



# NEYEDC Electronic Data Licence: Terms and Conditions

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## Background

Thank you for your request for electronic copies of data held by the North and East Yorkshire Ecological Data Centre (NEYEDC). To help us deal with your request please ensure that you have completed a Data Request Form to clarify the nature of the data required and to help us monitor the distribution and use of electronic data on behalf of the copyright holders.

In signing the check box at the end of the electronic Data Request Form, clients confirm that they have read and understood this Electronic Data Licence, including the terms of supply and conditions of use set out below and recognise that they, or their organisation, is entering into a legally binding contract with NEYEDC in commissioning the data search.

## Terms of Supply

In most cases, NEYEDC will hold a data collation licence with the copyright holders that allows the distribution of data in electronic format. Where this is not the case NEYEDC will contact the data copyright holders and seek an appropriate permission in line with the conditions of use described below.

NEYEDC will recharge the time taken to undertake the collection, collation (including validation and verification checks) and management of the data provided at the normal data search rate, as outlined in the current NEYEDC Charging Policy, whether copyright holders grant permission for the data to be used or not. Further information on the collection, collation and management of data can be found in NEYEDC's Data Access Policy. Both NEYEDC's current Charging Policy and Data Access Policy are available to view and download at: <https://www.neyedc.org.uk/policies-and-data>.

NEYEDC retains the right not to supply data to clients at its discretion. The release of data will normally be agreed unless one or more of the following situations occurs:

1. All of the data identified in the search is recorded as confidential in one or more of NEYEDC's Data Collation Licences and the copyright holder of the data is unwilling for the data to be released for the proposed purpose.
2. The enquirer cannot agree to the conditions of use listed below, has not adhered to the conditions of use on a previous occasion and/or is not prepared to pay the fee quoted. Please note that consultants requesting access to sensitive and/or confidential NEYEDC data will normally be required to show membership of the Chartered Institute of Ecology and Environmental Management (CIEEM), Institute of Environmental Management and Assessment (IEMA) or similar professional body and demonstrate a willingness to operate within the relevant Institute's Professional Code of Conduct or other alternative recognised and appropriate code of best practice.
3. The enquirer is seeking data that are out of proportion to the development, case study or research project concerned. The geographical scope of the data supplied

will be appropriate to the enquiry made. Complete data sets for North and/or East Yorkshire or a significant proportion of it will not normally be released. However, context distribution maps for habitats and species across the county or country may be included where relevant.

## Conditions of Use

An organisation requesting any data that has been derived from Ordnance Survey (OS) data (e.g. site boundaries) must have the appropriate OS licence.

The data may not be copied to third parties in either electronic or hard copy for profit or otherwise, published in any form, placed on the world wide web, company intranet or supplied to the recipient's client without written permission from NEYEDC except in the circumstances given below.

1. Reports that include the data supplied by NEYEDC may be provided to the recipient's client and to bona fide project consultees provided that any special arrangements made in respect of confidential data are adhered to. Full acknowledgement must be given in the report to NEYEDC and, where appropriate, the original recorders and/or copyright holders of the data. For guidance on appropriate acknowledgement, please contact NEYEDC. Any specific copyright conditions attached to the data, including Crown Copyright, must be adhered to.
2. Data may be entered on a computerised database or Geographic Information System (GIS) to facilitate collation and analysis, however, the data are supplied for the purpose of informing a single development, short-term case study or research project and are not intended for storage by the recipient for long term future use or for use in future projects not disclosed to NEYEDC.
3. Permission to use data expires 12 months after approval and the data must be removed from the client's computer system after this time. Applications to extend beyond this period should be made at least one month before the expiry date. Permission to extend the use of data will be made on an annual basis. Clients who obtain permission to continue to use data will be supplied with the most recent, updated information held by NEYEDC. Clients will be recharged by NEYEDC for the time taken to extract the most recent data at the normal data search rate and for any licence fees applicable at cost.
4. NEYEDC reserve the right to attach additional conditions to the use of some data, in line with the terms of specific data collation licences between NEYEDC and data copyright holders.
5. The data is used by the client on the understanding that reasonable steps have been taken to ensure the accuracy of the data, but this does not make NEYEDC nor its directors, trustees, officers, members, supporters or associates legally responsible to the recipient of the data, their clients or others for any losses caused by any errors or omissions in the data. Details of the current NEYEDC Quality Assurance Policy is available from the Centre upon request.
6. NEYEDC is registered under the Data Protection Act 2018 and undertakes to manage personal information in line with this, and all subsequent data protection legislation. Names are included as part of biological records with the consent of the original recorder. All other personal data is considered confidential and will not be passed to data users except with the individual's explicit written consent. Further information on how NEYEDC uses personal information is in NEYEDC's Privacy Statement, available at <http://www.neyedc.org.uk/policies-and-data>.
7. Provision of the data does not confer on the data user or client any form of data custodianship; the data at all times remaining the intellectual copyright of the original data collector / observer.

## Lodging Data with NEYEDC

NEYEDC requests that, wherever possible, ecological data collected by the enquirer relating to North or East Yorkshire during the course of the project is lodged with NEYEDC at the end of the project or as soon as possible thereafter. This helps to build an improved and up to date picture of biodiversity in the UK, enables NEYEDC to provide a more comprehensive evidence base and therefore service to all users and is in the best interests of all parties. Please refer to the CIEEM Code of Professional Conduct for further details (<https://cieem.net/resource/code-of-conduct/>).