



Protecting Orkney's marine mammals through research and education

Data Sharing Policy

Implementation Date: July 2021

1. General statement

- 1.1 This document sets out Orkney Marine Mammal Research Initiative's (OMMRI) policy on the sharing and use of data we hold. The policy helps us achieve a rational and consistent approach towards the management of data availability and use. It is intended to help our data providers and users better understand our aims and intentions – we want those that provide us with data to understand how it will be used and be made available to others. We also want those that use the data we hold to understand the rationale behind any constraints we place on the availability of data.
- 1.2 OMMRI is a locally based charitable organisation. Our vision is that “decision makers, researchers, local organisations and the general public have an awareness and knowledge of marine mammals in Orkney waters and a desire to work together to protect them”. We work to protect marine mammals in Orkney through research and education. We collect data from citizen scientists, general members of the public and other sources, and make that data available as an information resource to support marine science and better stewardship of Orkney's marine environment. OMMRI is run by a dedicated team of experienced volunteers based within Orkney.
- 1.3 OMMRI collects, manages, archives and uses data and images relating to marine mammals, collected from private organisations, members of the public and volunteer surveyors. Survey data held can vary from one-off surveys to longer-term time series and monitoring programme data. Species data includes records of marine megafauna, with a focus upon cetaceans, pinnipeds and basking sharks, whilst environmental data includes weather conditions and sea state.

2. Data use

- 2.1 When data or images are received they undergo a process of quality control. All data and image resources are archived electronically on a secure system. OMMRI may copy data/images to different formats to ensure current or future accessibility as hardware or software changes.
- 2.2 This data is then used by OMMRI to deliver against our vision, mission and aims. This can also include enabling OMMRI to fulfil its obligations to other organisations. An example of this could be sightings reports collated for Sea Watch Foundation or as Regional Coordinator for Orkney Field Club.

3. Data sharing

- 3.1 OMMRI is committed to promoting the use of the data held to support marine science and better stewardship of the marine environment. We believe that data resources held should be available for use in not-for-profit decision making, research, education and other public-benefit purposes.
- 3.2 To this end, we make data available upon request to individuals and organisations where their activities align with our vision and mission.
- 3.3 There may be circumstances in which OMMRI, as a responsible data custodian, may need to restrict access to all or part of some data resources. Whenever restrictions are applied, the justification and rationale behind the decision will be documented and made available upon request. Reasons why OMMRI might restrict access to data include:
 - 3.3.1 If the release of certain data is likely to increase the risk of environmental damage or put a species at risk
 - 3.3.2 If the release of data is likely to jeopardise the supply of data and collation of future data
 - 3.3.3 If the data provider has requested that certain data or information is withheld. This can include where data is commercially sensitive or where the data is under preparation prior to publication. Such a restriction may be permanent or temporary
 - 3.3.4 If the data contains personal information. All personal data is managed in accordance with our published Confidentiality Policy. Personal data may be removed from the data resource that we make available.

4. Terms and Conditions for use of Data

- 4.1 All our data and image holdings are made available for use under our Terms and Conditions for use of Data. These protect the copyright of our data and image providers.
- 4.2 OMMRI holds data and images provided from a variety of sources. The data/image provider (and copyright holder if different) for data provided will be stated.
- 4.3 Data providers retain the copyright of the original data or images at all times. Data providers have given OMMRI their permission to hold a copy of their data/images within our archive.
- 4.4 No data or images held by OMMRI may be used by any organisation or individual for any purpose without prior written permission.
- 4.5 Users are permitted to use the data holdings that we make available solely for private and research use or for use in the ordinary course of the organisation, provided that such use is in line with the original purpose outlined in this data request.
- 4.6 Where permission is granted to incorporate the provided data in a report, the following conditions must be adhered to:
 - 4.6.1 The recipients of the report are stated in the Data Request Form or provided in writing to OMMRI subsequent to submission of the form

- 4.6.2 Full acknowledgement is given in the report to OMMRI (and the copyright holder if different)
- 4.6.3 The data supplied by OMMRI is not amended in any way
- 4.6.4 Any specific copyright or confidentiality clauses attached to the data are adhered to.
- 4.7 Additional permission will be required for the use of images or data for wider dissemination or to any third party, including but not limited to, use on websites, leaflets or in promotional materials.
- 4.8 Any use of data or images that is not addressed in the Terms and Conditions for use of Data will require permission from OMMRI (or copyright holder if different).
- 4.9 A data request does not form a contract until it has been approved and agreed by OMMRI. This request will form part of the contract upon receipt of a fully signed Data Sharing Agreement by both parties.

