

National Biodiversity Network Data Partner Agreement for the NBN Atlas infrastructure

Background

The NBN Atlas platform is a biodiversity information management system that has been set up to provide a trusted biodiversity portal (to aggregate and access raw data about species and ecosystems) and tools for data collection, management, visualisation, analysis and research. It has also been established to promote National Biodiversity Network (NBN) Data Partners and the value of the biological data they collect across the UK, to improve environmental decision-making and to educate people about our biodiversity. This work is being led by the NBN Trust in partnership with NBN members, data partners and associated funders.

The Atlas provides the infrastructure and tools to allow NBN Data Partners to share data and derivative information generated through data analysis, processing and integration. To achieve these goals, the NBN Trust promotes the free and open exchange of biological data via the Atlas platform, in line with the NBN's Open Data agenda as agreed by the NBN Board (July 2016) to support science, policy making, conservation, education and public understanding. The NBN Trust therefore encourages all Data Partners to license their data for unrestricted use wherever possible but respects the intellectual property rights of all NBN Data Partners.

The following Data Partner Agreement provides permission for your current data holdings on the NBN Gateway to be transferred to the NBN Atlas. Please complete all sections below, and return to support@nbn.org.uk

The Licence

1. The NBN Data Partner grants to the NBN Trust a non-exclusive, worldwide and free licence to the Data to:
 - a) Use and Disseminate the Data and Derivatives for and via the Atlas platform including the facilitation of data management and data analysis via the Atlas platform;
 - b) Make available the Data and Derivatives in accordance with the Atlas platform Terms and the selected Data Partner Terms under one of the following licences (specify the licence in the table at the end of this agreement):

(CC0) [Creative Commons - No Rights Reserved](#) (under which data are made available for any use without restriction or particular requirements on the part of users)

(CC BY) [Creative Commons Attribution 4.0](#) (under which data are made available for any use provided that attribution is appropriately given for the sources of data used)

(CC BY-NC) [Creative Commons Attribution-Non-Commercial 4.0](#) (under which data are made available for any use provided that attribution is appropriately given and provided the use is not for commercial purposes).

(OGL) [Open Government Licence](#)

2. All information in the Public Domain will remain in the Public Domain. Neither the NBN Trust nor NBN Data Partners will seek to assert any Intellectual Property Rights over any Public Domain materials that are made available through the Atlas platforms. All personal data will be held in accordance with the Data Protection Act 1998.

Schedule

Data Partner:

Data Partner Contact Name:

Contact details:

Data covered by this agreement:

Note: all sensitive species are automatically blurred according to the resolution specified by country government agencies under their sensitive species schedule. Please email support@nbn.org.uk for more detail if necessary.

All datasets, and/or spatial layers currently held on the NBN Gateway at the current public resolution

All datasets, and/or spatial layers currently held on the NBN Gateway at an improved resolution (by selecting this option you provide permission for the NBN Gateway team to improve the data resolution of your data based on the current dataset)

Resolution

Capture Resolution

100m

1km

2km

10km

Or

List of datasets, and/or spatial layers covered by this agreement (please return a copy of the provided Excel spreadsheet containing details of your current NBN Gateway datasets.)

Preferred format for attribution:

Please tick this box if you **do not** permit the sharing of your records, under the conditions agreed above, with the Global Biodiversity Information Facility (GBIF). The NBN are the UK node for GBIF and are committed to sharing data globally this way, so encourage you to permit further sharing of your records.

Data Manager Contact:

Name:

Email address:

Agreed by the parties and signed by their authorised signatory/delegate:

Data Partner:

Signature

Name

Date

NBN Trust:

Signature

Name

Date

NBN Data Partner Rights and Undertakings

3. The NBN Data Partner is free to make available, use or publish the Data elsewhere.
4. The NBN Data Partner warrants that it is the owner of the Data or that it has the necessary rights, licences or permissions to make the Data available in accordance with this Agreement.
5. The NBN Data Partner will make reasonable efforts to ensure that the Data is accurate at the time of its collection or creation, and will provide updated versions of the Data whenever relevant and possible. The NBN Data Partner will not be liable for any omissions or inaccuracies in the Data.
6. The NBN Data Partner will provide a Contact to assist with liaison and queries with respect to the Data.
7. Where the NBN Data Partner requires a specific attribution for the Data it will include that attribution in the Schedule.
8. The NBN Data Partner will provide Metadata in support of their Data and within the standards promoted by the NBN, so that any users of the Data are able to understand the source and applicability of the Data.
9. The NBN Data Partner will make the Data available to the Atlas platforms in electronic format either by providing the appropriate file or making it accessible via the internet.
10. The NBN Data Partner warrants that the Data does not contain any Restrictions such as confidentiality, privacy/personal information, sensitive data issues or other restrictions that affect the use of the Data as permitted under this Agreement. If any Restrictions are notified,

the NBN reserves the right to determine in its absolute discretion whether the Data should be included in the Atlas platforms.

11. The NBN Data Partner warrants that its supply of Data under this Agreement does not contravene any relevant laws or obligations to others.

