**Guidelines for Managing Requests for**

**Data and Information owned by**

**The Ornithological Society**

**of New Zealand Inc**

 **Introduction**

The Ornithological Society of NZ Inc.[[1]](#footnote-1) (OSNZ, also ‘the Society’) is often approached with requests to provide a variety of data and information, such as beached bird records, wader counts, nest records and the results (counts, bird species) of specific local surveys. Requests come from many quarters, including central and regional government agencies, universities, Crown Research Institutes, consultants and individual members interested in a certain topic.

It is important that OSNZ maintains up-to-date guidelines for managing requests for historical data and information that have been collected voluntarily by Society members, and at their own expense. In this context ‘information’ is defined to mean processed data, such as summarised bird counts for a specific locality. The advice provided in these guidelines is particularly important for Regional Representatives (RR), for Council, for the Scientific Committee, and more widely for the whole membership.

These guidelines do not apply to information and the results of studies that have been published by members as papers and short notes in *Notornis*, or in articles published in the *Birds New Zealand* magazine. These guidelines will however be applied to the release of raw and unpublished data that have been used as evidence or for analysis and subsequently included in papers published in ‘*Notornis’*.

Since the New Zealand Bird Atlas is a collaborative project involving several partners the policies and procedures set out here do not apply to observations made by members and entered into the NZ Bird Atlas, <https://ebird.org/atlasnz/home>

**Ownership of Data**

Historical data is considered to be “OSNZ data” and is the property of the Society when all of the following conditions apply:

1. The data was collected by one or more OSNZ members, acting as members of the Society. Note: A member acts as an OSNZ member when information is collected as part of an approved study, or when a member voluntarily offers information, e.g., specific observations, to the Society.
2. The data collection method was designed by OSNZ, and preferably was approved by the Chair of the Scientific Committee.
3. The costs of the project were born by OSNZ, or costs were borne by others as part of the design and implementation arrangements for the project.

**Policy**

The Society will:

* Implement a nationally consistent approach for managing information and data requests;
* Assert intellectual property rights over data and information that have been collected voluntarily by members;
* Ensure that all data and/or information supplied is truthful and of high quality;
* Ensure that the volunteer data collection efforts of members are not exploited by commercial interests;
* Ensure that OSNZ is able to meet expectations to provide data or information within an agreed time frame once an agreement has been made;
* Ensure that when a request covers more than one data set, each dataset will be treated as a separate request;
* Consider any potential legal implications with the release of data and information to a third party, e.g., with respect to RMA hearings to local authorities, or as part of evidence presented in Court proceedings.

Regional Representatives may use their discretion when making a decision to release data or information that has been collected within their own region but the foregoing policy principles and the decision-making framework set out below must always be considered.

For data obtained through regional projects, regions can claim up to 80 % of charges. No charges can be claimed for national data or regional subsets of national datasets. If an RR has doubts about how a request for data or information should be managed the matter must be referred to Council for advice (through the EO). In any case, a copy of all data and/or information must be provided to the EO for record-keeping by the Society.

Requests for data or information spanning two or more regions should be referred to Council for consideration; following consultation with respective RRs Council may decide to take the lead concerning the management of the request.

All requests for data or information from, or submissions using data, made to central Government agencies will be managed by Council.

Council may request advice from the Chair of the Scientific Committee concerning the release of information for any purpose.

**Charges for Data and Information supplied to Third Parties**

It is evident from knowledge and experience gained over several years that data collected voluntarily by Society members has considerable value to others. The most commonly requested data and/or information are counts of wader species that have been recorded at specific locations over the medium to long term. These data have been assembled with considerable care and comprise part of the intellectual property of the Society.

The following guidelines are provided to assist RRs and Council determine charges that may be applied when requests are made for data and/or information.

A charge will be made for supplying data and/or information to third parties, excepting that data will be supplied *gratis* to land owners, land managers and to members of the Society.

Making an assessment of the intellectual property value of a set of data that has been collected by voluntary effort needs to be determined subjectively. A charge-out rate should consider the potential value of the information to the user and there needs to be recognition of the voluntary effort made by members and their detailed knowledge and understanding about the birds and habitats that have been carefully observed and recorded, often over a period of many years.

