

# Thames Valley Environmental Records Centre



*Sharing environmental information in Berkshire and Oxfordshire*

## Data Agreement

### Introduction

Thames Valley Environmental Records Centre (TVERC) values the effort and time spent by the many volunteer recorders who collect and manage biodiversity data. In sharing their data, they add to a large collection of data held by TVERC, which can then be used to aid decision-making for the benefit of wildlife, habitats and people. Clear procedures are needed to ensure that those volunteer recorders know when and how their data will be used by TVERC. This Agreement is intended to describe the data that will be provided by a named individual or group, what they will receive in return from TVERC and the responsibilities of both parties.

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### PARTIES TO THE AGREEMENT

This Agreement is between the two Parties below.

Name of group	{Insert name of group}
Lead contact	
Contact address	
Telephone	
Email	

and

	Thames Valley Environmental Records Centre (TVERC)
Lead contact	
Contact address	c/o Oxfordshire County Council Speedwell House, Speedwell Street, Oxford, OX1 1NE
Telephone	01865 815451
Email	tverc@oxfordshire.gov.uk

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## DETAILS OF DATA TO BE SHARED

1. It is agreed that **{Insert name of group}** will provide data to TVERC as tabulated.

Name/description of dataset	Version and/or date last modified	File format	Schedule of updates
All data provided to TVERC prior to the date of this Agreement by <b>{Insert name of group}</b>			
			December/January each year

2. It is agreed that TVERC will provide data to **{Insert name of group}** as tabulated.

Name/description of dataset	Version and/or date last modified	File format	Schedule of updates
			December each year

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## AGREEMENT CLAUSES

### Data ownership

3. It is agreed that ownership of the data remains unaffected by this Data Agreement – the data will continue to be owned by the data supplier.

### Responsibilities of both Parties

4. Both Parties must inform the other of any change in contact details as soon as possible.
5. Both Parties must acknowledge receipt in writing (by email or letter) of any data received from the other Party.
6. Either Party may withhold data if data is not forthcoming from the other Party.
7. In entering into this Agreement, each Party confirms the following statements.
  - a. that it is the owner of the data to be shared, or that it has the necessary rights and licences to enable the data to be shared as described.
  - b. that no laws or other legal obligations are knowingly contravened by entering into this Agreement.
8. Both Parties will take all reasonable steps to maximise the quality of the data supplied.
9. Personal information, such as names and contact details, may be stored as a recognised part of a biological record. Such details will not be passed to third parties without the consent of the data provider.

### TVERC's responsibilities

10. TVERC will copy and/or process the data supplied by **{Insert name of group}** into other formats to aid data management and dissemination.
11. Data provided by **{Insert name of group}** will be used at the highest possible resolution in the normal business of TVERC without seeking further permission either from **{Insert name of group}** or from individual recorders. The normal business of TVERC includes the following activities.
  - Provision of GIS datasets to TVERC's funding partners.
  - Provision of data search request reports for commercial and non-commercial customers.
  - Execution of data analysis projects.
  - National data-sharing (e.g. uploading to the NBN Gateway).
  - Identification and monitoring of Local Wildlife Sites.

- Providing a resource for students, local societies and other recording groups for research, community projects etc.
  - Any other use considered by TVERC to be of benefit to the conservation of the natural environment.
12. TVERC may make data fully publicly accessible at full (6-figure grid reference or higher) resolution without referral back to the data supplier.
  13. Wherever possible, data provided by **{Insert name of group}** will be clearly identified as originating from **{Insert name of group}**.
  14. Personal information, such as names and contact details, may be stored as a recognised part of a biological record. Such details will not be passed to third parties without the consent of **{Insert name of group}**.

#### **{Insert name of group}'s responsibilities**

15. **{Group to insert this section, outlining how they will use TVERC data}**.

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## **PERIOD OF AGREEMENT**

16. This Agreement does not have a time limit. It will continue until either Party terminates the Agreement or varies the terms.

