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**Data Use and Sharing**

The following data use and sharing terms apply to all data uploaded to the NABat Partner Portal. Users can set project specific permissions by making elections in the fields in section 5 – Project Specific Data Access and Permissions. These elections must be made from within the Partner Portal project.

# Data Storage

Data uploaded to the NABat Partner Portal are stored in a secure, enterprise-level database. The NABat Partner Portal has been constructed within ScienceBase (<https://www.sciencebase.gov/about/content/about-sciencebase>), a U.S. Geological Survey Trusted Digital Repository. NABat Partner Portal users are responsible for managing permissions for their personal and shared project files and data they upload and manage within the Partner Portal. The NABat Coordinating Office is not responsible for any deletions or modifications made by other project members with write permissions to a Partner Portal project. Please note that NABat project items with controlled privacy access settings remain visible to NABat Coordinating Office staff.

# NABat Internal Data Usage

By contributing data to the NABat Partner Portal, the NABat Coordinating Office staff at USGS will have access to all data contributed to the program for the following uses: database management and maintenance; published and unpublished annual and multi-annual species assessments and reports; analyses for program assessment and development; detailed reports focused on specific species of concern; and program education and outreach materials. In assessments, reports and other materials, all data will be reported at the grid cell level unless prior specific authorization is provided by the partner via the fields below. Monitoring data will be used to generate publicly accessible maps depicting species distributions, indices of relative abundance, activity, and derived information on species status and trends displayed at the level of a 10 km X 10 km NABat grid cell (Talbert and Reichert 2019). Data visualization tools on the public website will display data summaries at the grid cell level. All project items and data (including audio, image, and video files) submitted to NABat will be visible and accessible to NABat Coordinating Office staff for reprocessing for consistency, research and development, and testing of digital data processing methodologies.

# Public Data Inventory

The NABat Coordinating Office will publicly share the inventory of database holdings on the “Data Inventory” section of the Partner Portal. These data summaries will convey the volume and type of data housed in the database and available to request. These summaries will include number of cells sampled each year by survey type and species within a filtered area of interest.

These summaries will NOT include or give access to:

* Project specific details
* Specific survey location details
* Row level data

The purpose of these data summaries is to allow users to explore the diversity and volume of data available by request in the NABat database. This is not a true presence absence map and these data summaries are not appropriate for assessing status and trends as they do not account for imperfect detection (false negatives), mis-classification error (false positives), observation error, or environmental stochasticity (randomness in biological processes). **Data accessed through the NABat Data Inventory do not satisfy agency consultation requirements under Section 7(a)(2) of the U.S. Endangered Species Act of 1973 (87 Stat. 884, as amended 16 U.S.C. 1531 et seq.; ESA).** For consultation purposes in the U.S., users are advised to visit the U.S. Fish and Wildlife Service's [IPaC program](https://ecos.fws.gov/ipac/), or contact their local field office.

# General Data Access and Sharing

## 4.1 Access to Project Data by Project Members

Access to each project’s monitoring data is restricted to registered users whose project-specific roles and access are defined by the Project Leader. It is the responsibility of the Project Leader to add members with whom they wish to share detailed project information, files, and data from their Partner Portal project. Permissions ranging from view only to full edit access can be set for each project member. The NABat Coordinating Office is not responsible for any deletions or modifications made by other project members with write permissions to a Partner Portal project.

Registered users may download data from any project for which they are members. This can be done directly in the Partner Portal UI, the NABat GraphQL API, or the NABat: R Data Connection Package. To access the authenticated API, users must log in to the Partner Portal, click ‘About Partner Portal,’ and click ‘NABat GraphQL API.’

## 4.2 Third-Party Data Sharing

Registered users wishing to access data from projects for which they are not members are considered third parties and will be required to submit a data request through the NABat Partner Portal. All such requests will be handled in the following manner:

* + 1. Requestors will be asked to write a short proposal describing their project, the type of data requested, the intended use for which data are being requested, and intended outcomes and products.
    2. The approving Project Leader will receive a notification describing each request that covers data from their project. Depending on elections made in section 5.1 below, the request will either be auto-approved or the Project Leader will be asked to provide an “approve” or “deny” response.

If approved, the third-party requester will be given access to a data package (not direct access to Partner Portal projects) that can be downloaded at their convenience. The data package delivered to the requester will contain:

* A CSV file of data from projects where access was approved. Elections made in section 5.2 below will determine whether survey locations are obfuscated to the grid cell or more specific location information is provided.
* A metadata file that defines each column in the CSV
* A README file with a recommended citation and additional details

# Project Specific Data Access and Permissions

It is the responsibility of the NABat Partner Portal user to manage permissions and data access for their personal and shared project files and data. Registered users can manage these permissions by making elections in the fields below. These elections may be updated at any time.

## Third-Party Data Request Approval Settings

This election only influences when data are shared with third parties and does not influence the level of location specific information that may be shared. Users may make elections regarding the disclosure of specific location details in the subsequent sections.

**Please elect whether you wish all data requests pertaining to this project be auto-approved or whether you wish to approve/deny each request individually.**

*Auto-approve third-party data requests (Checking this box means all data requests that are submitted that cover data from this project will be auto-approved. The project leader will receive a copy of these requests but will not be asked to approve or deny.)*

*Do not auto-approve third-party data requests (Checking this box means that all data requests that are submitted that cover data from this project will require an approve or deny response from a project leader.)*

## Disclosing Specific Location Details in Third-Party Data Requests

Elections below allow users to dictate whether survey locations shall be obfuscated to the grid cell or more specific location information will be provided when data are shared with third parties through the third-party data request process. These elections have no bearing on the approval of data requests, only the level of detail provided if requests are approved.

