

Terms of Use of the information system and the data of the Observatory on LAKes (OLA-IS¹)

The Terms of Use herein apply 1) to the use of data from the Lakes Observatory (OLA) produced and managed by INRAE (laboratory of Thonon-les-Bains, France) and its partners, its own data and the data of third parties which INRAE of Thonon-les-Bains is the custodian, and 2) to the computer application that manages and makes these data available. Any use of the OLA information system and any extraction of data implies the acceptance and respect for all of the terms of the general terms of use herein.

They constitute an agreement between OLA (INRAE of Thonon-les-Bains and its partners) and the person requesting the use, defined hereinafter as the User.

ARTICLE 1 - DEFINITIONS

The OLA-IS information system: Refers to the entirety of the database of the Lakes Observatory (OLA) and the computer application that manages and makes said data available. The information system is made available to the User under the Terms of use (ToU) herein. It contains the Data and the Derived Data.

The OLA Database: Refers to the entirety of the data from the Lakes Observatory (OLA) managed by INRAE of Thonon-les-Bains (France) and its partners.

ToU: refers to the terms of use of the OLA-IS information system.

Data: refers to all or part of the data contained in the information system of which INRAE of Thonon-les-Bains and its partners are producers and/or custodians, and which benefit from the protection provided by the Code of Intellectual Property.

Derived data: refers to any data having a clear relationship with the Data of the OLA-IS information system, including any adaptation, arrangement, and modification of the Database.

The Derived Data are subject to the same terms that the ToU that apply to the Data.

Intellectual property rights: refers to the set of rights relating to the activities of creation, use, and intellectual work.

The **User:** refers to the user that has accepted the terms of use herein or who obtained the express authorization to exercise the rights provided for in these ToU.

When they are singular, these terms include the plural and vice versa.

ARTICLE 2 - PURPOSE

The ToU herein are intended to define the terms of provision of the Data, the terms of use of the information system, and the rights and obligations related to the use of the data.

ARTICLE 3 – NATURE OF THE DATA

The OLA information system is designed for the management, banking, and provision of biological, chemical, physical, and biogeochemical data managed by INRAE of Thonon-les-Bains.

The observation system focuses on long term monitoring, mainly of the peri-alpine lakes which include Lake Geneva, Lake Annecy, Lake Bourget and Lake Aiguebelette, however so concerns small altitude lakes (sentinel lakes).

The data contained in the information system are on the one hand the data obtained *in situ* as the general

¹ Observatory on LAKes – Information System
Février 2021

conditions for sampling, the transparency of the water, the data from multi-parameter probes (pH, temperature, O₂...), etc., over the entire water column at discrete depths; and on the other hand, the data from counting or analyses obtained in a laboratory (chemical physics, phytoplankton, zooplankton, primary production, etc). The entirety of the metadata and the available data can be viewed directly on the web interface of the OLA-IS.

These data are used for scientific purposes by researchers from INRAE of Thonon-les-Bains and their partners, as well as public or private environmental structures (State services, local authorities, research firms, and industries). The Data are available to all free of charge, via a registration on the site and the compliance with the Terms of Use.

ARTICLE 4 – INTELLECTUAL PROPERTY

The Data are protected under copyright law. Accordingly, the owner(s) of the Data hold all moral and economic rights relating thereto.

These ToU cause no change in ownership. The data usage rights granted within the framework of Article are expressly subject to compliance with the ToU herein. Any breach by the User will be considered a serious violation of these terms.

In respect of the moral rights held by INRAE of Thonon-les-Bains and its partners regarding the data, the User undertakes to mention the origin of the Data on any medium of communication or any form of reuse, regardless of the mention of its copyright, in the following way:

Quote:

The source of the data obtained from the SI-OLA must appear in the article or the acknowledgments by jointly citing the DOI <https://doi.org/10.4081/jlimnol.2020.1944> and the partners and managers according to the lakes.

