

Doncaster Local Records Centre (DLRC)

Policy Document – July 2020

DATA COLLATION LICENCE FOR USE BY ORGANISATIONS

Terminology

Below are definitions of the terminology used in this document:

Term	Definition
DLRC	Doncaster Local Records Centre The Local Records Centre for the Doncaster Borough, which collates, manages and disseminates environmental data on behalf of professional local organisations, and amateur naturalists.
YEDN	Yorkshire Environmental Data Network A community of the Local Record Centres in the Yorkshire region which collate, manage and disseminate environmental data on behalf of both professional organisations and amateur naturalists. The term is used to refer to both the network and its member organisations.
NBN	National Biodiversity Network The NBN Trust is a charitable company consisting of partner organisations, which share an interest in the collection and use of biodiversity data and a commitment to making this information widely available. The NBN website, known as the NBN Atlas acts as a “data warehouse” for biodiversity information, which can be quickly and easily accessed to understand the distribution of particular species in the UK.
Recording organisation	The organisation licensing the use of their data by DLRC
Representative	The individual named on this licence as authorised representative of the donor organisation

Purpose of the statement

The purpose of this Data Transfer Licence is set out clear terms for the exchange of environmental records, either in traditional (e.g. paper) or electronic (e.g CD) format, between a recording organisation that collects environmental data and DLRC. The signed Licence will provide clear authority to DLRC to make use of the environmental records in accordance with DLRC’s normal policies and practices, whilst addressing the legitimate concerns of the organisation regarding intellectual property rights, data confidentiality and appropriate acknowledgement of data ownership.

The Licence should be read in conjunction with DLRC’s ***‘Data Access and Exchange Policy’***, which governs the use of data in their custodianship. Copies of these documents and associated supporting policy documents are available on request.

The Licence has been developed for use where the intellectual copyright of the data is clearly vested with an organisation for use in support of that organisation’s activities and where the organisation has policies which permit the data to be passed on for collation by a third party. The Licence acknowledges that many organisations have legacy data and requires the donor organisation to take all reasonable measures to ensure that it has made public its intention to exchange data with DLRC and given individual recorders an opportunity to opt out of this process and withdraw their data.

This Licence cannot be used to protect data where a statute exists that compels the organisation to place the data in the public domain.

Use of the Licence

The terms of this Licence are designed to maintain the ability of DLRC to make use of the recording organisation’s data whilst protecting the recorder’s interests..

Doncaster Local Records Centre (DLRC)

Policy Document – July 2020

Where the organisation is concerned about threats to intellectual property rights

This Licence explicitly states that the data are the intellectual property of the original recorder and gives provision for the permission to use the data to be revoked at any time if DLRC fails to meet its obligations under the contract.

Where data contain confidential information

The Licence should be used where the data to be exchanged contain information that the donor organisation considers to be confidential and wishes to limit their dissemination. This Licence cannot be used to protect data where a statute exists that compels the organisation to place the data in the public domain.

N.B. In addition to confidentiality imposed by the donor organisation, DLRC will decline to disseminate information when it considers that to do so would not be in the public interest. DLRC will use at all times the most recent tools provided by the Office of the Data Commissioner when making judgments concerning the public interest. The reasons for withholding data will be recorded clearly by DLRC and will be conveyed in writing to anyone formally requesting the data.

Where the donor organisation is concerned about the use of personal information

The Licence guarantees that the management of personal information is in line with current statutes, though DLRC requires that the organisation has taken all reasonable measures to ensure that all directors, trustees, officers, members, supporters or associates have not only been informed that personal details will be passed on to DLRC but also the uses to which DLRC will put the data. These uses are outlined in the DLRC ***'Confidentiality Policy'***.

Where the donor organisation wishes to ensure their records are appropriately acknowledged in publications.

Whilst it is impractical for DLRC to ensure the acknowledgement of the use of every individual record, this Licence ensures that where a publication or report is heavily dependent upon the work of an individual recorder or organisation, that the individual or organisation is acknowledged.

Doncaster Local Records Centre (DLRC)

Policy Document – July 2020

DATA TRANSFER LICENCE FOR USE BY ORGANISATIONS

This is an agreement between Doncaster Local Records Centre (DLRC) and the Recording Organisation which represents the intellectual property right holders of the Environmental Data, which forms the subject of this agreement and is described below. The agreement concerns the use of the environmental data that have been collected or will be collected, by directors, trustees, officers, members, supporters or associates of the Recording Organisation, and any details about those directors, trustees, officers, members, supporters or associates that are necessary to manage and disseminate the data.

