

The Crown Estate's Marine Data Policy– “defining what we reasonably require under our agreements”

Peter Edmonds, Spatial Data Manager. March 2015.

Introduction

We have a clause relating to data (primary observations, data acquired, modelling and scientific / technical reports generated) in all of our offshore wind, wave and tidal energy agreements. There are variances in the precise wording of the data clause between agreements. The Crown Estate's Marine Data Policy (the Policy) records The Crown Estate's intention to work in the spirit of this clause. Individual agreements vary and would need to be referred to for the precise obligation in each case. Where uncertainty exists, the developer should contact The Crown Estate to confirm the requirements. The current standard clause requires the developer to provide The Crown Estate with all environmental (physical, human and biological) data collected during the entire lifecycle of the development (pre-planning through to post-decommissioning monitoring). The clause also gives us the right to make the data publically available, subject to consideration being given to the commercial sensitivity. For example, wind resource data is explicitly included in the definition of “data” in offshore wind farm or met mast agreements, but specifically protected from being made publically available for a period of two years from its date of collection.

This Policy defines what we require under the terms of our standard form agreement, and advises how we work with developers to help them discharge their obligations with regard to this clause. It also outlines the principles by which we take account of commercial sensitivity and generally seek to make data available to the public.

Principles of the data clause

The data clause is present within our agreements in order to foster collaboration through the exchange of data. Data re-usability is improved as The Crown Estate performs additional data checks and, as data is retained for future use, knowledge transfer is ensured. We believe that this enables and accelerates research and innovation within the industries we work with and beyond.

We believe that the data clause provides a mechanism to improve transparency, increase knowledge exchange, improve the quality of decision making and enhance the potential for sustainable development in the marine environment.

Scope of the data clause

The types of data included in the data clause are defined within each Agreement. The standard definition of data includes resource data and all associated supporting information required to understand the data. For more specific information on this, please see our [Requirements](#) document.

The data clause includes data collected in, on, or around the offshore development site (e.g. the wind farm site), the offshore cable route and intertidal area.

Out of scope of the standard clause is onshore data – though onshore data is within the scope of Zone Development Agreements.

As well as the obligation to provide data, our occupiers must also provide any scientific analysis or interpretive reports of a technical (as opposed to commercial) nature that complement the primary data and observations.

How we work

We have a dedicated team working with offshore developers to:

1. Understand what survey data is being collected
2. Put in place efficient processes for the provision of data to The Crown Estate
3. Ensure that obligations under the data clause are being discharged
4. Ensure data meet current best practice standards and is re-usable
5. Discuss data confidentiality with agreement holders
6. Promote value added use of the data provided

All data is stored within a dedicated data management system called the Marine Data Exchange. This system has two faces – a security controlled data submission portal which resides within The Crown Estate's firewalls and is protected by our ISO 27001 standard information management system. Its purpose is to store, back-up, manage and catalogue all of the data provided to The Crown Estate. The second face of the system is a public search facility which is entirely separate from the submission portal. It is hosted in the cloud and provides access only to non-restricted data. It is free to use and its purpose is to enable anyone to find any data which has been reviewed, catalogued and is no longer restricted.

Any data submitted to the Marine Data Exchange must meet the requirements set out in the "Requirements for providing data to the Marine Data Exchange", published at www.marinedataexchange.co.uk and amended from time to time.

Managing confidentiality

The Crown Estate is subject to both the Freedom of Information Act and the Environmental Information Regulations, and will respond to requests for data in accordance with the provisions within these legislative instruments and communicate with the owners of data when we receive such requests to both make them aware of the request and our decision with regards to the release of data.

We understand that confidentiality is a key concern surrounding data that has been collected at significant cost. However, all data has a confidentiality shelf life and once it has served its original purpose there are many benefits that can be realised by making it publically available. The Marine Data Exchange has a "confidentiality review" system built into it. Whenever data is uploaded to it, the user adding the data is required to set a reasonable date which will trigger a review of its confidentiality. Once that date comes around we will assess the confidentiality of the data and discuss this with the agreement holder.

Despite the contractual position with regard to confidentiality, in general we will not release data relating to a particular project until consent award and the period for judicial review has passed (or 3-months from consent award for projects in Scotland), notwithstanding the specific provisions relating to wind data on our offshore wind agreements. This is because we recognise the possible risk that an application might be adversely affected if data relating to it were to be made publicly available before all of the relevant issues identified have been considered and addressed in the application and determination process.

Once a firm consent decision has been determined the data is effectively in the public domain, so generally will be released thereafter. However, we will exercise discretion and, if asked, will consider an alternative time to release of specific datasets in consultation with agreement holders – subject to our rights under the relevant agreements. This is specifically relevant to data supporting wind resource, met-ocean, geophysical and geotechnical investigation, which if released might prejudice a project's activity in securing a competitively auctioned Contract for Difference. In such cases we may elect to hold data confidentially until FID, subject to a biannual review from the date of consent, where the time period between consent and FID is extended.

Sale of data

We will not sell any data provided to us.

In some instances, agreements require our written permission for the agreement holder to provide data to anyone, regardless of whether this provision of data is free of charge or for a financial or non-financial consideration. Individual agreements will therefore require to be reviewed when considering provision of data to third parties.

Except where the above restriction exists in our agreements, agreement holders may sell their data if they wish, providing the principles set out within this Policy continue to be followed.

We do not consider market value of data to be a reason in itself to maintain confidentiality.

Questions

If you have any questions regarding this Policy, please email datasupport@thecrownestate.co.uk