

Bird Conservancy of the Rockies Data Policy

Bird Conservancy of the Rockies (Bird Conservancy) is a non-governmental organization that utilizes science, stewardship, and education to promote bird conservation across the Great Plains, Intermountain West, Mexico and beyond. Bird Conservancy's policy is that all avian monitoring data should be shared and become part of the public domain whenever possible. Bird Conservancy is committed to developing and refining data sharing platforms and tools that are aimed to inform decision support and more broadly inform management and conservation policy. Bird Conservancy's general data accessibility policy adheres to high quality, validated data sources that always protect the privacy rights of private landowners and partner organizations. We aim to make data and the associated metadata available upon project completion or in a moving window for ongoing work. Our goal is to ensure data utility, while concurrently protecting our intellectual investment. To meet these goals, Bird Conservancy has internal organizational standards with respect to metadata generation, data proofing, verification, and durable data backup. Bird Conservancy expects the completion of a standard data sharing agreement with all partners/collaborators interested in obtaining data. Bird Conservancy will maintain a record of all data access and sharing, and when needed, identify data restrictions as they relate to intellectual property and personally identifiable information (PII).

Intellectual Investment:

Bird Conservancy recognizes the primary motivation for detailed data collection is to address scientific questions and advance conservation. Our goal is to always preserve data for their original purposes but remain flexible to data utilization that may not have been anticipated at the time of collection. As such, Bird Conservancy scientists have the responsibility to publish and/or share results derived from data sources associated with our work. Bird Conservancy's goal is the support of our scientists in utilization of data for peer-reviewed publication within the specified period of performance and/or within a 3-yr moving window. We also expect translation of the science, in collaboration with internal and external stakeholders (i.e., biologists and managers) to guide and evaluate conservation and stewardship efforts. All data used in publication will be available through Bird Conservancy public access (website, API, and/or database) or through data repositories (FigShare, Dryad, etc.) at the time of publication. Outside of this window outlined above, and when conditions for data sharing have been met, it is our organizational policy that data will become part of the public domain.

Conditions for Data-Sharing:

Prior to any sharing of Bird Conservancy data all of the following conditions must be met: a copy of the data sharing agreement (Appendix A) should be filed with the appropriate Bird Conservancy point of contact (POC). All data should be proofed and verified. All data must have complete metadata that includes documentation of methods, location, and effort used in collection of the data. As such, any unverified data or those that lack appropriate metadata are not to be shared. Bird Conservancy requires that all data sharing requests identify an appropriate Bird Conservancy POC for communication on how the data will be used. Data requests should be in writing (i.e., letter or email), have clear parameters of the data needed, and have clear objectives and intentions for data use. Bird Conservancy POC may set terms and conditions for allowable use. When data are used by partners for publications, reports or presentations and the data owner is not an author, a Bird Conservancy POC or the organization, must be acknowledged. Data slated for use in peer-reviewed publication should be shared at the discretion of the representative data owner, Bird Conservancy Science Director and/or Executive Director. If data are to be used for collaborative projects and result in publications, data sharing agreements should be accompanied by a memorandum of understanding (MOU; Appendix B). Partners under other Bird Conservancy program-specific data sharing policies (Integrated Monitoring of Bird Conservation Regions; IMBCR) do not need to complete a new data-sharing agreement and will retain rights to analyze and publish data (see IMBCR data sharing agreement). Program-specific data sharing policy restrictions, as outlined in the IMBCR agreement, will still apply. Shared data must be maintained to meet basic data standards (i.e., versioning,

changes) and continue to be available in the public domain. Bird Conservancy will when possible inform those who have received data from the organization of subsequent changes.

Restricted Access Data:

Bird Conservancy works extensively with both public and private entities and has the right to restrict data access to protect all PII. As such, data collected on private lands may be subject to additional conditions and restrictions. Contractual agreements between Bird Conservancy and partner organizations may also preclude/restrict data sharing. Restricted access data will be made available to partner agencies or organizations that fund collection of those data. Restricted access data will not include public landowner information and data location information will be buffered.

Current Public Domain Data Sources and APIs:

We have a number of publicly available data bases ([Rocky Mountain Avian Data Center](#), RMADC; [Partners in Flight Landbird Population Estimates Database](#), PED; [Partners in Flight Avian Conservation Assessment Database](#), ACAD) and APIs that interact with other conservation organizations and key stakeholders. Bird Conservancy is committed to partnering with both the Avian Knowledge Network as well as state and federal stakeholders to develop APIs (e.g., species summary tool) and Decisions Support Tools (DSTs) that can be used to inform conservation decision making. Internally, we have the canonical name API (a way of standardizing database field names between databases), the data API (exposing our actual bird and vegetation data), and a report generation API.

Levels of Data Access:

Public- Bird monitoring and conservation data are currently available through RMADC, ACAD and PED databases. Public interested in these data (i.e., density, patterns of occupancy, population size, etc.) can query and generate data summaries by state, county and management unit. Publicly available data will not include detailed survey location information (i.e., latitude and longitude) or any private landowner information.

