

Marine Noise Registry Terms of Use

Version 2.0 Last updated [28/09/2018]

The purpose of this document is to state the terms and conditions for

- data providers, entering data into the Marine Noise Registry at www.mnr.jncc.gov.uk,
- to inform data providers of how their data is stored and accessed and
- to assure data providers that data are managed responsibly.

1. General terms of use

1.1. Introduction

By using this Marine Noise Registry website, you are agreeing to be bound by these Terms of use, which include the Privacy Policy.

We may change these Terms of use at any time without giving you notice, so please check them each time you visit the Marine Noise Registry website.

The Marine Noise Registry may lock, restrict and/or delete your registration or account if you breach these Terms of Use.

1.2. Terminology

Administrator: A data provider that manages an organisation created within the Marine Noise Registry.

Data: Refers to personal information and noise event information input to the Marine Noise Registry

Data Host: The body that is responsible for managing the Marine Noise Registry

Data Provider: Any organisation or individual providing noise event data to the Marine Noise Registry.

Noise Event: An individual activity that creates impulsive noise covered by the Marine Noise Registry such as impact pile driving or a seismic survey.

Organisation: A developer/contractor/operator that proposes to carry out a noise generating activity.

Regulator: A body that regulates noise producing activities in UK waters.

You/User – means you as a registered website user.

1.3. Registration

You must register to establish an account with the Marine Noise Registry in order to submit noise event data to the Marine Noise Registry.

When registering, a genuine email address must be provided.

You will ensure that any registration information you give to the Marine Noise Registry is accurate, correct and up to date.

You are responsible for maintaining the confidentiality and security of your password(s). You are therefore responsible for everything done or submitted using your account.

Administrators are responsible for ensuring membership of the organisation is kept up to date by deletion of a User's membership if the User leaves the organisation or are no longer required to input data to the Marine Noise Registry on behalf of the organisation.

The Marine Noise Registry will remove a User's account if it is suspected that it was created by someone who has been previously suspended for violation of these Terms of Use.

If you become aware of any unauthorised use of your account, you should notify the Marine Noise Registry immediately on mnr@jncc.gov.uk.

1.4. Noise event data entry

You warrant that if the noise event data you enter is subject to intellectual property rights, you are the owner of those rights and grant to Joint Nature Conservation Committee a worldwide, royalty-free, perpetual, non-exclusive licence to use that data for any legal purpose, including a right to redistribute and sub-licence the data under the Open Government Licence (OGL).

You will ensure that any data you input to the Marine Noise Registry is accurate, correct¹ and up to date.

You must not submit contributions that are intentionally false or misleading.

1.5. Data storage and access

The Marine Noise Registry website is held by the Data Host; Joint Nature Conservation Committee, on behalf of Department for environment, food and rural affairs and its devolved administrations.

Data input to the Marine Noise Registry are held in line with UK government information management procedures and data protection law.

When logged into the Marine Noise Registry, users have access to noise event data made on behalf of the organisation(s) they are a member of. Users cannot view any data entries made by an organisation they are not a member of.

Regulators have access to noise event data for which they are the named regulatory body².

JNCC and Defra can access all data to manage the Marine Noise Registry and produce required outputs.

Raw data are made freely available under the Open Government Licence, every 6 months from www.data.gov.uk.

Outputs created with data held in the Marine Noise Registry are published annually and are freely available at Data.gov.uk under the Open Government Licence.

Open government licence terms and conditions for data use are found at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

By submitting noise event data to the Marine Noise Registry website, you are giving permission for the data host to release noise event data to the OSPAR European noise registry hosted by ICES <http://www.ices.dk/marine-data/data-portals/Pages/underwater-noise.aspx>

¹ The Marine Noise Registry has built in quality checks and validation processes for example locations are true and within UK boundaries.

² Within a proposed activity form the data provider must select the relevant regulatory body for the noise event.

1.6. Personal information

Our Privacy Policy (<https://mnr.jncc.gov.uk/assets/help/marine-noise-registry-privacy-notice.pdf>) forms part of the Marine Noise Registry Terms of Use and describes how we use your personal information when you use the Marine Noise Registry.

When you give us personal information you are consenting to its collection and use in accordance with our Privacy Policy.

As a User of the Marine Noise Registry you must not use any personal information made available to you on this Marine Noise Registry website for any purpose other than:

- to verify details of a noise event entry made to the Marine Noise Registry with the User that created the entry.
- For organisational administrative roles such as checking the requirement of a User for membership to that organisation.

1.7. Security of the Marine Noise Registry

The internet exists across insecure, public networks and there is a risk that transmissions to or from this website may be intercepted and modified by third parties or that files obtained from or through this website may contain computer viruses, disabling codes, worms or other defects.

The Marine Noise Registry accepts no liability for any interference with or damage to your computer system, software, or data occurring in connection with or relating to the Marine Noise Registry website or its use including the tools provided. You are encouraged to take appropriate and adequate precautions to ensure that whatever is selected from this website is free of viruses or other contamination that may interfere with or damage your computer system, software or data.

You must not try to circumvent the security features of the Marine Noise Registry, or tamper with, hack into, or in some other way disrupts any computer system, server, website, router or other device used to host this website or make it available.

1.8. General

These Terms of Use are governed by English law.

No delay, neglect or forbearance on the part of Marine Noise Registry in enforcing these Terms of Use will be, or deemed to be, a waiver. Nor will it prejudice any rights of the Marine Noise Registry.

Further information regarding the Marine Noise registry can be found at <http://jncc.defra.gov.uk/page-7070>