

Seabird Monitoring Programme Data Access/Use Policy

To find out more about:

Seabird whole colony count data from the UK and Republic of Ireland visit:
<http://www.jncc.gov.uk/page-4460>

SMP online database visit: <http://www.jncc.gov.uk/smp/>

Seabird Monitoring Programme visit: <http://www.jncc.gov.uk/page-1550>

Seabird Monitoring Programme Data Access/Use Policy

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 Partnership*. 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. This policy has been adapted from the model used by the National Biodiversity Network (<http://www.nbn.org.uk/Home.aspx>).

The SMP Partnership comprises the following organisations: BirdWatch Ireland, British Trust for Ornithology, Centre for Ecology & Hydrology, Countryside Council for Wales, Department of Environment, Food and Agriculture (Isle of Man), Department of Environment, Heritage and Local Government (Republic of Ireland), States of Guernsey Government, Joint Nature Conservation Committee, Manx Birdlife, Manx National Heritage, The National Trust, The National Trust for Scotland, Natural England, Northern Ireland Environment Agency, Royal Society for the Protection of Birds, Scottish Natural Heritage, Scottish Wildlife Trust, The Seabird Group, Shetland Oil Terminal Environmental Advisory Group.

Note: JNCC acts as secretariat for the Partnership and is its Database Host, which means it is the organisation who acts on behalf of the Partnership to collate, store and manage its data.

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;
- 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 Partnership intends to make seabird data widely available in order to advance our understanding of seabird populations and to further their conservation.

The SMP Partnership's stated aims are "to contribute information to enable the appropriate agencies to maintain favourable status of seabird populations in Britain and Ireland. It ensures that sufficient data on breeding numbers and appropriate demographic and behavioural parameters of seabirds are collected - both regionally and nationally - to enable their population and conservation status to be assessed, and to monitor the impacts of ecosystem pressures."

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 checked for accuracy and stored securely in the SMP Database held by the Database Host. The Database Host operates a Data Security & IT Usage Policy and a [Privacy Policy](#).

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 Partner organisations, other organisations and volunteers.

5 Data Use

Data are analysed by the Database Host 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 [Seabird Population Trends and Causes of Change](#) at www.jncc.gov.uk/page-3201.

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 www.jncc.gov.uk/smp. Whole-colony counts are also available to download at www.jncc.gov.uk/page-4460. In addition, whole-colony counts, breeding success estimates and other data (e.g. adult survival, diet) are available on request from the SMP Database Host (email: smpWebsiteAdmin@jncc.gov.uk).

6 Data Sharing

The SMP Partnership is committed to promoting the use of the data held within its database. The SMP Partnership believes that the data resources held should be available for use in not-for-profit decision making, research, education and other public-benefit purposes. As a public body, JNCC – the SMP Database Host - has obligations under the [Environmental Information Regulations 2004](#) and the [Environmental Information \(Scotland\) Regulations 2004](#) (EIR) to consider the active release of seabird data and its associated metadata, including via the World Wide Web, in order to contribute to the national resource of marine environmental data. Anyone contributing to the SMP Database is notified that by doing so, they are acknowledging that their data are held under the Database Host’s obligations under the EIR.

There may be some circumstances in which JNCC, as the responsible Database Host, may need to restrict access to data under the terms of the [EIR](#). All requests for data and information have to be considered on a case by case basis with the public interest in mind. For the types of data that we hold these exceptions are particularly relevant to the decision-making process:

- If release of the data or information could lead to environmental harm;
- If the data contain personal information. Information within the SMP Partnership is managed in accordance with the [Data Protection Act 1998](#);
- If the data provider has requested that certain data or information is withheld. For example where data are under preparation prior to publication. The restriction may be permanent or temporary, depending on the restrictions agreed with the data provider.

7 Terms and Conditions

All our data holdings (accessed from the SMP Database either online or directly from the SMP Database Host) 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 the original data at all times. Data providers have given the SMP Database Host 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/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 not-for-profit and 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 our [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.

The SMP Database Host may change these Terms & Conditions, or our 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 Database Host) 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: *'These data were extracted from the Seabird Monitoring Programme Database [at www.jncc.gov.uk/smp and/or www.jncc.gov.uk/page-4460]. Data have been provided to the SMP by the generous contributions of nature conservation and research organisations, and of many volunteers throughout the British Isles.'*
- 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 The SMP Database Host 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 SMP Database Host, who will act on behalf of the data provider.

- 7.1.7 You may not use the material for commercial purposes (including EIAs) or make any financial profit from use of the material, data and/or information made available from the SMP Database or from any products you derive without first obtaining written permission from the SMP Database Host who will act on behalf of the data provider. Where data have been submitted to the SMP with restrictions concerning commercial exploitation, the Database Host will endeavour to liaise directly with the data provider.
- 7.1.8 You may not republish wholesale the material, data and/or information made available to you, or exploit it for commercial purposes without first obtaining written permission from the SMP Database Host, who will act on behalf of the data provider. Under such circumstances and where data have been submitted to the SMP with restrictions concerning commercial exploitation, the Database Host will endeavour to liaise directly with the data provider.
- 7.1.9 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 the SMP Database Host, data provider, original recorder and the SMP Partnership 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 The SMP Database Host makes 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. The SMP Database Host accepts 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 the SMP Database Host or SMP Partnership 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 judgment, for example with regard to data analysis or interpretation. If you are not qualified or experienced enough to make that judgment, the Database Host 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 the SMP Database Host, or if you suspect that something is an infringement of intellectual property rights, you should let the SMP Database Host know immediately.

8 Charges

The SMP Partnership data are made available on-line, free of charge, for use in not-for-profit activities, decision-making, research, education and other public-benefit purposes.

Supply of information not readily accessible through the SMP Partnership Website may involve costs to the SMP Database Host, for example for provision of photocopies or digital storage media. Any analysis of the data may require SMP Partnership staff-time and an appropriate charge may be made according to the Database Host's standard commercial rates.

9 Further Information and Advice

Please contact the SMP Database Host (email: smpWebsiteAdmin@jncc.gov.uk).