



GUIDELINES FOR DATA AND INFORMATION ACCESS AND SHARING FOR THE WILDLIFE SECTOR IN KENYA

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FOREWORD



The Constitution of Kenya, 2010 provides for the fundamental right of access to information. The National Wildlife Strategy 2030 outlines a vision for wildlife conservation as part of a strong environmental foundation for achieving Kenya's sustainable development agenda. It highlights the need to engage all Kenyans in recognizing the value of our wildlife and embracing their role in its conservation through appropriate collaborative initiatives. Currently, Kenya does not have a secure wildlife data and scientific information central depository where archived data and information is stored and can be accessed through a data sharing platform for harnessed analysis and synthesis.

Pillar 3 of the National Wildlife Strategy recognizes the need for evidence-based decision-making and emphasizes the importance of knowledge, information, and human capital for successful conservation. This pillar includes strategies to enhance capacity, develop evidence-based decision support tools for adaptive management, and promote data sharing, use, and integrated cross-sectoral and multi-scale planning for conservation and sustainable development. Uncoordinated, underfunded, limited sharing and access to data and information is identified as a hindrance to evidence-based conservation decision-making process.

The Wildlife Conservation and Management Act, 2013 provides for a framework to develop regulations for access and sharing of wildlife data and information in the wildlife sector to inform the country's international obligations and domestic laws on wildlife conservation and management goals including informed decision making to support conservation, sustainable utilization, and equity of benefits between providers and users of wildlife resources.

The mission of WRTI in the Strategic Plan (2022-2027) is to provide accurate

scientific data and skilled manpower for sustainable wildlife conservation and management through innovative approaches. The vision of the KWS Strategic Plan (2019-2024) is to conserve Kenya's wildlife and its habitats for posterity, while its mission is to sustainably manage Kenya's wildlife and its habitats for the benefit of nature and humanity. These two policy documents provide a framework for enhanced collaboration with stakeholders on access to and sharing of data and/or information in the wildlife sector to inform national policies and development initiatives for sustainable biodiversity conservation.

The guidelines therefore have been developed through a participatory approach with stakeholders to provide standards and protocols in which wildlife data and information is shared among government agencies, partners, stakeholders and individuals and further accessed from and released by WRTI to inform sustainable wildlife conservation and management in the country.

DR. DAVID NKEDIANYE
CHAIR, BOARD OF THE INSTITUTE

PREFACE



Section 59(l) of the Wildlife Conservation and Management Act 2013, mandates the Wildlife Research and Training Institute (WRTI) to grant permits to carry out research in wildlife. Any researcher granted a permit is required, upon completion of the research, to deposit a copy of the research report, thesis or assessment with the Institute. In collaboration with the Kenya Wildlife Service (KWS) and other relevant lead agencies and stakeholders, the Institute is also required to establish a comprehensive wildlife database upon which data and information is made available and accessible as per the Constitution of Kenya, 2010. The database is expected to inform policy and management decisions in the wildlife sector.

These guidelines constitute the national wildlife sector policy document that provide a framework on the best practices related to sharing of data and information on wildlife between the various partners in compliance with relevant laws and regulations. They will thus streamline access to wildlife information and data sharing among stakeholders to enhance service delivery by the Government of Kenya.

The guidelines have been developed by WRTI and KWS in collaboration with wildlife conservation partners and stakeholders. This was achieved through the following approach: desktop review; stakeholder consultative engagements; direct inputs from relevant government agencies, inter-government agencies, members of the Conservation Alliance of Kenya (CAK), Members of the Kenya Wildlife Conservancies Association (KWCA), and Universities and research institutions; approval by the Institute's Board, and strategic planning workshops to review and incorporate comments and finalize the guidelines.

It is expected that the guidelines will enhance wildlife research governance, improve partnerships, and strengthen collaborations among data providers and information consumers as provided by national and international legal and policy frameworks.

DR. PATRICK OMONDI, OGW
DIRECTOR/CEO

ACKNOWLEDGEMENT

These guidelines for data and information access and sharing for the wildlife sector in Kenya have been developed with the support of the Institute's internal resources. The facilitation provided by management and the personal initiative by the Director/CEO to ensure that the Institute has an effective data and information management policy is highly appreciated. The guidelines are expected to enhance the wildlife research governance, improve partnerships and strengthen collaborations among scientific data providers and data and information users as provided for by national and international legal and policy frameworks.

The enormous contributions by various institutions which provided technical inputs during the development of these guidelines is highly appreciated. These include the Kenya Wildlife Service (KWS), Giraffe Conservation Fund (GCF), Save the Elephants (STE), Kenya Wildlife Trust (KWT), Born Free Foundation (BFF), East African Wildlife Society (EAWLS), and Water Resources Authority (WRA). In addition, the contributions by individual scientists including Dr. Shadrack Ngene, Dr. Holly Dublin, Dr. Arthur Munenza, Dr. Linda Kimotho, Dr. Nancy Ogonje, Dr. Joseph Muureka, Fredrick Lala, Bernard Ngoru and Steven Ndambuki are highly appreciated. The guidance and direction provided in the process of finalizing the guidelines by Dr. David Ndeereh, the Institute's Deputy Director for Research, is equally acknowledged.

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ACRONYMS AND ABBREVIATIONS

CAK	Conservation Alliance of Kenya
DGC	Data Governance Committee
DRSRS	Department of Resource Surveys and Remote Sensing
DTA	Data Transfer Agreement
IDMS	Integrated Data Management System
IPR	Institute of Primate Research
KEMFRI	Kenya Marine and Fisheries Research Institute
KENTTEC	Kenya Tsetse and Trypanosomiasis Eradication Council
KWCA	Kenya Wildlife Conservancies Association
KWS	Kenya Wildlife Service
NACOSTI	National Commission for Science, Technology and Innovation
NGO	Non-Governmental Organisation
NMK	National Museums of Kenya
OIE	World Organization for Animal Health
PAC	Problem Animal Control
WCMA	Wildlife Conservation and Management Act
WRTI	Wildlife Research and Training Institute

DEFINITION OF TERMS

Certain operational terminologies used in these guidelines are defined for clarity as follows:

Access: Permission to identify, obtain and make use of data and information effectively.

Agency: Means any public office, as defined in Article 260 of the Constitution of Kenya; or any entity performing a function within a commission, office, agency or other body established under the Constitution.

Agreement: A negotiated and typically binding arrangement between parties to a course of action.

Authorised data and information officer: Means any officer of a public entity or private body designated under section 5.4 as such for purposes of these guidelines OR refers to the officer who serves as the main point of contact for all communications involving these guidelines. The officer assumes all responsibility for compliance with all terms of this Data and information sharing guidelines by employees of the receiving organization.

Authorized access: Specifies conditions to fulfil before gaining access to data and information/function of specifying access rights/privileges to resources related to data and information.

Breach: An act of violation or failing to observe a law, agreement, or code of conduct as specified in these guidelines.

Classified data: Refers to any data, information or variables that is confidential and protected by law or policy that requires the highest level of access control and security protection, whether in storage or

transit and WRTI feels by its release will compromise country's security as or as described in section 6 of the access to information Act, 2016.

Confidentiality:	State of keeping or being kept secret or private.
Consent:	Permission or agreement to obtain data and information.
Data sharing:	Exchange of data and information between WRTI, relevant Government Agencies, Conservation NGOs and international Institutions
Data:	Raw or unorganised facts (such as alphabets, numbers or symbols) that refer to or represent, conditions, ideas, or objects, symbols or signals that are input, stored that need to be processed to make it useable.
Disclosure:	The action of making new or secret information known.
Information:	Data which is processed, organized, structured or presented in a given context so as to make it useful. It includes all records held by a public entity or a private body, regardless of the form in which the information is stored, its source or the date of production.
Inventory:	The resources found in a national park, reserve, sanctuary and conservancy or any other wildlife inhabited area
Non-restricted data:	Lowest level of official classification for data.
Organisations:	Means any private entity or non-state actor that: a) Receives public resources and benefits, utilizes public funds, engages in public functions, provides public services, has

exclusive contracts to exploit natural resources (with regard to said funds, functions, services or resources); or

b) Is in possession of information which is of significant public interest due to its relation to the protection of human rights, the environment or public health and safety, or to exposure of corruption or illegal actions or where the release of the information may assist in exercising or protecting any right;

Originating partner:	The partner/provider who produces data and information and within whose jurisdiction an application is made or authorised access/user is required.
Guidelines:	A set of rules for exchanging/sharing data and information between government, inter-governmental agencies, Conservation NGOs and International organisations
Secondary Disclosure:	Particulars that determine whether data and information may be shared with third parties.
Third Party:	An entity that does not have a direct connection with a legal transaction between two entities or any agency, organisation or individuals but may require to make use of data and information shared by the two legal entities.
Wildlife:	Means any wild and indigenous animal, plant or microorganism or parts thereof within its constituent habitat or ecosystem on land, or in water as well as species that have been introduced or established in Kenya as per the Wildlife Act 2013
Wildlife data:	Means a set of values with respect to qualitative or quantitative variables related to wildlife.

