



SOUTH EAST WALES BIODIVERSITY RECORDS CENTRE  
CANOLFAN GOFNODION BIOAMRYWIAETH DE DDWYRAIN CYMRU

# POLICY DOSSIER

Updated: 06 December 2018

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## A. DATA POLICIES

### A1. DATA: CAPTURE AND MANAGEMENT

#### Background:

- SEWBRc requires good data in order to function. To obtain such information it has developed a number of data acquisition routes including:
  - Obtaining copies of datasets from local recorders and groups;
  - Gathering records direct from recorders via its online data capture portal SEWBRcCORD and the LERC Wales app;
  - Extracting records (with permission) from reports and publications; and
  - Collating habitat, sites and other geographical datasets from a range of third parties.
- Where appropriate SEWBRc enters into an agreement with data providers to define the responsibilities of each party and to deal with issues around data ownership, copyright and intellectual property rights.
- SEWBRc manages the data in its possession with sensitivity, impartiality and professionalism. Personal data is stored and managed in compliance with all relevant data protection legislation, including GDPR (2018).

#### Policies and implementation notes:

##### A.1.i. SEWBRc enters into Data Transfer Agreements with its major data providers

- A major data flow into SEWBRc is from individual biological recorders, county recorders and recording groups. Where possible, SEWBRc endeavours to enter into a Data Transfer Agreement (DTA) (previously known as Data Exchange Agreements) with such key data providers.
- An example of a Data Transfer Agreement is given in [Annex 1](#). Each DTA sets out the rights and responsibilities of SEWBRc and the data provider, as well as what SEWBRc will do with the data, including licences and data resolutions for onward sharing of the data with the NBN Atlas.
- SEWBRc maintains a register of Data Transfer/Exchange Agreements and is currently engaged in a programme to renew all agreements, so that all parties have an updated agreement including reference to NBN Atlas data sharing.

##### A.1.ii. SEWBRcCORD users enter into appropriate data sharing agreements upon registration

- The process of registering as a user on [SEWBRcCORD](#) includes the use of a tick box to accept a series of terms and conditions (see Annex 2). These terms and conditions encapsulate the key provisions of the SEWBRc Data Transfer Agreement.

##### A.1.iii. SEWBRc extracts data from reports and publications only with appropriate permissions

- A major source of relevant biological records, which is a current and future priority, is the large body of reports produced by environmental consultants to accompany planning applications or as part of Environmental Impact Assessments. SEWBRc has been involved in a number of projects and contracts to undertake 'data mining' to enable the extraction of records from these data sources. When undertaking this work SEWBRc respects the fact that the data these reports contain is normally the property of the client/developer, whilst the intellectual property

remains with the recorder. Appropriate permissions are always sought to enable SEWBRcC to extract and use this data.

- Where possible, SEWBRcC negotiates directly with environmental consultants for permission to use their data. Such negotiations include the promotion of model clauses in tendering documents to make data sharing with SEWBRcC/other Local Environmental Records Centres their default position (also bringing the consultants in line with best practice guidance from the Chartered Institute for Ecology and Environmental Management). Partially as a result of this work, SEWBRcC has received data directly from almost 50 consultancies.

#### **A.1.iv. SEWBRcC adheres to appropriate third party licences when handling their geographical data layers**

- SEWBRcC collates, holds and disseminates a range of geographical datasets from a range of third parties, including Natural Resources Wales and local authorities.
- Where such datasets are supplied with licences, SEWBRcC will enter into appropriate agreements to ensure that future use and dissemination of such data is legal and agreed.
- Geographical datasets are stored at capture resolution and are not edited or altered unless with the express permission of data providers.
- SEWBRcC maintains a register of third party geographical datasets that it holds.

#### **A.1.v. SEWBRcC respects and responds to the wishes of data providers**

- Where data providers have specific issues or concerns that are not covered by the terms of a standard Data Transfer Agreement, SEWBRcC endeavours to accommodate these concerns and will if necessary insert additional clauses into a customised agreement. Whilst SEWBRcC generally discourages restrictions being placed on data that limit their availability, the need to retain the trust and co-operation of recorders and data providers is an important consideration.

#### **A.1.vi. SEWBRcC utilises industry standard software for the management of its data assets**

- In order to properly and professionally manage its data holdings, SEWBRcC utilises a range of industry standard software packages. These include Recorder 6, MapMate, MapInfo, QGIS and the Indicia-based SEWBRcCORD website. In addition customised internal systems have been developed to draw all data together into a SQL Server database and to allow streamlined querying of all aggregated data. Data are also streamed to the all-Wales shared data server thereby exposing them to querying via LERC Wales' Biodiversity Information Reporting Database – Aderyn.

#### **A.1.vii. SEWBRcC documents, stores and disseminate metadata to describe its data holdings**

- As well as holding, managing and disseminating species, habitat and designation data, SEWBRcC also maintains information about its data holdings (known as metadata) to assist with data management and to provide information to service users.
- Maintenance of up-to-date metadata assists SEWBRcC with:
  - Understanding the nature of its data holdings, including aiding the identification of gaps in taxonomic or geographical data coverage.
  - Tracking ownership and availability of its data holdings in order to determine how data can or cannot be used.
  - Making existing and potential users aware of the extent of data holdings and of how the data can be accessed.

- Metadata on species datasets are entered and stored in Recorder 6 and are also available to accompany all datasets uploaded to NBN Gateway/Atlas. Metadata for geographical data holdings are contained within SEWBReC's register of third party geographical datasets.

## A2. DATA: ACCESS

### Background:

- The main object of SEWBReC (as set out in its memorandum of association) is to promote, encourage, co-ordinate and undertake the gathering, collation, storage, management, use and dissemination of information about the flora, fauna, habitats and sites of biological, ecological, geological or geomorphological interest in Glamorgan and Gwent.
- SEWBReC aims to ensure that the best available information (most up-to-date and accurate) is utilised to inform decisions that may affect biodiversity in the region.
- SEWBReC makes its data available in ways which achieve this aim, taking into account issues such as data sensitivity and intellectual property and whilst ensuring the viability of its business model by recouping its costs where possible.