Example of quote : The datasets used for Lake Geneva/ Annecy/Bourget /Aiguelette /etc.... are obtained at a single sampling point referred to as SHL2/Grand lac/PointB/PointA/etc, corresponding to the deepest and pelagic part of the lake. Data were obtained bi-monthly, except for the winter period, for which sampling is performed once a month (© OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, CIPEL or SILA or CISALB or CCLA or.., [Rimet et al. . <https://doi.org/10.4081/jlimnol.2020.1944>])

Rimet F, Anneville O, Barbet D, Chardon C, Crépin L, Domaizon I, Dorioz J-M, Espinat L, Frossard V, Guillard J, Goulon C, Hamelet V, Hustache J-C, Jacquet S, Lainé L, Montuelle B, Perney P, Quetin P, Rasconi S, Schellenberger A, Tran-Khac V, Monet G. The Observatory on LAkes (OLA) database: Sixty years of environmental data accessible to the public. *jlimnol* [Internet]. 27Feb.2020 [cited 2Apr.2020]; Available from: <https://jlimnol.it/index.php/jlimnol/article/view/jlimnol.2020.1944>

Must therefore be cited according to the data used :

-For data concerning lake Geneva (Léman) : OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, CIPEL [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

- For data concerning lake Annecy: OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, SILA [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

- For data concerning lake Bourget : OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, CISALB [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

- For data concerning lake Aiguebelette: OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, CCLA [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

-For data concerning sentinel lakes (altitude lakes²):-IS, AnaEE-France, INRAE of Thonon-les-Bains, Asters, GIS LACS SENTINELLES [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

-And any possible concatenation as appropriate: ex ; If data concern lakes Annecy, Bourget, Geneva :OLA-IS, AnaEE-France, INRAE of Thonon-les-Bains, SILA, CISALB, CIPEL [Rimet et al. <https://doi.org/10.4081/jlimnol.2020.1944>]

The User is the owner of the rights relating to the work which enabled the derivation.

ARTICLE 5 - TERM FOR OBTAINING THE DATA AND FOR THE USE OF THE INFORMATION SYSTEM

The information system has a summary feature that indicates which data are present in the information system.

To access the different modules of Data extraction, the User must make a request by creating his or her profile. She or he must:

- > Fill out the online form and indicate to the OLA the data he or she wishes to access, on which study site, and for what purpose.
- > Accept the ToU herein.

The User's application will be subject to validation OLA scientists, then he or she will receive personalized access to the various extraction modules.

The User's access to the Information System is limited to three months from the validation of his or her application. An extension may be made but it must be made 15 days before the end of the three-month period. After this period, access will be closed and the User will have to make a new request that will be processed as a new application.

ARTICLE 6 - RIGHTS AND OBLIGATIONS

6.1 Rights and obligations of OLA (INRAE of Thonon-les-Bains and its partners)

From the moment the User created his or her account, accepted these Terms of use in accordance with Article 5 of the ToU herein, and received the approval of the data producers, INRAE of Thonon-les-Bains, as the host of the OLA-IS Data, makes available to the User the Data requested for the period requested via an account (login/password) that allows access to the extraction modules by type of data.

This availability grants the User a right of use of the Data that is free of charge, non-exclusive, non-transferable, and non-assignable, for any use or reuse other than its commercial or industrial exploitation.

INRAE of Thonon-les-Bains and its partners undertake to implement the means at their disposal to build and

² Anterne, Aratilles,,Arbu,Aumar, Arpont, Barroude, Blanc du Carro, Bresses inférieur, Bresses supérieur, Brévent, Bramant, Blanc du Bramant,Corne, Cornu, Cos, Estany Gros, Espingo, Gentau,Gourg gaudet, Isaby, Izourt,Jovet, Lauzanier, Malrif, Merlet supérieur, Mont Coua, Muzelle, Noir du Carro, Oncet, Pavé, Pétarel, Pisses, Plan Vianney, Pormenaz, Port Bielh, Rabuons

update the Database as well as the extraction modules. In any case, no obligation of results can be charged against them.

In order to respect private life, INRAE of Thonon-les-Bains and its partners agree that their collection and processing of personal information be carried out in accordance with Law no. 78-17 of 6 January 1978 on data processing, files, and freedoms, known as the Loi "Informatique et Libertés" (Data Protection Act). Accordingly, this information will be the subject of a declaration to the CNIL (Commission nationale de l'informatique et des libertés [National Commission for Computing and Liberties]).

6.2 Rights and obligations of the User

6.2.1 The User is authorised to use the information system and its Database, as well as the Derived Data, for his or her own purposes, excluding any other right.

She or he may change or modify the Data that she or he would extract to produce derived works.