1.0 INTRODUCTION

- 1.1 Section 51 of the Wildlife Conservation and Management Act, 2013 (WCMA, 213), mandates WRTI to conduct and coordinate wildlife research and training in the country to support planning and decision making by different stakeholders.
- 1.2 Sections 60 of the Act provides for the establishment of a comprehensive wildlife database by the Institute, the scope of data in the database, harmonised national data collection standards, access of data and information held by WRTI by the public and stakeholders, and development of regulations for carrying out the purposes of this section
- 1.3 Section 61 of the Act provides for access by the Director WRTI to any wildlife data and information held by a person or an establishment and failure to grant the access constitutes an offence.
- 1.4 Section 62 of the Act provides for prescribed fees for access of wildlife data and information held by WRTI and development of regulations for carrying out the purposes of this section
- 1.5 WRTI, lead agencies and stakeholders have a responsibility to ensure that collection and use of wildlife data and information is in accordance with the WCMA, 2013 and other relevant laws and regulations.
- 1.6 In the absence of regulations for access and sharing of wildlife data and information as provided under sections 60 and 62 of the WCMA, 2013, WRTI in conjunction with KWS and stakeholders have developed these guidelines to guide access and sharing of data in the wildlife sector.
- 1.7 The guidelines address the conditions and the manner in which WRTI, various partner agencies and organizations can share data and information for various purposes. They also identify different levels of access to data and information.
- 1.8 The guidelines shall address challenges of data gaps, duplication of efforts and prioritization of conservation initiatives.

2.0 OBJECTIVES

- 2.1 The overall objective of these guidelines is to enhance wildlife research governance, improve partnerships and strengthen collaborations among data providers and information consumers as provided by national and international legal and policy frameworks.
- 2.2 The specific objectives are to:
 - a) Promote ease of access to and sharing of wildlife data and information among stakeholders;
 - b) Encourage sharing of wildlife data and information;
 - c) Support a process that will monitor and review wildlife data and information flow; and
 - d) Provide a framework for access to and sharing of wildlife data and information between the wildlife sector, relevant government agencies and other stakeholders
- 2.3 These guidelines supersede all other formal agreements and contracts that already exist between partner organizations on data access and information sharing.

3.0 SCOPE OF THE GUIDELINES

- 3.1 These guidelines provide standards and protocols in which wildlife data and information is shared among government agencies, partners, stakeholders and individuals and further accessed from and released by WRTI as provided in the WCMA, 2013.
- 3.2 The guidelines are also on access to historical/archival data and information ownership including previously accessed data and generated information on

wildlife held in databases found in KWS and outside WRTI including foreign institutions and organizations

- 3.3 The guidelines also cover wildlife data and information generated by WRTI and other authorized individuals and entities and provided to WRTI as the custodian in the country. WRTI will acknowledge the source of data as appropriate.
- 3.4 The guidelines constitute grounds for access to and sharing of data and information as provided for under relevant sections of WCMA, 2013, to:
 - a) Inform Government policy development and decision-making process;
 - b) Inform research and development; and
 - c) Support effective and efficient Government services delivery
- 3.5 WRTI shall periodically as a legal obligation and on request provide data and information related to wildlife.

4.0 PURPOSE FOR ACCESS AND SHARING DATA AND INFORMATION

- 4.1 It is a legal requirement as per Sections 60, 61, 62, and 64 of WCMA, 2013.
- 4.2 The data and information will be shared for the following purposes:
 - a) To guide formulation of policies
 - b) To inform decision making
 - c) To guide identification of research gaps for specific wildlife and associated habitats
 - d) To inform review of the Wildlife Conservation and Management Act and other relevant laws
 - e) For academic research and innovations
- 4.3 Data and information shall be stored at the WRTI National Wildlife Database as per Section 60 (1) of the WCMA, 2013.

- 4.4 Access and sharing of wildlife data and information will be upon application and statement of the purpose for which the information is requested for and completion of application in a prescribed format (Annex 3, 4, and 5).
- 4.5 If raw data is to be used for academic, publishing and other research purposes, then authority shall be requested from the source partner in observance of intellectual Property rights.
- 4.6 The guidelines shall make available data and information through laid down procedure to all the stakeholders and the general public in accordance to Section 60 (4) of WCMA 2013.
- 4.7 The guidelines categorize data on wildlife where conditions must be met for such data to be provided.
- 4.8 The guidelines will promote collaboration on data sharing among government agencies, stakeholders and the public; guide on data sharing and access controls, quality, credibility and transparency, and promote good practices in data sharing.

5.0 TYPES OF DATA AND INFORMATION TO ACCESS AND SHARE

5.1 In these guidelines the terms 'data' and 'information' are different. These guidelines provide the procedure for access of data and information that require authorization. Open access data and information is available from partner agencies and organizations including in the internet and therefore no permission or authorization is required to access it.

5.2 The following data and information sets are available at WRTI, other National Government institutions, and Conservation NGOs including International Institutions:

- a) Population status of terrestrial and marine mammals, birds, small mammals, herpetofauna and arthropods

- b) Estimates of livestock populations and human activities in key ecosystems and Kenya's rangelands
- c) Human-wildlife conflicts data
- d) Geographically referenced data on protected area infrastructure and amenities
- e) Key wildlife species mortality data
- f) Geographically referenced animal movements data on some GPS enabled collars of some species of wildlife
- g) Habitat status data and information
- h) Tourists and revenue statistics in protected areas
- i) Permitted research topics in Kenya
- j) Wildlife diseases
- k) Wildlife intervention (translocation, treatment)
- l) Licensed wildlife utilization facilities
- m) Authorized captive wildlife facilities
- n) Inventory of community and private conservancies
- o) Inventory of National Parks, Reserves, Sanctuaries and KWS Problem Animal Management stations
- p) Status of prosecution on cases related to wildlife crime
- q) Wildlife samples in recognized depository centres
- r) Wildlife trophies of various animal species

6.0 KEY PRINCIPLES

The key principles express core ethical commitments between the parties to these guidelines. The data sharing principles in these guidelines are in line with the legal, regulatory and policy frameworks on data and information at national and international levels.

- 6.1 Data and information shall be fully and openly shared, subject to national and/or international jurisdictional laws and policies, including respecting appropriate extant restrictions, and in accordance with international standards of ethical research conduct

- 6.2 Data and information produced for research, education, and public-domain use will be made available with minimum time delay on fulfilling the required data and information access and sharing conditions
- 6.3 All those who produce, share, and use data are stewards of the data, and have responsibility for ensuring that the authenticity, quality, and integrity of the data are preserved, and respect for the data source is maintained by ensuring privacy where appropriate, and encouraging appropriate citation of the dataset and original work and acknowledgement of the data repository
- 6.4 Data requested will only be availed once the purpose for which the data is sort has been clearly declared and relevant documents filled and signed
- 6.5 Certain data and information are classified as 'sensitive' or 'restricted' with appropriate justification and following clearly defined protocols. In the event that an approval to make such data available for a specific purpose has been made, the use shall be limited to the purposes for which it was requested and should not be shared with third parties
- 6.6 WRTI shall ensure proper procedures to secure, store and use the data and information
- 6.7 Access to and sharing of data and information with third parties will require authority from the data source except if ordered by a court of law or if data is being shared with a government agency. The shared data will only be used for the purpose for which it was requested.

7.0 LEGAL FRAMEWORKS

- 7.1 Institutions, organizations and individuals that generate and hold wildlife data and information are obligated to adhere to the provisions of the WCMA, 2013 and other relevant policies and legislations.

- 7.2 WRTI is obligated to provide data and information to relevant government agencies and stakeholders for specific purposes.
- 7.3 According to the WCMA 2013, a person who fails or refuses to grant the Director of WRTI access to the records or documents in accordance with section 61(2) commits an offence.
- 7.4 Section 62 provides for payment of a prescribed fee to access data and information, and that WRTI may refuse to grant data and information that is classified and restricted.
- 7.5 In addition to the WCMA 2013, other relevant laws on protection, access, disclosure and use of data and information on wildlife in Kenya include the following whose details are explained in Annex 1:
 - a) The Constitution of Kenya, 2010
 - b) Environmental Management and Co-ordination Act, 1999
 - c) Environmental Management and Co-ordination (Amendment) Act, 2015
 - d) Access to Information Act, 2016
 - e) Copyright Act, 2014
 - f) The Industrial Property Act, 2001
 - g) Science, Technology and Innovation Act, 2013
 - h) Data Protection Act, 2019
 - i) Water Act, 2016

8.0 SECONDARY DISCLOSURE TO THIRD PARTIES

- 8.1 Government lead agencies are not recognised as third parties in these guidelines.
- 8.2 Non-Governmental Organizations, researchers and students, shall not undertake secondary disclosure without written consent from the originating partner.
- 8.3 Disclosure to third parties will be based on the following principles:

- a) The necessary condition(s) in section 6 of the Access to Information Act, 2016 are met;
- b) There is legal justification for the disclosure to take place;
- c) WRTI may make secondary disclosure to third party if the originator consents to such disclosure; and
- d) Restricted data and information shall not be shared with third parties.