### Policies and implementation notes:

#### A.2.i. Everyone accessing data from SEWBReC must accept and adhere to Standard Conditions for data use

- All data users are required to accept and adhere to our Standard Conditions of Data Release (also referred to as signing a Data Release Agreement).
- Standard Conditions of Data Release are shown in full in [Annex 3](#).
- These standard conditions are integral to all methods of data release that SEWBReC offers, including:
  - Service Level Agreements, Data Licence Agreements and other Partnership Agreements: usually held with public bodies or Non-Governmental Organisations (NGOs).
  - Online Data Access User Registration form: For registered users of the LERC Wales Data Access Tool or Aderyn.
  - Data Enquiry and Release Form (DERF): For all other data users including commercial, academic, wildlife recorder and personal interest users.
- No data is distributed until an appropriately signed copy of the standard conditions is received at SEWBReC.

#### A.2.ii. SEWBReC respects the sensitivity/confidentiality of certain data and will not permit its public release

- SEWBReC has co-operated closely with Natural Resources Wales (NRW) and its predecessors to fully incorporate guidance on how to restrict the release of detailed records of sensitive features. Particular records (usually breeding records) of a selection of species are deemed sensitive. The list of these species, the relevant record types and associated guidance are given in the NRW report entitled '[Ecological data and information exempt from general release under the EIR/FOI regulations](#)'.
- Service users who sign our Standard Conditions of Data Release are deemed by SEWBReC and NRW to be 'Trusted Partners' and are therefore allowed access to sensitive records, although by signing up to these conditions they accept that the records may not be passed to third parties or released into the public domain.
- SEWBReC treats all records meeting the NRW criteria as sensitive, regardless of the data provider.

- Data providers are permitted to deem records they supply to be sensitive/confidential for reasons other than those set out in the NRW criteria. These wishes will be respected by SEWBRc and any data with such restrictions will be flagged as sensitive and only released in an appropriate manner to approved recipients.

#### **A.2.iii. Where permitted, SEWBRc will not release data if its release is considered detrimental**

- Under the terms of the Environmental Information Regulations (2004) (EIR) there are a number of valid exceptions which allow data to be withheld:
  - If complete access is likely to increase the risk of environmental damage or put sensitive species at risk; or
  - if release of data is likely to jeopardise the supply of future volunteered data;
- SEWBRc will utilise these exceptions if it is considered that there would be detrimental impacts should data be released.
- SEWBRc may discretionarily refuse enquiries which request manifestly unreasonably large quantities of records (e.g. all records for a whole geographical area, or all records of a taxonomic group), even where such enquiries are not in breach of the terms of individual Data Transfer Agreements (see Policy A.1.i).

#### **A.2.iv. SEWBRc makes data available at appropriate resolutions via LERC Wales' Aderyn service**

- SEWBRc has been working closely with the other Local Environmental Records Centres in Wales (latterly via the LERC Wales Limited consortium) to deliver appropriate online data services to the general public and professional users.
- Basic data services for the general public are available via Aderyn (see: <http://aderyn.lercwales.org.uk/>). Each data output is delivered only after acknowledging appropriate data usage terms.
- In addition professional users (with an appropriate agreement with SEWBRc) can currently obtain enhanced data services via secure access to Aderyn.

#### **A.2.v. SEWBRc makes data available at appropriate resolutions via the NBN Atlas**

- Previously (2015-17) SEWBRc uploaded all data (where permitted by data providers) to the NBN Gateway. Access controls were utilised to restrict public data access to 10km resolution, whilst enabling trusted partners (with appropriate permission) to access data at full capture resolution. Other NRW-sourced datasets have been available for much longer, with similar access rules applied.
- The replacement of the NBN Gateway with the NBN Atlas in 2017 saw the removal of 'access controls' meaning there was no way of only allowing full access to approved users. In line with the 'open data agenda' SEWBRc continues to share data with the NBN Atlas platform, however its lack of access controls means that data is only uploaded at the previous public resolution (except where providers request full resolution upload).
- This approach allows coarse resolution data to be viewed by all (under a CC-BY or CC-BY-NC data licence) and to act as a "discovery dataset" and a shop window for capture resolution data which will still be available via chargeable data searches from SEWBRc.
- SEWBRc will work towards more fully embracing the open data agenda, but only if it is not to the detriment of its business model.
- SEWBRc will review its approach to sharing higher resolution data via the NBN Atlas should currently proposed changes to reinstate a form of enhanced data access be implemented.

#### **A.2.vi. Personal data is managed in accordance with Data Protection legislation**

- SEWBRc staff have received professional training to ensure compliance with the requirements of relevant legislation.
- Personal data is treated appropriately and securely in line with the enhanced requirements of the General Data Protection Regulation (GDPR) 2018..
- Procedures will be regularly reviewed to ensure ongoing compliance.

### A3. DATA: CHARGING

#### Background:

- SEWBRc Limited is run as a not-for-profit company to provide biodiversity information products and services to a range of users. There is a cost to running such a service and, for SEWBRc to remain financially sustainable, these costs must be met by its users.

#### Policies and implementation notes:

##### A.3.i. SEWBRc recovers its costs by charging for its products and services

- SEWBRc charges are set to recover the costs of time spent accessing, collating, processing and managing data, as well as supplying data to end users. These costs include staff time and the overheads associated with running SEWBRc.
- No charge is made for the actual data or information which is passed on to users, as SEWBRc is neither the owner of the data, nor did it bear the cost of data collection.
- The charges (for 2018/19) which are set out in the table below have been set to take into account the following considerations:
  - Whether the user has a long-standing relationship with SEWBRc (defined as a continuous agreement to procure products and services for at least the previous five years).
  - Whether the user has a service level agreement (SLA) or data licence agreement (DLA) with SEWBRc.
  - Whether the user has charitable status.