The charge applied will also consider the volume of the data to be supplied and the cost of extracting data, the processing costs, such as assembling summaries or other analysis (if requested), together with any other costs that might be associated with delivery of the data and/or information.

The Society will apply a three-tier fee structure for the sale of data whether this be requested from an individual person, Government authorities or from companies, as follows:

**Tier 1** **$975**. Small amounts of data, < 0.3 Mb in an Excel spreadsheet.

**Tier 2** **$2,100**. Medium amounts of data, 0.3 Mb - 2 Mb in an Excel spreadsheet.

**Tier 3 $3,500**. Large amounts of data, > 2 Mb in an Excel spreadsheet.

As a general rule the cost should reflect the time taken to properly extract and summarise the data for delivery using a charge-out rate that reflects the care and diligence in doing so. Council has determined that for 2021-2022 a charge-out rate for extracting data shall be **$60/hour**. A minimum charge will be $60 for 1 hour, even if the time taken to extract data is less than 1 hour. This charge out rate is based upon a review of median and average 2021 rates of pay for technical, tutor and casual staff at NZ universities (circa $35/hour) to which is added a 70% overhead charge.

GST will be added to the total charge that has been assessed for each specific request, comprising, (a) the charge made for the supplying the data, i.e., at Tier 1, 2 or 3, and (b) the cost of extraction.

**Agreement for Data Provision**

An agreement between OSNZ and a third-party requesting data must be signed before data is supplied. Refer to Annex 1 for particulars of the draft agreement for all requests, except for the Beach Patrol database. Refer to Annex 2 for particulars of the draft Beach Patrol database agreement. Failure to observe these conditions and obligations may prejudice all future transactions with OSNZ.

**Decision-making Framework for the Release of Data**

Decision-making concerning the release of information will be based on the following criteria; these examples are provided for information only.

1. **OSNZ Member Enquiry for Data**

*Example: A member requests historical data for studies that will lead to publication.*

Principle: Birds NZ members receive data *gratis* for studies leading to publication.

Conditions & Obligations:

* 1. Data is used for a personal one-off publication.
	2. Raw data is provided *gratis* (providing raw data at no cost is a benefit of Society membership). There shall be no charge for extraction of data.
	3. Publication must acknowledge OSNZ as the source of data that has been collected voluntarily by members.
	4. Encourage publication of results of studies as a paper or short note in ‘Notornis’.
1. **General Enquiry for Data from Landowners or Land Managers**

*Example: An RR has been requested to provide a list of birds/count details to a land owner, or land manager, where the studies were conducted, e.g., DOC Takaka for Farewell Spit, or the Manager of Terawhiti Station.*

Principle: The land owner or land manager has the right to view and use raw data without payment where it has been collected on their land.

Conditions & Obligations:

* 1. No legal contract has been made or has been implied for the collection of data. No letter of agreement or other documentation exists concerning the volume or quality of data collected on the specific area of land.
	2. Raw data is provided *gratis*. There shall be no charge for extraction of data.
	3. List/s of bird species and counts will be provided exactly as recorded by observers.
	4. No analysis of data will be provided by OSNZ.
	5. Recognition that data has been collected voluntarily by members may be requested.
1. **Academic Enquiry for Data**

*Example: Student/lecturer requests raw data or information for research, e.g., nest record cards, part of the beach patrol database, or counts and/or other observations for a specific locality.*

Principle: Academics may be provided with data for specified research project/s.

Conditions & Obligations:

* 1. The purpose and merits of each request will be assessed on a case-by-case basis by the Chair of the Scientific Committee.
	2. Data will be supplied for one-time use.
	3. Raw data is provided *gratis*, but a charge will be made for extraction. (Refer to Annex 3 for guidance on charges).
	4. A publication must acknowledge OSNZ as source of data that has been collected voluntarily by members.
	5. Copyright of all data and any written material supplied shall remain with the OSNZ.
	6. Publication in ‘Notornis’ is to be encouraged.
1. **Conservation Management Enquiry for Data**

*Examples: DOC, or an NGO requests data for specific conservation management purposes.*

Principle: Data or information may be released and used where it will contribute materially to sustainable conservation management of birds and their habitats.

