MESG18 Doc. 7 Annex 2



ETIS Data Request Form and User Agreement for Research Collaborations

I. Please complete this form fully.

Name: Title: Department: **Organisation/Institution:** Address: City: **Province/State:** Country: **Telephone:** Fax: Email: Website: For ETIS to fill out: Date sent to MIKE-ETIS Subgroup: **Result:** Approved: **Rejected:** Date of Approval/Rejection:

- II. Please list and describe the data that you would like to obtain from ETIS. To the extent possible, and with reference to the ETIS Data Collection Foam, site the specific fields that will be needed for research purposes, as well as the time period and the geographical scope that will be examined in the research project.
- III. Please outline the proposed research collaboration, describing how the data will be used and why it is required. Please note that such data will only be released if the MIKE-ETIS Subgroup (MESG) of the CITES Standing Committee agrees that the release of the data will not violate existing agreements with the data providers and the ETIS Data Access Policy, the intended use will support elephant conservation, and limitations with the data source will be fully recognized.
- IV. The release and use of ETIS data is subject to acceptance of the following conditions and constitutes a non-disclosure confidentiality agreement between the data recipient and TRAFFIC:
 - i. The recipient of ETIS data agrees to abide by the ETIS Data Access and Release Policy (Annex I) and to keep such data strictly confidential, including beyond the reach of Freedom of Information requests, and only for use consistent with the purposes agreed in the context of this agreement.
 - ii. All data provided by ETIS to the recipient remain the property of their respective owners and shall not be shared with or passed on to any third party.
 - iii. In terms of use or presentation externally, approved summarized or aggregated data may be used publicly, following the procedures outlined below, but case records of the ETIS data are not to be disclosed publicly or otherwise given to or shared with any third party.
 - iv. The recipient of the ETIS data agrees that, prior to submission, publication or dissemination of any output containing any presentation, analysis, alteration or manipulation of data extracted from ETIS, he/she must submit to TRAFFIC (the manager of ETIS), for review and comment, a final draft of all materials, including reports, manuscripts, presentations or other products intended for dissemination.

As appropriate, the MIKE-ETIS Technical Advisory Group may be requested to review and comment on any such submissions as they pertain to the ETIS data.

- v. In the event that any violations of the ETIS Data Access Policy or this agreement are found in the materials under review pursuant to paragraph iv. above, such instances will be notified to the recipient of the ETIS data in writing and must be modified or removed from the materials prior to publication or public dissemination.
- vi. In the event that there are no violations of the ETIS Data Access Policy or this agreement found in the materials under review pursuant to paragraph iv. above, a letter of approval from TRAFFIC will be sent to the recipient of the ETIS data stating that there is no objection to publication or public dissemination of the ETIS data as presented.
- vii. In the event that violations of the ETIS Data Access Policy or this agreement are found to have occurred without benefit of the process described in paragraphs iv.,
 v. and vi. above, the issue will be brought to the attention of the MIKE-ETIS Subgroup and this agreement will be terminated. As a result any further use of the ETIS data will be prohibited.
- viii.Any ETIS data used in papers, publications, reports or any other output will be given proper acknowledgement as described in Annex 2.
- *ix.* TRAFFIC will be provided with two copies of any document or output in which ETIS data has been used.
- x. The decisions of the MIKE-ETIS Subgroup will be accepted as final and binding.

I hereby offer the above conditions for collaboration between TRAFFIC and

Name:	
Signature:	
Date:	

I hereby agree to the above conditions.

Name: _______Signature: ______

Date:

Institutional Stamp:

Annex 1: ETIS Data Access and Release Policy

The MIKE-ETIS Data Access and Release Policy is found in Resolution Conf. 10.10 (Rev. CoP17), sub-section *'Regarding monitoring the illegal killing of elephants and trade in elephant specimens'*, paragraph g and states the following:

summaries and aggregates of data provided to MIKE and ETIS, and the analyses of such data, constitute information that will be considered to be in the public domain once they are published on the CITES website, or otherwise publicly distributed; the detailed data on individual seizure cases, elephant mortalities and law enforcement submitted to MIKE or ETIS are owned by the respective data providers, which in most case are the CITES Parties; any such data relating to a CITES Party will be accessible to that Party for information and review purposes, but will not be released to any third party without the consent of the Party concerned; data may also be released to contractors (e.g. statisticians) or other researchers (e.g. MIKE ETIS Subgroup-approved research collaborations) under appropriate nondisclosure agreements.

As approved at the 17th meeting of the CITES Conference of the Parties (Johannesburg, October 2016)

Annex 2: Proposed Citation

ETIS data were provided by TRAFFIC and used pursuant to a collaborative agreement approved by the MIKE-ETIS Subgroup of the CITES Standing Committee.