5. Charges

- 5.1 OMMRI's data and image resources are made available for use in not-for-profit decision making, research, education and other public-benefit purposes, free of charge, in line with the original purpose outlined in the data request.
- 5.2 Other purposes not outlined in 5.1 above may incur a charge for data use. This charge will reflect the cost of preparing the data and any monetary benefit that its use may provide the data user. These charges contribute to the ongoing collection and management of our data holdings.
- 5.3 Any analysis of the data will require additional input from OMMRI and, as such, a charge may be made to reflect the additional time requirement.
- 5.4 Organisations that require regular access to OMMRI data holdings for commercial purposes are encouraged to contact OMMRI to discuss their ongoing requirements.

6. Review of the policy

- 6.1 It will be the responsibility of the board of Trustees to review this policy to ensure that it is in accordance with all other policies.
- 6.2 This policy will be reviewed by the board of Trustees 12 months after implementation and then routinely every three years. Interim reviews may be carried out if a need is identified.

Appendix A: Data Request Form Template

Appendix B: Data Sharing Agreement Template

Review date:

Next review date:

Signed:

Position:

Date:

Appendix A



Protecting Orkney's marine mammals through research and education

Data Request Form

A completed Data Request Form and fully signed Data Agreement must be in place prior to any data release.

Applicant/Point of Contact Details:

Title	
First name	
Surname	
Role	
Email address	
Contact telephone	
Organisation Name	
Organisation type	
Correspondence address	

Project Details:

Project name	
Project summary	Please provide a general overview the project's aims and objectives, as well as the broader anticipated impacts and beneficiaries of your project.
Affiliation	If your project is affiliated to an institution, please include these details here.
Academic level	If this data will be used in the course of your studies, please indicate at which level i.e. Masters Dissertation
Project duration	Please provide details of how long the data will be required. If no duration is provided, permission to use the data is valid for 12 months after supply.
Do you require permission for publication?	If yes, please provide brief details as to the report that is to be published and where this may be submitted to.
In receipt of external funding?	If yes, please provide the name of the funding institution.
Request type	Commercial request / Non-commercial request

Please select all that apply to yourself/the project:

<input type="checkbox"/>	Student	<input type="checkbox"/>	Researcher	<input type="checkbox"/>	Wildlife Recorder
<input type="checkbox"/>	NGO	<input type="checkbox"/>	Government	<input type="checkbox"/>	Consultancy
<input type="checkbox"/>	Educator	<input type="checkbox"/>	Member of the public	<input type="checkbox"/>	Other organisation

Data Details:

Bounding box grid reference	Please provide details of the area for which you are seeking data or include a map
Site name	
Species requested	Please provide details of which species you are seeking data for
Data security	Please provide brief details as to how the security of the data will be maintained
Date range	Please provide the dates you require data for or state all dates

