

## Data Provision Agreement

concluded according to § 1746 paragraph. 2 of Act No. 89/2012 Coll., the Civil Code, as amended

### I. The Contracting Parties

#### European Bird Census Council (EBCC)

Represented by: Sergi Herrando, vice-chair

ING bank account number: NL62INGB0004235670

Name account: EBCC treasurer

Address bank: ING Bank NV POB 1800 1102 BW Amsterdam Netherlands

BIC (SWIFT-code): INGBNL2A

EBCC is an association under Dutch law. According to the Tax office EBCC has no VAT applicability

(hereinafter referred to as the "**Provider**")

and

#### Czech University of Life Sciences Prague

With registered office: Kamýcká 129, Prague - Suchbát, Post Code 165 00, Czech Republic

ID No.: 60460709

VAT No.: CZ60460709

Represented by: Jakub Kleindienst, Bursar

(hereinafter referred to as the "**Applicant**")

(collectively referred to as the "**Agreement Parties**")

### Preamble

**The Provider** (European Bird Census Council. EBCC, <https://ebba2.info/>) integrates data on the occurrence of bird species from the territory of Europe and across the time period from the second half of the 20th century to the present. The EBCC obtains data through cooperation with ornithological societies and research institutions across Europe. The EBCC has integrated the data in the form of standardised gridded atlases in the following publications:

- Hagemeyer & Blair (1997). The EBCC Atlas of European Breeding Birds: Their Distribution and Abundance. T. & A.D. Poyser, London. EBBA1 hereafter.
- Keller *et al.* (2020). European Breeding Bird Atlas 2: Distribution, Abundance and Change. European Bird Census Council & Lynx Edicions, Barcelona. EBBA2 hereafter.

The underlying raw digital data on the geographic distribution of each bird species (hereafter the "**Data**") for these publications are massive and their provision to third parties has to address ownership/licensing situations of their national providers. Normally, the EBCC offers the EBBA2 data on: A. Distribution of occurrence, B. Distribution of breeding evidence, C. Distribution of abundance and D. Change in the distribution of bird occurrence between EBBA1 and EBBA2. 50 x 50 km grid data on A is completely open and directly downloadable from the EBBA2 website while the others can be shared for specific purposes after an agreement and with an ordinary data handling fee (EUR 50 per bird species per B and C and

EUR 100 for D; see <https://ebba2.info/data-request/> for further details). These fees can be negotiated depending on the circumstances of each case.

**The Applicant** is a public university currently hosting the prestigious five-year ERC Consolidator project, hereafter the “**Project**” (BEAST project, Grant No. 101044740, principal investigator Mgr. Petr Keil, PhD awarded by European Research Council). One of the pillars of the scientific research within the project is data on the distribution of species in time and space, specifically, the bird data held by the EBCC (EBBA1 and EBBA2, see "Provider").

## **II. Subject of the Agreement**

The subject of the Agreement is the provision of the digital Data from the Provider's archive. Detailed Data specifications and term of use of the Data are given in **Annex 1** of this Agreement.

## **III. Purpose of the Data use**

The data are provided to the Applicant for use in their research activities. Specifically, the data will be used for:

- Analyses of the dynamics of species occupancy, species turnover, and biodiversity, of European birds across the two temporal periods of EBBA1 and EBBA2 atlases.
- Comparisons of the spatial patterns and temporal trends of European birds with patterns and trends in other regions and taxonomic groups.
- Investigation of the role of sampling effort in the perceived temporal trends and spatial patterns of diversity, occupancy, and turnover.

These analyses will be conducted within the team of Petr Keil at CZU. Results of these analyses will be published in peer-reviewed scientific journals.

## **IV. Terms of Use**

The applicant commits to the following:

1. It shall use the Data only for the purpose specified in Article III of this Agreement.
2. It will not provide Data to a third party or to any type of data repositories unless agreed with the Data provider in a written form.
3. It shall ensure such a conduct of work with the Data so that the above conditions are complied with.

## **V. Payment of the data handling fee**

1. The Data will be provided by the Provider to the Applicant upon payment to the Provider. **The agreed data handling fee is EUR 10,000** (ten thousand Euros). The payment will proceed through an invoice issued to the Czech University of Life Sciences, Kamycka 129, Praha - Suchbát, Czech Republic. There will be a CZU VAT ID on the invoice: CZ 60460709.
2. The tax document – invoice shall include all details of a proper accounting and tax document required by applicable legal regulations, in particular, Act No. 235/2004 Coll., on Value Added Tax, as amended. In case the invoice lacks any of the required details, the Applicant shall be entitled to return it before its due date to the Provider for completion without falling into delay with the payment. The period for payment shall

then run again from the repeated delivery of the properly completed or corrected invoice to the Applicant.

