Bank Guidance

Development Dataset Acquisition and Archiving

Bank Access to Information Policy Designation
Public

Catalogue Number
4.05-GUID.109

Issued
January 22, 2020

Effective
January 22, 2020

Content
Guidance to Bank Staff on the acquisition and archiving of development datasets from countries, international organizations, commercial vendors, etc.

Applicable to
IBRD,IDA

Issuer
Managing Director, Operations, MDOPS

Sponsor
Director, DECDG

SECTION I – PURPOSE AND APPLICATION

1. This Guidance explains the acquisition and archiving of Development Datasets from countries, international organizations, non-governmental organizations, commercial vendors, universities, and other public and private third parties who are not individuals.

   This Guidance explains the procurement of Development Datasets through the Bank's Corporate Procurement Unit.

2. This Guidance applies to Staff of the Bank.

SECTION II – DEFINITIONS

3. As used in this Guidance, the capitalized terms and acronyms have the meanings set out (a) in the Procedure: Development Dataset Acquisition, Archiving and Dissemination, (or) (b) below:

   1. **Contract:** means a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods, services, or data and obligating the buyer (the Bank). For more information, please refer to the WBG Corporate Procurement Policy and Procedures Manual.

   2. **Specialized Datasets**: means Datasets developed and or compiled to support specific /limited types of analyses e.g. satellite imagery

SECTION III – SCOPE

1. This Guidance applies to all Development Datasets that are acquired by the Bank, including those that are procured through the Bank's Corporate Procurement Unit (SPACP).

2. For Development Datasets procured through SPACP, the Corporate Procurement Policy and Procedures Manual governs and gives detailed guidance on the procurement of all goods and services, including consulting services, acquired by the Bank.

3. This Guidance is intended to assist Staff whenever they obtain Development Datasets.

Dataset Acquisition

4. Before acquiring a Development Dataset, Staff check whether it is already available in the DDH data catalog. If it is available, Staff evaluate its re-usability before acquiring it again.

No-Fee Dataset Acquisition

5. Development Datasets may be acquired for no-fee if at least one of the following is true:

   a. The Dataset is publicly available for use, and Staff use it without restriction;

b. The Dataset is acquired from a Data Provider based on a document (email, fax-letter, hard-copy letter) from an authorized representative of the Data Provider stating that the World Bank may use the Dataset without restriction;

c. A License/Terms-of-Use for acquiring the Dataset is agreed to by the Bank. Staff ensure the License/Terms-of-Use are no less favorable than the Data License Agreement provided as Related Documents (Section IX); or

d. If no License is provided for a non-public Dataset, Staff acquire the Dataset pursuant to a Data License Agreement. See Related Documents (Section IX).

6. No-Fee Dataset Acquisition with a Data License Agreement:

Legal agreements are prepared and signed in accordance with the Procedure: Development Dataset Acquisition, Archiving and Dissemination. For legal advice, Staff may contact Legal Help Desk at legalhelpdesk@worldbank.org.

For-Fee Procurement of a Dataset through Bank's Corporate Procurement Unit

7. A Development Dataset may be procured by: (i) contracting with a vendor for Development Data collection and the creation of a new Development Dataset; (ii) obtaining a subscription to a Development Dataset service; or (iii) a purchase of a Development Dataset.

8. Geo-spatial Data. Before initiating a requisition for a geo-spatial Dataset (Satellite Imagery only), Staff consult with the Geo-spatial Operations Support Team (GOST) to inquire if the image being procured is already available for use.

9. The procurement process is conducted in accordance with the WBG Corporate Procurement Policy and Procedures Manual.

Key Issues in For-fee Dataset Procurement

10. License Agreements. All License Agreements associated with a for-fee procurement are negotiated by SPACP in accordance with WBG Corporate Procurement Policy and Procedures Manual. Note: A License Agreement (License) is negotiated by SPACP and is used when procuring For-fee Datasets. This is different from the Data License Agreement to be used with No-fee Dataset acquisition in the absence of a License/Terms of Use.

11. Ownership of Derivative Works. Any License Agreement normally provides that intellectual property in Derivative Works developed using a Dataset procured through a vendor belongs to the World Bank. However, under the terms and conditions of the Contract, the Bank may agree that while such intellectual property is held exclusively by the vendor, the Bank also obtains an irrevocable, world-wide, royalty-free license for all uses of the Derivative Works, including, without limitation to modify, copy, exploit and distribute (including sub-licensing). Ownership of intellectual property rights in Derivative Works, as well as in the Development Dataset procured, may be particularly important when the Contract is issued to a research institution or university.