Band	Rate (exc. VAT)	Who
A1	£110.00 (first hour) £85.00 (subsequent hrs)	Commercial users
A2	£85.00	Commercial users (with SLA)
A3	£82.50	Bat and Roof-nesting Bird+ search (BARB+)
A4	£55.00	Bat and Roof-nesting Bird search (BARB)
B	£67.50	New non-commercial users (no SLA)
C	£65.00	New non-commercial users (with SLA)
D	£62.50	Non-commercial users with long-standing relationship with SEWBRc (no SLA)
E	£60.00	Non-commercial users with long-standing relationship with SEWBRc (with SLA)
F	£33.75	New charitable users (no SLA)
G	£32.50	New charitable users (with SLA)
H	£31.25	Charitable users with long-standing relationship with SEWBRc (no SLA)
I	£30.00	Charitable users with long-standing relationship with SEWBRc (with SLA)

#### **A.3.ii. SEWBRcC operates charging exemptions for most educational and non-commercial personal enquiries**

- Enquiries from members of the public, or those using the data for educational purposes, are usually dealt with free of charge, providing they are for non-commercial purposes and are in the interests of nature conservation. SEWBRcC regards all forms of property development (including purchasing a property) as a commercial activity, and there will be a charge for any information provided.
- The following users will normally be exempt from charges (although SEWBRcC reserves the right to make charges in the event of requests that would take a large amount of staff time):
  - School and university students.
  - Local natural history societies or groups.
  - Members of the public (unless representing a commercial interest).
- SEWBRcC shares its data with the Local Environmental Records Centres Wales Limited consortium which then makes data freely and publicly available via its Aderyn web portal (see: <http://aderyn.lercwales.org.uk/>). Coarse level data are also made available for non-commercial use via the NBN Atlas.

#### **A.3.iii. SEWBRcC regularly reviews its charges and proactively communicates changes**

- SEWBRcC will review its charges on an annual basis. If any changes are made they will be publicised via the SEWBRcC website and will be added to emails to current customers for a minimum period of one month before the increase comes into effect.

#### **A.3.iv. SEWBRcC maintains up-to-date and transparent financial records**

- SEWBRcC operates this charging policy in a transparent manner. Information on charges will be made widely available including via our website. All users are informed of charging rates and estimates of cost prior to confirming data requests. In certain cases, especially with large data requests, estimates may need to take the form of a charging range. Even if enquiries take longer than expected to process, charges made will not exceed the upper charge quoted.
- SEWBRcC maintains details of all financial transactions using professional accounting software. Customers are issued with invoices at the time of data supply and with payment terms of 30 days. Payment of overdue invoices may be sought through telephone or written contact immediately after the expiration of this 30 day period.
- Annual accounts are professionally produced by the company accountant and are presented to SEWBRcC membership at an annual general meeting. Abbreviated accounts are publicly accessible via Companies House (see: <https://beta.companieshouse.gov.uk/company/04961522/filing-history>).

## **A4. DATA: SECURITY**

### **Background:**

- SEWBRcC ensures that data in its care are protected from alteration, damage, loss, theft and unauthorised copying
- The information and data held at SEWBRcC are its main asset and in some cases may be irreplaceable. SEWBRcC is responsible for managing the data properly and ensuring they are physically secure.

- The replacement of much of the data held at SEWBRc is likely to be extremely costly or even impossible (in the case of lone copies of paper records). SEWBRc has an obligation to data providers to ensure that their data are safe and secure whilst in the care of SEWBRc.

## **Policies and implementation notes:**

### **A.4.i. SEWBRc takes appropriate steps to safeguard its property and the data in its care**

- SEWBRc leases office space as sole occupant of a self-contained office building. SEWBRc is therefore responsible for ensuring adequate buildings insurance cover (currently arranged by and paid to the landlord alongside the monthly rent).
- SEWBRc maintains an office insurance policy which will be reviewed annually to ensure that all risks are adequately covered.
- According to the office lease, security and fire protection are our responsibility. SEWBRc management will ensure that office security and fire safety provision is adequate. This will involve annual servicing of intruder alarm, fire alarms and fire extinguishers, as well as implementation and regular review of fire safety signage, lighting and procedures (including fire drills). The majority of SEWBRc staff have received fire safety training.
- External access to the premises is via doors with locks that meet the security standards of our office insurance provider. External doors are alarmed. Whenever the SEWBRc offices are unoccupied windows are secured shut, blinds are closed and the intruder alarm is activated. A suitable procedure exists to ensure the last person leaving the building each day activates the intruder alarm.
- SEWBRc occupies a self-contained, two storey office building. Flooding poses a potential risk to SEWBRc property and data. The building is not situated on a flood plain, but a potential flooding risk is recognised when water may enter the rear of the property from the back yard if surface water drains in the rear yard become blocked. These drains will be cleared at least annually to prevent the risk of storm water entering the rear ground floor office. No data or electrical equipment will be located or stored on the floor of the ground floor rear office to mitigate any possible damage to property should flooding occur.
- Access to SEWBRc IT systems and software is restricted to SEWBRc staff and authorised volunteers. The internal computer network, as well as key databases and software packages, are password protected and staff are required to log-off from systems when they are not in the office.
- Computer systems are maintained to the highest standards including regularly updated anti-virus and firewall software to prevent data theft or corruption. All incoming files are scanned for viruses prior to their use.
- All essential computer files (including biological databases) are held on a central server and are subject to regular back-ups. These include daily back-ups of the databases and weekly back-ups of all operation critical files. Daily back-ups are held on a network drive in a separate room to the server. The files are stored in different folders (one for each day of the week) to help with version control. These are then copied (weekly) onto an external hard drive that is kept off site (normally at the home address of the IT Officer). The back-up system has been fully tested to ensure that systems can be easily restored in the event of data loss or corruption. SEWBRc cannot provide professional-standard archiving for paper records. Where appropriate, provision is arranged for important paper (and other physical) archive material to be professionally and securely stored in an appropriate facility (e.g. Glamorgan Archives or other professional archiving service).
- Paper records are not marked or de-faced in any way which masks the details of the original record. Where paper records are marked (e.g. signed to show they have been computerised) pencil is used and marks are only made well away from the text of the record.

### **A.4.ii. SEWBRc considers data security issues within its risk management working group**

- Risks to SEWBRc's business model and reputational damage would be significant if data in its care were lost or damaged. This issue has been considered in detail by the SEWBRc risk management working group and a number of actions have been identified. See the 'Risk Management, Business Continuity and Disaster Recovery Planning' section of this Policy Dossier for further details.

## A5. DATA: VALIDATION AND VERIFICATION

### Background:

- SEWBRc aims to ensure the data that it disseminates are of the highest possible quality and therefore aims to validate and verify every biological record it receives.
- Validation is a procedure that ensures the minimum standards needed to make a biological record are adhered to.
- Verification is a procedure to ensure that the record has been attributed to the correct taxon and that species identification by the observer has been accurate. This process may be carried out by a determiner who could be a local or national species expert.