3. The invoice shall not be due earlier than 21 days after its issue date. The Provider is obliged to deliver the invoice to the address Česká zemědělská univerzita v Praze, Fakulta životního prostředí, Kamýcká 129, 165 00 Praha – Suchdol (Czech University of Life Sciences Prague, Faculty of Environmental Sciences, Kamýcká 129, 165 00 Prague – Suchdol), or via email to the project manager Kateřina Hájková to [hajkovak@fzp.czu.cz](mailto:hajkovak@fzp.czu.cz). Any other delivery shall not be regarded as proper delivery and the Applicant shall not incur the obligation to pay the invoice delivered in another way.

## **VI. Final provisions**

1. The relations between the Agreement Parties shall be governed by the Czech law. The legal relations arising from and in connection with this Agreement regarding matters not explicitly regulated hereby shall be governed by applicable provisions of the Civil Code and other applicable legal regulations.
2. The Provider assumes no responsibility for damages resulting from improper use or incorrect interpretation of the Data provided.
3. Any amendments and changes to this Agreement must be made in writing; otherwise, they are null and void.
4. The Agreement Parties agree that any disputes relating to this Agreement will be settled preferentially by mutual Agreement.
5. The Agreement comes into force on the date of its signature by both Agreement Parties. If the Agreement is subject to publication in the Register of Contracts, the Provider agrees to the publication of the entire content of this Agreement pursuant to Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of specific contracts, the publication of these contracts and the Contract Register (Contract Register Act). The Agreement Parties do not consider any provision of the Agreement a trade secret. The Agreement then comes into effect upon publication in the register of contracts.
6. The Agreement is executed in three counterparts with the same legal value. The Provider shall receive one and the Applicant shall receive two counterparts. If the Agreement is concluded electronically, it is made in one copy signed electronically by both Agreement Parties, using a valid electronic signature.
7. The Agreement Parties agree to enable access to or release, the full text of the Agreement so that this Agreement can be the subject of the information provided within the meaning of Act No. 106/1999 Coll., on Free Access to Information, as amended.
8. The Agreement Parties represent they have read this Agreement before signing it and they agree with its content without reservations. This Agreement expresses their true, real, free and earnest will. In witness of authenticity and veracity of these representations the authorized representatives of the Agreement Parties have set their hands below.

In Barcelona, on 20/09/2023:

In Prague, on (date):

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On behalf of the Provider:  
Sergi Herrando, vice-chair

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On behalf of the Applicant:  
Jakub Kleindienst, bursar

## Annex 1 - Detailed description of the data and terms of their use

### The European Breeding Bird Atlas

The Data mentioned in the Data provision agreement consists of the data of the European Breeding Bird Atlases 1 and 2 (EBBA1 and EBBA2).

Specifically, this consists of data products covering the European geographic extent:

1. Binary distributional presence/absence data at a 50 x 50 km grid of the EBBA1 dataset
2. Binary distributional presence/absence data at a 50 x 50 km of the EBBA2 dataset
3. Distributional change data at 50 x 50 km (underlying the change maps in the published EBBA2 atlas) incl. the information about the quality of the data as published in the book (indicated by dark and light colour in the maps resp.)
4. Shapefiles of the grids corresponding to data products 1-3, with grid cell IDs that can be linked to the data
5. Two metrics related to sampling effort per 50 x 50 km squares in each time period (EBBA1 and EBBA2) will be provided by the EBCC. In particular, the completeness of the survey as provided by national coordinators, and the total number of species observed per 50 x 50 km squares.

These data will be provided for all species in the EBBA1, EBBA2, and distributional change datasets. Products 1-3 will be provided as table(s) (in .csv, .xlsx, or a file of a common database system such as MS Access) that lists, for each species and grid cell, an ID of the cell so that the Applicant can seamlessly link the data with specific grid cells in the shapefile(s).

### Terms of use

The Applicant is not allowed to provide the data to third parties or to any type of data repositories.

The leading author of the scientific paper using these data is responsible for informing the data provider (Sergi Herrando [ornitologia@ornitologia.org](mailto:ornitologia@ornitologia.org), Verena Keller [verena.keller@vogelwarte.ch](mailto:verena.keller@vogelwarte.ch), Petr Voříšek [vorisek@ebcc.info](mailto:vorisek@ebcc.info)) whether it wishes its representative(s) to participate in the work, ideally in the early stages of the writing of a scientific paper and always as soon as possible. Active involvement in the process of writing the scientific paper is needed to justify co-authorship. In all cases, the use of EBBA (EBBA1 and EBBA2) data should be fully acknowledged in the paper or report. This could be done as follows: 'We thank the European Bird Census Council and the network of partner organisations and national data providers for collecting, compiling and sharing the EBBA data'.