8.4 Secondary disclosure by WRTI may be made without the consent of the originating partner if ordered by a court of law. In this case, WRTI may notify the originating partner of its actions.

9.0 MODALITIES OF SHARING DATA AND INFORMATION

9.1 The WCMA, 2013 requires that a person or institution/organisation intending to undertake wildlife research is granted a permit by WRTI and such an entity is obligated upon completion of the research, to deposit a copy of the research report or publications with the Institute, as well as data used to produce the research report or publications for validation and authentication. The report or publications and the data shall thus constitute the national wildlife database.

9.2 WRTI, KWS, and other relevant lead agencies and stakeholders, have over the years collected and collated data and produced technical reports, publications, theses and assessments on wildlife resources which have been used in policy and decision making. These datasets and scientific information are currently in custody of these institutions and individual scientists. As provided by the law, WRTI will engage these organisations both locally and abroad and the individual scientists to share the data and information with the Institute for custody in the national database.

10.0 MODALITIES FOR ACCESS TO DATA AND INFORMATION

10.1 Different datasets including data owned by WRTI, data shared by agencies, organizations, researchers and partners, and data shared by partners to WRTI will be accessed by request through data request forms (Annex 7).

10.2 Where alteration or deletion of data and information held by one of the partner agencies occurs, the changes will be communicated to all partner agencies, the public, organisations and individuals with whom the data and information had previously been shared.

11.0 RESPONSIBILITIES OF WRTI

- 11.1 WRTI will put in place procedures governing the secure storage of data and information shared
- 11.2 WRTI will ensure that an officer is designated as a contact person for implementation of the guidelines.
- 11.3 WRTI will determine the access levels on classified data and information and manage its access and sharing of the same accordingly.
- 11.4 Access to data and information shall be processed by a designated office and officer. An up-to-date list of designated officers and their contact details will be kept by each of the partner organisations.
- 11.5 WRTI will state the identity of the designated authorised data and information officer.
- 11.6 WRTI will maintain accurate records and inform applicants on procedures and processes for access of data and information. It will also keep records of classified and non-classified data and information.
- 11.7 WRTI will develop a system for a data sharing process as per Annex 5.
- 11.8 WRTI shall be responsible for investigating all complaints and ensuring redress of breaches of data and information shared or accessed.
- 11.9 WRTI shall be the custodian of all wildlife data and information and shall be responsible for releasing the same for public consumption.

12.0 RESPONSIBILITIES OF PARTNER INSTITUTIONS

- 12.1 Partner organisations shall ensure compliance with these guidelines.
- 12.2 The partner agencies will ensure that data and information on wildlife is provided according to provisions of the Laws of Kenya.
- 12.3 The partner agencies will also ensure that non-restricted data and information on wildlife is made readily and easily available through websites for ease of access.
- 12.4 The partner agencies will ensure that restricted data and information is requested and shared on the principle that it will be made available only on a justifiable need to know bases. This means that staff will have access to restricted data and information only if the function they are required to fulfil cannot be achieved without access to the data and information in question.
- 12.5 Partner organisations will ensure that its designated officers are conversant with the Access to Information Act, 2016 and other relevant legislations
- 12.6 The person submitting the data to WRTI shall declare the accuracy, the validity, originality, and metadata of the data.

13.0 INDIVIDUAL RESPONSIBILITIES

- 13.1 Individuals working for WRTI and partner agencies listed in these guidelines are personally responsible for the safekeeping of any data and information they access, handle, use and share.
- 13.2 Each individual should acquaint themselves with relevant laws and policies that govern access, use and sharing of data and information.
- 13.3 Every individual has an obligation to request proof of identity, or take necessary steps to ensure validity of requests before disclosing any information.

- 13.4 Every individual should uphold the general principles of confidentiality, follow the rules laid down in these guidelines, and seek advice from their authorized officer when necessary.
- 13.5 Every individual should be aware that any violation of these guidelines or breach of confidentiality is an offence and maybe subject to prosecution under relevant legislations.
- 13.6 Data sharing for individuals/ institutions collecting data shall be guided by the research permitting process.

14.0 ENFORCEMENT

Any violation of these guidelines or breach of confidentiality is an offence and may lead to prosecution under relevant legislations. The following constitute violations and breach of confidentiality:

- a) Use of data from wildlife resources in Kenya without following the prescribed and approved data and information sharing protocols.
- b) A person who fails or refuses to grant the Director of WRTI access to the records or documents where in his or her opinion, the information sought is for the purpose of obtaining the required wildlife data or completion or correction of information already obtained.
- c) Use of data for the purposes not proposed in the application and agreed in the Data Transfer Agreement (DTA).
- d) Use of shared data in such a way that damage or distress or is reasonably likely to cause distress to any data subjects.
- e) Not adhering to the signed data and information application form, including Terms and Conditions of the Data Transfer Agreement (DTA) including breaching of data security and confidentiality
- f) Sharing of data that is deemed sensitive and restricted or attempting to link sensitive data provided with any other data set without the permission of the custodian.

- g) Not depositing publication made from data used by data recipients with WRTI, for capture into the central data base within six (6) months of publication

15.0 FEES FOR ACCESS OF DATA

WRTI shall charge data fees either per single or multiple species or per single protected area or ecosystem as prescribed in Annex 8.

16.0 COMPLAINTS AND REDRESS

- 16.1 All conditions provided in the data and information sharing guidelines shall be adhered to.
- 16.2 The partner organizations will notify their designated contact person for implementation of these guidelines in regard to any complaints.
- 16.3 The designated contact person will institute investigation in respect to the complaints and report the outcome of the investigations.
- 16.4 The Director/CEO WRTI shall provide guidance on arbitration for complaints that cannot be handled at the respective institutions.
- 16.5 Any breach of the data and information sharing guidelines shall be dealt with according to each institutional policies and appropriate national laws.

17.0 MONITORING AND REVIEW OF IMPLEMENTATION OF THE GUIDELINES

- 17.1 WRTI shall take lead in regular monitoring and reviewing the implementation of these guidelines.
- 17.2 WRTI shall take lead in review of these guidelines after every five (5) years unless a new or revised legislation or an emerging issue necessitates an earlier review.

ANNEXES

Annex 1: The Legal Frameworks

Legislations under which public sector agencies operate, defines the roles, responsibilities and power of the agency to enable it to carry out a particular function. Some of the laws and policies relevant to access and sharing of data and information are listed below:

Legislation	Role	Relevance
The Constitution of Kenya, 2010	Constitution is the supreme law of the Republic and binds all persons and all State organs at national and county levels of government	<p>Section 33 - Sub section 1(a –c): Every person has the right to freedom of expression, which includes, freedom to seek, receive or impart information or ideas, artistic creativity, academic freedom, and freedom of scientific research.</p> <p>Section 33- Sub section 2: The right to freedom of expression does not extend to: propaganda for war, incitement to violence, hate speech; or advocacy of hatred.</p> <p>Section 33 - Sub section 3: In the exercise of the right to freedom of expression, every person shall respect the rights and reputation of others.</p> <p>Section 35 - Sub section 1-3: Every citizen has the right of access to information held by the State; and by another person and</p>

Legislation	Role	Relevance
		<p>required for the exercise or protection of any right or fundamental freedom.</p> <p>Section 46 – Subsection 1(a – d) and Sub section 3: This Article applies to goods and services offered by public entities or private persons. It states that consumers have the right to the information necessary for them</p> <p>Section 50 – Sub section 1 and 2</p> <ul style="list-style-type: none"> (1) Every person has the right to have any dispute that can be resolved by the application of law decided in a fair and public hearing before a court or, if appropriate, another independent and impartial tribunal or body. (2) Every accused person has the right to a fair trial. <p>Section 232- Sub section 1(f): The values and principles of public service which include transparency and provision to the public timely and accurate information;</p>
Wildlife Conservation and Management Act, 2013	An act of parliament to provide for the protection, conservation, sustainable use and management of wildlife in Kenya and for connected purposes.	<p>Section 5 - Sub-section 2 (g) parts (i-iv) prescribe National Wildlife research and monitoring priorities and information systems.</p> <p>Section 50 (1) There is established an institute to be known as the Wildlife Research and Training Institute (WRTI) whose object (section 51) and purpose shall be to undertake and co-ordinate</p>