### Policies and implementation notes:

#### A.5.i. SEWBRc ensures that all data is validated during the data input or import process

- SEWBRc sets the minimum standard for a valid biological record to be that it clearly includes:
  - **WHAT was seen?** A valid species name is required (scientific or common).
  - **WHERE was it seen?** A valid grid reference or detailed location description (from which a valid grid reference can be determined) is required.
  - **WHEN was it seen?** A date is preferred, but date ranges and even vague dates (including months or years) can also be accepted.
  - **WHO saw it?** A full recorders' name is preferred, although partial names, initials or organisations are accepted.
- A range of different methods of data validation are employed to check the accuracy of incoming records. These are described in more detail in the SEWBRc verification procedure in [Annex 4](#).

#### A.5.ii. SEWBRc aims to ensure as much data as possible is verified by local or national experts

- The quality of taxonomic identifications is critical to the operations of SEWBRc. SEWBRc users expect accurate and reliable data, therefore all data provided must be of the highest quality possible and the reliability of all data must be known.
- SEWBRc assigns and maintains a verification level for every record in its database. These verification levels may be included in data outputs upon request. The verification levels are:
  - 0 = Incorrect
  - 1 = Unassessed
  - 2 = Unconfirmed
  - 3 = Correct
- SEWBRc's data verification system utilises, wherever possible, local expertise and existing data verification procedures, although SEWBRc staff are able to verify records for taxonomic groups in which they have expertise, or for easy-to-identify species from a range of taxonomic groups.
- SEWBRc recognises that the verification process can be very time-consuming for volunteer recorders and that therefore records may remain unverified for a considerable period. As part of its standard practice SEWBRc

chooses to make unverified data available, unless data providers or verifiers raise a specific objection. SEWBRcC is able to highlight unverified data in its data supplies, should this service be requested.

- As part of its programme of continuous improvement, SEWBRcC is currently prioritising work to ensure that the number of unverified records in its database is reduced. Our target is to clear the backlog of unassessed historical records by the end of 2019, so that there will be no unassessed data in our database (except records which have been held for less than 12 months).
- A range of different methods of data verification are employed to check the accuracy of taxon identifications associated with incoming records. These are described in more detail in the SEWBRcC verification procedure in [Annex 5](#).

## B. BUSINESS ADMINISTRATION POLICIES AND PLANS

### B1. EMPLOYEE HANDBOOK

#### Background:

- During 2015 SEWBRcC commissioned the services of Peninsula as a professional provider of human resources and legal advice and assistance.
- The key output following the initial appointment of Peninsula was a comprehensive Employee Handbook. Due to its length, the Employee Handbook is not included as an Annex to this Policy Dossier, but is available on request.

### B2. BUSINESS PLAN

#### Background:

- SEWBRcC's most recent Business Plan was produced in 2013 to cover the period 2013-2016.
- A new Business Plan was due to be produced and launched in 2017, but this has been delayed.

### B3. ANNUAL WORK PROGRAMME

#### Background:

- Each financial year SEWBRcC produces an Annual Work Programme to facilitate scheduling and prioritising of tasks for the SEWBRcC team during the financial year.
- The 2018/19 Annual Work Programme is included in [Annex 6](#).

### B4. RISK MANAGEMENT, BUSINESS CONTINUITY & DISASTER RECOVERY PLANNING

#### Background:

- During 2015 the SEWBRcC Board of Directors recognised the lack of adequate risk management planning within the running of the business.
- To address this shortcoming, a Risk Management Working Group was established in late 2015.
- This group's first activity was to undertake a business risk assessment. 38 risks were identified and were independently scored by the four members of the working group to give an assessment of the likelihood and severity of each risk.
- A meeting was convened during February 2016 to assess the relative scores for each risk. Eight risks were identified as being the most serious. Adapted notes from this meeting are included in [Annex 7](#). This document briefly outlines these key risks and suggests a number of priority actions for to address them.
- Several of the key risks identified during this exercise have already been addressed, including preliminary work on establishing a full business continuity and disaster recovery plan. The initial Disaster Recovery Plan (IT) is included as [Annex 8](#).

**Annex 1: SEWBRc Data Transfer Agreement**



*SEWBRc is a not-for-profit service run for the public benefit, which collates, manages and disseminates information of known quality relating to the wildlife, protected sites and natural habitats of South East Wales*

**DATA TRANSFER AGREEMENT**

This is an agreement for data transfer between the two parties below

**PARTIES TO THE AGREEMENT:**

<b>[Insert name]</b> , hereafter referred to as <b>[Insert name]</b>	<b>AND</b>	<b>South East Wales Biodiversity Records Centre</b> , hereafter referred to as <b>SEWBRc</b>
Contact:	Contact:	Adam Rowe
Address:		Address: 15 Talbot Road, Talbot Green, Pontyclun, CF72 8AD.
Telephone No:	Telephone No:	01443 808896
Email:	Email:	adam.rowe@sewbrec.org.uk

**IT IS AGREED THAT**

SEWBRc will:

- Enable use of **[Insert name]** records to alert decision-makers of the locations (and probable locations) of species and their habitats for the purpose of biodiversity protection and conservation.
- Ensure that original recorders are always appropriately credited in data outputs.
- Provide a report, on request, detailing how **[Insert name]** data has been used.
- Provide free access, **[when requested] OR [annually, on an agreed date,]** to relevant records held on SEWBRc databases – relevant records are those relating to the geographical area of study of the recorder or recording group, the taxonomic group(s) they record and any associated species and/or habitats. This may be via the ‘Recorder’ module of Aderyn.
- Facilitate access to other available data sets.
- Offer assistance in the production of maps and atlases.
- Assist with production of newsletters or other publications (including production of material for inclusion).
- Assist with paper record computerisation or transfer of data between database software.
- Assist with archiving of notebooks, recording cards and other documents.
- Provide biological recording software (Recorder or MapMate), assistance with installation, basic training and basic technical support for users.
- Assist with identification of geographical gaps in coverage of existing recording efforts. Provision of base mapping (where permitted by SEWBRc’s Ordnance Survey licence) to assist survey efforts.
- Organise additional support and recorder outreach, including the annual Recorders’ Forum events, recording field days, identification training days and the Gwent-Glamorgan Recorders’ Newsletter.
- Provide other support to recorders as agreed.

