



InterDev Charter

Content Producers' Agreement

The purpose of this document is to define the rights and obligations of members (individuals and organisations) of the InterDev information service.

It is a framework agreement between partner organisations that produce and use information for the InterDev information service.

I. PRINCIPLES AND GOALS

InterDev is a cooperative information service that brings together a network of development organisations (NGOs, associations, institutions) from developed and developing countries. These organisations make validated references available in different thematic fields. This information covers their experiences, techniques and methods based on their practices. It is organised in a database accessible through a Web site.

InterDev information service members have joined together freely—in their own fields of expertise and according to their means—to contribute to the following goals:

- ▷ make operational and validated information available to the development community,
- ▷ optimise the expertise and know-how of development practitioners,
- ▷ increase the professionalisation of local development support stakeholders by contributing to improving their practices through quality information and by strengthening their information production and management skills.

The goal of the present Charter is to set forth the rights and obligations of InterDev members as concerns:

- ▷ the rules that govern the relationships between the partners in terms of using the information service,
- ▷ the use of the software tools,
- ▷ the production and use of referenced information.

The Charter is a reference text that serves as the basis for reflection and decisions between partner organisations. The recommendations it contains are based on mutual respect, integrity, loyalty, confidentiality, responsibility and professional competency.

This Charter is based on European and international law in order to provide the use of the InterDev database with the greatest possible protection. Its provisions are destined to be constantly enriched in response to the evolutions in the InterDev information service. This function is the responsibility of all member organisations who shall contribute to it by formulating proposals.

II. NETWORK PARTICIPATION CONDITIONS

The partner organisations are professional development support structures. Membership is not open to individuals.

InterDev is a network of producers based on the contributions of its members: information producers, and not users, may join the network. When an organisation joins the InterDev network, it gains access to all the information recorded by the other members of the network and the use of an information management and sharing tool.

In virtue of these principles, the Charter defines the entry of members under the following rules:

- All membership applications should be submitted to a regional or thematic coordinator (*see part V. Network Organisation*). This coordinator informs the network so that existing members may give an opinion on the application should they so desire.
- All new members must provide a minimum of 5 experience records (validated by the regional coordinator) within 2 months before entering the network. This enables the network to get an idea of the organisations' capacity and level of implication; it also enables the organisations to measure the constraints that network participation represents.
- All members commit to providing the information service with a minimum of 15 to 20 experience records per year.
- The provision of experience records by new members is considered to be an entry fee. This entry fee may be paid in the form of a financial contribution (today set at 5,000 euros) and its exact amount may be modified in function of the members' contributions.

III. THE USE OF INTERDEV TOOLS

The InterDev information service is structured around a decentralised shared database that combines various sets of information linked together. This database is accessible via a Web site, which also serves as a platform for exchange among partners.

The InterDev database is used by information producers who are network partners for their work supplying the service with information. This can be done using local installation of the database or directly on-line via the Web site.

All InterDev partners receive a password that gives them access to all the information shared in the database and to the network area on the InterDev Web site. This allows them to access all records produced and shared within the network (each information producer may freely determine the extent to which each of their records is shared: reserved for the producing organisation alone, accessible to network members, visible to the public).

The InterDev Steering Committee commits to making the developed tools and corresponding users manuals available. It guarantees the proper functioning of the service on the Web.

All InterDev information service partners have the right to use the developed software application:

- for any use in the framework of InterDev,
- for any use in the framework of information management activities within their organisations,

The InterDev Steering Committee is in charge of all granting of authorisations to use the software application for uses that do not fall within the framework of InterDev.

With the exception of a partner's own data, **total reproduction** of the database and its content is forbidden for any individual partner and for any use that does not fall within the scope of InterDev.

IV. THE PRODUCTION AND SHARING OF INFORMATION WITHIN THE NETWORK

The content of the information service is co-produced and pooled within the network of partners in order to share know-how and references.

1. Quality Commitments for Experience Records

Each InterDev member organisation commits to contributing to supplying the database with information based on the activities and projects that it undertakes.

InterDev's ambition is to provide a dynamic of information production based on a requirement of quality. A certain number of principles and commitments are the foundation for the data supplying to which all partners adhere:

- ▷ The information gathered has been tried and tested by action,
- ▷ Objectivity, neutrality and independence are the essential principles on which the optimisation of information is founded,
- ▷ Supplying the information system is based on a process of information validation.

This experience record validation process is organised under the responsibility of the network coordinators (thematic and regional coordinators) who may legitimately take measures to guarantee that this quality requirement is respected.

