



Butterfly Conservation

Saving butterflies, moths and our environment

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DATA SUPPLY AND USE AGREEMENT

Data request

Thank you for enquiring about data held by Butterfly Conservation. Please read the data supply agreement overleaf and complete this form to clarify the nature of your request. The request will then be considered against our access policy and in conjunction (as necessary) with partner organisations. Please note that Butterfly Conservation may make an appropriate charge for providing access to the data that you request. You will be informed of the level of any charge when the outcome of this request has been determined, and agreement of the charge will be sought prior to any data being supplied.

Name:

Project:

Company:

Ref number:

Address:

Phone:

Fax:

Email:

Please outline the data required (including geographical area, resolution and date period), the reason for the request and the uses to which the data will be put (including any other parties involved and any planned changes in the format of the data e.g. entry into a database or GIS). Continue on an additional sheet if necessary:

Date by which data is required (subject to agreement)

I/We have read the Data Supply Agreement overleaf and understood the General Conditions set out. I/We hereby agree to abide by them:

Signed

Date

Data Supply Agreement

GENERAL CONDITIONS OF DATA SUPPLY & USE

Please read these General Conditions; they are important. If you do not agree to these General Conditions do not use the data supplied.

- 1.1 If there is any conflict or inconsistency between these General Conditions and any specific terms of access identified in Schedule 1, the specific terms of Schedule 1 will prevail, but only in relation to the particular aspect of data restricted by those terms, and only to the extent necessary to resolve that conflict or inconsistency.
- 1.2 We may change these General Conditions, or our Privacy Policy at any time without giving you notice, so please check them regularly. Additionally, we may add, change or remove additional terms identified in Schedule 1 at any time, but will give you written notice.
- 1.3 You must not use any of the personal data made available to you (for example, the name and address of the individual who made a particular wildlife record) for any purpose other than to verify the details of that wildlife record. In particular, you must not use any personal data for mass mailing or direct marketing of any kind, or for any purposes which are not in keeping with the aims of Butterfly Conservation.
- 1.4 You must not use or attempt to use any of the information provided deliberately to damage the natural environment.

2. Intellectual Property Rights

- 2.1 All material, data and information provided by Butterfly Conservation are protected by copyright, database rights and other intellectual property rights.
- 2.2 The data are provided solely for the use(s) described in the data request and may not be used for any other purpose without prior permission from Butterfly Conservation. The data may not be passed on in any format to any third parties without prior permission from Butterfly Conservation. If such data transfer forms part of your intended use of the data, please ensure that this is detailed adequately in the data request. The data may only be entered into a computer database or geographical information system (or similar) as part of the specified uses detailed in the data request. Please ensure that your description of the intended project includes such information. Any use of the data must be in accordance with the terms of this Agreement and any specific terms set out in Schedule 1.
- 2.3 Any product, report or publication relating to the data and the intended use(s) described overleaf should acknowledge Butterfly Conservation for providing access to the data. The name of the recording/monitoring scheme should also be acknowledged. For example "Data were provided from the National Moth Recording Scheme, courtesy of Butterfly Conservation". One copy of such reports or publications should be offered free of charge to Butterfly Conservation.
- 2.4 Some parts of the wildlife data supplied under this Agreement may be identified as being environmentally sensitive in nature. Your access to these sensitive aspects may be restricted. Where you are granted access to environmentally sensitive information you must not disseminate, deliberately compromise or otherwise infringe the confidentiality of such information.
- 2.5 If you intend to make any financial profit from use of the wildlife data provided under this Agreement or from any information products and material you derive, this must be stated explicitly in the data request. You may not make any financial profit from use of the wildlife data provided under this Agreement or from any information products and material you derive without Butterfly Conservation's written permission. Furthermore, you may not republish any of the data made available to you, or exploit it for commercial or academic research purposes without first obtaining written permission from Butterfly Conservation.

3. Data Protection and Privacy

- 3.1 We want to protect the privacy of our data suppliers and data users. Please read our Privacy Policy (available at www.butterfly-conservation.org or from this office); it will help you to understand how we use your personal data. We may change our privacy policy at any time without giving you notice, so please check it regularly.
- 3.2 Whenever you give us personal data, you are consenting to its collection and use in accordance with our Privacy Policy.