**[Agreed date of annual data transfer: .....]**

**[Insert name] will:**

- Provide species records submitted to them, or derived from surveys / observations undertaken by them, to SEWBRc **[as they are collated] OR [on an agreed date annually]**, in an agreed format.

**[Agreed date of annual data transfer: .....]**

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## HOW SUPPLIED DATA MAY BE USED BY SEWBRcC

Ownership of the data is unaffected by this agreement – the data will continue to be owned by the original recorder.

- Data supplied to SEWBRcC will not be sold, but SEWBRcC is entitled to charge users to cover costs incurred in managing data and servicing data requests.
- [\[Insert name\]](#) agree to the names of recorders being attached to their records in data products issued by SEWBRcC to identify ownership and as a measure of the records' authority. No other personal information relating to recorders will be shared.
- SEWBRcC will refer requests for expert knowledge regarding records of [\[insert taxonomic group and/or area\]](#).
- Any edits made as a result of the verification and validation process will be fed back to the data provider.
- It will be made clear to data users that gaps do exist in the recording coverage and that absence of evidence is not evidence of absence.
- Data may be aggregated with other datasets (e.g. for modelling or servicing national indicators) and it may not always be possible to credit individual data suppliers.
- Data on sensitive features (as defined by Natural Resources Wales) will be handled as per SEWBRcC's [Data Access Policy](#).
- [Additional features / species may be requested by \[insert name\] to be treated as sensitive within \[insert area\]](#).
- All data enquiries will be documented and logged, and enquirers will be required to sign an agreement to abide by standard conditions of data release (which can be viewed [here](#)) which defines terms under which they may use the data.
- Copies of the data will be uploaded to the NBN Atlas at an agreed resolution (shown below), and using the agreed license (shown below).

### License (ctrl-click to follow link to document)

[Open Government License](#) (OGL)

[Creative Commons Zero](#) (CC0)

[Creative Commons with Attribution](#) (CC-BY)

[Creative Commons, with Attribution, Non-commercial](#) (CC-BY-NC)

### Resolution

Full resolution

10km square resolution

(with INNS at full resolution)

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## TERMINATION OF AGREEMENT

- The Agreement can be terminated by either party without penalty or prejudice.
- A three month notice period is required to be given in writing by either party to the other in order to terminate the Agreement.
- If the Agreement is terminated, use of [\[Insert name\]](#) records held by SEWBRcC will be ceased.

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## CONFIRMATION OF AGREEMENT

Signed:

.....

(for SEWBRcC)

Signed:

.....

(for [\[Insert Name\]](#))

DATE OF THIS AGREEMENT: .....

## Annex 2: SEWBRReCORD Terms and Conditions of Use

By using this website, you agree to these Terms and Conditions of Use. If you do not agree, please do not use the site.

1. When you use this website, you create and upload content - for instance, wildlife observations, photos of nature and your descriptions of it. By putting this information on the site, you are saying that:
  - the content is yours, or you have the permission of the owner to agree to this usage, and
  - you agree that the content can be used on this site, and
  - you agree that your wildlife observations can be made publicly available for wider use, and
  - you agree that the content can be used for other legitimate purposes by SEWBRReC.
2. Wildlife observations collected through this site will be stored securely at the Biological Records Centre (on SEWBRReC's behalf) and made available to experts for verification.
3. Verified observations will be made available via the NBN Gateway/Atlas. SEWBRReCORD data will be collated alongside other data and made available via SEWBRReC's usual enquiry service, the LERC Wales Data Access Toolkit and the NBN Gateway/Atlas. If you do not want your observations to be made available in this way, please do not submit them.
4. Once verified records have been made available, their use will be governed by the NBN Gateway/Atlas Terms and Conditions, e.g. use of the data for commercial purposes will not be allowed without written permission from the organisation administering the dataset.
5. Please do not submit records to this site that have already been submitted to a Vice County Recorder, a different Local Environmental Records Centre, National Recording Scheme or another online wildlife recording system.
6. Having submitted a record to this site, please do not submit it to other organisations or online recording schemes. It will be made available to other local records centres, conservation organisations, natural history societies and others with a legitimate interest in the data via SEWBRReC and the NBN Gateway/Atlas.
7. You may view wildlife records submitted to this website by other users, but you may not store them, republish them, exploit them for commercial or academic research purposes, or pass them on to any third party.
8. Your contact details will be held in a database at the Biological Records Centre (on SEWBRReC's behalf) and will only be used to contact you if there is a query about the verification of your wildlife observations.
9. Your contact details will not be passed on to any third parties without your permission.
10. Your name will be stored as part of the record and may be made publicly available via the NBN Gateway/Atlas along with the species name, date and location of the record.
11. If you submit a record of a species that could be vulnerable to disturbance or persecution, the record will be flagged as 'sensitive' and will not be made publicly available.

SEWBRReCORD uses cookies to enhance site functionality, for example to remember the positions of maps and which data input values need to be remembered between usages of a screen. It also uses cookies for tracking but not for advertising or any other use. If you do not consent to these cookies being stored on your hard disk either disable cookies or do not sign up to use SEWBRReCORD.

### Annex 3: SEWBRc Standard Conditions of Data Release

#### SENSITIVE AND CONFIDENTIAL INFORMATION:

- I understand that data marked as sensitive or confidential is provided outside the Environmental Information Regulations (EIR) 2004 and the Freedom of Information Act (FoIA) 2000 (to prevent its becoming by default “public information”). It is provided only to me and those named below.
- I understand that, when held by a public body (as defined separately by the FoIA and EIR), the data will still be subject to FoIA and EIR, but proper regard must be given to its level of sensitivity in assessing whether to release the data in response to a request under the above legislation in a public interest test.
- I understand that all data (including that marked sensitive or confidential) may not be passed on to other bodies or individuals (including clients, agents and colleagues) unless they are named below, have received a copy of this form and agree to abide by its terms.
- I understand that I may not copy, distribute, disseminate, publish or broadcast any data (including that marked sensitive or confidential) in any format, including on the internet, to anyone not named below, without written consent from SEWBRc, unless required to do so by law.
- I agree that where other parties not named below require the information, I will direct them to SEWBRc.
- I agree to keep all data secure from unauthorised or accidental use, access, disclosure or loss, and to take reasonable practical steps to ensure its security.
- I agree to delete or destroy all data after 12 months or after use.