Conditions & Obligations:

* 1. The purpose and merits of each request will be assessed on a case-by-case basis.
	2. Data supplied will be for one-time use, and permission for its use will expire 12 months after it has been supplied.
	3. Data will be supplied *gratis* if it is to be used for planning, operational and other non-commercial purposes, but a charge for extraction of data will be made. Refer to Page 3 (Tiers 1, 2 and 3) for guidance on charges.
	4. The OSNZ must be acknowledged as the source of data provided.
	5. Copyright of all data and any written material supplied shall remain with the OSNZ.

Data Analysis and Reporting under Contract:

In specific circumstances it may be appropriate for suitably qualified and experienced OSNZ members to undertake data analysis under contract in support of a conservation management enquiry.

 i. Contractual analysis and reporting shall always be approved by the President who may request advice from the Chair of the Scientific Committee and/or Council.

 ii. Conditions and obligations (a) to (g), above, shall apply except that a charge for data extraction will not be made.

 iii. A contract may be a simple exchange of letters between OSNZ and the third party that specifies precisely and unambiguously the analysis objectives, analytical requirements and outputs (with or without reporting).

1. **Commercial Enquiry for Data**

*Examples: Regional or District Councils, Crown Research Institutes, commercial consultants or companies making a request to purchase data.*

Principle: Raw and/or semi-processed data may be supplied with a charge being applied that recognises the intellectual property value that has been created by the voluntary efforts of members, also the cost for extraction, overheads and any other costs associated with the preparation and delivery of data.

It is recognised that once data is sold to a commercial entity that the Society no longer has any influence over how it is used, and by whom, beyond the specified conditions and obligations set out below.

Conditions & Obligations:

* 1. The purpose and merits of each request for the purchase of data shall be assessed on a case-by-case basis.
	2. The sale of data shall be approved by the President, who may request advice from the Chair of the Scientific Committee and/or Council. (Revenue earned will be retained by the Society region from which the data was derived).
	3. Data that is sold shall be for one-time use and shall only be used for the purposes specified in writing by the commercial entity.
	4. Data shall not to be passed on to third-parties for any reason whatsoever.
	5. The user shall always acknowledge OSNZ as the source of data.
	6. Failure to observe these conditions and obligations may prejudice all future transactions with OSNZ.

Data Analysis and Reporting under Contract:

If requested, and if agreed between OSNZ and the commercial entity, analysis may be carried out by a suitably qualified and experienced OSNZ member working under contract.

1. Requests for contractual analysis, with or without reporting, shall be approved by the President who may request advice from the Chair of the Scientific Committee and/or Council.
2. A mutually agreeable charge shall be made for any contractual work performed that recognises the intellectual property value of the data and analytical task/s, overheads and any other costs associated with preparation and delivery.
3. Conditions and obligations (a) to (f), above, shall apply except that a charge for data extraction will not be made.
4. A contract may be a simple exchange of letters between OSNZ and the third party that specifies precisely and unambiguously the analysis objectives, analytical requirements and outputs (with or without reporting).

**Annex 1**

**Application for provision of data held by**

**The Ornithological Society of New Zealand Inc.**

These data have been compiled from observations collected voluntarily by members of the Ornithological Society of New Zealand Inc.

I am requesting data to be used by or on behalf of ...............................................................................

for the purpose(s) of: ……………………………………………..…………………………………….......................................

……………………………………………………………………………………….………………................................................……

I wish to apply for the provision of the following data: .........................................................................

For the months/years from .................................... to .........................................

**Terms and Conditions**

I accept the following terms and conditions relating to the release and use of these data and/or information.

