

Last updated: 24/11/22

Birdata is Australia's largest bird monitoring platform, comprising well over 22 million species records. **Please fill in this form if you are requesting data from the Birdata database** (1998-present). Completed forms should be sent via email to <u>birdata@birdlife.org.au</u>.

Data extractions incur a fee of \$550 for commercial entities such as consultancies and primary industry. They are free of charge for scientists, government, conservation groups and BirdLife Australia volunteers (unless being used in a commercial capacity).

We will provide your data as **.csv files** containing either a list of species from your area of interest, or as a list of all occurrence records of all species covered by your request. Records of sensitive species may have their precise locations buffered in some circumstances (depending on the nature of your request).

If you require data from the Migratory Shorebird Program, please fill in <u>this form</u> and email it to <u>shorebirds@birdlife.org.au</u>.

For data from the Powerful Owl Project in NSW and QLD, please contact the team directly at **powerfulowl@birdlife.org.au** (NSW) or **powerfulowl-bris@birdlife.org.au** (QLD).

If you need Western Australian Black-Cockatoo data, please read the information on <u>this page</u> and send your data request to <u>merryn.pryor@birdlife.org.au</u>.

REQUESTER DETAILS

* indicates a required field

Contact name*	PO number (if applicable)	
Email*	ABN (if applicable)	
Phone number	Signature*	
Organisation	Date signed*	



PROPOSED USE OF DATA

Please briefly outline how you plan to use these data (e.g. analysing trends in Noisy Miner abundance, desktop assessment of threatened species in a proposed development area).

DATA REQUIREMENTS
Species of interest
Full species list only
Occurrence records for all species in area
Occurrence records for specific species (<i>list below</i>)

Geographic area of interest

Please provide a description of the area from which you require data. This can be in descriptive terms or include specific spatial coordinates.

Examples: The state of Tasmania, the Local Government Areas of Corangamite and Surf Coast, the Arnhem Plateau Key Biodiversity Area, a 50 km radius from the point -37° 50', 144° 39'.

If you require data from a custom area, please **attach the necessary shapefiles** (ideally with lat/lon coordinates) to your email when submitting this form.



CONDITIONS

In commissioning a data extraction from BirdLife Australia's Birdata database, the Purchaser agrees to be bound by all of the following conditions. In these conditions, "data" means information collected, compiled and vetted by BirdLife Australia, its predecessors and subsidiaries.

- 1. The Purchaser agrees to pay BirdLife Australia the amount of any fee charged for the extraction of the data and the license to use the data in accordance with the terms of BirdLife Australia for payment. If payment is not made in accordance with those terms, BirdLife Australia may cancel this agreement without prejudice to any rights it has under this agreement or at law, including the right to recover licence fees.
- 2. The Purchaser will not, without first obtaining the written consent of BirdLife Australia, use any data supplied by BirdLife Australia other than for the use proposed by it in its application. If there is any such variation in the use of the data, BirdLife Australia may charge such further licence fees, or withdraw its consent to use data, as it decides.
- 3. The Purchaser accepts that all Intellectual Property rights connected with the data shall always remain the property of BirdLife Australia and the person(s) who collected that data.
- 4. The Purchaser will give proper and explicit acknowledgment to BirdLife Australia as being the source of the data in all publications in which the Purchaser makes use of the data. The Purchaser will notify BirdLife Australia of any publications using BirdLife Australia's data.
- 5. The Purchaser will ensure that it uses appropriate security measures to ensure that the data are not subject to unauthorised use or theft.
- 6. BirdLife Australia makes no representation whatsoever about the correctness of the data or the use to which they may be put and the Purchaser agrees that it has not made this application in reliance upon any such representation.
- 7. Any rights granted to the Purchaser to use the data will be personal to it and will not be able to be assigned to any third party without the consent of BirdLife Australia first being obtained.
- 8. If the Purchaser fails to comply with any of these conditions, its right to continue to use the data will be withdrawn.
- 9. This document will constitute the whole of the agreement reached between the parties and shall be governed by the laws of the State of Victoria, Australia.
- 10. This data application is not part of any previous data agreement between BirdLife Australia and the Purchaser. It does not prejudice any future negotiations with any State Department regarding data exchange/subscription.

If you require First Atlas data, please contact us directly at **<u>birdata@birdlife.org.au</u>** with further details.