#### GENERAL TERMS:

- I understand that the South East Wales Biodiversity Records Centre (SEWBRc) operates as a not-for-profit company for the provision of objective biodiversity information. Charges made are purely administrative to reflect the cost of collating, managing and disseminating biodiversity information.
- I confirm that all data requested will be used for legitimate and legal purposes.
- I confirm that to the best of my knowledge neither I, nor any of my colleagues or associates who may have access to data obtained from SEWBRc, have been investigated for or convicted of any form of wildlife crime, nor have they been responsible for any misuse of data obtained from other Local Records Centres.
- I understand that the copyright of raw biological records remains with the original recorder and that copyright of processed data and reports belongs to SEWBRc.
- I acknowledge that I cannot use information for any purpose other than that for which it was requested.
- Data supplied by SEWBRc must not be entered into a computerised database or geographic information system without written permission from SEWBRc unless supplied in that format.
- SEWBRc will be acknowledged in any publications or reports, which are produced, using data it supplied. A copy of any such publication or report produced using the data from SEWBRc would be gratefully received if provided free of charge.
- Permission to use data supplied expires 12 months after receipt. SEWBRc will be contacted within one month of expiry if the data is still required.
- Data is provided ‘as held’ by SEWBRc and was deemed to be accurate at the time of collection. SEWBRc cannot guarantee the accuracy of data supplied, although all data is verified and validated as far as possible
- I will not hold SEWBRc or its data suppliers liable for problems/financial loss, which might arise from inaccuracy of any data supplied by SEWBRc.
- Past records of presence of a habitat or species do not guarantee continued occurrence. Absence of records does not imply absence of a species, merely that no records are held at SEWBRc.
- Use of SEWBRc data does not in any way replace the need for adequate field survey.

### Annex 4: SEWBRc Data Validation Procedure

We define validation as the process of checking that the given aspects of a record are valid – i.e. is the grid reference a valid grid reference and is the date a real (potentially vague) date?

The simplest method of validating data from spreadsheets is to pass it through NBN Record Cleaner, which will highlight errors in dates, grid references and in some cases species names. All data that comes in Excel format or is entered into Excel prior to import into Recorder 6, is routinely passed through NBN Record Cleaner first. Record Cleaner will also highlight any records that are outside of the expected geographical range – so if we expect all of the records to be in Glamorgan, but there are some in North Somerset then we can double check that the location name matches the given grid reference.

Additional Validation processes take place when the records are imported into Recorder 6. The Import Wizard will again check for poorly formatted dates, grid reference, abundances and a number of other elements that might cause the record to be invalid.

Data entered directly into Recorder are mapped using the internal GIS functionality to look for samples and survey events that fall outside of the expected geographical area.

### MapMate

Records entered directly into MapMate are validated by the program at the point of entry, so if dates are not valid or are in the future, the inputter is warned. Only sites within the current defaults (if any) will be available for use in data entry, only species within the current defaults will be available. It is however possible within MapMate to create a site with an invalid grid reference.

It is also possible for sites that have been given a 10 figure grid reference to be truncated when sync'd (ST0123456789 becomes ST01234567), thus putting the record in the wrong place entirely. These can be picked up by checking the site definition, which specifies the 10km square that the record should appear in when the site was originally created. So in the example given, the 10km square is ST05, whilst the truncated version implies it should be in ST04. By searching for these discrepancies, the site definition can be corrected in the SQL Server version of the site database, and thus appear correctly in the SEWBRc database. This is checked whenever a large sync file is processed.

Data being imported into MapMate is validated by the importer, which checks for invalid dates, excessively long field lengths, non-numeric abundances (which MapMate does not allow), and any Sites, Recorders, Methods (or taxa) that are not present in the MapMate database.

### SEWBRcCORD

Data entered into SEWBRcCORD has some fields validated on data entry – Date, the presence of a Recorder's name, a valid grid reference and a species name are all required fields and have to pass certain criteria before the record can be submitted. Nevertheless, some aspects of the record can still be incorrect.

The presence of a Map on the data entry form does not mean that the grid reference supplied is actually in the correct place. A number of users manually enter a grid reference from their notes and do not then check that the map has gone to the correct location, so the same spatial checks are applied to these records as are applied to those that enter Recorder in any other way - i.e. displaying the samples and survey events in the mapping screen in Recorder to look for outlying records, and checking the location name against that grid reference. Where no location name is supplied (which is sadly permitted by the indicia toolkit), then the original recorder needs to be contacted to confirm the location.

Prior to downloading the records into Recorder 6, a csv download is also taken in order to check for abundances that are more than 20 characters in length, and inappropriate use of the apostrophe in approximate counts (e.g. 100's!). These are then corrected within the database before importing, and an appropriate comment added to the record informing the recorder of the amendment, and explaining the reason for it.

It is also important to regularly check for records of Painted-lady, Redshank, Magpie and a number of other species names where there is taxonomic ambiguity, and the wrong taxonomic group could have been picked in error. For this a number of filters have been created on SEWBRcCORD, and where there is doubt the recorder is contacted.

## Annex 5: SEWBRc Data Verification Procedure

SEWBRc's position is that all records should be passed to the relevant County Recorder (CR) for verification. There are however limitations on this policy and caveats.

Every record is assigned a Verification Level:

Incorrect	= 0	Unconfirmed	= 2
Unassessed	= 1	Correct	= 3

The default value is 'Unassessed', and this is allocated to all records as they enter the system.

Unconfirmed is used when the CR has looked at the record, but is not in a position to make a judgement, often because a specimen would normally be required but is not available, but there is little reason to think that the record is incorrect.

Where records are correct or incorrect, the verification level is self-explanatory.

### **SEWBRReCORD Verification**

All records entered into SEWBRReCORD are available to the iRecord verification toolkit and the national network of verifiers. As such, there is a mechanism in place for these records to be verified. However, given that the verifiers are generally voluntary recorders themselves and there can be long delays in getting records verified, we take the view that it is better to have potentially useful records in the database before they are verified, so all records are downloaded, verified or not.

