

SERVICE LEVEL AGREEMENT (SLA)

between

GBIF <Country>, headquartered at <Address>, represented by the node coordinator, <full name>, as Service Provider

and

<Company>, headquartered at <address>, represented by its <Title>, <Full Name>, as the User of Services.

INTRODUCTION

<Here you should include brief information about the private company you are working with, about the node and about their interaction>.

Clause 1

(Object)

1. The purpose of the Service Level Agreement is to provide support and data hosting services on the platform Integrated Publishing Toolkit (IPT) for the publication of data through GBIF.

Clause 2

(Responsibilities and Obligations of Parties)

1. It is the responsibility of the Service Provider to:

Host the Service User's biodiversity datasets and to provide back up to maintain and ensure their integrity.

Provide an access account of the Node of GBIF's IPT to the Service User, with the level of access required to create, edit and register data publications through GBIF.

Respect and credit the ownership of the Service User over the published information.

Notify the Service User in case the hosting and data publication service is discontinued or terminated at least 3 months in advance.

Provide necessary assistance in migrating data to a new host in case the service is discontinued or in case the Service User wants to migrate the data their own or to another server of their choice.

The Service Provider shall not be liable for any failure to comply with the terms of GBIF Data Publisher Agreement, attached to this SLA, by the Service User.

2. It is the responsibility of the Service User to:

Ensure they are aware and agree to the terms of the GBIF Data Publisher Agreement and to GBIF Data Users Agreement attached to this SLA.

Register as a data publisher in GBIF.org and to provide the Service Provider with the password supplied by GBIF, required to associate the Service User organization with the IPT platform.

Ensure the intellectual property of registered data for publication and authorization of publication thereof under the terms of the license chosen at the time of publication.

Cite all sources of data in case these are not owned by the institution and submit agreements or authorizations for publication, as provided in the GBIF Data Publisher Agreement.

Perform maintenance, updating and administration of datasets published under this agreement.

Refer to the support provided by GBIF <country> through this SLA in communications and scientific or other disclosures that refer to the publication of biodiversity data through GBIF.

Clause 3

(Validity)

The present SLA shall enter into force on the date of signature by both parties, having a validity of five years, being automatically renewed for equal periods, if not claimed by either of the parties.

Clause 4

(Technical support)

The Service Provider is committed to provide technical support in the process of publishing biodiversity data.

Clause 5

(Costs)

The Service Provider undertakes to provide the services described in this agreement free of any costs.

Clause 6

(Final dispositions)

1. The Parties may, by mutual agreement, make addenda and add annexes to the SLA as they deem necessary.
2. No provision of this SLA may be construed to create obligations to third parties, by either party.
3. If any doubt or controversy arises regarding the execution of this SLA, the parties shall elect an amicable resolution, and if this is not possible, the disputes will be definitively settled by the Civil Court of the Region of <city>.

Done in <local> on the <date>, in two copies, composed of <n> pages without verse, including two annexes, which will be initiated and signed by the grantors.

Signing:

GBIF Node

<Full name>, <position>

<Company>

<Full name>, <position>