

BTO/JNCC Seabird Monitoring Programme Data Access and Use Policy

Seabird monitoring volunteer, by Katherine Booth Jones / BTO

The following provides a written policy for managing access to and use of Seabird Monitoring Programme (SMP) data, both within and outwith the established SMP Scheme (www.bto.org/smp). It recognises the importance of data providers and sets out Terms and Conditions to gain and maintain their confidence and help to ensure data flow into the SMP.

The SMP is a Scheme which mobilises individuals (Scheme participants) to monitor breeding seabirds throughout the United Kingdom, the Isle of Man and the Channel Islands, on an annual basis, to provide data for the conservation of their populations. The SMP is a Scheme funded jointly by the British Trust for Ornithology and Joint Nature Conservation Committee, in association with the Royal Society for the Protection of Birds, and is supported by Co-operating Organisations (Natural England, Natural Resources Wales, NatureScot and Department of Agriculture, Environment and Rural Affairs) and a wider SMP Advisory Group that also includes organisations from Ireland. BTO coordinates and acts as secretariat for the Scheme and hosts the SMP database.

1 PURPOSE

This Data Access/Use Policy will contribute to more transparent working and is an important part of managing permission to use and pass on SMP data. It will help our data providers and users better understand our aims and intentions.

It will help to:

- assure data providers that their data are being managed responsibly; and
- enable data users to better understand the source of data and the conditions under which they are available.

2 OUR AIMS AND OBJECTIVES

The SMP Scheme intends to make seabird data widely available in order to advance our understanding of seabird populations and to further their conservation.

The SMP Scheme's stated aims are to:

- (i) Collect and synthesise high-quality, representative, and accessible data on seabird breeding abundance, distribution, and demographics, to inform conservation policy and management affecting breeding seabirds.
- (ii) Provide underpinning evidence that supports the identification of drivers of seabird population trends and research into the mitigation of their negative effects.
- (iii) Develop and maintain an effective partnership of professional and non-professional contributors to seabird monitoring, facilitating increased public knowledge and appreciation of seabirds and their environment.

These aims can only be met by combining data collected by a wide range of organisations and individuals. The resultant SMP Database provides the resource to assess the status and trends of seabird populations at large-scales (i.e. national or regional).

3 DATA STORAGE

Data received are validated when entered and then stored securely in the SMP Database operating under a Data and Information Policy (www.bto.org/our-science/data/data-and-information-policy) and Privacy Policy (www.bto.org/sites/default/files/seabird_monitoring_programme_privacy_policy.pdf).

4 DATA SOURCES

The SMP Database contains data collected at seabird colonies throughout Britain and Ireland, the Isle of Man and the Channel Islands, as part of the Seabird Monitoring Programme. Data are provided by Partners, Associate Partners, Co-operating Organisations and members of the wider Advisory Group, together with other professional and non-professional Scheme participants.

5 DATA USE

Data are analysed by BTO at least annually for example to determine trends, and to seek likely explanations for trends with a view to informing management and conservation. Analyses are reported upon primarily in the online report on the SMP website (www.bto.org/smp).

Counts of the total numbers of seabirds breeding at colonies (known as ‘whole-colony counts’) and estimates of the breeding success within sample sub-sections of the colonies (known as ‘breeding success’) are held in a section of the database that can be browsed and downloaded online at <https://app.bto.org/seabirds/public/data.jsp>. In addition, whole-colony counts, breeding success estimates and other data (e.g. adult survival, diet) are available on request from the BTO (www.bto.org/our-science/data/data-request-system).

6 DATA SHARING

The Partners and Associate Partners will provide current levels of access to data from the Scheme and seek to increase levels of access to data as part of a programme of development, except where data access is restricted through data access agreements with other data providers like Key Sites organisations or represent sensitive information. However, all Partners and Associate Partners acknowledge that there may be cases where a data-user requests a bespoke data extraction; charges will be made by BTO for any bespoke data services, with any resulting surplus being fed back to the benefit of the Scheme. Such services will not include analysis or interpretation of data, which would need to be commissioned separately.

The nature of the Scheme means that some of the data collected may be ‘sensitive’ in nature, meaning that its release could harm the environment. Generally, this refers to rare breeding species at risk of persecution, disturbance or collecting, identified as such in conjunction with, and with advice from, the Statutory Nature Conservation Bodies and the Rare Breeding Birds Panel. Sensitive data will be disseminated only with appropriate due care and regard, generally in such a way that blurs the precise locations unless it is established that the requester has a genuine need for greater precision and can be relied upon to manage the sensitive records appropriately.

7 TERMS AND CONDITIONS

All data holdings (accessed from the SMP Database either online or directly from the BTO) are made available for use under these Terms and Conditions. The Terms and Conditions are important and protect the copyright of our data providers and help to gain the confidence of data providers that their data are being used responsibly. Data providers retain the copyright of their original data at all times. Data providers have given BTO and JNCC their permission to hold a copy of their data within the SMP Database and disseminate it according to the terms laid out in this Data Access and Use Policy. Users are permitted to use the data holdings that we make available for their own private use or for use in the ordinary course of their business, provided that such use is in accordance with our Terms and Conditions.

