

## BIS Data Access and Release Policy

### Background:

- The main object of BIS (as set out in its Memorandum of Association) is to promote, encourage, co-ordinate and undertake the gathering, collation, storage, management, use and dissemination of information about the flora, fauna, habitats and sites of biological, ecological, geological or geomorphological interest in Powys & Brecon Beacons National Park (BBNP)
- BIS aims to ensure that the best available information (most up-to-date and accurate) is utilised to inform decisions that may affect biodiversity in the region.
- BIS makes its data available in ways which achieve this aim, taking into account issues such as data sensitivity and intellectual property and whilst ensuring the viability of its business model by recouping its costs where possible.

### Policies and implementation notes:

#### **A.2.i. Everyone accessing data from BIS must accept and adhere to Conditions of Data Release**

- All data users are required to accept and adhere to Conditions of Data Release by signing a Data Release Agreement.
- These standard conditions are integral to all methods of data release that BIS offers, including:
  - Service Level Agreements, Data Licence Agreements and other Partnership Agreements: usually held with public bodies or Non-Governmental Organisations (NGOs).
  - Aderyn Data Release Form: For registered users of the LERC Wales Aderyn.
  - Data Enquiry and Release Form (DERF – Appendix 1): For all other data users including commercial, academic, wildlife recorder (Appendix II) and personal interest users unless access is through Aderyn.
- No data is distributed until an appropriately signed copy of the Data Release Form is received at BIS.
- BIS will only release summary data to the general public eg species list within a specified area, not including sensitive species

#### **A.2.ii. BIS respects the sensitivity/confidentiality of certain data and will not permit its public release**

- BIS has co-operated closely with Natural Resources Wales (NRW) and its predecessors to fully incorporate guidance on how to restrict the release of detailed records of sensitive features. Particular records (usually breeding records) of a selection of species are deemed sensitive. The list of these species, the relevant record types and associated guidance are given in the NRW report entitled '[Ecological data and information exempt from general release under the EIR/FOI regulations](#)'.
- Service users who sign our Conditions of Data Release are deemed by BIS and NRW to be trusted partners and are therefore allowed access to sensitive records, although by signing up to these conditions they accept that the records may not be released into the public domain.
- BIS treats all records meeting the NRW criteria as sensitive, regardless of the data provider.
- Data providers are permitted to deem records they supply to be sensitive/confidential for reasons other than those set out in the NRW criteria. These wishes will be respected by BIS however they will not be available for general access through Aderyn.

#### **A.2.iii. Where permitted, BIS will not release data if its release is considered detrimental**

- Under the terms of the Environmental Information Regulations (2004) (EIR) there are a number of valid exceptions which allow data to be withheld:
  - If complete access is likely to increase the risk of environmental damage or put sensitive species at risk; or
  - if release of data is likely to jeopardise the supply of future volunteered data.
- BIS will utilise these exceptions if it is considered that there would be detrimental impacts should data be released.
- BIS may at its discretion refuse enquiries which request unreasonably large quantities of records (e.g. all records for a whole geographical area, or all records of a taxonomic group).
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#### **A.2.iv. BIS makes data available at appropriate resolutions via LERC Wales' Aderyn**

- Since 2015 BIS has been developing an online data service Aderyn (Biodiversity Information Reporting Database) which is now fully functioning to provide services to the LERC Wales partners, county recorders, general public and commercial users.
- Basic data services for the general public are available via [Aderyn](#).
- In addition, professional users (with an appropriate agreement with BIS or LERC Wales) can currently obtain enhanced data services via secure access. Each data output is delivered only after acknowledging appropriate [data usage terms](#).

#### **A.2.v. BIS makes data available at appropriate resolutions via the NBN Atlas**

- In 2017 BIS allowed transfer of NRW datasets from NBN Gateway to NBN Wales Atlas.
- In 2019 [BIS held 9 datasets on the NBN Atlas](#)
- BIS sends an update of the INNS dataset every three months (January, April, July and October); an update of the rest of the datasets is sent once a year in April.
- In line with the 'open data agenda' BIS will continue to share data with the new NBN Atlas platform, however its lack of access controls mean that data will only be uploaded at 10km square resolution (except where providers request full resolution upload).
- This approach allows coarse resolution data to be viewed by all ([under a CC-BY or CC-BY-NC data licence](#)) and to act as a "discovery dataset" and a shop window for capture resolution data which will still be available via chargeable data searches from BIS.
- BIS will work towards more fully embracing the open data agenda, but only if it is not to the detriment of its business model and is agreeable to data providers who own the data.

#### **A.2.vi. Personal data is managed in accordance with the principles of the General Data Protection Regulation (GDPR) 2018**

- BIS has audited its procedures to comply with GDPR and produced an [Aderyn](#) and [BIS Privacy Policy](#)
- BIS removes all personal data such as names of recorders, addresses and postcodes from publicly available data in public version reports or on NBN Atlas
- Personal data is treated appropriately and securely.
- Procedures will be regularly reviewed to ensure ongoing compliance.