4. Accuracy of Information and Disclaimer

- 4.1 Any information and material we make available is provided in good faith and all reasonable efforts have been made to verify and validate the records. However, owing to the dynamic and judgemental nature of wildlife information, Butterfly Conservation disclaims, to the extent permitted by law, any responsibility for the accuracy or comprehensiveness of the data supplied, and accepts no liability for any indirect, consequential, or incidental damages or losses arising from use of the data.
- 4.2 If you find any inaccurate, out of date or incomplete information or material in the data provided, or if you suspect that something is an infringement of intellectual property rights, you must let us know immediately by contacting info@butterfly-conservation.org
- 4.3 You should independently verify any information and material supplied under this Agreement before relying upon it. Unless otherwise stated, the information and material provided are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by Butterfly Conservation and are not intended to be relied upon when making (or refraining from making) any decision. The information and material provided are not substitutes for the exercise of appropriate judgement. If you are not qualified or experienced enough to make that judgement, you should seek relevant advice or contact Butterfly Conservation for further information and advice.
- 4.4 You are responsible for ensuring that your computer systems are suitable to securely store any information and material supplied under this Agreement. We do not warrant that any material supplied will be free from viruses or other code that might be harmful. You are responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

5. Butterfly Conservation's Liability

- 5.1 We provide much of the information, data and material we hold free of charge. Whether or not we charge for it, it is provided on the basis that Butterfly Conservation has no liability for that information, data or material.
- 5.2 We have no liability for the inability of anyone to access and use the information or material supplied, and we do not warrant that data supply under this Agreement will operate without interruption.
- 5.3 We are not responsible for, and will have no liability for, any error or corruption or breach of security resulting from the transmission of any information or material over any telecommunications network.
- 5.4 We do not exclude or limit our liability for death or personal injury caused by our negligence or for any fraud on our part, or for any liability that cannot be excluded by law.
- 5.5 Subject to Condition 6.4, we will not be liable for any indirect or consequential loss, or for any loss of business, profit, revenue, goodwill or data, lost or wasted management time or the lost time of other employees arising from your use of any information or material supplied, or your inability to use it (whether that loss is direct or indirect).
- 5.6 All warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are excluded to the fullest extent allowed by law by Butterfly

Conservation and our data suppliers.

- 5.7 If the use of any information or material provided is unlawful in any jurisdiction (because of your nationality, residence or for some other reason), that information or material is not offered. If you are outside the United Kingdom you must satisfy yourself that you are lawfully able to use any such information and materials. We accept no liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information or materials by anyone outside the UK.

6. **General**

- 6.1 No delay, neglect or forbearance on the part of Butterfly Conservation in enforcing any of these General Conditions will be, or be deemed to be, a waiver. Nor will it prejudice any right of Butterfly Conservation.
- 6.2 If any of these General Conditions is (for any reason) held to be unenforceable, illegal or in some other way invalid, the unenforceable, illegal or invalid provision will not affect the remainder of these General Conditions; and they will continue in full force and effect.
- 6.3 These General Conditions are governed by English law and you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. The place of performance will be England.
- 6.4 No addition to or modification of any provision of these General Conditions will be binding on Butterfly Conservation unless made in writing and signed by their duly authorised representatives. "Writing" includes by e-mail.

7. **Further Information**

This data supply agreement has been prepared by and for the use of Butterfly Conservation, Company limited by guarantee, registered in England (2206468). Charity registered in England & Wales (254937) and in Scotland (SCO39268).

Our registered office is at: Manor Yard, East Lulworth, Dorset, BH20 5QP, United Kingdom.

If you wish to raise any query, please contact: info@butterfly-conservation.org

Schedule 1

Specific Terms of Data Access

1. In addition to section 2.3 in the General Conditions of Data Supply and Use, Butterfly Conservation will require co-authorship(s) and intellectual input into the drafting of any scientific publications, conference presentations or posters resulting from the use of data governed by this agreement. This condition may be waived by Butterfly Conservation at our discretion, if the analysis of our data forms only a small part of any published or presented work.
2. Your attention is drawn to section 2.2 in the General Conditions of Data Supply and Use, which prohibit the use of these data for any purposes other than those agreed in this document. Butterfly Conservation recognises that it is in the nature of academic research that unforeseen results require investigation with unplanned further analysis. However, you must seek permission from Butterfly Conservation before undertaking any analysis other than that detailed on the Data Request form and governed by this agreement.