

Water Information System Protocol

Between:

- The Ministry of Ecology and Sustainable Development represented by the Water Directorate, the Directorate for Risk and Pollution Prevention, Directorate for Economic Studies and Environmental Assessment, Directorate for Nature and Landscape and its decentralised departments
- The French Institute for the Environment (Institut Français de l'Environnement - IFEN)
- The six Water Agencies (WAs)
- The Higher Council for Fisheries (Conseil Supérieur de la Pêche - CSP)
- The French Institute for Research on the Exploitation of the Sea (Institut Français de Recherche pour l'Exploitation de la Mer - IFREMER)
- Electricity of France (Electricité de France - EDF)
- The Research Centre for Geology and Mines (Bureau de Recherches Géologiques et Minières - BRGM)
- The International Office for Water (IOWater)

Designated hereafter as «the Partners »

Preamble

Knowledge of the aquatic environments is becoming necessary for applying water-related legislation which requires sound water resource management. This knowledge is the baseline of the Master Plans for Water Development and Management (SDAGEs) and the Water Development and Management Schemes (SAGEs) and of their follow-up.

Facing this need, and in order to meet the requirements of the European Directives and the users' information demand, an Information System was created in 1992 with an agreement protocol, namely the « National Water Data Network ».

The European Directive of 23rd October 2000, establishing a framework for community action in the field of water policy, lays down new requirements by imposing the monitoring and follow-up of the status of the environments, while requiring pressure and use summaries and economic analyses. It also plans for public participation, based on the availability of information intended to them. The directive is in line with the 1998 Aarhus convention relative to public access to environmental data and with the European directive of 28th January 2003 concerning public access to environmental information. In order to meet all these needs, the partners of this protocol decided to develop a new Water Information System (WIS).

Article 1 – Purpose

This protocol aims at creating a consistent Water Information System (WIS) between the main stakeholders in this field, ensuring:

- the production of all kinds of water-related data,
- the management and storage of these data,
- easy access to the data.

The WIS concerns all the data useful for overall knowledge of water resources and aquatic environments: quality, quantity, uses, regulatory data, economic data, etc... to especially meet the needs necessary for actions of the State and of its agencies in implementing water policy and its evaluation at the national or European level, whether regulatory or necessary for planning or for public information.

It does not apply to data for immediate use, such as the ones produced for warning or for the regulation of infrastructures, nor to the data produced for a specific purpose and which does not require regular updates.

It aims at involving all the stakeholders intervening in data production, management, processing, enhancement and dissemination:

- Ministries, their departments, the public establishments they supervise, that have responsibilities in the water sector,
- local authorities, basin public establishments (EPTB) and development companies,
- technical and scientific centres and universities,
- committees and environmental and users' associations,
- the public sector and private sector: industries, operating companies and consulting firms.

All the partners, co-signatories of this protocol, become WIS members. The WIS can be extended to new partners under conditions stipulated in Article 10 of this protocol.

The Water Directorate of the Ministry in charge of the environment represents the WIS for third parties regarding any issue under the responsibility of the WIS.

Article 2 – Data production

The partners jointly define the data and their characteristics (type, geographic coverage, density, etc.) to be entered into the WIS.

The production of reliable elementary and representative data is the WIS baseline, whether these data are produced through:

- measurements by organised systems monitoring the environments and uses,
- census, questionnaire or survey,
- declaration or self-monitoring,
- or through regulatory and/or administrative procedures.

The WIS partners jointly define and apply, whenever needed:

- rules for structuring data handling tools,
- specifications for data acquisition devices, especially those of the systems measuring the status of the environments,
- rules for controlling quality and validation of collected data,
- deadlines for feeding the WIS, for data updates and availability.

Article 3 – Data management

Data storage and good processing rely on:

- a distributed architecture of data bases meeting jointly established principles, and accessible via a Web browser,
- complying with the specifications of the National Data Reference Centre for Water (SANDRE), a common language for water data, which establishes data models with accurate definitions, manages common references, specifies interchange formats, including simplified formats,

- the taking into consideration of:
 - the common geographic reference frames on surface waters such as the data base on the Topical Cartography of the Water Agencies and of the Ministry of the Environment (BD CARTHAGE) and the data base on the French Hydrographical reference frame (BDRHF), on the one hand,
 - the reference frames that could be adopted at the European level, when they exist, on the other hand.