Legislation	Role	Relevance
		<p>wildlife research and training in accordance with the provisions of this Act.</p> <p>Section 52 - Sub section 1(a) parts (i-iv): Collect and analyse wildlife data and information to support planning and decision-making by different stakeholders.</p> <p>Section 60 (1) The Institute shall, in collaboration with lead agencies and stakeholders, establish a comprehensive wildlife database (2) The database shall include relevant data produced by the Kenya National Bureau of Statistics, universities and other research institutions or as a consequence of collaborative research by the Institute with foreign institutions and researchers and (4) the Institute shall progressively make the data and information available and accessible, through any means, to all the stakeholders and the general public.</p> <p>Section 61(1), the Director shall have access to public records or documents of a lead agency in custody of a person or an establishment where, in his or her opinion, the information sought is for the purposes of obtaining the required wildlife data or completion or correction of the information already obtained. (2) A person who fails or refuses to grant the Director access to the records or document commits an offence</p>

Legislation	Role	Relevance
		<p>Section 62(1) A person may, upon application, access any data or information upon payment of a prescribed fee (2) The Institute shall avail the data or information under subsection (1) in the format requested and on conditions provided</p> <p>Section 59. (1) A person shall not undertake research on the wildlife sector unless that person has a research permit granted by the Institute to carry out the research.</p> <p>Section 91 of the wildlife Act 2013 on offenses relating to licenses and permits.</p>
Environmental Management and Coordination Act, 1999, CAP 387, No 8 of 1999	An ACT of Parliament to provide for the establishment of an appropriate legal and institutional framework for the management of the environment.	<p>Section 9 - Subsection 2(h): undertake and co-ordinate research, investigation and surveys in the field of environment and collect, collate and disseminate information about the findings of such research, investigation or survey.</p> <p>Section 50 (a-g): The National Environment Management Authority shall, in consultation with the relevant lead agencies, prescribe measures necessary to ensure the conservation of biological diversity in Kenya</p> <p>Section 51 (a – f): The Authority shall, in consultation with the relevant lead agencies, prescribe measures adequate to ensure the conservation of biological resources <i>in-situ</i> and issue guidelines for management and conservation of biological diversity.</p>

Legislation	Role	Relevance
		<p>Section 52: The National Environment Management Authority shall in consultation with the relevant lead agencies prescribe measures for the conservation of biological resources <i>ex-situ</i> especially for those species threatened with extinction and issue guidelines for their management.</p>
Environmental management and coordination (Amendment) Act, 2015	AN ACT of Parliament to amend the Environmental Management and Coordination Act, 1999	<p>Section 4. On access to information. Part 3A - Sub section 1 and 2: which states that Subject to the law relating to access to information, every person has the right to access any information that relates to the implementation of this Act that is in the possession of the Authority, lead agencies or any other person.</p>
Access to information Act, 2016	An Act of Parliament which is intended to give effect to the right of access to information by citizens as provided under Article 35 of the Constitution and provide a framework for public entities and private bodies to proactively disclose information that they hold and to provide information on request in line with the constitutional principles.	<p>Section 4 - Sub section 1 (a & b): States that every citizen has the right of access to information held by the State and another person and where that information is required for the exercise or protection of any right or fundamental freedom.</p> <p>Section 4 - Sub section 2 (a &b): every citizen's right to access information is not affected by any reason the person gives for seeking access; or the public entity's belief as to what are the person's reasons for seeking access.</p> <p>Section 4 - Sub section 3: Access to information held by a public entity or a private body shall be provided expeditiously.</p>

Legislation	Role	Relevance
		<p>Section 4 - Sub section 4: Act shall be interpreted and applied on the basis of a duty to disclose and non-disclosure shall be permitted only in circumstances exempted under section 6.</p> <p>Section 5 (a)-On disclosure of information by public entities. Part (vii):a public entity shall provide sufficient guidance to enable any person wishing to apply for information under this Act to identify the classes of information held by it, the subjects to which they relate, the location of any indexes to be inspected by any person;</p> <p>Section 6 - Sub section 1(a-h), and Sub Section 2 (a-j &i): stipulates limitation of right of access to information related to security, intelligence information, and covert operations.</p> <p>Section 6 - Sub section 4: Public entity or private body may be required to disclose information where the public interest in disclosure outweighs the harm to protected interests as shall be determined by a Court.</p> <p>Section 6 - Sub section 5: A public entity is not obliged to supply information to a requester if that information is reasonably accessible by other means</p> <p>Section 9 - Sub section 4 (a-c): As soon as the information access officer has made a decision as to whether to provide access to information, he or she shall immediately communicate the decision to the requester</p>

Legislation	Role	Relevance
		<p>Section 17 - Sub section 1 and sub section 2 part (a & b): on management of records by public entities</p> <p>Section 19: Where any information provided by a public entity or private body to an applicant under section 11 (on providing access to information) was supplied to the public entity or private body by a third person, the publication to the applicant of any defamatory matter contained in the information shall be privileged unless the publication is shown to have been made with malice.</p>
Copyright Act 2014	An Act of Parliament to make provision for copyright in literary, musical and artistic works, audio-visual works, sound recordings, broadcasts and for connected purposes	<p>Section 23: stipulated conditions of copyright by virtue of nationality or residence, and duration of copyright.</p> <p>Section 24: Copyright by reference to country of origin, where Copyright shall be conferred by this section on every work, other than a broadcast which is eligible for copyright</p> <p>Section 25: Copyright in works of Government and international bodies.</p> <p>Section 26 – Part (a, d, &h): On nature of copyright in literary, musical or artistic works and audio-visual works</p> <p>Section 31 - Sub section 1 & 2: On First ownership of copyright</p> <p>Section 35: On infringement, it stipulates the situations under which infringement occurs and action to be taken.</p>

Legislation	Role	Relevance
Industrial Property Act 2001	<p>An Act of Parliament to provide for the promotion of inventive and innovative activities, to facilitate the acquisition of technology through the grant and regulation of patents, utility models, technovations and industrial designs, to provide for the establishment, powers and functions of the Kenya Industrial Property Institute and for purposes incidental thereto and connected therewith.</p>	Part III - Part XVIII
Science, Technology and Innovations (STI) Act, 2013	<p>AN ACT of Parliament to facilitate the promotion, coordination and regulation of the progress of science, technology and innovation of the country; to assign priority to the development of science, technology and innovation; to entrench science, technology and innovation into the national production system and for connected purposes</p>	Section 6(1) a to q on the functions of the commission of STI

Annex 2: Data and Information Sharing Agreement Template

This is an agreement between WRTI and Data requester (individual organization or agency). It is made under the auspices of the WRTI data and information sharing guidelines.

Purpose of this data and information sharing agreement

A clear statement of why there is a need to share information between the organisations party to this agreement.

Reference should be made to the legislation, which supports the statutory functions for which data information sharing is necessary and any guidance that supports data sharing.

Scope (extent and type) of data and information to be shared

The data and information shared should be satisfactory to achieve the objective for which it is requested.

The agreement should define which data and information is to be shared and the frequency.

How the data and information may be used

- a) Who will have access to data and information in the parties to the agreement?
- b) What data and information is necessary to be shared?
- c) Who will authorise transfer of shared data and information?
- d) Clearly state reasons for data and information sharing?
- e) In what circumstances can classified data and information be shared (on a need-to-know basis)?
- f) Where permission of the original provider of the data and information is required prior to secondary disclosure, how will that permission be obtained?
- g) In what circumstances can secondary disclosure beyond the partners of the agreement take place without the explicit permission of the originating organisation?

- h) What are the arrangements for secure storage and management of the data and information?
- i) What are the arrangements for rectifying errors in shared data and information?

Breaches of confidentiality

The agreement should state how to deal with breaches in confidentiality:

- a) Breach of agreement by staff
- b) Breach of agreement by partner to the agreement
- c) Monitoring security incidents
- d) Handling of complaints on data and information sharing

Staff awareness and training

Arrangements for staff training on:

- a) Data and information management, data security and confidentiality
- b) Awareness on relevant legislation with regard to data and information accessed and shared

Governance

Parties to nominate and communicate details of a designated contact person for purposes of implementation of the agreement.

