



## BIRDLIFE CYPRUS DATA PROVISION & ACCESS POLICY

### Introduction

BirdLife Cyprus holds data on bird distributions, populations, abundance and habitats that are of value for conservation management, site safeguard, species protection, planning, environmental policy and ecological science. Provided the conditions detailed below are met, BirdLife Cyprus is committed to data sharing, making research data accessible and available to other users in the interests of effective conservation.

BirdLife Cyprus ensures that data from its systematic monitoring and surveillance schemes, surveys and research projects are rigorously analysed and aims to publish results widely. BirdLife Cyprus undertakes many sample surveys where appropriate inferences can only be drawn from analyses that take account of the sampling design. BirdLife Cyprus is also custodian of the Important Bird Areas (IBA) inventory for Cyprus, drawn up on the basis of recognized and scientifically rigorous BirdLife International criteria, and approved by BirdLife International. The IBA inventory catalogues the key sites for bird conservation on the island and includes details on qualifying species and populations, site boundaries and characteristics. IBA data is of particular relevance for the proper and rigorous assessment of the impact of development projects proposed for within NATURA 2000 areas for birds (Special Protection Areas). BirdLife Cyprus will also use the information and data generated from its surveys to provide policy advice and information to government, conservation bodies and a wide range of other stakeholders.

In addition to the systematic data outlined above, BirdLife Cyprus also holds 'raw' bird-watching data, referring simply to unsystematic sightings at various locations and various times of the year, mostly provided voluntarily by its active members and other birdwatchers who share their records. These data tend to be biased towards popular bird-watching sites, towards rarer species and towards the migration seasons. None-the-less such data can be of value in assessing the status of birds, provided its limitations are allowed for. These data are also collated in monthly and annual bird reports

Many of the unique datasets gathered by BirdLife Cyprus are critically dependent on the fieldwork of our network of skilled volunteers. We will always seek to ensure that our volunteers receive appropriate recognition for this work. We will also further develop their access to their own data (and where appropriate to those of other contributors) and their ability to manage and analyse them through online applications.

This document outlines the terms and conditions for use of BirdLife Cyprus data. Potential users must submit a request using the standard form below and must agree to the terms and conditions below prior to accessing the data. Included is a disclaimer that will always accompany any data provided.

## Terms and Conditions

1. The recipient of the data will provide full acknowledgement and citation to the data in any materials or publications deriving in part or in whole from the data.
2. The data will not be used for purposes other than those specified on the Data Request Form.
3. Using or reproducing the data for commercial gain, either whole or in part, is prohibited unless this is done under an explicit agreement with BirdLife Cyprus.
4. In cases where the recipient intends to use the data for the purposes of a commercial project or a study related to a profit-making activity, a charge for provision of data will be agreed between the recipient and BirdLife Cyprus. The data will only be provided by BirdLife Cyprus once the agreed payment has been made by the recipient and the payment in no way affects or alters the terms and conditions for data sharing detailed immediately above.
5. Permission to use the supplied data shall expire after completion of the work for which the data were supplied, or after one year, whichever is the shorter. (If it is necessary to use the data for a longer period, a new Data Request Form must be submitted).
6. The recipient will not pass the original datasets on to third parties and will direct all requests for use of the data back to BirdLife Cyprus.
7. The recipient will not publish the data, either whole or in part, supplied in its original format on a website or any other media. The recipient should provide a link to the original data source location on the BirdLife Cyprus website if appropriate.
8. The recipient may only pass on datasets derived from the data supplied by BirdLife Cyprus if these derived data are supplied with the same terms and conditions.
9. Use of these data does not constitute endorsement by BirdLife Cyprus of any derived products, reports or analyses. The BirdLife Cyprus logo must *not* be used on any derived products, reports or analyses, or supporting materials, without express permission.
10. Where data are provided with additional supporting metadata, describing how they were compiled, ownership, type and quality of data, and limitations, the recipient must read all supporting information prior to any further analysis.
11. BirdLife Cyprus makes every effort to maintain accurate and up-to-date data at all times, but can accept no responsibility for the consequences of errors or omissions in the data, for misuse of the data by any organisation or individual, or for any damage done to computing systems into which the data are entered (see 'Disclaimer' below).
12. Recipients of data shall inform BirdLife Cyprus of any errors detected or more recent information that they know to be available.
13. BirdLife Cyprus reserves the right to comment on the accuracy of representation of the data in material produced by the recipient.
14. Two copies of all publications and reports using data supplied will be sent to BirdLife Cyprus free of charge.
15. As regards data based on volunteer survey effort, in cases where more than 10% of the data provided comes from a single contributor (e.g. BirdLife Cyprus volunteer), then that contributor should be acknowledged. BirdLife Cyprus will advise accordingly in cases where this applies.
16. Some data provided through the BirdLife Cyprus website (e.g. Cypriaca data) is 'open-access', but conditions 1, 3, 6, 7, 8, 9, 11, 12, 13, 14 and 15 above still apply to this more freely available data nonetheless.
17. Disputes between parties regarding any of the issues above, will be resolved in the Cyprus Courts.

**Disclaimer**

The following disclaimer automatically applies to any data provided:

*'BirdLife Cyprus makes no warranties or representations, express or implied, regarding the use of the material appearing in this dataset with regard to their correctness, reliability, accuracy, or otherwise. The material and geographic designations in this dataset do not imply the expressions of any opinion whatsoever on the part of BirdLife Cyprus concerning the legal status of any country, territory, or area, or concerning the delimitation of its frontiers or boundaries. Neither BirdLife Cyprus nor its related entities or its content providers shall be responsible or liable to any person, firm, or corporation for any loss, damage, injury, death, claim, or liability of any kind or character based on or resulting from any information contained in the dataset. BirdLife Cyprus may update or make changes to the data provided at any time without notice; however, BirdLife Cyprus makes no commitment to update the information contained therein.'*

For more information please contact: Christina Ieronymidou, Monitoring and Research Coordinator, BirdLife Cyprus, [christina.ieronymidou@birdlifecyprus.org.cy](mailto:christina.ieronymidou@birdlifecyprus.org.cy), tel. 22 455 072

November 2016

## BIRDLIFE CYPRUS DATA REQUEST FORM



CONTACT NAME:

PROJECT TITLE:

ADDRESS:

TEL:

FAX:

E-MAIL:

Are you carrying out this work in a professional or amateur capacity?

What is your deadline for receiving the data?

Please give details (especially regarding potential conservation benefits) of the purpose for which you require the data (continue on separate sheet if necessary).

Please give details of the data or data analysis you require.

In what form do you wish to receive the data?

Will your use of the data be part of a commercial project, e.g. an environmental impact study for a development project? If so, give details

I agree to abide by the BirdLife Cyprus terms and conditions as outlined in the BirdLife Cyprus Data Provision and Access Policy and understand that this forms the basis of a legally binding contract with BirdLife Cyprus.

Signed:

Date:

The completed form should be sent by fax and email (scan of signed form) to: Executive Director, BirdLife Cyprus, [birdlifecyprus@birdlifecyprus.org.cy](mailto:birdlifecyprus@birdlifecyprus.org.cy), Fax no: 22 455 073.