Partner/Restricted Level- Raw data can be accessed for approved partners and collaborators through any of our databases portals. Restricted level access to data must be accompanied by a data sharing agreement and MOU where appropriate. Raw data will include detailed detections as well as sampling location information. Private landowner information is not provided at any level.

Data Management Costs:

Any cost that Bird Conservancy incurs in the process of providing and or maintaining public access to its datasets should be reimbursed and/or shared with partners. Cost structure is to be identified at the proposal stage for new data, and at the request stage for legacy data. Costs may be determined and or waived on a case by case basis depending on data use, Bird Conservancy involvement, and complexity of the request. Overall data management costs include personnel salary for data management and verification, as well as indirect costs associated with maintenance of servers, software, database management, API development, and data backup and storage.

Appendix A: Data Sharing Agreement Form

1) Bird Conservancy of the Rockies, will provide the following data from <project> for <identify species of interest > from survey locations within <area of interest or state “all”> from <timeframe – start and end>. The data are being requested by <organization or individual requesting> for the purposes of <specific project>. These data will be used solely by <organization or individual requesting> for the purposes of this project and are not to be distributed to a third party.

2) Unless otherwise specified, all data and metadata should be considered confidential and sensitive due to agreements made with individual landowners to protect their privacy and due to the vulnerability and conservation status of bird species' being monitored.

3) We, the undersigned, acknowledge that the information noted above is considered sensitive and confidential, and agree to the following stipulations:

- The information described above will be accessible to <organization or individual requesting> to no other entity, nor will it be made available for public viewing.
- The information may not be transcribed or reproduced in any manner, unless authorized by the Executive Director or Science Director of Bird Conservancy acting on behalf of partners. <Organization or individual requesting> may display locations of <species/data type> spatially, if necessary to their stated purpose, but agrees to do so in a manner and at a scale where specific survey locations cannot be derived or specific private landowners identified.
- <Organization or individual requesting> will acknowledge Bird Conservancy and other stakeholders (i.e., funding agencies) in products that result from the use of these data. Acknowledgements will be agreed upon by both the requesting organization and Bird Conservancy. At a minimum, Bird Conservancy will be listed in the acknowledgements section of all technical and peer-reviewed publications as well as presentations.
- <Organization or individual requesting> plans to complete <specific project> by <end date>. Upon completion, any deliverables resulting from this project will be provided to Bird Conservancy (<Bird Conservancy POC>@birdconservancy.org) for distribution to other partners organizations.
- The data provided in this agreement will be used for the requested purpose described above and for no other purpose. The data will be destroyed upon completion of the purpose described above.

4) The following Bird Conservancy staff member is designated as your Primary Contact for this Agreement:

Name: <Bird Conservancy POC>

Job Title: <contact title>

Address: 230 Cherry Street, Suite 150, Fort Collins, CO 80521

Phone: <contact phone>

Email: <contact email>@birdconservancy.org

5) <Organization or individual requesting> designates the following person as the Primary Contact for this Agreement. <Organization or individual requesting> will notify the Bird Conservancy if the Primary Contact changes at any time:

Name:
Job Title:
Address:
Phone:
Email:

Signed by:
Bird Conservancy of the Rockies

<Organization Requesting>

Signature of Representative

Signature of Representative

Printed Name of Representative

Printed Name of Representative

Date

Date

Appendix B: Example Memorandum of Understanding

<Employee> from Bird Conservancy is collaborating with <individual and affiliation or Working group name> for the purpose of producing a co-authored publication addressing the primary question <question?>. To address this question, we will be using the following data sources <identify Bird Conservancy and alternative data sources to be used>. This document outlines an internal agreement among all collaborators to facilitate data sharing, identify collaborative goals, and prevent misunderstandings among collaborators or the organizations they represent.

Specifically,

1. We agree that we will share these data within the Collaboration or Working Group for the purposes of analyses to address the primary questions outlined above. Currently, we have one major question outlined in the MOU, but we may, as a group, identify others that can be added to this MOU as the project evolves.
2. For this MOU, the author contribution is agreed upon as <expected contributions> and will result in the mutually agreed author order of <author order>. Failure to meet expected contributions as outlined in this agreement <contribution timeline> can result in changes to the author order.
3. We agree that we will not distribute, use, cite, or incorporate into individual analyses any unpublished data provided by other members of the Collaboration or Working Group without explicit written consent from the individuals responsible for bringing original data to the project.
4. We understand that this agreement applies both during the duration of our Collaboration or Working Group project, and for perpetuity beyond the completion of the project as defined above.

Signed by:

Bird Conservancy of the Rockies

<Organization or Individual Collaborator>

Signature of Representative

Signature of Representative

Printed Name of Representative

Printed Name of Representative

Date

Date

BCR reserves the right to modify, revise or supplement this policy, as it deems appropriate.