

**DATA LICENSE AGREEMENT BETWEEN  
NatureServe and the U.S. Bureau of Land Management**

This license is provided by NatureServe (“NatureServe”), a private non-profit corporation organized under the laws of the District of Columbia, with offices at 4600 N. Fairfax Drive, 7<sup>th</sup> Floor, Arlington, VA 22203, to the Bureau of Land Management (hereinafter “Data Users”).

**TERM OF LICENSE AGREEMENT**

This agreement shall start upon delivery of data to the Data Users and shall expire on **September 30, 2017**.

**DATA COVERED BY THIS LICENSE AGREEMENT**

The NatureServe Network (“Network”) has developed a Multi-Jurisdictional Dataset (“MJD”). The creation of the MJD is aimed at improving conservation planning and actions by providing access to a comprehensive dataset of U.S. and Canadian species. Use of the MJD is governed by Data Sharing Agreements (“DSAs”) between NatureServe and its network programs.

The portion of the MJD that is governed by this License Agreement includes location data for species that occur within the project area, hereinafter referred to as the “Licensed Dataset.”

NatureServe has provided BLM with a Data License Agreement for the duration of one-year to access precise-level data for all taxa with status under the U.S. Endangered Species Act, and/or species ranked by NatureServe as being imperiled or critically imperiled on a global or range wide basis (G1 or G2), and/or species with BLM Sensitive Status in the following states and jurisdictions, where available: AK, AZ, CA, CO, ID, MT, ND, NM, Navajo Nation, OR, SD, UT, WA, WY. This is for statewide/jurisdiction-wide data (i.e., it is not limited to BLM lands).

**ACCESS TO THE DATA**

- A. NatureServe (“Licensed Data Set Provider”) will provide the Data Users, with one year of access to a feature service which will be hosted at NatureServe and will allow access to the Licensed Dataset provided under contract between NatureServe and the Data Users. The Licensed Dataset will be updated (republished) approximately every four months, or more frequently if major new datasets become available.
- B. This license entitles a total of three-hundred (300) Bureau of Land Management (BLM) employees or BLM contractors to have access to the Licensed Dataset. Those employees or contractors with access to the Licensed Dataset are referred to as the “Data Users.”
- C. The Data Users are responsible for assuring that access to the Licensed Dataset is limited to only those uses permitted in this Agreement.
- D. All Data Users are required to complete NatureServe’s online Data Use Training (DUT) within ninety 90 days of receiving access to the Licensed Dataset. Data Users who have previously completed the DUT or have participated in NatureServe’s Core Methodology Training are exempt from this. The DUT requires approximately three hours to complete and is available on the NatureServe website, under the NatureServe Learning Center:  
<http://www.natureserve.org/conservation-tools/natureserve-learning-center>

- E. NatureServe will provide the Data Users all necessary data, metadata, and support necessary to ensure proper use of the Licensed Dataset. However, this license does not necessarily constitute NatureServe or its network program's agreement with the Data User's interpretation of the data.

### **DATA USE RESTRICTIONS**

Use of the Licensed Dataset by the Data Users shall be governed by the following provisions:

- A. The Licensed Dataset provided by NatureServe will be used by the Data Users for the purpose(s) described in Attachment 1. In all cases when making conservation, land-use, or management decisions using this dataset that impact species at a local scale Data Users agree to consult with the relevant state natural heritage program(s) to ensure that they have access to all necessary species information and expertise.
- B. NatureServe grants to the Data Users during the term of this agreement a limited, nonexclusive, right of access to the Licensed Dataset. The dataset is non-transferable, except in the event of corporate reorganization during the license term, upon which the same Data Users may have access under the reorganized corporate name. The Data Users shall in all respects treat the dataset as the proprietary information of NatureServe and contributing member programs in accordance with all procedures reasonably necessary to protect their proprietary rights in the data and information. The Licensed Dataset may only be accessed by Data Users, as defined above.
- C. Data Users may develop and share products derived from the Licensed Dataset such as maps, reports, analyses, and assessments, internally with other BLM employees and BLM contractors provided all such data, documents, reports, maps or other products (in paper, hardcopy, electronic, or any formats) will be marked "Confidential and Proprietary -- For Internal Use Only" and "Not Subject to FOIA. If a FOIA request is received, please contact NatureServe at [ProductsandServices@natureserve.org](mailto:ProductsandServices@natureserve.org)." The only exception to these requirements is when such products display or describe species at geographic scales expressly defined as allowable for external parties in section IV. D. below.
- D. In the case where Data Users develop products that are derived from the Licensed Dataset and are to be shared externally, the Data Users shall ensure that all such products shared in any form present the data in a way that will not compromise any imperiled species. The following are allowable for sharing with external parties:
- a) Static display of mapped data at a fixed scale of 1:5,000,000 or lower resolution.
  - b) Static display or description of known presence/absence of individual species or groups of species at the scales of: U.S. county, 8-digit Hydrologic Units, or any type of grid cell units larger than or equal to 250 square miles in area.

Examples of allowable external products are shown in Attachment 2.

Other than the types of products expressly described above, Data Users shall not distribute any products derived from the Licensed Dataset to outside parties without first consulting with, and obtaining written permission from, NatureServe. The only allowable exception to these

guidelines is when data included in the Licensed Dataset is otherwise obtained from a source independent from the NatureServe Network.

- E. No interest whatsoever is conveyed to the Data Users in right, title and interest in the Licensed Dataset, the data, the information and all copyrights (and renewals thereof) secured therein. All publication, dissemination and other rights in the Licensed Dataset are reserved to NatureServe in all languages, formats and throughout the world for the sole and exclusive use or any other disposition by NatureServe or their assignees or grantees at any time and from time to time without any obligation or liability to any User.
- F. The Licensed Dataset, in whole or in part, is not to be distributed to or accessed by other agencies, organizations, companies, or individuals that are not defined as Data Users within this Agreement without prior written consent of NatureServe. Requests received by the Data Users from other groups, organizations, or individuals for electronic or paper copies of lists, or other reports, or portions of the data thereof, should be directed to NatureServe's Products and Services Team at NatureServe at 4600 N. Fairfax Drive., 7<sup>th</sup> Floor., Arlington, VA 22203; 703-908-1800 (phone); [ProductsandServices@natureserve.org](mailto:ProductsandServices@natureserve.org) (e-mail); <http://www.natureserve.org/conservation-tools/custom-data-services> (website) .
- G. License to use this dataset expires on June 30, 2017. Upon expiration of the Licensed Dataset, the Data Users will delete all copies of the Licensed Dataset from their active computer systems, retaining an archived version of the Licensed Dataset, if necessary, for the sole purpose of supporting the decisions made or analyses done during the term of the License. The archived dataset cannot be used to support decisions or analyses done after the expiration of the Licensed Dataset. If all parties agree, the Data Users has the option to extend use of the Licensed Dataset after this time by amending this license and receiving an updated version of the Licensed Dataset from NatureServe.
- H. The Data Users will provide appropriate citation and/or acknowledgment on all products, publications or media announcements derived from the Licensed Dataset, whether for internal or external use. The following citation and acknowledgement statement should be used on publications or other products. As appropriate, NatureServe's logo should also be used on publications or other products where NatureServe contributed data or information.

Citation (used when data are included in a publication): NatureServe <year>. NatureServe. Arlington, Virginia. U.S.A.

Data source statement (used under graphic or map): Data Source: NatureServe and its network programs.

Acknowledgement Statement (included on data products as appropriate):

This information is provided by NatureServe ([www.natureserve.org](http://www.natureserve.org)) and its network programs, a leading source of information about rare and endangered species, and threatened ecosystems.

Warranty Statement (included on data products as appropriate):

The absence of data in any particular geographic area does not necessarily mean that species or ecological communities of concern are not present. (Often used on maps when brief text is needed).