1. Copyright of all material remains with the Ornithological Society of New Zealand Inc.
2. It is acknowledged that this use of data and/or information is for a single use only, as described above.
3. Data and information are supplied on an “as is” basis, without warranty of any kind, and the Ornithological Society of New Zealand Inc will not accept liability for any direct, indirect, special or consequential damages, losses or expenses howsoever arising and relating to the use, or lack of use, of the data and/or information.
4. Any loss or damage incurred through the use of the copy of the data and/or information shall be the responsibility of the user. The Ornithological Society of New Zealand Inc makes no express or implied warranties as to the accuracy or completeness of the data/information resource or its suitability for any purpose.
5. The data shall not be passed to a third party without written permission from the Ornithological Society of New Zealand Inc.
6. Permission must be obtained from the Ornithological Society of New Zealand Inc. before analyses that are additional to those described in the proposal are carried out.
7. The data must not be entered on a permanent computerised databank without written permission from the Ornithological Society of New Zealand.
8. The Ornithological Society of New Zealand will be acknowledged as the source of these data in all material relating to the data including scientific papers, reports, other publications, posters, talks or slides whether in print or electronic format.
9. All reports or other publications produced will be supplied, free of charge, to the Ornithological Society of New Zealand Inc. In the event of confidential reports, please negotiate this condition with the President of the Ornithological Society of New Zealand Inc.

Name:

Organisation:

Position:

Address:

Telephone:

Email:

Signature:

Date:

**Annex 2**

**Terms and Conditions for the Use of the**

**New Zealand Beach Patrol Database held by**

***The Ornithological Society of New Zealand Inc.***

The New Zealand Beach Patrol Database has been compiled from observations collected voluntarily since 1951 by members of the Ornithological Society of New Zealand Inc. as part of a long-term Society project.

I am requesting data to be used by or on behalf of ...............................................................................

for the purpose(s) of: ……………………………………………..…………………………………….......................................

……………………………………………………………………………………….………………................................................……

**TERMS and CONDITIONS**

I accept the following terms and conditions relating to the release and use of data comprising the New Zealand Beach Patrol Database.

1. The NZ Beach Patrol Database is copyright to the Ornithological Society of New Zealand Inc. but a version will be supplied to you royalty-free under a creative commons attribution 3.0 New Zealand licence. This licence is non-exclusive to you and will allow the database to be used for research purposes as described by you, provided that attribution is given to the Ornithological Society of New Zealand Inc.
2. The Ornithological Society of New Zealand Inc. shall be acknowledged as the source of the NZ Beach Patrol Database in all material produced or derived from it including scientific papers, reports, posters, other publications, talks, lectures, seminars and slides whether in print or electronic format. Please cite the database as follows:

New Zealand Beach Patrol Database,

The Ornithological Society of New Zealand Inc. .................. date *(to be inserted)*.
Beach Patrol database, PO Box 834, Nelson, New Zealand. [www.birdsnz.org.nz](http://www.birdsnz.org.nz)

1. During the course of research, the creative commons attribution 3.0 New Zealand licence allows reasonable changes to be made to the specific version of the NZ Beach Patrol Database that has been supplied to you provided that the Ornithological Society of New Zealand Inc. is advised of such changes.
2. The version of the NZ Beach Patrol Database that is supplied to you cannot under any circumstances be passed to a third party without written permission from the Ornithological Society of New Zealand Inc.
3. The version of the NZ Beach Patrol Database that is supplied to you must not be entered into a permanent computerised databank without written permission from the Ornithological Society of New Zealand Inc.
4. Any publications produced or derived from this database will be supplied by you, free of charge, to the Ornithological Society of New Zealand Inc.
5. The NZ Beach Patrol Database is supplied on an “as is” and “as available” basis, without warranty of any kind, either express or implied, and the Ornithological Society of New Zealand Inc. will not accept liability for any direct, indirect, special or consequential damages, losses or expenses howsoever arising and relating to the use, or lack of use, of the data contained in the database.
6. Any loss or damage incurred howsoever caused through the use of the version of the database supplied to you shall be your responsibility.
7. The Ornithological Society of New Zealand Inc. makes no express or implied warranties in respect of the accuracy or completeness of the New Zealand Beach Patrol Database or its suitability for any purpose.

Name:

Organisation:

Position:

Telephone:

Email:

Signature:

Date:

*Updated / January 2023*

1. *The legal name, The Ornithological Society of NZ Inc., is used in these guidelines because of legal implications concerning intellectual property rights and the sale of data to third parties.* [↑](#footnote-ref-1)