid.