

## **Southern Tasmanian Caverneers Inc. Data & Information Policy.**

Adopted at the General meeting 5th March 2003.

### **1) Introduction.**

Southern Tasmanian Caverneers Inc. (forthwith known as "the Club") is an organisation dedicated to the discovery, exploration, mapping, scientific study, conservation and management of karst and caves. As such, the club and its members hold large quantities of Data and Information. Much of this Information may be of a sensitive nature and therefore careful thought needs to be given to its use and distribution.

### **2) Definitions.**

- a) "Data" is defined as but not limited to GPS data, survey data (both above and below ground), survey notes etc.
- b) "Information" is defined as but not limited to photographs, scientific data, personal trip reports, rigging information, surface maps, cave maps, other published articles, website information, electronic copies of the Spiel or other Club Publications and email contributions to the listserver etc.
- c) "Work" is defined as but not limited to scanning documents, inputting data, proof-reading, typing text, creating and writing software etc.
- d) Speleo Spiel (forthwith known as "the Spiel ") is the official newsletter of the Club.
- e) "The Archive" is the Club's central electronic record of Data and Information. Copies of the Archive may be held by individual Club members.
- f) "Speleology" is the term used for all activities which further the study of caves. It includes but is not restricted those activities outlined in the Introduction (above).
- g) A "Cave" refers to the cave and its contents both animate and inanimate.
- h) "The Club" refers to Southern Tasmanian Caverneers Inc. (STC) and the three clubs which amalgamated during its formation in 1996; namely Southern Caving Society, Tasmanian Cave and Karst Research group and Tasmanian Caverneering Club and its members. It also refers to their assets and publications.
- i) "Publications" refers to all publications of the Club and its former constituent clubs, including but not limited to Speleo Spiel, Southern Caver, TCKRG Bulletins, TCC Exploration Journal, TCKRG Circulars.

### **3) Purpose.**

- a) The Spiel is the mechanism via which the Club publishes Information in a form suitable for the general public as well as Club members.
- b) The Archive should act as a central collection point for all Data and Information accumulated by the Club and as an electronic back-up for this Data and information.
- c) The Archive should act as permanent record of the achievements of the Club and should therefore contain electronic copies of the Spiel and all other Club Publications.
- d) The purpose of the Archive is to avoid the expenditure of time effort involved in duplicating Data and Information.
- e) The Archive is designed to ensure that Data and Information is not lost from the club. when members leave the Club or pass on.

- f) Data and Information contained in the Archive is designed to facilitate the discovery and exploration of caves.
- g) The Data and Information contained in the Archive should enable the club to assist the Australian Speleological Federation to achieve one of its major aims, namely that of fully documenting the cave heritage of Australia.
- h) The Data and Information contained in the Archive should assist cave scientists in their studies.
- i) The Data and Information contained in the Archive should be able to be used in matters of cave and karst conservation.
- j) Data and Information contained in the Archive should assist the club in making decisions about cave management.

#### 4) Policy.

- a) Copies of the Archive are only to be circulated to financial club members who meet the criteria outlined in this Policy.
- b) The Club will keep a record of those members who hold a copy of the Archive.
- c) Club members will not make unauthorised copies of the Archive.
- d) The Data and Information contained in the Archive are to be used for Speleological purposes only.
- e) Data and Information in the Archive are not to be used in any manner that may result in some detrimental effect upon a cave or karst feature. Club members should keep this in mind at all times and therefore hopefully avoid inadvertent misuse of the Data or Information.
- f) Club members are not to circulate Data and Information contained in the Archive to any third party without approval of the STC Committee (forthwith known as "the Committee").
- g) Club members are not to sell or otherwise profit from Data and Information contained in the Archive or Work done on the Archive, however, the club may at the discretion of the Committee decide to sell or otherwise profit from the Information contained in the Archive.
- h) The Club needs to be aware of the sensitivity of some of the Information contained in the Archive (for example Information that relates to indigenous persons) and that its circulation and use needs careful consideration.
- i) Club members are entitled to publish information contained in the Archive as part of their Speleological studies, providing due credit is given to those persons who collected the Data, produced the Information or did the Work. Generally this means putting the names of the authors of the data on the map or other item being published, even if the information has been modified or added to. If there is any doubt about appropriate acknowledgment, the benefiting author should contact the original author(s) or, if the original author(s) cannot be contacted, the Club Committee.
- j) Copyright of all Data and Information remains with the individual who produced it unless it has been assigned to the Club.
- k) Club Members who forward their Data and Information to the Archive should sign the Copyright Assignment Agreement, the Copyright Licensing Agreement or the Combined Copyright Agreement. This is to ensure that these members are aware that copies of Data and Information that they have produced which is currently held by the Club, will be circulated freely as copies and updates of the Archive (see below).
- l) Copies of the Archive are only available to those members who have satisfied the Committee that they are entitled to hold a copy of the Archive.

- m) The eligibility of club members to hold a copy of the Archive will be determined by the Club Committee. This will be decided on a simple majority, with each member of the Committee to have a single vote and the Scientific Officer to have a casting vote. In its deliberations, the Committee will consider the applicant's willingness to contribute to the archive.
- n) Persons deemed to be major contributors to the Archive may be welcome to join the Committee during its deliberations concerning the eligibility of Club members to hold a copy of the Archive or pass on copies of the Archive. Applications to join the Committee should be made in writing.
- o) A Club member who in special circumstances may wish to pass on Data and Information to a third party may do so with the approval of the Committee. The entitlement of a Club member to do so will likewise be determined by a simple majority of the Committee as above. The Committee may impose conditions in relation to passing on data to third parties. Applications should be made in writing.
- p) The Club should make every endeavour to ensure that the Data and Information contained in the Archive was obtained legitimately and that those people responsible for its collection are acknowledged.
- q) In all cases, Club members should do all that they can to ensure that the Data and Information they produce is as reliable as possible.
- r) Any breach of the Club's Data and Information Policy may result in action that could lead to the expulsion of the member concerned or even legal action against such a person.
- s) i) In circumstances where a financial gain could be derived from the Club's Data and Information, permission must first be gained from the original author(s) or, if the original author(s) cannot be contacted, then the Club Committee, in cases where this Data and Information is only licensed to the Club. If permission is granted then the Club may require a share in the profits.
- ii) In circumstances where a financial gain could be derived from the Club's Data and Information, where this Data and Information is assigned to the Club then the Club may wish to share some of the profits with the author(s).
- t) The signed Copyright Assignment Agreements, Copyright Licensing Agreements, Combined Copyright Agreements and Data will be kept in the Club library with other physical archives of the Club.
- u) Any person holding a copy of the Archive will return the Archive to the Club if requested by the Committee. The Committee can make such a request for any reason. For example, if the Club determines that the person has breached the terms of the Data and Information Policy, or the person has used the Data and Information or is likely to use the Data and Information, for purposes which conflict with the interests of the Club, its members, or speleology in general.
- v) Persons holding a copy of the Archive who are not members of the Club, including past members, are not entitled to hold or make use of the Archive without the express permission of the Committee. Persons ceasing to be members of the Club will return to the Club any copies of the Archive that may be in their possession.
- w) The Club's Electronic Archivist is responsible for updating the Archive.
- x) The Club's Committee is responsible for ensuring that the information in the Archive is secure and that members abide by the Policy.

## 5) Procedures.

a) Club members are encouraged to publish material in the Spiel as soon as possible.

b) Club members are encouraged to forward Data and Information to the club's Electronic Archivist, as soon as possible, such that the Archive can be regularly updated.

c) The Archive should be set up in a way that it is simple to use, accessible to as many Club members as possible, the software that drives it is unlikely to be superseded in the short term and that it is easy to maintain as a manageable long-term project. The Club should endeavour to circulate updates of the Archive at regular intervals.

d) If club members feel they hold data which is too sensitive to be included in the archive, they should seek approval of the committee. Acceptable reasons include but are not limited to;

-issues regarding the use of caves by indigenous persons.

-copyright issues.

-divulging locations of caves such that there is an increase in traffic and/or vandalism to that cave.

-information circulated to persons who may be employed by or contracting for limestone mining companies.

-information which would financially advantage commercial cave tour operators and for which the club would gain no benefit.

-information which may be of value to government departments and that they would otherwise paid for.

e) Those Club members who hold a copy of the Archive and are employed by Government or in any other cave related capacity, need to be careful about the way in which they use the Data and Information.

f) Club members should check that they have properly acknowledged all persons responsible for the collection of Data and the gathering of Information before it is submitted for inclusion in the Archive.

g) In order to ensure the reliability of the Data and Information that the Club produces members should conduct their explorations in a professional manner. Club members should document where they explore on the surface by carrying a GPS or by conducting an overland survey. Club members should survey caves as they are explored, they should promptly draw up the maps of caves they have surveyed and publish their maps and trips reports as soon as possible. Club members should tag the caves they find as soon as convenient.

h) Club members who use material published in the Spiel or other Club Publications should reference that material appropriately.

i) Updates of the Archive should be clearly dated to avoid confusion over versions.

j) Club members should be encouraged to assign copyright of their Data, Information and Work to the Club in their will.

k) Before including data in the archive, the Archivist should check it to ensure it is not sensitive as defined in Sect 5d. In such cases, the Archivist should refer the matter to the Committee.

## 6) Data and Information Sharing Agreement.

The club should make every endeavour to liaise with the various relevant Government Departments and semi-autonomous instrumentalities in order to produce a Data and Information Sharing Agreement to better document and record the karst and cave heritage of Australia

## Copyright Licensing Agreement.

This is an agreement between the undersigned Club member and Southern Tasmanian Caverneers Inc. ABN 73-381-060-862.

This agreement is valid for the life of the Club and extends worldwide.

I, \_\_\_\_\_(Club member), am willing to

non-exclusively license the copyright of all Data and Information published in Speleo Spiel, other Club Publications or contained in the Archive, for which I may hold copyright, to the Southern Tasmanian Caverneers Inc., solely for the purposes of making copies and updates of the Archive or publishing in Speleo Spiel. I believe that the material supplied by me in the past, at this time and all future material which I submit is or will be my own work and is not copyright to anyone else.

I realise that the Archive cannot be copied beyond the life of the Club. Should a new Speleological organisation be formed in Southern Tasmania then a new Archive may be created and new agreements must be reached between contributors and that organisation before my work can be copied. In the event of there being no new Speleological organisation formed, a copy of the old Archive is to be sent to the Australian Speleological Federation along with the other artefacts of the Club. Should they not be accepted by ASF then a copy is to be forwarded to the Tasmanian State Library. (These conditions correspond to the relevant clauses in the Club's constitution.) Beyond the life of the Club, individuals may use the Data and Information in the Archive for the purposes of their own Speleological studies but they are not entitled to make copies of the Archive.

Both parties understand that disputes concerning Copyright will be referred to the Tasmanian Legal Aid Commission for advice and resolution.

I have read and understood the Club Data and information Policy and agree to abide by its provisions in every respect.

Upon ceasing to be a Club member or at any other time if requested by the Club Committee, I agree to return all copies of the Archive that I may hold.

Signed by the Member \_\_\_\_\_, Date \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_(Public Officer STC) realise that this

This Copyright Licensing Agreement prohibits the club from reproducing the material in the Archive in any way other than under the terms outlined in the Policy. This means that the Archive and its updates is only to be copied and circulated to members who have satisfied the Committee that they are entitled to hold a copy and that it is to be used only for the purposes of Speleology.

Signed by the Public Officer on Behalf of the Club \_\_\_\_\_

Date \_\_\_\_\_

## Copyright Assignment Agreement.

This is an agreement between the undersigned Club member and Southern Tasmanian Caverneers Inc. ABN 73-381-060-862.

This agreement is valid for the life of the Club and extends worldwide.

I, \_\_\_\_\_ (Club member), am willing to

assign the copyright of all Data and Information published in Speleo Spiel, other Club publications or contained in the Archive, for which I may hold copyright, to the Southern Tasmanian Caverneers. I believe that the material supplied by me in the past, at this time and all future material which I submit is or will be my own work and is not copyright to anyone else.

The Archive cannot be copied beyond the life of the Club. Should a new Speleological organisation be formed in Southern Tasmania then a new Archive may be created and new agreements must be reached between contributors and that organisation before my work can be copied. In the event of there being no new Speleological organisation formed, a copy of the old Archive is to be sent to the Australian Speleological Federation along with the other artefacts of the Club. Should they not be accepted by ASF then a copy is to be forwarded to the Tasmanian State Library. (These conditions correspond to the relevant clauses in the Club's constitution.) Beyond the life of the Club, individuals may use the Data and Information in the Archive for the purposes of their own Speleological studies but they are not entitled to make copies of the Archive.

Both parties understand that disputes concerning Copyright will be referred to the Tasmanian Legal Aid Commission for advice and resolution.

I have read and understood the Club Data and Information Policy and agree to abide by its provisions in every respect.

Upon ceasing to be a Club member or at any other time if requested by the Club Committee, I agree to return all copies of the Archive that I may hold.

Signed by the Member \_\_\_\_\_, Date \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_ (Public Officer STC) realise that this

Copyright Assignment Agreement prohibits the club from reproducing the material in any way other than under the terms outlined in the Policy.

Signed by the Public Officer on Behalf of the Club \_\_\_\_\_

Date \_\_\_\_\_

**Combined Copyright Agreement.**

This is an agreement between the undersigned Club member and Southern Tasmanian Caverneers Inc. ABN 73-381-060-862.

This agreement is valid for the life of the Club and extends throughout Australia.

I, \_\_\_\_\_ (Club member), am willing to

Assign the copyright of all Data and non-exclusively license the copyright of all Information published in Speleo Spiel, other Club Publications or contained in the Archive, for which I may hold copyright, to the Southern Tasmanian Caverneers. Liscenced Information may be used solely for the purposes of making copies and updates of the Archive or publishing in Speleo Spiel. I believe that the material supplied by me in the past, at this time and all future material which I submit is or will be my own work and is not copyright to anyone else.

The Archive cannot be copied beyond the life of the Club. Should a new Speleological organisation be formed in Southern Tasmania then a new Archive may be created and new agreements must be reached between contributors and that organisation before my work can be copied. In the event of there being no new Speleological organisation formed, a copy of the old Archive is to be sent to the Australian Speleological Federation along with the other artefacts of the Club. Should they not be accepted by ASF then a copy is to be forwarded to the Tasmanian State Library. (These conditions correspond to the relevant clauses in the Club's constitution.) Beyond the life of the Club, individuals may use the Data and Information in the Archive for the purposes of their own Speleological studies but they are not entitled to make copies of the Archive.

Both parties understand that disputes concerning Copyright will be referred to the Tasmanian Legal Aid Commission for advice and resolution.

I have read and understood the Club Data and information Policy and agree to abide by its provisions in every respect.

Upon ceasing to be a Club member or at any other time if requested by the Club Committee, I agree to return all copies of the Archive that I may hold.

Signed by the Member \_\_\_\_\_, Date \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_ (Public Officer STC) realise that this

This Combined Copyright Agreement prohibits the club from reproducing the material in any way other than under the terms outlined in the Policy. This means that the Archive and its updates is only to be copied and circulated to members who have satisfied the Committee that they are entitled to hold a copy and that it is to be used only for the purposes of Speleology.

Signed by the Public Officer on Behalf of the Club \_\_\_\_\_

Date \_\_\_\_\_

Copyright Licensing Agreement for Former Members of STC, Friends of STC and Former Members of TCC, SCS and TCKRG.

This is an agreement between the undersigned and Southern Tasmanian Caverneers Inc. ABN 73-381-060-862.

This agreement is valid for the life of Southern Tasmanian Caverneers and extends world-wide.

I, \_\_\_\_\_, am willing to non exclusively

license the copyright of all Data and Information published in newsletters, other Club Publications or contained in the Archive, for which I may hold copyright, to the Southern Tasmanian Caverneers Inc., solely for the purposes of making copies and updates of the Archive or publishing in Speleo Spiel. I believe that the material supplied by me was my own work and is not copyright to anyone else.

I realise that the STC Archive cannot be copied beyond the life of the Club. Should a new Speleological organisation be formed in Southern Tasmania then a new Archive may be created and new agreements must be reached between contributors and that organisation before my work can be copied. In the event of there being no new Speleological organisation formed, a copy of the old Archive is to be sent to the Australian Speleological Federation along with the other artefacts of the Club. Should they not be accepted by ASF then a copy is to be forwarded to the Tasmanian State Library. (These conditions correspond to the relevant clauses in the Club's constitution.) Beyond the life of the Club, individuals may use the Data and Information in the Archive for the purposes of their own Speleological studies but they are not entitled to make copies of the Archive.

Both parties understand that disputes concerning Copyright will be referred to the Tasmanian Legal Aid Commission for advice.

I have read and understood the Club Data and information Policy and am satisfied by its provisions in every respect.

Signed \_\_\_\_\_, Date \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_(Public Officer STC) realise that

this his Copyright Licensing Agreement prohibits the club from reproducing the material in the Archive in any way other than under the terms outlined in the Policy. This means that the Archive and its updates is only to be copied and circulated to members who have satisfied the Committee that they are entitled to hold a copy and that it is to be used only for the purposes of Speleology.

Signed by the Public Officer on Behalf of the Club \_\_\_\_\_

Date \_\_\_\_\_