Each experience record entered in the InterDev database is qualified as being “validated” or “not validated”. The visibility of the records is not conditioned on the “validated” status but information users are thus informed of the records' level of quality.

Commitments

Every partner organisation commits to contributing fairly to the network and capitalising its information according to the defined standards and methods to collectively ensure the coherency and validity of the information accumulated. The experience record production standards are set forth in the “*Experience Record Production Guide*” and supplemented by the record validation criteria elaborated by the network.

The partners commit to taking into account any constructive criticism they receive (from the coordinator or other partners) and modifying and updating the records they produce accordingly. They also commit to updating the information they produce, and notably the information on their organisations so that it is always possible to contact the information producer.

2. Treatment and Dissemination of Personal Data

The gathering, treatment and dissemination of personal data are regulated on national, European and international levels¹.

¹ See notably the Council of Europe Convention dated 28 January 1981 (or Convention n° 108) and the European Directive of 24 October 1995, on the protection of individuals in regards to the treatment of personal data and the free circulation of such data. Generally speaking, international agreements on this subject refer producers to their national laws and to the obligation to obey them.

The data concerned are as follows:

- the “resource people” and “organisations” files,
- the InterDev network members file,

The gathering of information on individuals and organisations fully respects:

- the legality of the gathering of information,
- the principle of data quality (correct and pertinent nature of the data in relation to the goals of the information service),
- informing individuals and organisations concerned as to the use to which such data shall be put,
- a guaranteed right of access, rectification and suppression.

Obligations and Commitments

InterDev member partners commit to:

- obtaining prior authorisation from members of their organisations and/or outside individuals before disseminating any data on them through InterDev as well as before providing any such data to a third party, (in written form or, in the case of sending in a comment, a box to be ticked for example),
- informing individuals and organisations concerned of their rights to access, modify, rectify or suppress the data on them at any time, even if they had previously granted their agreement, (in written form or as notice on the site),
- not using the data for purposes other than those initially stated.

3. Intellectual Property and Content Ownership

The ensemble of the InterDev site falls under European and international laws on copyright and intellectual property.² The following are concerned at different levels:

- ▷ the “**experiences and practices**” file—the heart of the database—focused on case studies, technologies and methods for action; this information has considerable added value which gives it the status of ‘original work’.
- ▷ the “**multimedia**” file containing images, equipment blueprints, videos, etc.: all data subjected to copyright and for which it is necessary to ensure that one has the right to make use of the data in those cases where the information record producer is not the author of the document.
- ▷ **attached files** in a record: all data subjected to copyright and for which it is necessary to ensure that one has the right to make use of the data in those cases where the information record producer is not the author of the document.

For the other files, the need for protection is less sensitive. Summarising a work in a bibliographic database and describing an organisation or a piece of equipment does not require the authorisation of the author. The reproduction of such data by a third party, in so much as it is partial (that is to say, it does not pertain to the ensemble of information thought of as a whole), does not infringe on copyright either.

² Copyright is a moral right (made up of 4 prerogatives: the right to publish, the right to claim ownership, the right of integrity and the right to withdrawal) and ownership right (which allows authors to authorise the different modes of use and representation of their works). Exceptions to copyright pertain only to reproductions strictly limited to private use by the copying party.

Producers' Rights and Obligations

All information produced in the framework of InterDev remains the intellectual property of the producer.

The partner organisations commit to respecting copyright, both vis-à-vis third parties who are not InterDev members and vis-à-vis the InterDev service co-producers.

The intellectual content of the records (excluding factual data such as addresses, bibliographic information, etc.) can not be modified by a partner without the authorisation of the author of the record. However, the administrator of a working group may legitimately modify any contribution that does not respect the rules established in this Charter.

4. Sharing and Use of the Information within the Network

InterDev partners also use the information capitalised by other partners.

By adhering to this InterDev Charter, each member organisation commits to placing information at the disposal of the other network partners: it is not only a matter of disseminating this information but also allowing it to be used, exploited and optimised by the ensemble of partners in their activities, possible publications, seminars, etc.

The different partners agree to authorise the use of the content of the database by the different members in both internal and external frameworks. All partners grant the ensemble of network partners mutual use rights, with the following conditions:

- *the producer and InterDev must always be cited;*
- *the agreement of the producers must be obtained and, in the case of the publication of public, free or for-sale works, a co-publication agreement must be negotiated;*
- *the initial content must not be deformed, the record producer must not be harmed; and*
- *the level of confidentiality determined by the author of the record must be respected.*

The dissemination of information records, which is hoped will be as wide as possible, is conditioned by the respect of the rules of confidentiality.