In order to prevent obviously incorrect records getting into the main database, a system of checks is run on them prior to release. The first test is to run the records through NBN Record Cleaner.

Two outputs are generated – Passed Records, and Failed Records. The passed records are pasted into the 'SEWBRReCORD\_CHECKS' table with a value of 2. The Failed records are pasted in with a value of 0. A query is then run (in SSMS) to update records that have been verified.

If the record has been verified, regardless of either previous value, it is updated to 3.

We then need to deal with records for which there is no Record Cleaner rule. These need to be appended to the SEWBRECORD\_CHECK Table via SSMS, with the default value of 0, updateable to 3 if the record has been verified.

Once all of this is done, then the records that have the 'Check' value set to 0 will need to be assessed. Those that are clearly wrong are passed back to the recorder and ask them to correct them. If there is no obvious reason for the record not to be passed into the main database then the 'Check' Value can be set to 2. If the record is certainly correct then the value can be set to 3.

Periodically records are verified online (via the iRecord Verification System). When a record's status is updated on SEWBRReCORD it will re-enter the database on the next download. At this point, the status value held in the 'SEWBRReCORD\_Checks' table is updated to 3.

### **Verification by other means**

Our aim is to have all records verified, either by a County Recorder or other suitable expert, locally or nationally. Different groups have different means by which they wish to access our data and therefore verify them.

MapMate is the primary recording software for a number of organisations in Glamorgan and Gwent.

**BSBI:** All plant records need to go into MapMate, and they can then be assessed by the three county recorders for plants:

West Glamorgan = Barry Stewart

East Glamorgan = Julian Woodman

Monmouthshire = Stephanie Tyler and Elsa Wood

**Glamorgan Birds:** Both Gower Ornithological Society and Glamorgan Bird Club process all records through MapMate.

**Gwent Birds:** Gwent Ornithological Society is given records annually as part of the annual report writing exchange.

## Annex 6: SEWBRc Annual Work Programme 2018/19

Task	Deadline	Who?
Revision of Business Plan	31/08/2019	Board
Relationship management with all customers/service users	Ongoing	AR
Relationship management with recording community and data providers	Ongoing	DS, AR
Roll-out of revised Data Transfer Agreements to all key data providers	31/03/2019	DS, AH, AR
Data import, download and input	Ongoing	DS, AH
Data quality assurance: validation	Ongoing	AH, EW
Data quality assurance: verification	Ongoing	DS
Provision of data enquiry service in response to customer requests: external/commercial and partner	Ongoing	RWD, AH, EW
Provision of data enquiry service: development control searches	Ongoing	AH
Delivery of project/contract outcomes: Data delivery under service level, data licence and partnership agreements	Ongoing	DS, AH
Delivery of project/contract outcomes: Living Levels contracts	Ongoing	AR, RWD
Delivery of project/contract outcomes: Gower Landscape Partnership contract	31/07/2018	AR, EW, AH
Delivery of project/contract outcomes: Valleys 2 Coast contract	30/04/2018	AR, DS
Input to Wales and UK level meetings and initiatives: LERC Wales Ltd board, ALERC board, NRW/WG/NBN liaison meetings, NBN Atlas UK & Wales steering group, Wales Nature Recovery Action Plan Implementation Group, Wales Planning and Biodiversity Forum.	Ongoing	AR
Input to Wales and UK level meetings and initiatives: NFBR board, LERC Wales technical group, Recorder 6 legacy project	Ongoing	DS
Input to regional and local biodiversity meetings and initiatives: GlamBAG/GGBAG, local biodiversity partnerships	Ongoing	All Staff
Provision of outreach events: Recorders' Forum	19/01/2019	EW, AR
Provision of outreach activities: Recorders' newsletter, recording days/bioblitzes, monthly emails, square of the month, species of the month, record of the week, maintaining active social media presence	Ongoing	EW, RWD, AH
Provision of training: Introduction to biological recording training courses (as commissioned by customers)	Ongoing	DS, AR, AH
Provision of website: news updates, events calendar maintenance, contacts & links	Ongoing	EW
Website redesign: commissioning and liaising with developers, developing content, launching	31/03/2019	EW, DS, AR
Strategic IT development including new product development and implementation	Ongoing	DS
Volunteer recruitment, training and supervision	Ongoing	AH
Ensure that SEWBRc continues to meet ALERC accreditation standards and achieves re-accreditation when required.	Ongoing	AR, RWD
Financial, Office and HR Management	Ongoing	AR
Compliance with company and health and safety legislation	Ongoing	Board, AR, DS
Administrative tasks in support of SEWBRc functions	Ongoing	All Staff

### Staff List

AH: Amy Hicks  
AR: Adam Rowe

DS: David Slade  
EW: Elaine Wright

RWD: Rebecca Wright-Davies

## Annex 7: Key Business Risks to SEWBReC and Preliminary Actions

Adapted from notes of the Risk Assessment Group held on 17/02/2016.

Present : Colin Cheesman (CC), Alison Jones (AJ), Steve Bolchover (SB) and Adam Rowe (AR).

### KEY BUSINESS RISKS IDENTIFIED

#### 1. FUNDING - DIVERSITY, OVER-RELIANCE AND AMOUNTS

##### Issues:

- Funding from the public sector had been both variable and difficult with certain councils consistently failing to engage with the SLA process.
- Possible future Welsh Government funding to provide access to LERC data for public bodies presents both opportunities and challenges.
  - Reduced administrative burden for AR pursuing SLA agreements with local authorities
  - Possible future over-reliance on WG funding.
- Threat of Local Authority mergers proposed by WG looms, creating a risk of fewer opportunities for SLA agreements.

##### Actions:

- Adopt a more proactive approach to funding through provision of training, data modelling, providing data for research etc. Maintaining a diverse funding portfolio will create resilience for SEWBReC.
- AR/CC to maintain vigilance in looking at funding options and local government reorganization proposed by WG.
- AR/CC to look at undertaking scenario planning and report to Board.