## Appendix I

### DATA RELEASE AGREEMENT TERMS AND CONDITIONS OF DATA RELEASE

#### Sensitive and Confidential Information

- I understand that data marked as sensitive or confidential is provided outside the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act (FoIA) 2000 (to prevent its becoming by default “public information”). It is issued to only those named above.
- I understand that, when held by a public body (as defined separately by the FoIA and EIR), the data will still be subject to FoIA and EIR, but proper regard must be given to its level of sensitivity in assessing whether to release the data in response to a request under the above legislation in a public interest test.
- I understand that all data (including that marked sensitive or confidential) may not be passed on to other bodies or individuals (including clients, agents and colleagues) unless they are named above and have received a copy of this form. Furthermore I may not copy, distribute, disseminate, publish or broadcast the data in any format, including on the Internet, without written consent from BIS. I agree that where other parties require the information, I will direct them to BIS.
- I agree to keep the data secure from unauthorised or accidental use, access, disclosure or loss, and to take reasonable practical steps to ensure the security of the data.
- I agree to delete or destroy the data after 12 months or after use.

#### General Terms and Conditions

- I understand that BIS operates as a not-for-profit company for the provision of objective biodiversity information. Charges made are purely administrative to reflect the cost of collating, managing and disseminating biodiversity information.
- I confirm that all data requested will be used for legitimate and legal purposes.
- I confirm that to the best of my knowledge neither I, nor any of my colleagues who may have access to data obtained from BIS, have been investigated for, nor convicted of, any form of wildlife crime.
- I confirm that to the best of my knowledge neither I nor any of my colleagues have been responsible for any misuse of data obtained from other local records centres.
- I understand that the copyright of raw biological records remains with the original recorder and that copyright of processed data and reports belongs to BIS.
- I acknowledge that I cannot pass records onto third parties (except clients, agents and colleagues) without the written permission of BIS and the original recorders of the data
- I acknowledge that I cannot use information for any purpose other than that for which it was requested.
- Data supplied by BIS must not be entered into a computerised database or geographic information system without written permission from BIS, unless supplied in that format.
- BIS will be acknowledged in any publications or reports, which are produced, using data it supplied. BIS would welcome a copy of any such publication or report supplied to BIS free of charge.
- Permission to use data supplied by BIS expires 12 months after receipt. I shall contact BIS within one month of expiry if the data is still required.
- Data is provided ‘as held’ by BIS and was deemed to be accurate at the time of collection. BIS cannot guarantee the accuracy of data supplied, although all data is validated as far as possible.
- I will not hold BIS or its data suppliers liable for problems/financial loss, which might arise from inaccuracy of any data supplied by BIS.
- Past records of presence of a habitat or species do not guarantee continued occurrence. Absence of records does not imply absence of a species, merely that no records are held at BIS.
- Use of BIS data search services does not in any way replace the need for adequate field survey.

## Appendix II

### County Recorder TERMS AND CONDITIONS OF DATA RELEASE

#### Sensitive and Confidential Information

- I understand that data marked as sensitive or confidential is provided outside the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act (FoIA) 2000 (to prevent its becoming by default “public information”). It is issued to only those named above.
- I understand that, when held by a public body (as defined separately by the FoIA and EIR), the data will still be subject to FoIA and EIR, but proper regard must be given to its level of sensitivity in assessing whether to release the data in response to a request under the above legislation in a public interest test.
- I understand that sensitive or confidential data may not be passed on to other bodies or individuals. Furthermore I may not copy, distribute, disseminate, publish or broadcast sensitive data in any format, including on the Internet, without written consent from BIS. I agree that where other parties require the information, I will direct them to BIS.
- I agree to keep the data secure from unauthorised or accidental use, access, disclosure or loss, and to take reasonable practical steps to ensure the security of the data.

#### General Terms and Conditions

1. I understand that BIS operates as a not-for-profit company for the provision of objective biodiversity information
2. I confirm that all data requested will be used by myself for purposes as required by Vice County Recorder or by those recorders named above
3. I confirm that to the best of my knowledge neither I, nor any of my colleagues who may have access to data obtained from BIS, have been investigated for, nor convicted of, any form of wildlife crime.
4. I confirm that to the best of my knowledge neither I, nor anyone named above, have been responsible for any misuse of data obtained from other Local Records Centres.
5. I understand that the copyright of raw biological records remains with the original recorder and that copyright of processed data and reports belongs to BIS.
6. I acknowledge that I cannot allow access to third parties unless named above. I agree that where other parties require information I will direct them to BIS, as this will ensure that they obtain the most up to date version of each record. Managing data flow in such a structured way will also help BIS to avoid the incorporation of duplicate records into its database.
7. Data supplied by BIS may be incorporated into a computerised dataset maintained by myself if specified above, but not by any other bodies or individuals.
8. I will ensure that all information contained within each record is maintained within my copy of the data. This will include fields which identify the source of the data (i.e. the BIS and Taxon Occurrence Key which enables an individual record to be traced back in the BIS Recorder 6 database, and therefore its original supplier)
9. I will not amend any part of a record supplied to me by BIS. If I believe that the record should be amended or its verification level changed then I will return a copy of the data with recommended changes so that changes are made to the top copy of the data, whether held by BIS or one of its data providers.
10. In any future updates I supply to BIS I will filter out those records, which have been supplied by BIS in order to prevent duplication.
11. BIS will be acknowledged in any publications or reports, which are produced, using data it supplied. A copy of any such publication or report will automatically be supplied to BIS free of charge.
12. Data is provided ‘as held’ by BIS and was deemed to be accurate at the time of collection. BIS cannot guarantee the accuracy of data supplied, although all data is validated as far as possible
13. I will not hold BIS or its data suppliers liable for problems/financial loss, which might arise from inaccuracy of any data supplied.
14. Past records of presence of a habitat or species do not guarantee continued occurrence. Absence of records does not imply absence of a species, merely that no records are held by BIS.