OR

These data are dependent on the research and observations of many scientists and institutions, and reflect our current state of knowledge. Many areas have never been thoroughly surveyed, however, and the absence of data in any particular geographic area does not necessarily mean that species or ecological communities of concern are not present. These data should not be regarded as a substitute for on-site surveys required for environmental assessments. If ground-disturbing activities are proposed on a site, the appropriate state natural heritage program(s) or conservation data center(s) should be contacted for a site-specific review of the project area. For contact information, see the NatureServe web site at <http://www.natureserve.org/natureserve-network>.

- I. The data disclosure restrictions set forth above shall remain in effect after the expiration of this Agreement.

#### **WARRANTIES**

- A. NatureServe has received the required consent from the cooperating network programs to license to the Data Users access and use of the Licensed Dataset.
- B. NatureServe shall have no liability for any claim of infringement or rights by third parties based on any use of the Licensed Dataset in combination with programs, software, hardware, or equipment not designated by NatureServe, without prior written approval by NatureServe, if such infringement could have been avoided had the Licensed Dataset not been so used.
- C. NatureServe shall have no liability or responsibility to the Data Users, or any other person or entity with respect to any liability, loss, or damage caused or alleged to be caused directly or indirectly by the Licensed Dataset, including but not limited to any interruption of service, loss of business, anticipatory profits or indirect, special, or consequential damages resulting from the use or operation of the Licensed Dataset.
- D. NatureServe warrants that the data in the Licensed Dataset has been accurately compiled, and reviewed to ensure compliance with quality control standards.

#### **OTHER PROVISIONS**

As time permits, Data Users shall communicate to NatureServe or its contributing network programs regarding errors or omissions that they may find in the Licensed Dataset for the purpose of improving the quality of the NatureServe Network data.

To contact programs directly, see:

<http://www.natureserve.org/natureserve-network>

## Attachment 1

NatureServe will provide access from its hosted feature service to BLM to the following data from the following geographic locations: Alaska, Arizona, California, Colorado, Idaho, Montana, North Dakota, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, and Wyoming.

Data for at-risk plants and animals:

- Taxa with status under the U.S. Endangered Species Act, and/or
- Taxa ranked by NatureServe as being critically imperiled or imperiled on a rangewide basis (G1 or G2), and/or
- BLM Sensitive Status species

Precise Element Occurrences<sup>1</sup> and Source Features<sup>2</sup> state/jurisdiction-wide with exceptions as noted:

- Arizona: Data on private lands, state lands (except Arizona Game and Fish lands), and federal lands (except BLM, USFS, USFWS, and DOD lands), are fuzzed to 1 square mile. No data will be provided for tribal lands.
- Colorado: Data on private lands are fuzzed to 1 mile if not considered to be sensitive by the Colorado Natural Heritage Program, or if sensitive, then these private lands data are generalized to 4 miles. Multi-part EOs are "exploded" before intersecting with the public lands layer (either PAD-US or a COMaP public lands layer) so that individual components are fuzzed appropriately.
- Nevada: All data on private lands, tribal lands, and all federal lands except BLM, USFS, USFWS, and DOD lands are fuzzed to nine (9) square miles. Any data on BLM, USFS, USFWS, or DOD lands marked Data Sensitive are also fuzzed to 9 square miles.
- New Mexico: All data that are not located on BLM or USFS lands are fuzzed to 1 square mile.
- Utah: All data not on BLM land are fuzzed to 1 square mile.
- Wyoming: All data marked as sensitive are fuzzed to Township.

This will constitute the Licensed Dataset.

The Licensed Dataset will be used by BLM for the following purposes:

BLM will use this database as a centralized repository of species occurrence data on BLM lands, other federal lands, and non-federal lands. The use of the data will allow BLM to quickly determine where BLM Special Status Species occur on and around BLM lands at varying landscape scales not limited to state, field, or district boundaries. These standardized data will provide efficiencies in national and regional inquiries, both internal and external, regarding BLM's habitat management role for Special Status Species.

