**MCS NON-PERSONAL DATA AND INFORMATION SHARING AGREEMENT**

**TYPE OF DATA – GOOD FISH GUIDE**

**Parties**

**MARINE CONSERVATION SOCIETY**, Charity Number: 1004005, whose registered office is at Over Ross House, Ross Park, Ross-on-Wye, Herefordshire, HR9 7QQ ("MCS") (1) **and**

Dr James Robinson whose principal office is at: Lancaster Environment Centre, Lancaster University (the "**Recipient**") (2)

MCS will endeavour to supply Good Fish Guide Information and Data (namely the "**Dataset**") as specified in accordance with the attached "Terms and Conditions for Release of Data and Information" and depending on the availability of such Data. This letter and the attached Terms and Conditions for Release of Data and Information (together the "**Agreement**") shall comprise the terms on which MCS shall supply the Dataset to the Recipient.

**Purpose of sharing**

The Recipient is only permitted to use the Dataset for the following purposes (together the "**Purposes**"):

1. A study to focus policy attention on promoting consumption of nutritious, low-carbon, and sustainable fish. Good Fish Guide ratings will be used to make sure the findings have relevance for UK consumers. The recipient will analyse associations between nutrient value (from their own data), greenhouse gas emissions (published data), and fisheries sustainability (Good Fish Guide data) for seafood products that are widely consumed in the UK. This is for an academic study, to submit to a journal such as One Earth. There will be no commercial use and no teaching use. The data will be cited appropriately.
2. Data will be cited appropriately and MCS will be provided with any submissions to journals using data provided under this agreement.

**Details of Sharing of Information and Data**

The following table outlines the details on which the Recipient may use the Dataset:

|  |  |
| --- | --- |
| GFG Data Correct as of | 12th April 2021 |
| Date required by | 15th May 2021 |
| What types of data are being shared? | The following database fields will be shared:  ID  Common Name  Latin Name  Farmed / Wild  Farmed: Production Country  Farmed: Production Area  Farmed: Production Method  Accreditation Farmed  Wild: FAO Area  Wild: FAO Area Subdivision  Wild: Stock Unit Name  Wild: Management Unit Name  Wild: Capture Method  Accreditation Wild  Wild: Stock Score  Wild: Management Score  Wild: Capture Method Score  Farmed: Feed Score  Farmed: Env Score  Farmed: Welfare Score  Farmed: Mgmt Score  Total Score  Rating |
| How will the data be used? | See above |
| How long can the data be retained by the Recipient? | Data may be retained for up to 6 years. This data will be superseded by subsequent Good Fish Guide ratings updates. Updates to a subset of ratings happen every 6 months. |

**Sharing of Additional Information and Data**

In addition to the Information and Data contained in the Dataset as at the date of this Agreement, MCS may share additional Information and Data with the Recipient either in MCS' sole discretion or so long as:

1. MCS receives a written request from the Recipient specifying the additional Information and Data sought; and
2. MCS provides written agreement to that request.

On the sole discretion of MCS, the same details as those contained in the Details of Sharing of Information and Data table to this Agreement should be outlined in writing for any additional Information and Data which is agreed in accordance with steps 1 and 2 above.

For the avoidance of doubt, any subsequent addition to the Dataset would be outside the scope of this Agreement, and subject to a separate request in accordance with the procedure outlined above.

**General**

This Agreement protects MCS' ownership of the database and the data within (the "**Database**"). The Recipient acknowledges that MCS owns and shall continue to own all rights, title and interest in the Dataset which includes, for the avoidance of doubt, all industrial and intellectual property rights in the Database, whether registered or unregistered, including all technical information and database rights. The Recipient acknowledges that nothing in this Agreement shall transfer any aforementioned rights in the Dataset to the Recipient.

Please keep one copy of this letter for your records, and send the other countersigned copy back to the named contact outline in Schedule 1 ("Contacts") of this Agreement, on receipt of which we will send a copy of the Dataset to you.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed on behalf of**  **Marine Conservation Society:** | | **Signed on behalf of**  **the Recipient:** | |
| Name: | **Charlotte Coombes** | Name: | **James Robinson** |
| Job title: | **Good Fish Guide Manager** | Job title: | **Senior Research Associate** |
| Signature: | C:\Users\charlotte.coombes\AppData\Local\Microsoft\Windows\INetCache\Content.Word\Sig_CFCoombes.jpg | Signature: | **A picture containing shape  Description automatically generated** |
| Date: | **06/05/2021** | Date: | **07/05/2021** |