1.0 Permission to use the environmental information

- 1.1 By signing this document, the recording organisation gives permission to DLRC to incorporate all or part of the environmental information described below, into larger data collations, to distribute copies of those data collations to others including statutory decision making bodies and other environmental data centres in adjacent geographical regions and through the YEDN and NBN, using a variety of means including the NBN Atlas. At all times, the dissemination of data will be governed by the DLRC **'Data Access and Exchange Policy'**.
- 1.2 The permission given in 1.1 above is not limited in time or by place. The recording organisation understands that it will not receive payment for the use of the environmental information, but that this is not an exclusive licence and that the recording organisation is free to make the environmental information available to others at any time. The recording organisation understands that at all times the data remain the intellectual property of the recording organisation or the original recorder.
- 1.3 The recording organisation understands that where no legal obligation exists to place records in the public domain, the recording organisation may identify some or all of the records supplied to DLRC as confidential. These records will not be disseminated in any way without the specific permission of an authorised representative of the recording organisation except where they form part of a larger low resolution dataset in which individual records cannot be differentiated.
- 1.4 The recording organisation waives its right and that of its directors, trustees, officers, members, supporters or associates to be identified as the author of the environmental information, and to object to the manner in which it is used, but require (unless otherwise specified that authorship to be acknowledged where appropriate.

2.0 Personal data pertaining to directors, trustees, officers, members, supporters or associates

- 2.1 Unless otherwise specified the recording organisation gives consent to the use and distribution of personal data as necessary for the purpose of enabling DLRC to assess and validate the environmental information described below. In particular the recording organisation consents to the use of the names of directors, trustees, officers, members, supporters or associates, which will be collated as part of an environmental record, inline with the published DLRC **'Confidentiality Policy'**. In doing so, the recording organisation understands that the names of directors, trustees, officers, members, supporters or associates may be made available on the internet, and so may be used and distributed outside the European Economic Area. The recording organisation understands that contact details will not be passed on to third parties without the permission from an authorised representative of the recording organisation.
- 2.2 The recording organisation confirms that all reasonable measures have been taken to ensure that they are vested with the necessary authority to consent to the use of the personal data of directors, trustees, officers, members, supporters or associates.
- 2.3 Where specified by the recording organisation, DLRC will not make personal data available to the public in any way (but they may disclose personal data to individuals or organisations that manage the environmental information on their behalf, if that person or organisation agrees not to make personal data available to the public).

Doncaster Local Records Centre (DLRC)

Policy Document – July 2020

3.0 Recording organisation responsibilities to DLRC

- 3.1 The recording organisation confirms that the original author of the records containing environmental information, described below, is a trustee, officer, member, supporter or associate of the recording organisation and that the recording organisation has the permission of the intellectual property right holder of the data to make them available to DLRC under the terms of this agreement.
- 3.2 Where legacy data form a significant part of the environmental data described below, the recording organisation confirms that reasonable measures have been taken to make public the intention of the recording organisation to vest data with DLRC and that intellectual property right holders have been given the opportunity to exclude their data. In all cases the treatment of legacy data will be in line with the DLRC '*Legacy Data Policy*'.
- 3.3 The recording organisation confirms that reasonable steps have been taken to ensure the accuracy of the environmental information described below, but this promise does not make the recording organisation nor its directors, trustees, officers, members, supporters or associates legally responsible to DLRC or others for any losses caused by any errors or omissions in the environmental information.

4.0 DLRC obligations to the recording organisation

- 4.1 DLRC will make environmental information available within the terms of their '*Data Access and Exchange Policy*' (which is available upon request). DLRC will restrict the availability of all environmental information that the donor organisation deems to be confidential as described in 1.3.
- 4.2 Where data have not been identified as confidential as described under 1.3, DLRC will restrict the availability of environmental information, the dissemination of which is not deemed by DLRC to be in the public interest on the grounds of environmental, commercial or personal sensitivity. DLRC will be guided in these decisions by the most recent tools made available by the Office of the Data Commissioner, and will in all cases record the reasons for these decisions and convey them to any party making a data request to DLRC.
- 4.3 DLRC will take reasonable measures to prevent unauthorised access to, duplication of, or distribution of the environmental information, described below, whilst they have possession of it.
- 4.4 DLRC will not sell, or permit the sale by others of environmental data, but may make appropriate administration charges to cover the cost of aspects of data management and supply to others. DLRC will make the data and any data products based on the data described below freely available to the recording organisation upon request.
- 4.5 DLRC will not make any legal claim against the recording organisation if the environmental information proves to be inaccurate, even if DLRC gets a legal claim from someone else.

5 Termination

- 5.2 The recording organisation shall be entitled by written request, without prejudice to any other rights or remedies, to terminate this licence in any of the following events:
- 5.2.1 DLRC fails to fulfil the obligations set out in section 4.
- 5.3 In this event DLRC will stop using and distributing the environmental information, and will, within five working days, delete and destroy all copies that it holds, except that it may keep the environmental information in its data back-up copies until they are re-used.

6 Governing law

- 6.2 This agreement is governed by English law and if there is any dispute between the donor organisation and DLRC that we are unable to resolve by discussion, I agree that the English courts may be asked to resolve the issue.

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7 Signatures

The Recorder		Date
Print name		
Signed		
The Licensee (DLRC)		Date
Print name		
Signed		on behalf of (DLRC)
Summary description of Data (e.g. date range, subject, site)		
Data management and dissemination conditions		