Review of data and information sharing agreement

- a) Commencement and duration of the agreement
- b) Review of the agreement

Applicable law

- a) The relevant laws and policies will guide drafting of agreements
- b) Where necessary reference shall be made to relevant international laws

Closure/termination of agreement

The conditions for closure/termination of the agreement:

- a) In case of breach of confidentiality that cannot be resolved
- b) Expiry of the agreement

Annex 3: Data Format

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
Rhino, Elephant and other endangered species Population	<ul style="list-style-type: none"> <input type="radio"/> Distribution <input type="radio"/> Numbers <input type="radio"/> Age & sex structure <input type="radio"/> Family trees <input type="radio"/> DNA indexing data <input type="radio"/> Animal movement data 	<ul style="list-style-type: none"> <input type="radio"/> Geographically referenced (Shape files) <input type="radio"/> Excel Sheets <input type="radio"/> Digital & analogue Maps 	<ul style="list-style-type: none"> <input type="radio"/> WRTI <input type="radio"/> Partners 	Restricted	WRTI
Other Wildlife Population	<ul style="list-style-type: none"> <input type="radio"/> Distribution <input type="radio"/> Numbers <input type="radio"/> Age and sex structure <input type="radio"/> Family trees 	<ul style="list-style-type: none"> <input type="radio"/> Geographically referenced (Shape files) <input type="radio"/> Excel Sheets <input type="radio"/> Digital & analogue Maps 	<ul style="list-style-type: none"> <input type="radio"/> WRTI <input type="radio"/> Partners 	Regulated Access	WRTI
Human Wildlife Conflict	<ul style="list-style-type: none"> <input type="radio"/> Crop damage <input type="radio"/> Human Injury <input type="radio"/> Human death <input type="radio"/> Property destruction <input type="radio"/> Predation <input type="radio"/> Compensation data <input type="radio"/> PAC 	<ul style="list-style-type: none"> <input type="radio"/> Geographically referenced (Shape files) <input type="radio"/> Excel Sheets <input type="radio"/> Maps 	<ul style="list-style-type: none"> <input type="radio"/> WRTI <input type="radio"/> Partners 	Regulated Access	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
Wildlife Security	<ul style="list-style-type: none"> ○ Poaching data ○ Bush meat ○ Trophy Seizures and confiscation ○ Arrests ○ Prosecution ○ De-snaring ○ Security incidences ○ Operations ○ Livestock drives/ numbers ○ Encroachment ○ Weapons recovery ○ MIKE data ○ ETIS 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Digital and analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Restricted Access	WRTI
Wildlife Utilization	<ul style="list-style-type: none"> ○ Game farming ○ Game ranching ○ Live capture ○ Research involving off-take ○ Cropping ○ Culling ○ Wildlife based tourism ○ Photography and filming ○ Education permit data ○ Cultural data 	<ul style="list-style-type: none"> ○ Shape files ○ Excel Sheets ○ Digital and analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Restricted Access	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
	<ul style="list-style-type: none"> o Religious purpose data 				
Visitor Statistics	<ul style="list-style-type: none"> o Visitor numbers o Age structure o Nationality o Duration of stay o Number of vehicles o Areas visited 	<ul style="list-style-type: none"> o Geographically referenced (Shape) files o Excel Sheets o Digital and analogue Maps 	<ul style="list-style-type: none"> o WRTI o Government agencies o Partners 	Regulated	WRTI
Infrastructure	<ul style="list-style-type: none"> o Campsites, Hotels, Bandas o Guest Houses, Picnic sites o Road network, bridges, o Fences, Gates o Airstrips o Boreholes, Water pans, Dams o Electric pylons o Staff houses and offices o Jettys o Captive facilities o Weather data stations 	<ul style="list-style-type: none"> o Geographically referenced (Shape files) o Excel Sheets o Digital and analogue Maps 	<ul style="list-style-type: none"> o WRTI o Government agencies o Partners 	Regulated	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
Wildlife Diseases and Wildlife Injuries	<ul style="list-style-type: none"> ○ Disease outbreaks data ○ Disease surveillance ○ Vector dynamics ○ Wildlife Poisoning ○ Notifications to DVS and OIE (World Organization of Animal Health) 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Digital and analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Restricted Access	WRTI
Wildlife intervention	<ul style="list-style-type: none"> ○ Translocation, ○ Treatments ○ De-snaring ○ Rescue ○ De-tusking 	<ul style="list-style-type: none"> ○ Shape files ○ Excel Sheets ○ Digital and analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Restricted Access	WRTI
Wildlife Revenue	<ul style="list-style-type: none"> ○ Conservation fee ○ Leases ○ Permits & licenses fees (Consumptive and non-consumptive user rights fees) ○ Grants ○ Donations ○ Government subvention 	<ul style="list-style-type: none"> ○ Excel Sheets ○ Digital & analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Restricted Access	WRTI
Wildlife mortality	<ul style="list-style-type: none"> ○ Natural death (Disease, Drought) ○ Road kills 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies 	Restricted Access	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
	<ul style="list-style-type: none"> ○ Rail kills ○ Conflict deaths ○ Unknown causes 	<ul style="list-style-type: none"> ○ Excel Sheets ○ Digital & analogue Maps 	<ul style="list-style-type: none"> ○ Partners 		
Environmental Monitoring data	<ul style="list-style-type: none"> ○ Water quality and quantity ○ Weather data ○ Snow levels ○ Oceanographic data 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Digital & analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Regulated access	WRTI
Habitat Monitoring	<ul style="list-style-type: none"> ○ Vegetation ○ Fire incidences ○ Invasive species ○ Soil data ○ Benthic data ○ Land use land cover 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Digital and analogue Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Regulated Access	WRTI
Species Monitoring	<ul style="list-style-type: none"> ○ Collared animals ○ Wildlife telemetry data ○ Ear notched animals ○ Implants and chips data ○ Tagged animals ○ Ringed birds ○ Wildlife Identification data ○ Mark Recapture data 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Digital and analogue Maps ○ Photos 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Regulated/restricted Access	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
Conservation Areas (National Parks, Reserves, Conservancies Sanctuaries)	<ul style="list-style-type: none"> ○ List of conservation areas ○ Extent of conservation areas and status ○ Conservation area boundary plans ○ Date of Establishment ○ Governance structures ○ Species checklist ○ Wildlife stations 	<ul style="list-style-type: none"> ○ Geographically referenced (Shape files) ○ Excel Sheets ○ Maps 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Regulated Access	WRTI/ County Government/KWCA
Wildlife research Permitting	<ul style="list-style-type: none"> ○ Scientific collections ○ Repository centres (NMK, WRTI, KALRO, KEMRI, JKUAT, UON, IPR) ○ Wildlife samples ○ PIC (Prior Informed Consent) ○ MAT (Mutually agreed terms) ○ MTA (Material Transfer agreement) ○ List of permitted wildlife research ○ List of priority Research areas 	<ul style="list-style-type: none"> ○ Excel Sheets ○ Maps ○ Excel 	<ul style="list-style-type: none"> ○ WRTI ○ Government agencies ○ Partners 	Regulated Access	WRTI

Category	Data Type	Format	Source	Access Level	Releasing Authority (Institution)
Conservation Partners	<ul style="list-style-type: none"> <input type="radio"/> List of partners <input type="radio"/> List and status of MOUs & Agreements (National, regional, International) <input type="radio"/> List and Status of projects (Project costs) 	<ul style="list-style-type: none"> <input type="radio"/> Excel Sheets <input type="radio"/> Maps 	<ul style="list-style-type: none"> <input type="radio"/> WRTI 	Regulated Access	WRTI
Trophy Stockpile Management	<ul style="list-style-type: none"> <input type="radio"/> Inventory <input type="radio"/> Disposal 	<ul style="list-style-type: none"> <input type="radio"/> Excel Sheets 	<ul style="list-style-type: none"> <input type="radio"/> WRTI 	Restricted Access	WRTI

NB. Data provided by PI to WRTI for the National database or collected by WRTI is released by WRTI. PI will be informed on shared data. Data in custody with PI can also be released by PI on consultation with WRTI

Annex 4: A Summary of the Types of Data and Data Sharing Process

Data type	How collected	Custodianship	Data sharing
Routine Ecological Monitoring Data	Collected by WRTI and Conservation partners, students, Universities in Kenya and other parts of East Africa [e.g. <i>animal counts, vegetation surveys, collared/tagged/marked animals movements, veterinary research data, Environmental data, soil analysis data, water analysis data, Remote sensing & GIS etc</i>]	Custodianship is held by relevant WRTI researchers or partners who are recipients of data under the terms of a Data Transfer Agreement (DTA) or Memorandum of Understanding (MOU)	A copy of the fully executed/authorized DTA/MOU should be submitted to the relevant research office. WRTI researchers may not consider requests for data sharing unless described in the DTA/MOU. This restriction applies to requests from other researchers who were not party to the original DTA. If the WRTI authorizes for wildlife related research, issuance of permits is on condition of remittance of copies of the datasets and theses or papers after completion of the study, for purposes of a national data repository
	Collected by WRTI researchers through collaborations between parties [e.g., <i>species monitoring data, Veterinary research data, GIS & remote sensing data etc.</i>]	Custodianship is held by the relevant WRTI researchers and use of data is governed by a Memorandum of Understanding (MOU) or DTA developed to support the collaboration.	Requests for data sharing should be approved by the relevant WRTI office, including: i) Applications from researchers within WRTI for uses not described in the MoU/DTA; ii) Applications from researchers external to the Partnership
Routine Wildlife Management Data	Collected by KWS/WRTI/Partners in the duty or wildlife management (e.g., security data, visitor statistics, human-wildlife conflicts data, conservation area infrastructure, library documents & ex-situ depositories, gallery videos & photos	Custodianship is held by WRTI department as per KWS-WRTI MOU.	A copy of the fully executed/authorized DTA/MOU should be submitted to the relevant research office. WRTI researchers may not consider requests for data sharing unless described in the DTA/MOU. This restriction applies to requests from other researchers who were not party to the original DTA.