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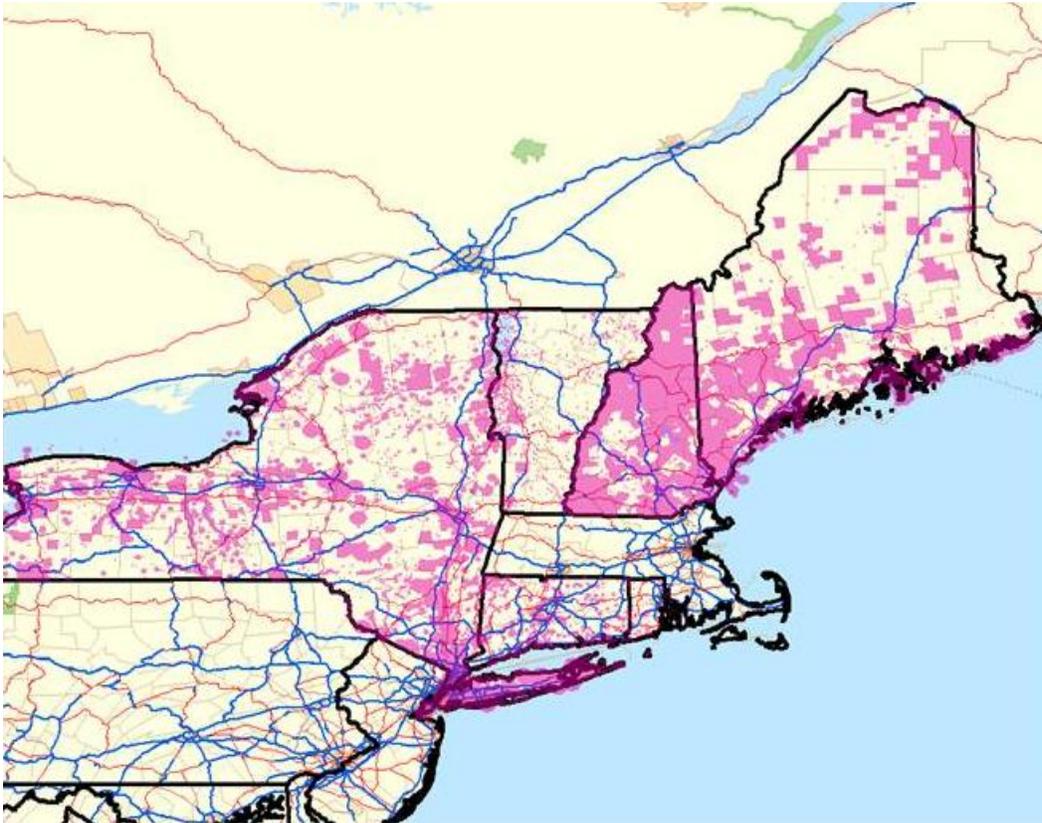
<sup>1</sup> Element Occurrence (or EO) means an area of land and/or water in which a species or natural community is, or was, present. An EO should have practical conservation value for the Element as evidenced by potential continued (or historical) presence and/or regular recurrence at a given location. Consistency in EOs throughout the range of an element is achieved through the application of standard minimum data criteria and rules of separation specific to that element or group of similar elements. Documentation on NatureServe's EO methodology standards is available at: <http://www.natureserve.org/conservation-tools/standards-methods/element-occurrence-data-standard>).

<sup>2</sup> A source feature is the initial mapped spatial component developed from a discrete unit of observation data. It is derived through a process that begins with an observed feature based on field survey information (small area, linear area, or large area); next, an observed feature is cartographically characterized as a conceptual feature (point, line, or polygon). A conceptual feature is then developed into a source feature according to the locational uncertainty associated with the underlying observation.

