

MCZ Project Data: Guiding principles for ownership, use and custodianship

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JNCC and Natural England

1. Background

Gaining access to data and information is fundamental to the success of the MCZ Project. It will not be possible to identify potential MCZs without a good knowledge of the marine environment, its value in ecological and economic terms, and its importance to sea users. This document sets out the MCZ Project principles regarding data ownership, use, and custodianship.

The MCZ Project Partners recognise the value of data and respect the rights conferred by ownership of data. The Partners take data matters seriously, continually aiming to achieve full compliance with the requirements of good practise from current legislation.

JNCC and Natural England pursue policies that aim to make all data generated with funds from the public purse widely available and ideally, at little or no cost to the end-user. Whilst they encourage other data owners and providers to do likewise, they recognise that additional constraints may apply preventing others following these policies.

The following text sets out the guiding principles followed by the MCZ Project Partners.

2. Guiding principles

2.1. Data ownership

- *Data ownership rests with the originator and/ or data provider;*
- *Data ownership can be transferred by the originator using a data agreement, if appropriate;*
- *The data owner can determine the terms and conditions of the use of the data by others through a data agreement.*

2.2. Defining use

- *Data owner sets the terms and conditions of use of their data using a data agreement;*
- *Data must only be used for the purpose set out by the data owner/data provider, established in a data agreement;*
- *Use of any derived data products must acknowledge and abide by the terms of use set for the source data; and,*

- *High level information on the data (e.g. metadata), must always be made publicly available even if the data themselves are severely restricted.*

The MCZ Project Partners will actively encourage openness and transparency in the provision and use of data and information. They do recognise that some material may be confidential and/or have commercial value and cannot be made widely available. However the Partners would require owners of such material to make its existence known via a metadata record.

A Data Agreement is a formal agreement between the data provider and the data receiver for the terms and conditions of use and access. An Agreement is required to ensure both parties have a clear understanding of the basis upon which they have provided the data and upon which the data can be held, used and disseminated. Whilst an Agreement is *formal* and has legal standing, it can range from a simple statement (in an email) to a detailed document using full legal terminology; the precise form will depend on the nature of the data and the degree to which the owner wishes to protect the information.

The most important part of any Data Agreement relates to the longer term availability and use of the material. For MCZ use, data that are essential to the designation of the site, particularly material that justifies site boundaries or the presence of site features, must be publicly available (for viewing during any public consultation) and stored into the future as a matter of public record. Such material will also be required by the Statutory Nature Conservation Bodies (SNCBs) to support future monitoring and management. However, the SNCBs would encourage all providers to make their data and information available to all users (under licence, specifying cost where appropriate) to help develop an improved understanding of the marine environment across society.

2.3. Custodianship: Data management framework

- *MEDIN discovery metadata must be completed and made available for all data;*
- *Data and MEDIN discovery metadata will be archived by MEDIN according to the terms and conditions set by the data owner;*
- *Data must be stored securely by the MCZ Project Partners and the regional MCZ projects; and,*
- *Appropriate access restrictions must be implemented according to the Data Agreement.*

Data provided directly to the MCZ Project partners and regional MCZ projects by individuals or organisations will require a Data Agreement to be established, and MEDIN discovery metadata records completed. The metadata and data will be temporarily housed by the MCZ Project Partner or the regional MCZ projects until the end of the MCZ Project. All data provided to the MCZ Project Partners and regional MCZ projects will be stored securely during the course of the project in accordance with prevailing legal requirements (IPR and Data Protection) and all access/use permissions granted by the data owners strictly followed.

At the close of the MCZ Project the Regional Project Teams will pass metadata and data to the relevant MEDIN Data Archive Centre (DAC) (see Figure 1) where the terms and conditions allow; data cataloguing and archiving is a clearly defined task in the close-down phase of their project plans. Data will only be transferred with the permission of the data owner and any necessary restrictions implemented and publicised. All data that have been restricted to use only within the MCZ Project by the data owners will be destroyed, unless they are essential to support the designation of a site. Where data were restricted but are subsequently deemed essential to designation, the MCZ Regional Projects will establish a revised data agreement with the data owner(s) setting out terms and conditions for its future storage, viewing and use (if required).

Anyone wishing to gain access to any of these data in the future, including public bodies, will have to make an appropriate request to the relevant MEDIN DAC and abide by the relevant rules for use set by the data owners.

Figure 1: Data management framework