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## **VARIATION OR TERMINATION OF AGREEMENT**

### **Variation of Agreement**

17. Either Party may request that the terms of this Agreement be varied at any time.
18. Those terms that have not been varied will remain in place until **either** a new Agreement is reached **or** the existing Agreement is terminated.

### **Termination of Agreement**

19. The Agreement can be terminated by either party without penalty.
20. The party that wishes to terminate the Agreement must send notice in writing to the lead contact named at the start of this Agreement.
21. A notice period of one calendar month is required.
22. The Agreement shall be considered to be terminated one calendar month after notice was given.
23. If the Agreement is terminated, both Parties shall delete all records shared under the terms of this Agreement from their systems and ensure that such records are not retained in any format, either digital or paper.
24. Neither Party will be responsible for returning data passed on to third parties prior to termination of the Agreement.

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## **OTHER SUPPORT AVAILABLE FROM TVERC**

TVERC will provide support for biological recording, subject to availability of resources at that time. Examples of the support available include those listed below.

Help and advice on data recording

Training courses

Publicity for group activities and recruitment through TVERC newsletters, website and Twitter

Book/equipment loans

Access to software and desk space for volunteers

Grants scheme available through TOE2 (for groups in Berkshire and Oxfordshire)

Provision of online recording  
Putting similar groups in contact with one another

Please contact TVERC for more details about support for your recording activities.

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## SIGNATORIES

Signed by authoritative representatives of the Parties.

For **{Insert name of group}**

<b>Signed</b>	
<b>Printed name</b>	
<b>Date</b>	
<b>Position</b>	

For TVERC

<b>Signed</b>	
<b>Printed name</b>	
<b>Date</b>	
<b>Position</b>	

# Data Agreement – guidance and notes

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## DEFINITIONS

**‘Agreement’**: refers to this document and any documents attached to or referred to in it.

**‘the Data’**: all wildlife data supplied by the individual or group, for which it holds copyright or can legitimately pass on to TVERC, as described in this Agreement.

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## ABOUT TVERC AND ITS PARTNERS

Thames Valley Environmental Records Centre (TVERC) is a not-for-profit organisation that collects, manages and disseminates biological and geological data for Berkshire and Oxfordshire. We can only do this with the support of the many volunteers and recording groups who provide data to TVERC. Each year, we receive tens of thousands of records, which we verify and validate before adding them to our database. Almost 70% of our data comes from individual voluntary recorders and local recording groups. The

TVERC is part of a network of Local Environmental Records Centres which cover most of the UK. Our policies and processes are accredited under a national scheme administered by the Association of Local Environmental Records Centres.

The data provided to TVERC is used to inform data requests from a wide variety of enquirers, including developers, consultants, local authorities, conservation groups and members of the public. Charges are waived in some cases, but a charge is made for commercial data requests, which covers the cost of collating, managing and extracting the data. We also carry out individual projects, using the skills and expertise of our team and the data available to us. For example, we have carried out reviews of the Ancient Woodland Inventory in Berkshire and Oxfordshire, a habitat mapping project to increase the coverage of habitat maps in Oxfordshire and provided support to the Oxfordshire Rare Plants group in developing a Rare Plants Register.

We are hosted by Oxfordshire County Council (OCC) and based in OCC’s office in Oxford city centre. OCC provides accommodation, HR services such as payroll and ICT support.

TVERC is directed by a partnership which includes all of the local authorities in Berkshire and Oxfordshire, the Environment Agency (the full list of partners is given below) and Berkshire, Buckinghamshire and Oxfordshire Wildlife Trust (BBOWT). The partners work with TVERC under the terms of a Memorandum of Understanding. TVERC supplies agreed datasets to its partners as well as providing data searches. Examples of the datasets supplied to partners include annually updated GIS layers showing the locations of protected and notable species; the latest boundaries for Local Wildlife Sites; and details of priority habitats.

TVERC’s partners are listed below.