Terms and Conditions for use of Data

- 1 All our data and image holdings are made available for use under our Terms and Conditions for use of Data. These protect the copyright of our data and image providers.
- 2 OMMRI holds data and images provided from a variety of sources. The data/image provider (and copyright holder if different) for data provided will be stated.
- 3 Data providers retain the copyright of the original data or images at all times. Data providers have given OMMRI their permission to hold a copy of their data/images within our archive.
- 4 No data or images held by OMMRI may be used by any organisation or individual for any purpose without prior written permission.
- 5 Users are permitted to use the data holdings that we make available solely for private and research use or for use in the ordinary course of the organisation, provided that such use is in line with the original purpose outlined in this data request.
- 6 Where permission is granted to incorporate the provided data in a report, the following conditions must be adhered to:
 - ◆ The recipients of the report are stated in the Data Request Form or provided in writing to OMMRI subsequent to submission of the form
 - ◆ Full acknowledgement is given in the report to OMMRI (and the copyright holder if different)
 - ◆ The data supplied by OMMRI is not amended in any way
 - ◆ Any specific copyright or confidentiality clauses attached to the data are adhered to.
- 7 Additional permission will be required for the use of images or data for wider dissemination or to any third party, including but not limited to, use on websites, leaflets or in promotional materials.

- 8 Any use of data or images that is not addressed in the Terms and Conditions for use of Data will require permission from OMMRI (or copyright holder if different).
- 9 A data request does not form a contract until it has been approved and agreed by OMMRI. This request will form part of the contract upon receipt of a fully signed Data Sharing Agreement by both parties.

Disclaimer

The data supplied are derived from OMMRI's databases which are compiled from a variety of sources. Although every effort is made to verify the data we hold, we cannot vouch for their authenticity. The OMMRI database reflects both the geographical and taxonomic coverage of species or biological recording and this may include gaps on coverage. Therefore, the absence of records does not necessarily imply absence of species.

	I confirm receipt of OMMRI's Data Sharing Policy and agrees to abide by the Terms and Conditions for use of Data.
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Appendix B



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Data Sharing Agreement Between Orkney Marine Mammal Research Initiative and [Recipient Name]

[Recipient Name]

1. [Recipient Name], having received data as per the attached Data Request Form from Orkney Marine Mammal Research Initiative (OMMRI), will retain that information solely for the purposes specified within the Data Request Form and no other purposes.
2. Any data or part of the information supplied will not be published by [Recipient Name] or any related body or third party without the prior written permission of OMMRI, unless such use is a stipulated part of the purposes specified within the Data Request Form.
3. No part of the information supplied may be passed or sold to any third party without the written permission of OMMRI and the copyright holder(s) (if different).
4. Part or all of the information supplied may be of a confidential nature and, as such, [Recipient Name] undertakes to ensure the security and confidentiality of the data at all times, utilising both physical and digital security as appropriate.
5. [Recipient Name] shall only retain permission to use the data supplied by OMMRI for 12 months or as specified within the Data Request Form, whichever period is shorter. Any further uses of the data after the specified date will require further written permission from OMMRI.
6. [Recipient Name] accepts that the data supplied are derived from OMMRI's databases which are compiled from a variety of sources. Although every effort is made to verify the data we hold, we cannot vouch for their authenticity. The OMMRI database reflects both the geographical and taxonomic coverage of species or biological recording and this may include gaps on coverage. Therefore, the absence of records does not necessarily imply absence of species.
7. The data provided by OMMRI is believed to be accurate and true however no liability can be accepted by OMMRI for any direct, indirect, consequential or incidental damages or losses arising from the use of the data.
8. OMMRI will be acknowledged in any published or written work based on any of the information supplied for the purposes specified within the Data Request Form and any further purposes subsequently agreed in writing with OMMRI. An electronic copy of any publication or report produced using data from OMMRI should be presented within 28 days of publication.
9. This agreement should be read in conjunction with OMMRI's Data Sharing Policy and our Terms and Conditions for use of Data.
10. OMMRI reserves the right to impose any additional conditions on the provision and use of the information supplied if deemed appropriate prior to the provision of data.

11. The cost of retrieving and providing the data specified within the Data Request Form will be GBP £NIL. OMMRI is a charitable organisation, and we welcome donations to support our ongoing work at www.ommri.org/donate.

In signing, [Recipient Name] confirms receipt of OMMRI's Data Sharing Policy and agrees to abide by the terms and conditions set out above and our Conditions for use of Data

Signed for and on behalf of OMMRI

Name

Role

Date

Signed for and on behalf of [Recipient Name]

Name

Role

Date