

BAMONA Data Use and Attribution Policy

The Butterfly and Moth Information Network (referred to as “BAMIN”) as operator of the Butterflies and Moths of North America (referred to as “BAMONA”) website, requires all users (referred to as “Data Users”) who have access to BAMONA data via the website or custom datasets to abide by the following terms of this BAMONA Data Use and Attribution Policy. All downloaded or exported BAMONA data (referred to as “Data”) and/or other forms of information from the BAMONA Website or project by a Data User must be acknowledged as received from BAMONA according to the following terms of this Policy. By accepting this Data, the Data User agrees to abide by the terms of this agreement. BAMIN is not responsible for data content or the use of the Data.

1. *General Use.* Data contributed to the BAMONA Site are openly and universally available to all Data Users.
2. *Exported Datasets.* Data Users seeking access to Data exported from the BAMONA database are required to contact BAMONA (butterflies.moths@gmail.com) and to disclose their purpose in acquiring the data. Custom exports of Data and metadata are made on a case-by-case basis and are generally restricted to academic, research, educational, government, recreational, or other not-for-profit professional purposes.
3. *Redistribution.* Data accessible via the BAMONA Site and/or exported by BAMONA are provided for use by the Data User. Data may not be distributed, harvested, or scraped for display or distribution on other websites. The Data User will not redistribute exported Data to other parties without prior written consent from BAMIN.
4. *Acknowledgment.* The following acknowledgement must be included in either the main text or Acknowledgments section of all publications using BAMONA Data:
“Acknowledgment: Data were provided by the Butterfly and Moth Information Network and the many participants who contribute to its Butterflies and Moths of North America project.”
5. *Notification.* The Data User will notify BAMONA coordinators (butterflies.moths@gmail.com) when any derivative work or publication based on or derived from BAMONA Data is distributed. The Data User will provide BAMONA coordinators with bibliographic information and digital copies of any publications resulting from using BAMONA Data immediately after publication, and the Data User will provide copies, or on-line access to, any derived digital products. Notification will include an explanation of how the Data was used to produce the derived work. The Data User also must notify users that such derivative work is a modified version and not the original data and documentation distributed by BAMONA.
6. *Citation.* It is considered a matter of professional ethics to acknowledge the work of other scientists. Thus, the Data User will properly cite the Data in any publications or in the metadata of any derived data products that were produced using the Data. BAMONA Data should be cited following the example below.
Lotts, Kelly and Thomas Naberhaus, coordinators. 2015. Butterflies and Moths of North America. Data set accessed (or exported) YYYY-MM-DD at <http://www.butterfliesandmoths.org/>.
7. *Collaboration.* BAMONA Data are released in the spirit of open scientific collaboration. Data Users are thus strongly encouraged to consider consultation, collaboration and/or co-authorship with BAMONA coordinators.
8. *Disclaimers.* While substantial efforts are made to ensure the accuracy of BAMONA Data and documentation contained in a data set, complete accuracy of data and metadata cannot be guaranteed. All BAMONA data and metadata are made available “as is.” Users of BAMONA Data hold all parties involved in the production and distribution of a data set harmless for damages resulting from its use or interpretation.
9. *Misuse.* BAMIN shall have the right to terminate a user’s access immediately by written notice upon the data user’s breach of, or non-compliance with, any of its terms. The Data User may be held responsible for any misuse that is caused or encouraged by the Data User’s failure to abide by the terms of the Data Use and Attribution Policy.
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