Data type	How collected	Custodianship	Data sharing
Study Specific Data	Data collected by WRTI researchers under approved proposals; including in collaboration with other research institutions.	Custodianship is held by the study Principal Investigator (PI) while working in the WRTI	Requests for data sharing should be made first to the PI while they hold custodianship. The PI will then forward the request to Data governance committee (DGC) with their recommendation in access, outlining any relevant funding or publishing requirements.
WRTI Integrated Data Management System	Integrated data archive comprising: i) Routine data collected WRTI, KWS parks, reserves and Conservancies and ii) Data collected under WRTI to support Wildlife Conservation and Management and research systems.	Custodianship is held by WRTI under terms of informed consent for its collection, unless specified otherwise.	For internal requests, routine requests and those covered by WRTI proposals are released through an automated audited system. Non-routine internal and external requests are released after DGC review.

Annex 5: Data Sharing Processes

A) The Data Governance Committee (DGC)

- 1) Oversight for data sharing within WRTI is a function of the Data Governance Committee (DGC). The DGC has two main roles: i) Advising on policies and issues related to data sharing; and ii) Making decisions on, or recommendations and responses to specific data sharing applications. In doing this, the DGC aims to work actively towards resolving issues that limit data sharing, while taking careful account of criteria
- 2) The DGC includes the Deputy Director Research, representatives from all scientific departments and research authorization and permitting teams. The DGC will have a chairperson, a secretary and a coordinator.
- 3) The DGC will meet as required through face-to-face or email conferencing to make recommendations on applications for data sharing, using the criteria in Appendix A. Routine DGC meetings are held on the first Friday of each month. The format of DGC discussions will depend on the complexity of issues emerging from the application and the degree of consensus reached. The format for meetings will be proposed by the DGC coordinator and confirmed by the DGC chair. Meetings may also be face-to-face where significant resources are needed to make data available, or when stronger collaborative arrangements are needed to support data sharing. Decision-making within the DGC is through consensus building.
- 4) The DGC meeting minutes will be uploaded onto the Protocol Tracking System and available for review. The minutes include a summary of the final recommendations on data request applications. The Data Request App produces summary statistics on number of requests submitted and their outcomes. Audit reports can also be generated on data release.
- 5) Given cross departmental representation in DGC, in reviewing applications for data sharing, DGC members will seek to ensure any additional forms of **collaboration** that would be beneficial scientifically or for scientific capacity building, or any **conflicts of interest**. Where necessary, resolution of any such conflict issues will draw on discussions with the requestor and any other advisors within WRTI

B) Applications for access to data

Approved, routine and non-routine applications

For internal applications, the DGC coordinator will allocate the request to a provisional category of **approved, routine or non-routine, using criteria below:**

- *Approved:* Applications made under an existing approved protocol
- *Routine:* Given that IDMS has a primarily research and monitoring function, **routine** applications are those requesting **non-sensitive** data for **support purposes** e.g. preliminary analyses to support the development of a future proposal/concepts. Decisions about routine applications are made by DGC.
- *Non-routine:* Other internal applications are seen as **non-routine**. These include applications for **sensitive data** or where the application may be classed as **new research**. Recommendations for decisions on non-routine applications are made by DGC.

Internal Requests

- 1) All internal applications will be made via a Data Request App (WRTI intranet)
- 2) For all internal applications, the app application form includes a section where requestors indicate they have read and agreed on the Terms & Conditions of data sharing posted on the site, under a link:
- 3) For Internal applications where WRTI researchers make applications in collaboration with researchers from external institutions, the category will not include collaborations

Where applications are for Study data or include access to study data as well as IDMS data, the requestor should select Study Data as the type of request as this will first be forwarded to the PI of the study involved in primary data collection to seek agreement to data sharing. If approved, the request will then be automatically forwarded to the DGC coordinator.

Where applications are classified as routine (i.e. non sensitive data or use, and a preliminary question) these will be forwarded to the data manager for release under the agreed Terms & Conditions. Notification of the decision will be sent automatically to DGC members.

Where applications are classified as non-routine (i.e. potentially sensitive data or use, or may require a new proposal to be developed), DGC members will be required to accept or reject the application.

Discussions and decisions made about access to data by internal requestors will be documented through: the online system; emails and minutes of meetings for DGC. Voting and comments will also be saved on the Data Request app. Other discussions will be documented through minutes of meetings or emails exchanged.

Process for external applications

Applications will include those from researchers who work outside the WRTI, but will also include applications where one or more the WRTI researchers are included but have a minor/non-substantial role.

Applications are made to the DGC coordinator by email, using an on-line form. The form specifies the Terms & Conditions of data sharing and should be signed by the requestor at the point of making the application. Since the signed application form, including Term & Conditions, will act as the Data Transfer Agreement, the requestor should submit a scanned application with an original signature. The DGC coordinator will check with the IDMS or relevant Data Manager if the requested data are available. If data are not available, the DGC coordinator will communicate this information to the requestor. If data are/can be made available, the request will be forwarded to the DGC.

Following referral to DGC, the DGC will make provisional recommendations to accept or refuse the application at a face-to-face meeting, based on considering the set criteria

C) Limitations, prioritization and conditions of use in data sharing

- 1) Applications for use of data that address current and prominent wildlife conservation and management needs will be given priority.
- 2) Applications for use of data are limited by the terms under which informed consent were obtained. The condition of informed consent should be made explicit to data managers at the point of storage, to custodians to support decisions on sharing, and to requestors or recipients as part of data transfer agreements (DTAs).
- 3) For data that is deemed classified, sharing will be restricted e.g. geographical position data on endangered species or the security bases etc. All such data sharing requests will be carefully considered on an application-by-application basis to minimize any potential risks of harm.
- 4) Data can only be used for the purposes proposed in the application and agreed in the DTA (where applicable), and may not be used in such a way that damage or distress

is or is reasonably likely to be caused to any Data Subjects.

- 5) The data relates directly to individual Data Subjects and is strictly confidential and can only be disclosed to Data Users, and cannot be transferred or disclosed in any part to any other person or body.
- 6) Recipients must agree not to attempt to link classified data provided with any other data set without the permission of the custodian.
- 7) Data are protected by and subject to national and international laws (e.g. Kenya Data Protection Act, 2013).
- 8) Within the limitations described above, priority in applications will be given to WRTI requestors or existing collaborators of researchers employed within the research programme. Other researchers affiliated to recognised research institutions who are willing to pursue the research in collaboration with programme researchers or who have a satisfactory record of publication in the field are eligible but may be given lower priority. In the latter case, registration with an appropriate professional body may be required to ensure accountability in the event of non-compliance.
- 9) There may be an embargo/fair use period in which data are not accessible to requestors to allow primary researchers (originators) within the programme to complete planned research. The period of time needed, and the reasons for this, will be decided by the primary researcher and the DGC. The justification for any embargos used will be shared with requestors, who may also submit an appeal to the DGC. A maximum period of two (2) years is provided.
- 10) Recipients of data are free to use it in their research from the point of release, under the conditions of the DTA.
- 11) The handling of intellectual property rights from data sharing will be governed by Intellectual Property policies or funders involved in supporting the originators' research, as described in the Terms & Conditions of data sharing
- 12) Recipients may publish results arising from their use of the data for the agreed purpose providing the data itself is not disclosed. Aggregate or generic information generated from the Data may be published on provision that: No damage or distress is or is reasonably likely to be caused to any Data Subjects, groups of Data Subjects or sites from which they are drawn
- 13) Recipients' publications or technical report based on use of the Data must be deposited with WRTI Central database electronically within 6 months of publication. A copy of any publication based on data should be sent to the PI and/or DGC. Such

publications or presentation using data from the Programme should include an acknowledgement using the text as follows: *"This paper/publication has used data and/or samples provided by WRTI in accordance with the consent provided by participants and approved by the WRTI Ethics Review Committee".*

- 14) Recipients are required to give feedback to the DGC on the outcome of their use of this data, including positive and negative outcomes.
- 15) The Custodian reserves the right to audit the recipients' use of data if this is considered necessary. Recipients found to be in breach of the DTA will be denied future access to data and their institutions and funders will be informed.
- 16) Data Subjects have the right to request access to or withdrawal of their own identifiable information, where there is no conflict with the protocol or other regulations.

