

Prepared by & date	Kevin Walker, September 2020
Approved by & date	Board of Trustees, 1 December 2020
Next review date	Winter 2022 (2 year review interval)

BSBI DATA ACCESS POLICY

The BSBI collates and manages a large amount of higher plant and charophyte distribution and monitoring data for the whole of Britain and Ireland including the Isle of Man and the Channel Islands. The vast majority of these data are collected by volunteer botanists (BSBI members and others) and are collated and disseminated by the BSBI with their consent for the benefit of all British and Irish plant species and their habitats.

This policy sets out the Botanical Society of Britain and Ireland's (BSBI) principles concerning access to and use of its botanical records (data). It governs specific arrangements for access to BSBI data through online databases (e.g. BSBI Distribution Database, NBN Atlases) and sets out the terms and conditions of their use by third parties.

The huge significance of the voluntary efforts of those contributing data to the BSBI cannot be overstated. This policy makes clear that the legal and moral rights that these individuals and groups retain over the data they have contributed must be respected carefully. As far as possible, when data sets are shared, the role of all contributors, as recorders, editors or data custodians should be acknowledged and it should remain possible to trace the origin of records.

The joint aim of BSBI and its contributing recorders is that the occurrence data resource compiled by the society should be as comprehensive and accurate as possible and that wherever possible we will share our data to inform decision making in nature conservation and land management, for educational purposes and for scientific research. In some cases, restrictions to wider dissemination may be necessary, for example for species which might be damaged or commercially exploited if locations were revealed.

Data Access Principles

1. Botanical records should be easily accessible so that they can be used for public-benefit purposes including nature conservation decision-making, education, and research.
2. Release of records should not cause damage to plant populations and their habitats; if there is a known or perceived risk, access to data may be restricted.
3. BSBI will provide descriptions of the datasets it holds (termed 'metadata') to allow potential users to assess whether the datasets meet their requirements. This metadata will cover ownership, species covered, methods and scale of collection, date period and geographic area.
4. BSBI has the permission to use the data it collates from volunteers. All recorders that submit records to BSBI retain ownership of their records but permit BSBI to produce a

database of records and use their data in accordance with this policy which sets out the uses to which their data are being put.

5. Through this Data Access Policy BSBI is making public the terms and conditions governing the use of the plant records that it manages on behalf of its volunteers.
6. Personal data associated with these records (e.g. recorder names and addresses) will be managed in accordance with GDPR (2018) and/or any subsequent legal provisions.
7. BSBI will make distribution data available via its own website and the NBN Living Atlases (in England, Scotland Wales and Northern Ireland) for decision-making, education, research and other not-for-profit purposes.
8. BSBI will endeavour to secure funding for its data management and recording activities so that charges for the provision of data remain minimal and do not hinder the use of plant data.
9. Major users of BSBI datasets should expect to help sustain the availability of plant data by contributing financially (or in-kind) to the costs of collection, collation, verification and management of these datasets.

With whom will BSBI share its data?

BSBI will share its data with its recorders and members.

Data will also be shared for conservation decision-making, land management, development control (planning), research, education, policy development, raising public awareness and general natural history activities. Third parties involved in these activities include nature conservation bodies, government departments and statutory agencies, local authorities, local record centres, ecological and engineering consultancies, teachers, researchers, naturalists and natural history groups, both in the UK and internationally.

The BSBI encourage data requests for research and will normally treat such requests as collaborations, encouraging data users to incorporate data access administration costs into research proposals where appropriate. Where analyses of BSBI data forms a substantial part of publications, BSBI staff would expect to be involved during the design stage of any funding bids as well as in the interpretation and preparation of publications as co-authors.

The BSBI reserve the right to decline data requests or place restrictions on the use of any data supplied. These include records of sensitive species listed in the Appendix to this policy and records from sites deemed to be sensitive by BSBI vice-county recorders due to issues around confidentiality of the records, access, fragility of the site, etc. BSBI also reserves the right to refuse or limit research data requests where these overlap with planned or ongoing research collaborations.

The BSBI reserves the right to apply a reasonable charge for the administration, supply or interpretation of its own data.

Terms and conditions under which BSBI data are shared

1. Data provided by the BSBI are protected by copyright and database rights.
2. The data are provided solely for the use(s) agreed and may not be used for any other purpose without prior permission from the BSBI. The data may not be passed on in any format to third parties without the prior permission of the BSBI. If such transfer forms part of the intended use of the data, please ensure that this is detailed adequately in any data request.
3. Any information provided is made available in good faith and all reasonable efforts have been made to verify and validate the records. However, BSBI disclaims, to the extent permitted by law, any responsibility for the accuracy and comprehensive of the data supplied, and accepts no liability for any indirect, consequential, or incidental damages or losses arising from the use of the data.
4. Recorder names may be provided as part of data requests to third parties but contact details will not be passed on.
5. The data user should recognise that the data may not represent the complete archive of plant records held by BSBI, nor does absence of information from the dataset indicate an absence of records for a given area or species, the area or species may simply be under-recorded. Also the record of a species on a given date or site does not necessarily imply the continuance of a species at a site.
6. In most cases species records are accurate to 1km, 2km or 10km level; records held at higher resolution may be inaccurate due to human location errors made prior to the widespread use of GPS or due to variation in the accuracy of hand-held GPS units.
7. Some parts of the data supplied under this agreement may be identified as being environmentally sensitive. Third party access to these sensitive aspects may be restricted. Where third parties are granted access to environmentally sensitive information they must not disseminate, deliberately compromise or otherwise infringe the confidentiality of such information. Third parties must take reasonable precautions to ensure that their use of BSBI data does not cause harm to wild populations of plants.
8. Any product or publication relating to the data should fully acknowledge BSBI for providing access to the data. BSBI may require co-authorship(s) and intellectual input into the drafting of any scientific publications, conference proceedings or posters resulting from the use of the data covered by this Agreement. Where appropriate the name of the recording/monitoring scheme should also be acknowledged. For example "Data were provided from the New Atlas of the British and Irish Flora recording scheme, courtesy of the BSBI". One copy of the such reports or publications should be offered free of charge to the BSBI.
9. If third parties intend to make any financial gain from the use of the data provided or from any products and material derived from it, this must be stated explicitly in any data request. Third parties may not make financial gain from use of the data provided or from any information products and material derived without the BSBI's written permission. Furthermore, third parties may not republish any of the data made available or exploit it for

commercial or academic research purposes without first obtaining written permission from the BSBI.

Applying to access BSBI data

The BSBI welcomes requests for use of BSBI data. Requests can be made using the BSBI Data Request Form or by registering for access to the BSBI Distribution Database (<https://database.bsbi.org/createuser.php>). Applications are assessed by senior BSBI staff in consultation with VCRs where appropriate with a presumption in favour of access for not-for-profit uses. Data access and use is restricted to the uses stated on the application form and governed by the associated Terms and Conditions. BSBI reserve the right to administer a charge to cover administration costs and staff time associated with the management and interpretation (if required) of requested data and processing of requests. All requests from commercial companies are charged at a standard rate although the BSBI reserve the right to vary this charge depending on the nature of the request.

For further information visit www.bsbi.org or email enquiries@bsbi.org