IMPORTANT: By accessing the SMP Database you are agreeing to be bound by these Terms & Conditions and the SMP Privacy Policy. These Terms & Conditions govern the way you can use all material, data and/or information from the SMP Database made available to you. Please read them carefully. BTO, on behalf of the SMP Partners and Associate Partners, may change these Terms & Conditions, or the Privacy Policy at any time without giving you notice, so please check them each time you access the SMP Database.

7.1 Use of Material, Data and/or Information

7.1.1 All material, data and/or information in the SMP Database are protected by intellectual property rights. You are permitted to view online or obtain (either by download or directly from the SMP Secretariat) and/or use any material, data and/or information for your own private use or for use in the ordinary course of your business provided that use is in accordance with these Terms & Conditions.

7.1.2 You must not use or attempt to use any of the information from the SMP Database deliberately to damage the natural environment.

7.1.3 You must not use any of the personal data made available to you from the SMP Database for any purpose other than to acknowledge an individual recorder.

7.1.4 You must acknowledge the contribution of data providers in any information products or publications, whether printed, electronic or broadcast, that are based wholly or in part on data and/or information extracted from the SMP Database as follows: ‘Data were provided by the Seabird Monitoring Programme, a Scheme funded jointly by the British Trust for Ornithology and Joint Nature Conservation Committee, in association with the Royal Society for the Protection of Birds, with fieldwork conducted by both non-professional and professional surveyors.’ There is no requirement for individuals or organisations to acknowledge the SMP when they use data they have collected themselves.

7.1.5 The use of, or reference to, information and /or data recorded at a specific site must be accompanied by an acknowledgement of the original recorder(s) or organisation(s) by name (where their name is made available and where there are no more than 10 original recorders or organisations – in which case the general acknowledgment given in 7.1.4 should be used instead).

7.1.6 SMP Partners and Associate Partners may, in a limited number of cases, restrict the availability of some material, data and/or information (see section 6). If you are granted access to such material you must not disseminate, deliberately compromise or otherwise infringe the confidentiality of such information without first obtaining written permission from the BTO, who will act on behalf of the data provider.

7.1.7 You may not republish wholesale the material, data and/or information made available to you without first obtaining written permission from SMP Partners and Associate Partners, who will act on behalf of the data provider; please contact the SMP Organiser (smp@bto.org). Under such circumstances and where data have been submitted to the SMP with restrictions concerning their use, SMP Partners and Associate Partners will endeavour to liaise directly with the data provider.

7.1.8 Any information, product or publication that you make which contains any part of the material, data and/or information made available to you from the SMP Database must contain a statement that SMP Partners and Associate Partners, data provider, original recorder and the SMP Scheme bear no responsibility for any further analysis or interpretation of that material, data and/or information.

7.2 Accuracy of Information and Disclaimer

7.2.1 SMP Partners and Associate Partners make every effort to ensure that any material, data and/or information on this website is accurate but can make no representation and give no warranty that any material, data and/or information is accurate, up to date or complete. SMP Partners and Associate Partners accept no liability for any loss or damage caused by inaccurate, out of date or incomplete material, data and/or information.

7.2.2 Data providers take steps to maximise the quality of the material, data and/or information they make available to you through the SMP Database but give no warranty that it is accurate, up to date or complete. Furthermore, data providers accept no liability for any loss or damage caused by inaccurate, out of date or incomplete material, data and/or information.

7.2.3 You should check the validity and accuracy of data and/or information you receive from the SMP Database before relying upon it. The material, data and/or information within the SMP Database are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by SMP Partners and Associate Partners and are not intended to be relied upon when making (or refraining from making) any decision.

7.2.4 The material, data and/or information available from within the SMP Database are not substitutes for the exercise of professional judgement, for example with regard to data analysis or interpretation. If you are not qualified or experienced enough to make that judgement, BTO will be happy to provide support and advice on appropriate use of the data on request.

7.2.5 If you find any inaccurate, out of date or incomplete material, data and/or information in the output you download from the SMP Database or receive from BTO, or if you suspect that something is an infringement of intellectual property rights, you should let BTO know immediately.

8 CHARGES

The SMP data are made available on-line, free of charge, for use in decision making, research, education and other public-benefit purposes.

Where information accessible through the SMP Online Portal are not sufficient for the needs of a potential data user, BTO may provide a service to supply more bespoke, non-standard data products, analysis or advice, and reserve the right to charge for that service in accordance with the BTO Data Request System (www.bto.org/our-science/data/data-request-system) or if required.

9 FURTHER INFORMATION AND ADVICE

Please contact the BTO (smp@bto.org).