12. Material Group Codes to be used for Datasets. While using Bank's 'Admin Portal' for procuring a Development Dataset, specific codes called material group codes, (see table at Annex 2) are used to tag the type of Dataset or service being procured. These codes,

specially created for Development Datasets, are used to assign appropriate expenditure categories to the procured Datasets and related services. These codes are used to report on and monitor expenditures.

New Data Collection

13. **Deliverables**. For datasets collected by a vendor, regardless whether data collection is the main task, Staff draft Terms of Reference following the guidance provided in Annex 1. The TOR includes specific details about Datasets, their format, as well as required documentation as outlined in the Procedure: Development Dataset Acquisition, Archiving and Dissemination, and below:

    a. **Datasets** that underlie the output of the project. This would include the raw and/or validated Data in a format that is specified in the TORs, as well as any other Datasets derived from the collected Data.

    b. **Machine-readable.** Datasets are delivered to the Bank in a machine-readable format. The Contract specifies the particular format for delivery.

    c. **Dataset documentation**. The TORs include specific details of the Metadata and any other documentation. This may include, for example, methodological notes on Dataset collection, simulation model details, etc.

14. **Ownership of Intellectual Property**

    a. When the Contract involves collection of new Data, the Bank is the sole owner of the Data and other contracted deliverables from the time of their creation, unless the Contract explicitly states otherwise. The Bank owns all rights, title and interest including any intellectual property rights without any limitation. This is the default scenario under the Bank's standard terms and conditions in a Contract. Exceptions to this default may occur in some situations e.g. where ethical considerations and/or government requirements dictate otherwise.

    b. In some situations, a vendor may request exclusive ownership of Datasets and any Derivative Works. This scenario is seen sometimes when the contracts are with universities for Dataset collection and for research work. Such requests are referred to SPACP for negotiation with the vendor/university.

15. **Access Rights.** The Bank *may* negotiate access rights to the Data or Datasets with a vendor executing a License Agreement. This *may* include granting the vendor a nonexclusive, non-transferable license to use the deliverables or to use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of, or in connection with the deliverables under the contract, including Derivative Works. The circumstances under which such access rights are granted and the extent of rights granted are stated in the Contract.

16. **Contracting with a University**. The standard WBG terms and conditions are applicable when contracting with a university for performing Dataset collection and research. However, this may create issues for some universities, particularly with regard to the ownership and use of the Dataset and its Derivative Works. Staff:

a. Communicate Bank requirements to the university prior to requesting a formal proposal and prior to submitting the requisition in the Bank's e-procurement system or the Admin Portal. The communication clarifies that the Bank intends to enter into a Contract for services and does not provide a grant to the university.

b. Refer any requested exceptions to SPACP for negotiation with the university if the standard language in the terms and conditions is not acceptable to the university. The most often requested exceptions pertain to copyright and data ownership.

Data Subscriptions

17. Development Datasets may be procured through a subscription service from vendors who specialize in collecting and curating data. This is generally done under a License from the vendor.

18. Choosing Dataset subscriptions is typically done by single source selection, as opposed to a competitive bidding process. The conditions in a vendor's standard Contract are negotiated by SPACP to include, among other clauses, the Bank's privileges and immunities and appropriate liability protections. The License is often for a specific period, with or without a renewal clause.

19. Access to Datasets. Data subscriptions are negotiated such that data is accessible as widely as possible to other Staff. However, this may not be always possible due to licensing restrictions on reuse of data for other projects, or due to the budgetary constraints of acquiring many licenses.

20. Dataset Ownership. When the Development Dataset procurement is through a subscription, the vendor generally retains ownership of the Dataset. The Bank obtains a clear License to use the Datasets that allows the Bank to fulfill its requirements. Any copyright, trademark or other intellectual property rights that the vendor retains for the Dataset, as well as the permissions granted to the Bank with regard to the use of the Datasets, are clearly stated in the agreement with the vendor. It is the responsibility of Staff to ensure that these ownership rights of the vendor are not infringed.

21. Disposal of Datasets. At the termination of the subscription Contract, some vendors require that all Datasets provided by the vendor be "destroyed", that is, Staff are obliged to remove the Datasets from their desktops, laptops, network drives and archives, and destroy portable media (CDs, USB drives, etc.). Staff ***avoid*** inclusion of such requirements in the vendor's subscription License, since it is almost impossible for Staff to ensure that the Datasets thus provided may be removed (deleted) from all media, paper and electronic.