Annex 6. Criteria to Support Decision-Making on Applications to Data Governance Committee (DGC) on Data Sharing

(Non-Routine Internal and External Applications)

Criteria	Limitations/comments
1) Exactly what data are needed?	Check if available
2) Does this request have prior scientific/ethics approval? If so, from which governance body?	Prior approval can be automatically shared. External requests with prior approval from recognised research governance body can be given greater priority than those without this approval. Any request without approval may require PI to develop a new protocol
3) Is the data available (in a clean form)?	Resources required to make data available will affect prioritisation of application.
4) Is the application compatible with limiting third party access, or will these be future/public access to the data shared?	Data sharing with third party or public access must have appropriate consent, and would be prioritised for uses relevant to wildlife conservation in Kenya/Africa.
5) What sensitivities are there for specific data requested?	Sharing sensitive data should be limited to applications of high social value and can only be shared with appropriate consent. Where geo-positioning data is shared, caution should be taken for sensitive data e.g. endangered species and security concerns.
6) What consent has been given by participants for this use of data (broad or specific)?	Data sharing is contingent on appropriate levels and forms of consent being given. This can include informed written and verbal consent, but not assent.
7) What are (all) the objectives of the proposed secondary analysis, and what outputs planned? Overall, what is the potential social value of the analysis to research stakeholders in Kenya including scientific capacity building?	The intended purpose of data sharing is key to prioritising applications.

Criteria	Limitations/comments
8) Who is asking for the data? If external, what evidence of their scientific integrity? Is there any existing/ planned scientific collaboration with the WRTI?	<p>Data sharing is prioritised within WRTI and with collaborators. Data should only be shared with external scientists or research institutions with a track record of scientific integrity.</p> <p>For international forms of data sharing, it will be important to ensure that a reasonably broad range of views have been taken into account in making a decision, including national level authorisation (e.g. from WRTI Director or Ministry)</p>
9) Is there an existing plan to undertake this/similar analysis within WRTI? Who/when?	<p>Where there are competing interests between internal and external applications, internal researchers' requests will be prioritised. Where there are competing interests between internal researchers, resolution will be sought through WRTI usual scientific governance mechanisms</p>
10) Do methods support scientific validity?	<p>Data sharing cannot have utility if applications are based on methods without scientific validity; in this case data should not be shared.</p> <p>PIs/DGC must take care not to overly promote particular methodological approaches where others have scientifically recognised value.</p>
11) What risks of loss of privacy/confidentiality for individuals and communities? How has data been anonymised?	<p>All data sharing must be based on full protection of the confidentiality and interests of Data Subjects and groups of Data Subjects</p>
12) What risks of harms to individuals/communities e.g., stigmatisation, impacts on family/community relations/cultural identity?	<p>The potential for harm to people involved in research is a key ethical issue; researchers have an obligation to share data in ways which cause no harm. The likelihood of harm may be difficult to predict (on sensitivities) explains what data are particularly implicated. If there is doubt, DGC members should consider consulting representatives before making a decision on data sharing.</p>
13) Any risks to trust between the WRTI and the conservation community from sharing this data?	<p>The extent to which conservation community is aware of and support the use of their data in data sharing processes has an important influence on</p>

Criteria	Limitations/comments
	trust between WRTI and the community. Loss of trust has an implication for other concurrent and future research as well as particular studies.
14) Is data available from elsewhere? If so, why are our data the better source?	Where a request is given low priority, it may be possible to direct requestors to other data sources.
15) What resources do we need to invest in order to share this data?	The level and availability of resources in WRTI to make the required data available to requestors is a key criterion in decision making. Where applications are prioritised but resources are not available, new scientific collaborations may be formed to support data sharing

Annex 7. Application Form/Data Transfer Agreement for Internal Requests

Internal Request Form (separate form to be filled for each data set requested)

1. REQUESTOR /APPLICANT DETAILS				
Name/Organization	Name.....		Organization/Institution.....	
Contact details: address, phone and email	Postal address.....	Phone		Email
	Affiliation in Kenya		Occupation:	WRTI permit no.
2. STUDY DETAILS				
Title of Research Project			Start & end dates	
Ethical approval sought / planned (with dates)				
3. INVESTIGATORS				
Names of all investigators who will have access to data (begin with Principal Investigator) * include names of collaborators where applicable.				
Name	Role			Institution
4. BRIEF DESCRIPTION TYPE OF DATA REQUIRED				

a) Data required.....
b) Data format.....
c) Data Coverage.....

5. PURPOSE AND OBJECTIVES FOR WHICH DATA/INFORMATION IS TO BE USED

(attach proposal, letter of introduction from affiliated institution; applicable research fees shall be charged as per schedule 12)

a) Purpose.....
b) Objectives.....
c) Time frame.....

6. BRIEF DESCRIPTION OF ANALYSIS PLANNED **specify if study specific data*

7. POTENTIAL RISKS OF THE STUDY

8. POTENTIAL BENEFITS OF THE STUDY

9. PLANNED OUTPUTS OF STUDY

10: FOR OFFICIAL USE ONLY

Application reference number.....

Comments by Database officer.....

a) Data availability (*attach data either hard or electronic copy*)

b) Data classification.....

Name.....

Sign.....

Date.....

Comments by Research authorization officer.....

.....

.....

Name.....

Sign.....

Date.....

Comments by Data governance Committee, DGC (Secretary).....

.....

.....

Name.....

Sign.....

Date.....

DATA/INFORMATION RELEASE APPROVAL

Relevant Head of department/Division and/or Director/CEO.....

.....

.....

Name:

Sign.....

Date.....

Data/ information can only be cleared for release by the relevant head of department/ Division or Director/CEO where applicable

Conditions and limitations for data sharing

- 1) You understand and acknowledge that custodianship of the data is held jointly by WRTI and the Ministry in-charge and will be retained by WRTI and the Ministry in case of any data transfer to a recipient.
- 2) You understand and acknowledge that the data is experimental in nature, and that access to the data is provided without any representations or warranties of any kind in relation to the database or the data.
- 3) You will only access the database and use the data for the Agreed Purpose and shall not use the data in such a way that damage or distress is or is reasonably likely to be caused to any datasets
- 4) You shall only disclose the data to your data users. You shall take all reasonable measures to ensure that your data users shall not make copies of the whole or any part of the data without your consent, and shall keep a written record of any such copies sufficient to permit you to fulfil your obligations of this Agreement. You shall not transfer or disclose any part of the data to any other person or body.
- 5) You understand and acknowledge that the data is protected by copyright and other intellectual property rights. Except as reasonably required to carry out your research with the data for the agreed purpose you shall not duplicate, or sell, or offer for sale or transfer or offer to transfer all or part of the data, on any media.
- 6) You agree at all times to keep strictly confidential or attempt to use, or permit anyone other than the Data Users to use the Data on its own or in conjunction with other data, to compromise or otherwise infringe the confidentiality of information and the right to privacy.
- 7) You accept that the data is protected by and subject to national and international laws, and that you are responsible for ensuring compliance with any applicable laws.
- 8) You agree that you will submit a summary report and any other information reasonably requested to WRTI for the purposes of monitoring data use on the understanding that such information, data, results, and conclusions contained within will be treated as confidential information belonging to the recipient.
- 9) This agreement is not transferable and you may not purport to assign it (in whole or in part) without the written consent of WRTI
- 10) If you commit a material breach of this Agreement or for any persistent breach of this Agreement, WRTI may terminate this Agreement immediately by notice in writing, without prejudice to its accrued rights and remedies.
- 11) You accept that it may be necessary for WRTI to alter the terms of this Agreement from time to time in order to address new concerns. In this event, WRTI will contact You to

inform You of any changes and you agree that your continued use of the data shall be dependent on the parties entering into a variation of the Agreement.

