

**LIVING MARINE RESOURCES PROGRAM  
BAA SOLICITATION  
APPENDIX B**

***DATA RIGHTS AND HANDLING PROCEDURES AGREEMENT***

*August 2015*

1. Copyright shall not be claimed by the Contractor, Teaming Partners, or their Sub-Contractors for any material collected or produced under this contract. All data and information collected under this contract is to remain in the public domain and shall be made available, as requested, to the Contracts Officer Representative (COR) or Alternate COR (ACOR).
2. The Navy requires the ability to use data collected under this contract for regulatory compliance, environmental planning, public outreach, and/or other reports and documents, as needed. The Navy will consult the scientist(s) collecting the data for further analysis as necessary, subject to the scientist(s) ability to meet Navy schedules and mission requirements. The Navy shall give proper credit in any presentation or report to the Contractor or Sub-Contractor who collected the data.
3. The Contractor or Sub-Contractors who acquired the data retain the sole right to publish on those data for the duration of the project or contract, unless otherwise agreed upon. After project or contract completion, others can use, analyze, or publish on the data as long as the Navy and the Contractor or Sub-Contractor who acquired the data is acknowledged. The Navy will be provided an opportunity to review any publications in an advisory capacity prior to final publication, but any comments from the Navy are not binding, with the exception of issues deemed to potentially impact national security. The COR or ACOR and other Navy technical experts should be included as co-authors if they contribute in a significant manner to the work being published on. Proper credit shall be given to the Navy sponsor for funding this work. The Contractor or Sub-Contractor shall furnish PDF copies of each publication to the COR or ACOR at no additional expense.
4. Reports specified within the Scope of Work are considered contract deliverable products and may be subject to QA/QC review by the primary contractor as well as review and commenting by the COR or ACOR. All comments on draft reports shall be resolved to the mutual satisfaction of both Navy and the original authors. The Navy shall not modify the language or data contained in any report (published or otherwise) without prior written permission from the Contractor or Sub-Contractor who prepared the report.
5. Contractor or Sub-Contractors may present their work to professional societies or the public. Abstracts of presentations dealing with work funded under this contract shall be provided to the COR or ACOR prior to or concurrent with submission for presentation as a courtesy, but COR or ACOR approval is not required. Proper credit shall be given to the Navy sponsor for funding this work. The Contractor or Sub-Contractor shall provide a copy of the final presentation in electronic format to the COR or ACOR.

6. Use of photographs taken under the authorization of a NMFS Scientific Research Permit must be accompanied by a statement indicating that the photos were taken pursuant to a NMFS Scientific Research Permit. The Navy may use any photographs taken under this contract, but will attribute this material to the Contractor or Sub-Contractor and include the accompanying permit information.
7. All visual survey and tag data collected under the contract will be contributed as complete data sets (including all attributes or metadata as well as effort or survey trackline data) to databases specified by the COR or ACOR in the contractual agreement (such as OBIS-SEAMAP online database, Animal Telemetry Network (ATN), Navy's Environmental Information Management System (EIMS), HRC Sighting Atlas database, and/or other databases). Data format and standards should follow guidelines established in the contract unless otherwise directed by the COR or ACOR.
8. All geospatial data produced under this contract will adhere to the requirements as specified in Appendix C (Geospatial Data Requirements).
9. The procedures described in Appendix D (U. S. Navy Handling Procedures for Ocean Observing Systems (OOS) Data) and Appendix E (Ocean Observing Systems (OOS) Awareness and Compatibility Memorandum) shall be followed when acoustic recordings are obtained, as specified by the COR or ACOR in the contractual agreement.
10. All data collected under the contract will be archived. At a minimum, there should be two copies of the data, preferably with each copy in a different location. For visual survey and tag data, contribution into databases described under #7 above can be considered as one of the acceptable locations.