Article 4 – Organisation and operation

The WIS is organised at the national level and at the level of each basin, including the *Overseas Departments* (DOM).

National level

The tasks at the national level are:

- to define the orientations, priorities and timetable for action regarding data production, management and dissemination, the data will have to systematically cover the whole territory in particular,
- to formulate the specifications applicable to the WIS, and to have the necessary technical devices operating for the WIS (SANDRE, reference frames, national data bases),
- to control the good implementation of the orientations, priorities and specifications at the national level and in the basins,
- to facilitate access for everyone to national references and to all the specification documents applicable to the WIS, and a nation-wide access to all the data from a Web portal,

A National Committee is created for supervising the WIS, chaired by the Water Director, and in which participates a representative of each partner (for the Ministry in charge of the environment, a representative for each signatory of the protocol and one for each Basin DIREN).

The WIS National Committee is convened at least once a year upon President's request. The Water Directorate takes charge of the secretariat.

From a technical point of view, it relies on a « co-ordination group », led by the Water Directorate and in which participates a representative of each partner and a

representative of each Basin Follow-up Committee. This group prepares the decisions of the WIS National Committee and supervises their implementation.

The co-ordination group is convened at least once every semester on request from the Water Director.

The co-ordination group supervises the groups working on the SANDRE and reference frames and any other group set up on request from the WIS National Committee.

Basin level

In each basin, the WIS is under the responsibility of a Water Data Follow-up Committee in compliance with the provisions of the Water Directorate's circular n°0200107 of 26th March 2002. It is chaired by the Prefect, basin coordinator, and the basin DIREN and the Water Agency take charge of the technical secretariat. In each *overseas departments*, these provisions are adapted by the Prefect, who organises the arrangements according to local specificities.

The task of the Follow-up Committee is to ensure that provisions adopted by the WIS National Committee are optimally implemented and, more particularly:

- to prepare the master plan for the basin's water data and to have it approved by the WIS National Committee,
- to apply, at the basin level, the national specifications regarding data production, management and dissemination, while supplementing them, when needed, to take into account the basin's own specificities,
- to direct the data producers and to provide them with the necessary support in order to apply the WIS principles,
- to develop a data base arrangement and to control the correct feeding of these data bases when they are not at the basin level,
- to develop an access system to data and to all the technical specifications and references applicable to the basin, via a WIS web portal in the basin,

The Water Data Follow-up Committee of the basin reports once a year on its activities to the WIS National Committee.

Article 5 – Rules of ethics

Each WIS partner recognises the essential role of the data producers and commits itself:

- to indicate the status and/or the validation level of the data and their qualification,
- not to modify any data without the producer's agreement, as the latter is the only one empowered to do so,
- to quote the data producer in any transmission of data, except when the aggregation level makes this information irrelevant,
- to incite the users to contact the producers for any specific interpretation or doubt on the data value,
- to inform the producers of any discrepancy in their data which it could have any knowledge of,
- not to process the data of another co-signatory of this protocol for which the latter is clearly responsible,
- to inform the other co-signatories of this protocol of any publication of their data, and to check with them that it does not make a reading, which could be conflicting with the one that is under their responsibility.

Article 6 – Access to data and dissemination

The elementary data of the WIS are intended to be made available to everyone, free of charge, except for:

- data, the confidentiality of which is protected by regulations,
- restrictions provided for in laws and international conventions,
- data for which the WIS has only a restricted dissemination right.

Processed data or products can be developed, using the elementary data:

- by the users, at their initiative and under their responsibility,
- by the partners, and approved by the WIS, when they are in compliance with the aggregation and evaluation methods defined by the WIS,
- jointly, by the WIS partners, within collective work.

Data re-use and re-dissemination are free, provided that the user mentions the data origin.

The commercial use of the data is only authorised when it brings significant added value.

Article 7 – Ownership and guarantee

The WIS owns, within the limit of the licensed rights, the data, tools, documents provided by the partners. The ownership rights on the products, jointly developed by the WIS partners, belong to the partners, in a collective manner.