Dataset Purchases

22. Before purchasing a Dataset, Staff explore if that Dataset is available free-of-cost from governmental or other agencies. Satellite image and GIS data, for example, is often accessible from open sources, such as NASA, Google, etc. Staff ensure that any License or use restrictions related to such Data are adhered to.

23. Purchases of specialized Datasets (satellite imagery, remotely sensed, LIDAR, weather and others) may have licensing restrictions in their use and distribution within and outside the

Bank. SPACP works with Staff to put in place master agreements where the Bank requires recurrent use of such data.

24. Specialized Datasets are available from a few vendors worldwide. Staff work with SPACP to launch a 'Request for Proposal (RFP)', or request a single source selection for such data from a pre-selected vendor per AMS 15.01.

25. **Access to Purchased Datasets by Client Countries.** It is possible that Staff may be requested by their client-country counterparts to provide access to the Datasets purchased under corporate procurement by SPACP. This sharing is normally *not* allowed under the vendor's Contract for obvious commercial reasons. Staff does not share any Datasets with entities not included in the Contract.

26. **Limited time use**. If a Development Dataset is provided under a License by the vendor only for a specified period, Staff includes in the Contract any obligations the Bank would have in terms of the Dataset disposal at the end of the licensed period.

27. **Areas of Interest (AOI).** Oftentimes vendors provide satellite or an aerial image Dataset that covers areas larger than what was requested. For example, if a Dataset is requested for a country that is the AOI for a project, it is quite likely that the vendor may provide a Dataset that covers one or more countries around the AOI. This, however, does not permit Staff to use the data on other countries outside the AOI. This is clarified in the License.

Key Staff Responsibilities

28. **Preparing and enforcing Terms of Reference (ToRs). ToRs** are an integral part of the procurement contract. All actionable items (methodology for data collection, data deliverables, documentation, progress and final reports, etc.) in the ToRs are binding on the selected vendor and are enforceable.

29. Staff managing a Contract are responsible for reviewing and accepting deliverables. Invoices for deliverables, submitted by the vendor, are not be approved for payment unless Staff have verified and confirmed that the deliverables are acceptable. Staff ensure that deliverables are in accordance with the stipulations in the Terms of Reference and the Contract. Acceptance of deliverables are done in writing to the vendor/firm and a copy is maintained in the contract files maintained by SPACP.

30. If a deliverable is not submitted on time, or if it does not conform to the Contract requirements, Staff notify the firm's authorized representative promptly and in writing. Unless the Bank notifies the vendor that the deliverable is not acceptable, it may be deemed accepted, and payment might be due. No payments are made for non-conforming or unsatisfactory deliverables.

SECTION IV – OTHER PROVISIONS

N/A

SECTION V – TEMPORARY PROVISIONS

Dataset Archiving

Subject to Section III.1-4, above, where feasible, a Development Dataset that is acquired before the effective date of this Guidance is deposited in the DDH following the steps provided on the DDH Data Deposit Site *within one year* of the issuance date of this Guidance.

SECTION VI – EFFECTIVE DATE

This Guidance is effective as of the date on its cover page.

SECTION VII – ISSUER

The Issuer of this Guidance is the World Bank Managing Director, Operations.

SECTION VIII – SPONSOR

The Sponsor of this Guidance is the Director, Development Economics Data Group (DECDG).

SECTION IX – RELATED DOCUMENTS

Bank Procedure: Development Dataset Acquisition, Archiving and Dissemination

Data License Agreement Template for Specific Data Access

AMS 15.10 Corporate Procurement (Part I Directive, Part II Procedure)

AMS 15.01 Selection and Use of Consultants by the World Bank Group for Operational Purposes

World Bank Group Directive – Corporate Procurement Policy and Procedures Manual, Tenth Edition (Revised), November 16, 2017. Catalogue Number. MDC1.14-DIR.111

IBRD/IDA - IBRD/IDA Procedure - Signature Authority – (Revised) April 12, 2017. LEG1.01-PROC.150

ANNEX(ES)

Annex 1: Terms of Reference Template for a Contracted Firm for Development Data Collection

Annex 2: Material Codes for Procurement of Datasets

Questions regarding this Guidance should be addressed to the Sponsor.