

Terms of Use for eBird Status and Trends Products (November 15, 2023)

These Terms of Use apply to the following products: eBird Status and Trends Visualizations, eBird Status and Trends Data Products, and Modified eBird Status and Trends Data Products (collectively, “**eBird Status and Trends Products**”).

Please note that these Terms of Use do not apply to raw eBird Data, the use of which is subject to the separate [eBird Data Access Terms of Use](https://ebird.org/data/download). To request access for raw eBird data, please visit <https://ebird.org/data/download>

THESE TERMS AND CONDITIONS OF USE (the “**Terms**”) ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND CORNELL UNIVERSITY ON BEHALF OF THE CORNELL LAB OF ORNITHOLOGY (the “**Cornell Lab of Ornithology**”) governing your use of eBird Status and Trends Products.

1. DEFINITIONS

- a. **eBird Status and Trends Visualizations:** Visualizations include all maps, charts, graphs, figures, and animations that can be downloaded from the Cornell Lab of Ornithology’s eBird website (ebird.org/science/status-and-trends).
- b. **eBird Status and Trends Data Products:** Data Products underlying the visualizations are available through the R package *ebirdst*. These data products, which are generated by a team of data scientists and statisticians at the Cornell Lab of Ornithology, describe estimates of seasonal species ranges, seasonal relative abundance, weekly relative abundance, and trends in relative abundance.
- c. **Modified eBird Status and Trends Data Products:** New data layers, visualizations, or other derivatives created using eBird Status and Trends Data Products which have been analyzed, remixed, transformed, summarized across products (for any species, geographies, and time), combined with other data sources or otherwise altered or modified.
- d. **Commercial Purposes:** Any use by or on behalf of, or to inform or assist the activities of, a commercial entity (an entity that operates “for profit”), or any use by a non-profit or public benefit entity for any revenue generation purposes not expressly authorized under these Terms. These uses include but are not limited to printed or online materials, bird guides, textbooks, books, commercial data provision, and redistributed Modified eBird Status and Trends Data Products.

2. ATTRIBUTION, CITATION, AND DISCLAIMER

- a. **Proper attribution for eBird Status and Trends Visualizations:** Visualizations shall be used, performed and displayed exactly as downloaded from the Cornell Lab of

Ornithology's eBird website, including the logo and the citation embedded in the visualizations. A link must also be provided to the eBird Status and Trends Project website <https://ebird.org/science/status-and-trends>.

- b. Proper citation for eBird Status and Trends Data Products:** eBird Status and Trends Products must be cited with the information provided here: <https://ebird.org/science/status-and-trends/recommended-citation>. The full citation is required, including the DOI (digital object identifier). A link to the website must also be included: <https://ebird.org/science/status-and-trends>.
- c. The following disclaimer must be displayed or otherwise included in all materials using eBird Status and Trends Products:**
"This material uses data from the eBird Status and Trends Project at the Cornell Lab of Ornithology, eBird.org. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Cornell Lab of Ornithology."

3. USE CASES

The following prescribes how and to what extent each type of eBird Status and Trends Data Product may be used in each type of Use Case identified below, listed in order from least restrictive to most restrictive. If eBird Status and Trends Products will be used for multiple purposes, the most restrictive type of use shall apply. For example, if the data will be included in a report to be used for fundraising (Section 3f) as well as for education and policy advocacy (Section 3b), the report may only include the eBird Status and Trends Products permitted in Section 3f regarding organizational fundraising of these Terms.

Please refer to Section 2 for attribution, citation, and disclaimers required for use under these Terms.

Use of eBird Status and Trends Products for Commercial Purposes is not covered under these Terms and requires the prior written permission of the Cornell Lab of Ornithology.

If the purpose for which you intend to use eBird Status and Trends Products is not listed below, prior written permission of the Cornell Lab of Ornithology is required.

Requests for permission may be submitted to ebird@cornell.edu.

- a. Scientific publications, and related reports and presentations**
 - Up to 250 eBird Status and Trends Visualizations may be used, reproduced, publicly performed, or publicly displayed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.

- An unlimited number of eBird Status and Trends Data Products may be used, reproduced, distributed, publicly performed, or publicly displayed for peer-reviewed scientific publications, with proper citation.
- Modified eBird Status and Trends Data Products resulting from the peer-reviewed publications may be archived in accordance with the applicable journal's publication requirements.
- Figures from peer-reviewed scientific publications may be used, reproduced, distributed, and publicly performed and publicly displayed in printed or online form that includes the appropriate journal citation.
- You shall not, and shall not authorize, permit or enable third parties, to redistribute eBird Status and Trends Data Products in electronic or tangible form through websites, documents, APIs, as part of software or visualization tools, or via any other means or technology without the prior written permission of the Cornell Lab of Ornithology.
- Modified eBird Status and Trends Data Products that are the result of a peer-reviewed scientific publication and are based on up to 25 eBird Status and Trends Data Products may be redistributed
- For research that relies heavily upon the eBird Status and Trends Data Products, the Cornell Lab of Ornithology welcomes opportunities to collaborate and/or review the work prior to submission for publication.

b. Educational and artistic materials, including those supporting not-for-profit books, film, courses, software packages, and outreach events.