Each partner nonexclusively transfers all the ownership rights on the data that it provides to the WIS. This transfer is authorised for the duration of the intellectual or related property rights, and includes all the rights regarding the reproduction and representation on any media and by any method and process known or unknown to date, especially any electronic development and processing.

Each partner also transfers the rights specific to the data bases made available to the WIS, as well as the property rights on all documents or products that it has developed on behalf or on request of the WIS.

Each partner guarantees that it has entire authority to grant rights, and holds the WIS harmless against any recourse or action which could be initiated by its collaborators or the service providers who participated in the production of the data, data bases or documents.

Article 8 – Responsibility

The WIS users can use the data under their own responsibility. The responsibility of the WIS partners could be involved in the sole case of their gross negligence and will only include direct damage.

Article 9 – The partners' commitments

The WIS partners undertake to apply the provisions of this protocol, subject to other provisions explicitly mentioned in the partner's commitment letter and/or convention, co-signed by the President of the WIS National Committee after favourable opinion from the National Committee, and appended to the protocol.

The partners indicate, in accordance with their agreement to the protocol:

- when they are data producers or suppliers, the categories of data with all their characteristics (nature, geographic coverage, etc.) that they undertake to make available to the WIS, together with due dates,
- when they are data managers, the tools, bases or other systems that they integrate into the WIS data storage and access system.

The partners undertake to apply the specifications and rules established by the WIS, in particular:

- specifications for data production,
- quality control and validation rules,
- SANDRE specifications,
- common reference frames,
- principles of base architecture,
- rules for access to data,
- rules of ethics.

The partners also undertake to appoint a correspondent for the SANDRE, whose task will be to transmit the SANDRE standards within his/her organisation.

Any dispute about the implementation of this protocol is submitted to the WIS National Committee.

In case of a lasting dispute, the WIS National Committee may either request an amendment to the partner's commitment letter in accordance with the decisions of the National Committee, or dismiss the partner. In the latter case, the concerned partner has to abandon to the WIS, without any time limit, the full use of the data and data bases made available and all the transferred rights in accordance with the terms of Article 7.

Article 10 – Extension to new partners

This protocol can be extended to a new partner after favourable decision from the WIS National Committee, provided that the new partner agrees with the clauses of this protocol.

The new partner that joins the WIS only acquires ownership rights for the products jointly developed after its date of agreement to this protocol.

Article 11 – Duration

This protocol is valid until 31st December 2007. It can be extended by amendment.

The WIS partners will establish a timetable to implement the information system while giving deadlines for:

- the specifications and implementation of the main devices for data acquisition,
- the creation or backfitting of the technical devices needed for data management, especially the data bases and access portals via the Web.

Article 12 – Amendment

Any change, approved by the WIS National Committee, will require an amendment to this protocol.

Article 13 – Termination by a partner

Each partner can decide to terminate its commitment to the WIS provided that it sends a written notice within 6 months. In this case, the partner has to abandon to the WIS, without any time limit, the full use of the data and data bases made available and all the transferred rights in accordance with the terms of Article 7.

EXAMPLE

Partner X commitment

“The X Observatory” declares that it agrees to the national protocol of the Water Information System and commits itself to comply with the rules which result from it.

It contributes to the WIS:

- as data producer or supplier, by making available:
 - *the results of the monitoring system of the XXX catchment area (monthly measurements relative to 26 physico-chemical parameters since 1990),*
 - *the results of the quantitative follow-up of the XXX dam reservoir (continuous measurements of water levels) since 1985,*
 - *etc.*
- as data manager, by giving access to the « XXX » data bases:
 - *the observatory data base including the results of the monitoring system and quantitative follow-up system since 1995. Free access, through the Web, to the results stored under SANDRE format but the downloading format does not include the SANDRE interchange formats. The data are incorporated into the data base latest n days after their production.*
 - *etc.*

Under the following conditions:

- the data prior to 1995 are only available in paper version,
- measurements of levels are freely provided only aggregated on a monthly basis. Instantaneous data are only provided under a particular agreement and payment.

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