- 12) If requested to do so by the data governance committee, WRTI may terminate this agreement at any time by giving one month's notice in writing to you.
- 13) Your duty to protect the confidentiality of the data received under this agreement shall survive termination of this Agreement and shall continue in full force and effect indefinitely.
- 14) Upon termination of this agreement, you will permanently delete all copies of the data from your computer systems and storage devices and will ensure that all Your data users shall also permanently delete such copies.
- 15) You may publish your results arising from the use of the data for the agreed purpose providing the data itself is not disclosed. Aggregate or generic information generated from the Data may be published on the provisions that, no damage or distress is or is reasonably likely to be caused.
- 16) You agree to acknowledge WRTI or appropriate Programme researchers (via authorship or an acknowledgment statement) in any work based in whole or part on the data publications arising from the use of the data.
- 17) You agree that if your application is approved, information about the proposed research use can be posted on WRTI public website. The information may include your name and institution, the title of the project, and a non-technical summary of the research question.
- 18) You recognise that nothing in this agreement shall operate to transfer to you any intellectual property rights relating to the data. You have the right to develop intellectual property based on comparisons with your own data.

Definitions in the agreement above:

“Recipient” means the principal researcher named above;

“Recipient Institution” means the organisation named above at which the Recipient is employed, affiliated or enrolled;

“Data Users” means those officers, employees and students of the Recipient Institution, who work directly with the Recipient and have a need to use the Data for the performance of their work with respect to the Agreed Purpose, and have agreed to comply with this Agreement, as named in the application;

“Database” the IDMS database containing ecological, socio-economic, environmental, geographical and satellite data;

“Data” the data within the Database;

“Agreed Purpose” approved purpose by the Data Governance Committee in writing;

“Publications” means, without limitation, articles published in print journals, electronic journals, reviews, books, posters and other written and verbal presentations of research.

Statement of agreement: I agree to the above conditions and limitations for sharing data as requested in this application:

Name: Signature: Date

Signed on behalf of WRTI: Title:

Position... Signature: Date.....

Annex 8: Data Management Fees

The following fees shall be charged:

1) *Charges for Wildlife specimens from institute biobank*

Type of sample/specimen	Amount
Whole blood, blood smear, plasma, serum, buffy coat, faeces, swabs, skin biopsy, hairs, worms, mites, ticks, fleas, lice, DNA and tissue samples	5 US\$ per sample
Pasture/grasses, leaves, soil, feathers, bones and related materials	5 US\$ per sample
Ecto and Endoparasites including; - worms, mites, ticks, fleas, lice, tsetse flies, etc.	5 US\$ per sample

2) *Charges for population data from institute*

Data type	Protected area	Animal species	Amount
Population estimate	Category A	Any, except small mammals	800US\$
	Category B		600US\$
	Category C		500US\$

** Category A, B, C – refer KWS park classifications

3) *Price list of data and datasets at institute*

S/No	Dataset	Description	Unit Size	Data Format	Price Per Unit (US\$)
1	Census Data	<ul style="list-style-type: none"> ○ Aerial and Ground Census ○ Density Data 	Specie per Census Zone	Ms. Excel & Shapefile	30
2	Protected Areas and Features	Boundaries and Features of National Parks, reserves, sanctuaries, conservancies or any other wildlife conservation	Protected area/Ecosystem	Shapefile	30

S/No	Dataset	Description	Unit Size	Data Format	Price Per Unit (US\$)
3	Land cover/Land use (Raster)	Landsat 7 Satellite Imagery in 30m Resolution, Linear Referenced and Orthorectified	Scene	Shapefile	30
4	Land cover/Land use (Vector)	Topographic Map Sheets covering the entire Country at a Scale of 1:250000 available on 64 Topographic Sheets Country Wide	Toposheet	Shapefile	30
5	Political & Administrative Boundaries	Boundaries of: Counties, Sub-counties	Country Wide	Shapefile	30
6	Map layout: A4 A3 A0	Creating a Map Layout with all Map Elements	According to Request	Hard Copies Soft Copies	A3=10 A4=20 A0= 100
7	Climate data	Rainfall and Temperature Monthly Data at a Resolution of 1km from 1950 – 2000	Per ecosystem	Raster and Shapefile	30
8	Tourism statistics & human-wildlife conflicts	Monthly data	Per ecosystem	Raster and shapefile	30
9	Data on animal movements	Monthly data	Per species	Excel & shapefiles	30

4. Scientific talks fee

S/No	Groups	Talks at the WRTI facility	Talks away from the WRTI facility
1	Tourists' groups	\$150	\$150 + Other costs
2	Visiting Scientists	\$150	\$150 + Other costs
3	Graduate students (Foreign)	\$150	\$150 + Other costs
4	Undergraduate students (Foreign)	\$150	\$150 + Other costs
5	College students (Foreign)	\$150	\$150 + Other costs
6	College, Undergraduate and Graduate students (Local)	Free	Other costs

Annex 9: Data Release Form

DATA RELEASE FORM
P.O. Box 842- 20117 Naivasha Email: wrti@wrti.go.ke Tel: +254 (20) 2379407
Name.....
Postal Address.....Code:..... Email.....
<u>DATA/INFORMATION RELEASE APPROVAL</u>
Data Request Application Tracking/Reference No.....
Approved []/Not Approved []
If Not Approved, Reasons for Decision:
.....
.....
.....
<u>DETAILS OF DATA RELEASED:</u>
Type of Data:
Data Format:
Data Coverage (location and period):
<u>ACKNOWLEDGEMENT BY APPLICANT</u>
Iof (ID/Passport No)confirm that I have received the stated data/information from WRTI. I have read and understood the guidelines for Data and Information Access and Sharing for the Wildlife Sector in Kenya and agree to comply with the terms of use, among them:
<ol style="list-style-type: none">1) Data will not be shared with a third party without prior written consent from WRTI2) A copy of publications resulting from the use of the shared data or its part thereof will be submitted to the Director/CEO, WRTI.3) WRTI and / or originating partner for data will be acknowledged in publications, presentations and any other media where this data is used
Sign..... Institution/Organization:..... Date:.....

FOR OFFICIAL USE ONLY**DATA RELEASING OFFICER**

Name:..... Signature

EST No.: Date

Designation:.....

Department:..... Directorate

Annex 10: Research Fees Schedule

1) Academic Research Fees

a) Individual (*Non-Kenyan researchers*)

(i) Doctorate/Post Doctorate Research	USD 700
(ii) Masters Research	USD 500
(iii) Undergraduate Research	USD 250
(iv) WRTI Affiliation letter	USD 120

b) Individual (*Kenyan Students/researchers*)

(i) Doctorate Research	KSh. 12,000
(ii) Masters Research	KSh.6,000
(iii) Diploma/Undergraduate /attachment	KSh.1, 200

2) Research Programmes

(i) Institution/Corporate Research	USD 2,400
(ii) Institutional (Private) Annual Research	USD 1,200
(iii) Institutional (Public) Annual Research	Not Applicable

3) All wildlife research experiments, tests, investigations and analyses shall be undertaken within Kenya. However, where there is proven evidence that no capacity for particular investigations, analyses or tests of the material exists in Kenya, the researcher and/or affiliating institution shall seek prior consent for transfer of the biological materials outside the country for further investigations before commencement of the project.

- 4) Where permission is granted, with respect to No. 3 above, the User shall comply with international protocols. Prior Informed consent (PIC), Material Transfer Agreement (MTA), MAT/ITA as appropriate shall accompany the research request, which shall be between WRTI or the providing institution in Kenya and the recipient institution abroad subject to endorsement by the Director, Wildlife Service Research and Training Institute.
- 5) Research affiliation with approved research institutions intended or finalized must be shown on this application form. It is the applicant's responsibility to negotiate for the affiliation and provide the necessary documentary evidence of the Affiliation to the Director, Wildlife Research and Training Institute. No Research Permit will be issued until the affiliation is confirmed.
- 6) Applicants intending to do wildlife related research in Kenya shall only be allowed to commence their research upon completion of all the application processes as contained in these guidelines and payment of the requisite research fees.
- 7) All research authorization shall be issued for a period of one (1) year, with a provision for extension subject to compliance with all the provisions for research authorization. An application for renewal shall be submitted to the Director, Wildlife Research and Training Institute at least three (3) months before the expiry of the authority. However, student academic research will be authorized for the following period of time: PhD (3 years), Masters (1 year) and Undergraduate/Diploma/ Attachment (3 months).
- 8) An Applicant who has been authorized to conduct wildlife research in Kenya must undertake to submit two copies (both hard and electronic) of his/her research report/thesis and the data used to compile the report/Thesis to the Director WRTI within a period of six (6) months on completion and finalization of their research work.
- 9) For research projects that take longer than a year, annual progress reports, duly endorsed by the affiliating institution, must be submitted to Director, WRTI by 30th day of the third month of the succeeding year.

Persons who have not submitted final reports/thesis and accompanied datasets on previous research work done in Kenya shall not be cleared for new projects.