- Up to 250 eBird Status and Trends Visualizations may be used, reproduced, publicly displayed and publicly performed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
- eBird Status and Trends Data Products for up to 100 species may be used, reproduced, publicly displayed and publicly performed as part of educational materials with proper citation.
- Modified eBird Status and Trends Data Products derived from the 100 data products may be used, reproduced, distributed, publicly displayed and publicly performed as part of educational materials.

c. Non-peer reviewed publications, reports, preprints, theses, and related applications

- Up to 250 eBird Status and Trends Visualizations may be used reproduced, publicly displayed and publicly performed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
- eBird Status and Trends Data Products for up to 50 species may be used with the proper citation. The prior written permission of the Cornell Lab of Ornithology is required for >50 species.
- You shall not, and shall not authorize, permit or enable third parties, to redistribute eBird Status and Trends Data Products and Modified eBird Status and Trends Data Products from the 50 species in electronic or tangible form through websites, social media or other internet-based methods, in documents, as part of software or

visualization tools, or via any other means or technology without the prior written permission of the Cornell Lab of Ornithology.

d. Websites, web-based platforms, mobile applications, and decision-support tools

- Up to 250 eBird Status and Trends Visualizations may be used directly in an unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
- No use of eBird Status and Trends Data Products is permitted without the prior written consent of the Cornell Lab of Ornithology.
- You shall not, and shall not authorize, permit or enable third parties, to redistribute eBird Status and Trends Data Products and Modified eBird Status and Trends Data Products in electronic or tangible form, through websites, documents, APIs, as part of software or visualization tools, or via any other means or technology without the prior written permission of the Cornell Lab of Ornithology.
- Modified eBird Status and Trends Data Products, including figures, which are excerpted from peer-reviewed scientific publications may be used, reproduced, publicly performed and publicly displayed online with the appropriate journal citation.

e. Grants, contracts, and gifts

If proposals or funding requests include more than one of the categories listed below, the terms should be used from the most restrictive of the categories included in the fundraising.

- (i) For scientific research related to specific projects and not general proposals for supporting the organization's overall operations, research, or staff
 - Up to 250 eBird Status and Trends Visualizations may be used, reproduced, publicly performed and publicly displayed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
 - An unlimited number of eBird Status and Trends Data Products may be used, reproduced, distributed, publicly performed and publicly displayed for scientific purposes, with proper citation.
 - No use of Modified eBird Status and Trends Data Products is permitted without the prior written consent of the Cornell Lab of Ornithology.
 - For research that relies heavily upon the eBird Status and Trends Data Products, the Cornell Lab of Ornithology welcomes opportunities to collaborate and/or review the work prior to submission for publication.
- (ii) For specific outreach, capacity-building, and educational activities (e.g., materials for courses, workshops, public presentations)
 - Up to 50 eBird Status and Trends Visualizations may be used, reproduced, distributed, publicly performed and publicly displayed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.

- No use of eBird Status and Trends Data Products or Modified eBird Status and Trends Data Products is permitted without the prior written consent of the Cornell Lab of Ornithology.

f. Fundraising, including proposals, for broad programmatic or organizational support

- Up to 25 eBird Status Visualizations may be used, reproduced, distributed, publicly performed and publicly displayed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
- No use of the eBird Status Data Products or Modified eBird Status Data Products is permitted without the prior written consent of the Cornell Lab of Ornithology.

g. Press/media

- Up to 100 eBird Status and Trends Visualization may be used reproduced, distributed, publicly performed and publicly displayed in the unmodified form downloaded from the Cornell Lab of Ornithology website with proper attribution.
- Additional visualizations require the prior written consent of the Cornell Lab of Ornithology.
- Up to 100 eBird Status and Trends Data Products may be used reproduced, distributed, publicly performed and publicly displayed for press or media purposes, with proper citation.

4. CORNELL LAB OF ORNITHOLOGY DISCLAIMER

The Cornell Lab of Ornithology makes no warranties or representations, express or implied, with regard to the correctness, reliability, or accuracy of any eBird Status and Trends Data Product, or otherwise. All eBird Status and Trends Products are provided “as-is.” The material and geographic designations in eBird Status and Trends Products do not imply the expressions of any opinion whatsoever on the part of the Cornell Lab of Ornithology concerning the legal status of any country, territory or area, nor concerning the delimitation of its frontiers or boundaries. Neither the Cornell Lab of Ornithology nor its affiliated or related entities or its content providers shall be responsible or liable to any person, firm, or corporation for any loss, damage, injury, claim, or liability of any kind or character based on or resulting from any use of any eBird Status and Trends Data Product.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

You agree to indemnify, defend, and hold harmless Cornell University, its trustees, officers, employees, and agents, from and against all losses, expenses, damages, and costs, including reasonable attorneys’ fees, resulting from your violation of these Terms. You expressly understand and agree Cornell University shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Cornell has been advised of the possibility of such damages), resulting from your use of any eBird Status and Trends Products.

6. ERRORS AND OMISSIONS

The Cornell Lab of Ornithology endeavors to maintain accurate and up-to-date data at all times. However, if errors or omissions are identified, the user should notify the Cornell Lab of Ornithology so that they may be corrected in future releases of the data. Users can contact the Cornell Lab of Ornithology using the details below. Please mark all correspondence: “eBird—Data Request”.

Email: ebird@cornell.edu

Postal Address: eBird Status and Trends, Cornell Lab of Ornithology, 159 Sapsucker Woods Road, Ithaca, NY, 14850.