## Disclosing Site Names of Caves, Mines, & Roosts to Third Parties

This election provides users the option to keep colony count data obfuscated to the grid cell or elect to also provide site name when data are shared.

**Please elect whether you wish for site names of colony count surveys to be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, site names will always remain obfuscated.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, site names will also be shared.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 1 month from data upload, after which site names will be provided.)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 6 months from data upload, after which site names will be provided.)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 12 months from data upload, after which site names will be provided.)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 18 months from data upload, after which site names will be provided.)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 24 months from data upload, after which site names will be provided.)*

## Disclosing Coordinates of Caves, Mines, & Roosts to Third Parties

This election provides users the option to keep colony count data obfuscated to the grid cell or elect to also provide site coordinates when data are shared.

**Please elect whether you wish coordinates of colony count surveys be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, site coordinates will not be shared.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, site coordinates will also be provided.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 1 month from data upload, after which coordinates will be provided)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 6 months from data upload, after which coordinates will be provided)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 12 months from data upload, after which coordinates will be provided)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 18 months from data upload, after which coordinates will be provided)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 24 months from data upload, after which coordinates will be provided)*

## Disclosing Coordinates for Stationary Acoustic Surveys to Third Parties

This election provides users the option to keep stationary acoustic survey data obfuscated to the grid cell or elect to also provide site coordinates when data are shared.

**Please elect whether you wish coordinates for stationary acoustic surveys (locations of acoustic sensors/detectors and/or species detections) be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, site coordinates will not be shared.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, site coordinates will also be provided.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 1 month from data upload, after which coordinates will be provided)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 6 months from data upload, after which coordinates will be provided)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 12 months from data upload, after which coordinates will be provided)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 18 months from data upload, after which coordinates will be provided)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 24 months from data upload, after which coordinates will be provided)*

## Disclosing Coordinates for Mobile Acoustic Surveys to Third Parties

This election provides users the option to keep mobile acoustic survey location data obfuscated to the grid cell or elect to also provide coordinates when data are shared with third parties.

**Please elect whether you wish coordinates for mobile acoustic surveys (locations of species detections along the transect route) be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, coordinates will not be shared.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, coordinates will also be provided.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 1 month from data upload, after which coordinates will be provided)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 6 months from data upload, after which coordinates will be provided)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 12 months from data upload, after which coordinates will be provided)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 18 months from data upload, after which coordinates will be provided)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 24 months from data upload, after which coordinates will be provided)*

## Disclosing Site Names for Capture Surveys to Third Parties

This election provides users the option to keep capture data obfuscated to the grid cell or elect to also provide site name when data are shared.

**Please elect whether you wish for site names for capture surveys to be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, site names will always remain obfuscated.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, site names will also be shared.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 1 month from data upload, after which site names will be provided.)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 6 months from data upload, after which site names will be provided.)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 12 months from data upload, after which site names will be provided.)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 18 months from data upload, after which site names will be provided.)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, site names will remain obfuscated for 24 months from data upload, after which site names will be provided.)*

## Disclosing Coordinates for Capture Surveys to Third Parties

This election provides users the option to keep capture data obfuscated to the grid cell or elect to also provide coordinates when data are shared with third parties.

**Please elect whether you wish coordinates for capture surveys be shared with third parties.**

*Never do (Checking this box means that if data from this project are ever shared with third parties, coordinates will not be shared.)*

*Immediately (Checking this box means that if data from this project are ever shared with third parties, coordinates will also be provided.)*

*1 month after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 1 month from data upload, after which coordinates will be provided)*

*6 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 6 months from data upload, after which coordinates will be provided)*

*12 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 12 months from data upload, after which coordinates will be provided)*

*18 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 18 months from data upload, after which coordinates will be provided)*

*24 months after data have been uploaded (Checking this box means that if data from this project are ever shared with third parties, locations will remain obfuscated for 24 months from data upload, after which coordinates will be provided)*

## Individualized data sharing agreement

Users have the option to upload a copy of their own data sharing agreement to make available to third parties. If desired, please upload below.

# Freedom of Information Act

The NABat Coordinating Office at USGS will comply with the Federal [Freedom of Information Act](https://www.usgs.gov/about/organization/science-support/foia) (FOIA). The FOIA is a Federal statute which allows individuals to request access to federal agency records, except to the extent records are claimed as exempt from disclosure under one or more of the nine (9) exemptions of the FOIA.

* Exemption 1 protects properly classified information.
* Exemption 2 protects records that are “related solely to the internal personnel rules and practices of an agency.”
* Exemption 3 protects information that has been “specifically exempted from disclosure by statute.”
* Exemption 4 protects “trade secrets and commercial or financial information obtained from a person and privileged or confidential”
* Exemption 5 protects “inter-agency or intra-agency memorandums or letters that would not be available by law to a party other than an agency in litigation with the agency.”
* Exemption 6 protects “personnel and medical files and similar files [where] the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.”
* Exemption 7 protects certain types of law enforcement information.
* Exemption 8 protects matters “contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions.”
* Exemption 9 protects “geological and geophysical information and data, including maps, concerning wells.”

Examples of relevant exemptions include Statute 54 USC §100707 (specific to the National Parks Service), which falls under Exemption 3 and states:

"Information concerning the nature and specific location of a System resource that is endangered, threatened, rare, or commercially valuable, of mineral or paleontological objects within System units, or of objects of cultural patrimony within System units, may be withheld from the public in response to a request under section 552 of title 5 unless the Secretary determines that— (1) disclosure of the information would further the purposes of the System unit in which the resource or object is located and would not create an unreasonable risk of harm, theft, or destruction of the resource or object, including individual organic or inorganic specimens; and (2) disclosure is consistent with other laws protecting the resource or object."