#### 2. COMPETITON - NBN, ONLINE SOURCES

##### Issues:

- Data freely available from a range of sources including iRecord and NBN Gateway.
- Atlas of Living Wales project could threaten SEWBReC/LERC business model unless only coarse resolution data is exposed and it is made commercially unusable. This data would still be useful for distribution mapping.

##### Actions:

- LERC Wales needs to be represented and vociferous where decisions are made about access to data. AR to force representation on projects and to meetings that use and make available data in Wales to ensure that our business model is not undermined.
- Continue support for sharing data at a coarse level of resolution.

#### 3. ASSETS

##### Issues:

- Improvements are needed to IT back-up procedures including ensuring key data is stored off-site.
- Concerns identified over whether current insurances are adequate to enable the restoration of all key aspects of business following a disaster.

##### Actions:

- AR to review back-up systems and implement any changes identified.
- AR to review insurance coverage and cost at next renewal.

- Consider the need to have a Disaster Recovery Plan and report to Board.
- At next update of the inventory include data assets as well as physical assets.

#### 4. LOSS OF KEY STAFF / DIRECTORS

##### Issues:

- Procedural instructions for all key staff are available but these had not been reviewed/updated for some time.
- SEWBReC staff had shown themselves to be extremely adaptable and willing to help when there had been absences from work.
- Staff turnover was very low and the LERC Wales consortium is an advantage as it gives access to resources and knowledge beyond SEWBReC.
- Need to ensure that a range of interests continues to be represented on the SEWBReC board.

##### Actions:

- AR to produce a timetable for the revision and update of procedural instructions.
- CC to ensure that there is adequate representation of sectors on the Board and that roles are clearly laid out.
- CC to define role for Vice Chair, To be agreed by the Board before the next AGM.

#### 5. GOVERNMENT POLICY

##### Issues:

- Largely covered in 1 above as it affects SEWBReC.
- There are clear needs for data and monitoring under the new Well-being of Future Generations Act and Environment Act.

##### Actions:

- CC/AR to ensure SEWBReC's current and potential role is promoted at every opportunity.

#### 6. SERVICE LEVEL AGREEMENTS/SERVICE PROVISION

##### Issues:

- There are numerous agreements with funders, consultants, contractors and data providers/recorders.
- Feedback from Public sector and consultancies indicates that SEWBReC and the services it supplies are held in high regard.
- SEWBReC has a comprehensive complaints procedure for its users.

##### Actions:

- Test by survey the reputation of SEWBReC with recorders at the next available opportunity.

#### 7. EMPLOYMENT ISSUES

##### Issues:

- New staff handbook covers a wide range of issues.
- Concerns raised about aspects of Health and Safety compliance and the fact that Directors are ultimately responsible for Health and Safety. AR cannot devote the time to it that was required.
- There is a need for renewal of the fire risk assessment and for known requirements to be implemented.

##### Actions:

- CC to undertake a more pro-active role on Health and Safety.

- CC to attend staff meetings when appropriate to cover Health and Safety.
- Health and Safety to be a fixed item for Board and Staff meetings.

## 8. CASH FLOW SENSITIVITIES

### Issues:

- There have been a few occasions when cash flow has a problem, most notably due to late payers.
- £30,000 is kept in reserve to cover such eventualities.

### Actions:

- The level and use of the fiscal reserve needs to be covered in the next iteration of the business plan.

## Annex 8: Disaster Recovery Plan (IT)

### System Critical Software and Data

This document sets out the current procedures in place to enable SEWBReC to resume operations in the event of a catastrophic event at the office. It also indicates where further work is required.

#### Databases

- The databases update automatically overnight, which includes an automatic backup on the server. These backups are copied to a portable external hard drive (weekly), which takes approximately 20 minutes for around 25GB.
- These SQL Server databases include those that are used to run data searches (Link), Recorder 6 (NBNDData) as well as others for taxonomy and data supplies.

#### Workflow

- There are two main Excel Spreadsheets that are fundamental to our daily operations Enquiries & Planning. These are copied onto the External Hard Drive (EHD) weekly.
- Planning also requires an Access database to be copied (weekly).
- Staff Leave spreadsheet is currently on Dropbox, and therefore accessible via any internet connection.

#### Correspondence

- The shared email inbox is 65GB. A plan for the backup of this resource is yet to be made.
- Email can be accessed remotely, but most of the email accounts that we currently have set up are 'POP' accounts, which download and delete from the server, therefore only new emails can be viewed using the webmail facility.
- The two newest email accounts have been set up using IMAP (which stores everything on the server until specifically moved by the user), but this has led to us nearly exceeding our web server disc space within less than six months. So if remote access was to become the norm for our email usage, we would need to increase the capacity from our service provider.
- We currently need to consider emails coming into each separate account, as well the generic shared email accounts, plus any core outgoing email. The majority of these currently sit on each user's pc, depending on who is responsible for this piece of work.

### System Critical Software

#### MapInfo

- We have installation CDs for version 8.5, 9.5 and 12.5, currently all held on site.
- Due to restrictions on 'Activation' of Licences, V9.5 can no longer be used, so if lost, these cannot be recovered.
- The current search system and source files are copied onto the EHD weekly.

### **Microsoft Office**

- We have installation discs for Office 95, 2003, currently held on site.
- The installation image for 2010 is stored on the EHD.

### **Recording Software**

- MapMate installation files can be downloaded from the MapMate website. The data is regularly synchronised with the MapMate community, so any records held will (or at least should) exist on other machines across the region. A copy of the data is also held in SQL Server and this is backed up with the other SQL-Server databases. A backup of the rest of the MapMate files is taken monthly and stored on the EHD.
- Recorder 6 upgrade files can be downloaded from the JNCC website, but the original installation requires the installation CD (currently held on site). The database is backed up regularly as part of the SQL-Server backup process.

### **Anti-virus**

- The NOD32 installation files are stored on the EHD. In the event of a recovery this would be one of the first pieces of software to be re-installed.

### **Sage**

- The installation discs are currently stored on site. Backup files are copied onto the EHD monthly.

### **SEWBRReCORD**

- Since this is already stored off-site (on the LERC Wales shared server), this would survive an office based disaster. The files and an SQL dump of the database are copied onto the local server monthly. These can also be copied onto the EHD.
- Records are downloaded from SEWBRReCORD into Recorder 6 on a weekly basis, and these are backed up with the SQL Server databases.