## Attachment 2

### Examples of Products Derived from Licensed Dataset that are Acceptable for External Publication

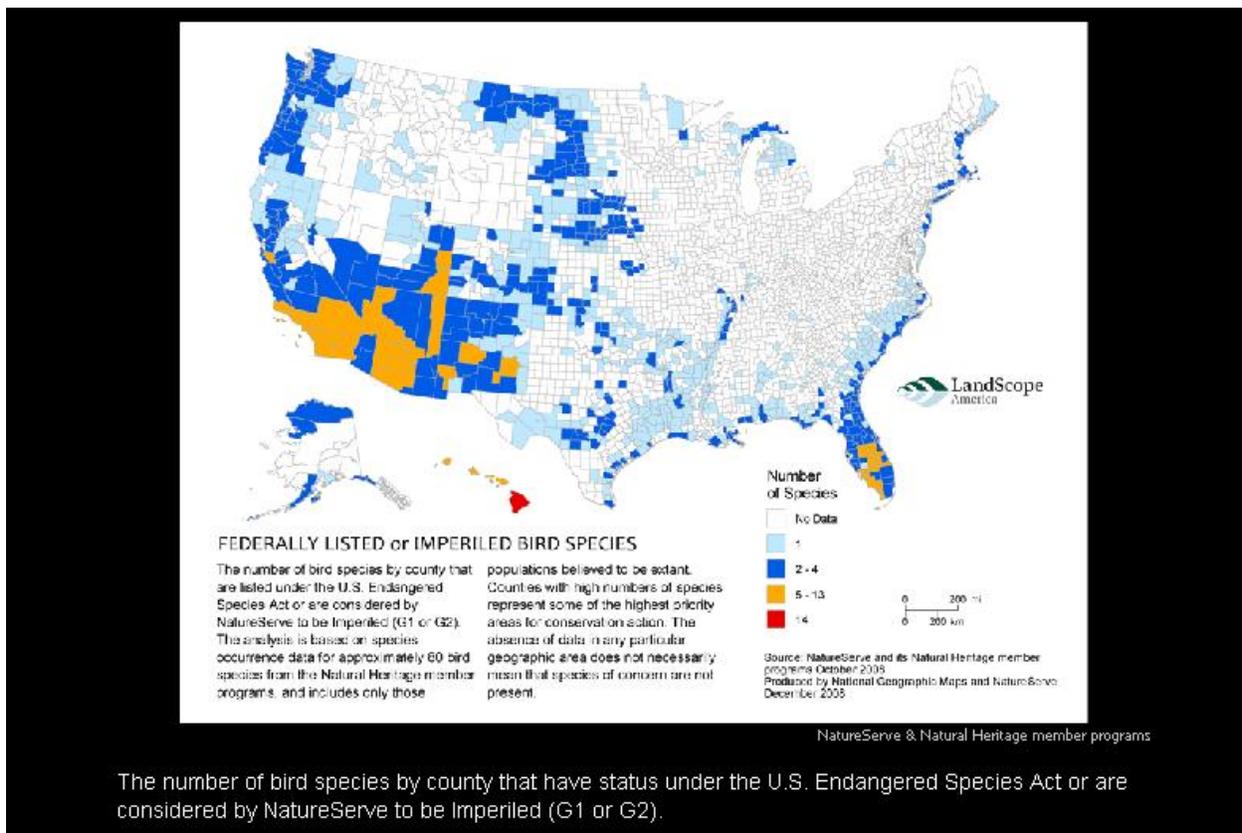
#### Example 1: "Dot" map of all species locations zoomed to 1:5,000,000 scale



*NatureServe 2010. NatureServe Central Databases, Arlington, VA, USA*

This map shows all species with location data; however, it would be acceptable to display any group of species, or a single species, at this scale or coarser.

## Example 2. Known Presence by County



This map shows the number of U.S. federally listed bird species in each county; it would also be acceptable to display the known presence of any group of species, or a single species, at the county scale, the scale of watershed (8-digit Hydrologic Unit), or the scale of any grid with units larger than or equal to 250 square miles in area.

Restrictions on external publication are to help ensure that the presentation of the data will not compromise any imperiled species or ecosystems. To determine if any other types of external data products, not expressly covered by this Data License Agreement, are allowable, please contact NatureServe's Products and Services Team at NatureServe at 4600 N Fairfax Drive, Arlington, VA 22203; 703-908-1800 (phone); [ProductsandServices@natureserve.org](mailto:ProductsandServices@natureserve.org) (e-mail); <http://www.natureserve.org/conservation-tools/data-maps-tools/custom-data-services> (website).