Oxfordshire County Council  
Cherwell District Council  
Oxford City Council  
South Oxfordshire District Council  
Vale of White Horse District Council  
West Oxfordshire District Council  
BBOWT

Bracknell Forest Borough Council  
Reading Borough Council  
Slough Borough Council  
West Berkshire District Council  
Windsor and Maidenhead Borough Council  
Wokingham Borough Council  
Environment Agency

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## **TVERC DATA POLICIES**

TVERC has a data policy which covers how records are managed, the processes for delivering the Local Wildlife Sites system, data-sharing and access, our charging policy, data security and relevant legislation. TVERC is committed to making data at the highest possible resolution publicly available whenever reasonable. This depends on consent from the many organisations and individuals who originally provided the data.

Under the Environmental Information Regulations 2005 TVERC will respond to requests for environmental information from members of the public. If TVERC holds data belonging to a third party, organisation or individual who has not consented to its disclosure then that data cannot be released. TVERC may make a charge to cover the costs incurred in supplying the data. A request for data, the disclosure of which would make it more likely that the site, habitat or species to which such data related would be adversely affected, may be refused.

We comply with the Data Protection Act, which requires us to ensure that personal data is only used for the purpose for which it was collected. Personal data will only be disclosed to third parties when it is fair and lawful to do so. Personal information, such as names and contact details, may be stored as a recognised part of a biological record. Such details will not be passed to third parties without consent from the relevant individuals or group.

The European INSPIRE Directive aims to improve public access to spatial data and promote sharing between public authorities. However, spatial datasets cannot be made publicly available without consent from the data owner. There are also separate requirements for metadata to be made available for certain datasets. Metadata is available for public view on the TVERC website for a number of datasets.

If you would like to know more about any aspects of TVERC's data management policies and procedures, please ask us.

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## **THE NATIONAL BIODIVERSITY NETWORK**

TVERC is a member of the National Biodiversity Network (NBN). This is a collaborative project involving a range of organisations and voluntary groups which collect and use biodiversity data. The NBN provides a national repository for biodiversity data, which can then be accessed by different users, depending on their access rights.

TVERC regularly uploads datasets onto the NBN Gateway as required in agreement with the Environment Agency. These datasets are restricted to Environment Agency access to prevent the misuse of data by other users. We aim to continue to increase the data available through the NBN.

The NBN has a set of seven principles for data sharing.

**Principle 1:** Biodiversity data should be easily accessible to enable their use for not-for-profit decision-making, education, research and other public-benefit purposes.

**Principle 2:** Making biodiversity data available should reduce the risk of damage to the environment. If it is likely to have the opposite effect, availability may need to be controlled.

**Principle 3:** Biodiversity data suppliers should make available sufficient metadata to allow biodiversity data users to assess the scope and potential uses of their information holdings. When biodiversity data are supplied, accompanying information (metadata) on its ownership, methods and scale of collection and limitations of interpretation, should be provided.

**Principle 4:** A clear transfer of authority should be made when a biodiversity data resource is put together, to allow biodiversity managers to act on behalf of the biodiversity data owners.

**Principle 5:** Managers of biodiversity data should make their framework of terms and conditions publicly-available, allowing biodiversity data owners to have confidence that control will be exercised in the management and use of their data.

**Principle 6:** Personal data must be managed in accordance with the principles of the Data Protection Act 1998 and/or any subsequent legal provisions.

**Principle 7:**

**a)** Managers and funders of biodiversity data should make basic fact freely available (except for handling charges if needed) for not-for-profit decision-making, education, research and other public-benefit purposes.

**b)** Biodiversity data suppliers should try to arrange resourcing of information provision so that charges for not-for-profit uses are minimal and charges for commercial uses are realistic but do not prevent the use of biodiversity data.

**c)** Biodiversity data users should expect to contribute to sustaining the provision of biodiversity data through contributing either in kind or financially to the collection, collation and management of biodiversity data, or at the point of use.