6.2.2 The User is aware and accepts the constraints and terms of issuance of the Data.

- (a) The User takes full responsibility for the use he or she makes of the Database and the Derived Data.
- (b) He or she undertakes to inform INRAE of Thonon-les-Bains of the use made of the Data.
- (c) The User is not allowed to give, make available, or transfer to a third party, in any way, whether directly or indirectly, partially or not, the Database and the Derived Data. Furthermore, the User agrees to retransmit to INRAE of Thonon-les-Bains any request for communication of the data which would be addressed to him or her (si-ola@inrae.fr).
- (d) The User declares that he or she will not commercially or industrially exploit, directly or indirectly, the Database and the Derived Data.
- (e) In the framework of the publication of his or her results or any communication, the User undertakes to mention the origin of the data in accordance with Article 3 of the ToU herein, and to transmit a copy of its publications to INRAE of Thonon-les-Bains (si-ola@inrae.fr).
- (f) If the User finds the slightest anomaly in the extracted data or in the extraction modules, she or he undertakes to immediately inform INRAE of Thonon-les-Bains which will provide the User, as far as possible, with the responses needed for a correct use of the Data.
- (g) The database was built to promote scientific collaborations and interactions. Users are therefore strongly encouraged to contact the OLA-SI data producers, and to collaborate and/or cooperate in the drafting of projects and articles with them.

6.2.3 The User is personally liable for breaches of the provisions herein.

ARTICLE 7 - LIABILITY

It is expressly specified that the Data is made available "as is". INRAE of Thonon-les-Bains and its partners reserve the right, at any time and without notice, to modify and make corrections to the Data. INRAE of Thonon-les-Bains and its partners disclaim any liability relating to the quality, accuracy, and completeness of the Database including, and especially when the data comes from third parties.

Therefore, INRAE of Thonon-les-Bains and its partners cannot be held liable in any way by the User downloading the Data or by third parties, due to the content or the characteristics of the Data provided, due to the absence or the inaccuracy of the Data, or due to the exploitation and use made of the Data.

INRAE of Thonon-les-Bains and its partners shall not act as guarantors in the event of violation of third party rights and it reserves the right to seek redress in the event of prejudice due to the noncompliance of the ToU

herein when the Basic or Derived Data are used.

INRAE of Thonon-les-Bains and its partners shall not be held responsible or jointly responsible for the consequences, accidents, and/or non-material damages, such as loss of profit, loss of production, loss of Data or information, loss of enjoyment of rights, and partial or total interruption of activities by any User of Basic or Derived Data.

INRAE of Thonon-les-Bains and its partners shall not be considered as failing for any breaches of their obligations arising out of the ToU herein when said breach is manifestly a result of a fact attributable to 'force majeure', as defined in Articles 607, 1148, 1302, 1348, and 1722 of the French Civil Code or of any fact beyond its control that cannot be prevented, despite its reasonably eventual efforts, such as technical malfunctions. The User makes use of the Data, under the terms of the ToU, under his or her sole responsibility and at his or her own risk. He or she is responsible for the use and exploitation of the Data.

ARTICLE 8 – TERM AND TERMINATION

8.1 The ToU herein are concluded for a period of five (5) years from the acceptance of the ToU and the downloading of the data by the User.

Beyond the five years, the User agrees to destroy all of the Data transmitted under the ToU herein, together with their copies, and discontinue any use.

8.2 INRAE of Thonon-les-Bains and its partners reserve the right to terminate the distribution or provision of said Database without prior notice.

The User agrees to destroy all of the Data transmitted under the ToU herein, together with their copies, and discontinue any use once she or he has put an end to the operation of the OLA Database.

At the end of the term or at the termination of these ToU, the User shall no longer enjoy any of the rights set forth herein.

ARTICLE 9 - APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

The ToU herein are governed by French law and interpreted in accordance with the provisions of the latter. The User and INRAE and its associated producers shall strive to amicably resolve any dispute that might arise from the interpretation or the execution of the terms of the ToU herein.

In case of persistent disagreement, the assignment of jurisdiction is made to the competent courts within the jurisdiction of the head office of INRAE.

ARTICLE 10 - CONTACT AND SPECIFIC CONDITIONS

Any use of the information system outside what is defined herein should be directed to INRAE of Thonon-les-Bains at si-ola@inrae.fr.

If INRAE of Thonon-les-Bains does not expressly respond to the request within a period of thirty (30) days, then the request is by default considered as refused.