NBN Rights and Undertakings

12. The NBN does not assert any intellectual property rights in the Data that is made available through the Atlas platform, including where that Data is made available as part of a Derivative.
13. The NBN will ensure all sensitive species data shared by NBN Data Partners will be blurred or denatured to prevent inappropriate use of the data to cause harm to the species concerned. The resolution at which these data will be blurred will be determined by the specific country agency sensitive species guidance.
14. Subject to clause 17, the NBN will make the Data or Derivative available via the Atlas platforms in accordance with the terms of this Agreement, the Atlas Terms and the Data Partner Terms.
15. If requested, the NBN will provide to the Data Partner usage statistics on the use of the Data via the Atlas platform.
16. The NBN will ensure the Atlas platform provides appropriate attribution to the Data Partner as the source of the Data and will also indicate the Data Partner Terms attached to the relevant Data.
17. The NBN reserves the right to include or remove Data and Derivatives supplied by the Data Provider from the Atlas platform as it sees fit.
18. The NBN Trust is the UK Node for the Global Biodiversity Data Facility ([GBIF](#)). Unless notified otherwise, the NBN Trust will share the Data at the supplied resolution with GBIF via the NBN Atlas. All sensitive data will be shared at the appropriate blurred resolution

Limitation of Liability

19. The fullest extent permitted by applicable law, the NBN (including its employees and contractors) excludes all liability to any person for any consequences, including but not limited to all losses, damages (including indirect, special or consequential damages), costs, expenses

and any other compensation, arising from this Agreement, the use of the Data or, inability to access the Atlas platforms.

20. Each party will promptly notify the other party of any actual or suspected infringement of the Data that it becomes aware of. The parties will consult on an appropriate course of action, however the NBN is not under any obligation to take legal or other action on behalf of the NBN Data Partner or other rights holders in the event of the breach of any rights in the Data or the Data Partner Terms.

General

21. Either party may terminate this Agreement:

- a. at any time by giving not less than three (3) months notice to the other;
- b. with immediate effect if the other party has breached this Agreement and that breach is not remedied within 30 days after written notice is received requiring rectification of that breach.

22. On termination of this Agreement, or within seven (7) days at the latest of the request of the Data Partner, the NBN will remove the Data from the Atlas platform. As required by relevant legislation Atlas platform may retain a copy of the Data for record keeping and reporting purposes only.

23. Termination of this Agreement does not operate to terminate any licences already granted to others under this Agreement (including clause 2), the Atlas Terms or the NBN Data Partner Terms. Those licences continue notwithstanding termination. The NBN Trust will not be responsible for notifying any third party or recovering any Data provided to others prior to the termination of this Agreement.

Definitions

- **Agreement** means this agreement, its terms and conditions, any schedules and attachments.
- **Atlas** means the NBN Atlas, including subsequent regional portals, including Scottish, Welsh, Northern Irish and English portals as appropriate, and in the context of this Agreement the National Biodiversity Network Trust (NBN Trust) as a party to this Agreement and the legal entity representing and responsible for the NBN Atlas and its country portals.
- **Atlas platform** means the websites with the URL [nbnatlas.org/\[Country\]](http://nbnatlas.org/[Country]), or www.als.scot or any URL replacing it and associated web-services and internet publishing tools.
- **Atlas Terms** means the terms and conditions applied by the NBN Atlas and its country portals on users of Data accessed through the NBN Atlas.
- **Contact** means the individual or position nominated in the Schedule to liaise with Atlas platform or data users on the Data.

- **Data** means digitised data, metadata, records or information provided by the Data Partner for inclusion in the NBN Atlas and includes: species facts (morphology, taxonomy, behaviour, habitat), names lists, species interactions, occurrence data, identification keys, geospatial data, databases, multimedia – including images, video, sound files; including any intellectual property rights in that Data.
- **Data Partner** means the individual or organisation or custodian set out in the Schedule and a party to this Agreement.
- **Data Partner Terms** means the terms and conditions applied by the Data Partner on the use of the Data and selected in this Agreement or described in the Schedule or attached to this Agreement.
- **Derivatives** means the work created from the reproduction, copying, modification, adaption and/or processing of the Data including into other formats e.g. electronic formats Disseminate means the reproduction, publication, communication to the public or other dissemination or making available to the public or data users of Data or Derivatives.
- **Metadata** means information about data which identifies at least a number of metadata elements such as title, abstract, keywords, organisation/owner/creator, rights, attribution.
- **Public Domain** means not subject to copyright protection because copyright has expired or does not qualify for copyright (e.g. ideas or facts contained in a work, concepts, styles, facts, names, titles, slogans).
- **Restrictions** means any additional restrictions, encumbrances, or limitations notified by the Data Partner on the access or use of the Data and as notified in the Schedule.
- **Use** means
 - a. access, reproduce, store, cache, manage, display and use the Data;
 - b. reproduce, copy, modify, adapt and/or process the Data including into other formats e.g. electronic formats ie make Derivatives;
 - c. incorporate all or part of the Data and Derivatives into larger data collations.