**SCHEDULE 1 - CONTACT DETAILS FOR DAY-TO-DAY OPERATION OF THIS AGREEMENT**

**Marine Conservation Society:** Good Fish Guide Manager

Email: [charlotte](mailto:charlotte) coombes@mcsuk.org

Tel: 01989 566017

**Recipient:** Dr James Robinson

Email: james.robinson@lancaster.ac.uk

Tel: 077 5627 9229

**Terms and Conditions for Release of Data and Information**

1. **Background**
   1. The Marine Conservation Society (MCS) is the UK charity dedicated to the protection of the UK's seas, shores and wildlife. MCS campaigns for clean seas and beaches, sustainable fisheries, protection of marine life and their habitats, and the sensitive use of our marine resources for future generations. MCS produces the annual Good Beach Guide, the Good Fish Guide on sustainable seafood and organises volunteer projects and surveys such as Beachwatch and wildlife sightings.
2. **Definitions**
   1. For the purposes of this Agreement, "Data" and/or "Information" includes all non-personal information, data, records, documents and other content of any kind and does not contain "personal data" as defined under the General Data Protection Regulation (EU) 2016/679, as in force in the UK and contained in the Data Protection Act 2018, as may be supplemented, amended or superseded from time-to-time;
   2. The parties recognise the intrinsic value of their information holdings as a form of intellectual property protected by a variety of registered and unregistered intellectual property rights including, but not limited to, copyright, registered and unregistered trademarks, know-how, database rights and confidential information (the 'Intellectual Property'). Nothing in this Agreement is intended to affect each party's ownership of its respective Intellectual Property rights.
3. **Information Supply Objectives & Licences**
   1. These are:

* For MCS to provide to the Recipient the Data specified in this Agreement;
* The Data is to be provided on a confidential basis, and must only to be used by the Recipient as specified in this Agreement;
* Under no circumstances must the Data provided by MCS, or any version, analysis or derived output thereof, be divulged by the Recipient to a member of the public or any other third party, except as specified in this Agreement, without the express written permission of MCS being sought – and given – in advance of any such disclosure;
* The Data provided will not be merged with other datasets, unless its unique source is clearly identified throughout;
* Actions taken by the Recipient as a result of receiving the Data will be reported to MCS in a timely manner to assist MCS to develop its Database (as defined in the letter to this Agreement) and to communicate, among other things, positive outcomes to our volunteers, supporters and funders;
* The Data will not be copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by MCS; and
* Copies of the Data may only be made for backup purposes, and on the completion of the project the Data must be destroyed.
  1. If MCS incurs a charge as a result of the release of the Data under this Agreement, a VAT invoice will be issued to the Recipient, which will be payable by the Recipient in full within 30 days of receipt of the Data.
  2. The Recipient must not use the Data in any way which brings or is likely to bring MCS into disrepute.
  3. Although every effort is taken to ensure the accuracy of the Data provided under this Agreement, it is acknowledged that data collected by volunteers can vary in consistency; therefore MCS does not accept any liability for the accuracy of the Data provided to the Recipient under this Agreement.
  4. It is assumed that the Data provided under this agreement will be in its raw form, will be provided as is and MCS makes no warranty as to its accuracy or completeness, will not have undergone any analysis by MCS and will be used by the Recipient for analysis and/or research purposes as outlined in the Details of Sharing of Information and Data table contained in the letter to this Agreement, for which the following is required:
  + If the analysis is to be published in any publication, including scientific publications, then the source of the Data must be credited to MCS;
* If the analysis is required to be undertaken by MCS at the request of the Recipient, there will be a separate charge for this, which will be discussed and agreed with the Recipient; and
* MCS retains the right to use the findings for its own purposes, as well as the right to licence the use of those findings to third parties.

1. **Name and Logo**
   1. Neither party must use the other party's logo in any way without their prior permission. Where one party (the "Owning Party") agrees for the other party to use its logo, the other party should only use the logo in accordance with guidelines supplied by the Owning Party at the time permission is granted.
   2. When permission is granted for the use of the MCS name and logo, permission will usually be granted for one purpose/event only and will usually be time limited. In any event, the MCS name and logo must not be used in any way which brings or is likely to bring MCS into disrepute.
2. **Status**
   1. Nothing in this Agreement, or wider arrangement, will be construed as creating a partnership or joint venture between the parties. Neither party will represent itself as being the agent of the other party and nor is either party authorised to commit the other party to any arrangement with a third party.
3. **Duration**
   1. This Agreement shall commence on the latter of the dates of signing by both parties.
   2. The use of the Data is one-off for the Purposes of this Agreement. Once the individual Purposes for which the Data was provided to the Recipient has been completed, that Data may not be used by the Recipient unless express written permission is granted by MCS.
4. **Operation and Management**
   1. The parties shall ensure to the best of their endeavours that the objectives of this Agreement are met.
   2. The contacts identified in Schedule 1 ("Contacts") will coordinate the day-to-day management of the exchange of Information on behalf of the parties and will work closely to facilitate the smooth exchange such Information.