All information producers have the possibility of marking the data they input in the database as confidential. This confidentiality can be limited to the organisation itself (in this case the information can not be seen by the network) or to the network. Each partner who has access to this information acts to ensure that it is not disseminated beyond the level of confidentiality defined.

Collectively, the members grant full and total information use rights in the framework of network publications under the InterDev label.

Commitments

Towards the goal of sharing and placing information in common, the different partners agree to further the re-use and dissemination of the content of the database by all the different partners. In this framework, they commit to respecting copyright and always citing the source of the information. They also commit to informing the authors of any use of their records in the optic of contribution.

The partners commit to making themselves available to respond to possible solicitations from other network members, answer their questions, and provide additional information.

V. NETWORK ORGANISATION AND RELATIONSHIPS BETWEEN THE MEMBERS

Le réseau Interdev est organisé autour de trois niveaux de coordination : coordination globale, coordinations thématiques et coordinations géographiques. Les fonctions et profils de chaque niveau de coordination sont définis de la façon suivante :

■ **Coordination générale**

- En charge du développement et de la stratégie générale d'Interdev
- Coordonne les différents thèmes et réseaux géographiques d'Interdev : elle a notamment un rôle d'articulation entre les réseaux au Nord et les réseaux au Sud. Elle doit développer la capacité à mettre en relation les différentes régions.
- Maintient le site web central - Développe la base de données, la gère et l'administre
- En charge de la promotion du service : elle doit développer sa capacité à capitaliser sur le réseau lui-même et à en faire la promotion
- Recherche des financements pour le développement du service

■ **Coordinateur thématique**

- Développe l'articulation entre les partenaires régionaux concernés par la thématique
- Coordonne la stratégie du thème entre les différents espaces régionaux, en appui aux coordinateurs géographiques
- Développe la capacité à rechercher des financements
- Développe les échanges entre les différents régions sur le thème

■ **Coordinateur régional – Pluri-thématiques**

- En charge de l'animation régionale : stratégie d'information du réseau régional, stratégie institutionnelle
- En charge de la promotion du réseau au niveau régional et de la valorisation des contenus au niveau régional
- En charge d'animer la production des fiches, les échanges au sein du réseau - Responsable de la validation des fiches expériences saisies au niveau de la région
- En charge de mettre en circulation au sein du réseau régional une information annuelle : nombre de fiches entrées, nouveaux partenaires, etc.
- En charge d'accompagner les différents membres et de les former : gestion de l'information, capitalisation, outils informatique : le coordinateur régional est un organisme ressource pour les autres membres

■ **Organisations partenaires, membres du réseau**

- Production d'informations, dans le respect de la Charte du réseau
- Chargées de valoriser et diffuser l'information
- Chargées de faire connaître le réseau et d'y associer d'autres partenaires.

VI. LEGAL RESPONSIBILITIES OF THE MEMBERS

Each partner designates within its organisation a responsible for ensuring the respect of principles of the Charter and for the information placed on-line. This responsible is empowered to take the measures necessary to ensure the protection of the content produced by the organisation and the respect of the regulations and laws on the circulation of information that are in force in the producing country.

The co-producers of the database commit themselves to immediately removing any contentious information or works that are brought to their attention. In the case that contentious information is placed on-line, the publisher of the content shall be held solely responsible.

The producers of the database refuse all responsibility for the utilisation by external users of the information placed on-line. The Internet site contains a warning to this effect.

In the case of cessation of utilisation of the InterDev database, the partners recover all their property rights concerning their personal contributions, without prejudice to any utilisation previously authorised for other partners in the framework of this Charter.

VII. FAILURE TO ADHERE TO THE NETWORK CHARTER AND FULFIL MEMBER OBLIGATIONS

The regional and thematic coordinators act to guarantee that the network partners fulfil their commitments.

Failure to obey the Charter rules and/or continued failure to contribute information to the service shall result in exclusion from the network (concretely, the database access code is cancelled). The procedure is left to the discretion of each regional network and the regional coordinator who makes this decision after consulting the various partners, following the following schema: observation of failure to fulfil commitments, negotiation with the partner, warning, expulsion.

I, the undersigned (name of the organisation, legal status, name of manager for this project, coordinates) hereby certify that I understand the ensemble of this Charter and the legal regulations contained within it and that I commit to respecting them throughout my participation in the InterDev network.

Signed at:

On:

Signature