

Summary of Data License Agreement between NatureServe and the FIFRA Endangered Species Task Force (FESTF)

The information below is the key information relevant to Data Users accessing the NatureServe data provided under the Data License Agreement through the FESTF Licensed MJD).

- A. Purpose of this Data License Agreement: To provide FESTF with secure access to data developed by the NatureServe Network for species that have a status under the U.S. Endangered Species Act (ESA). Use of this Licensed Dataset by FESTF supports the U.S. Environmental Protection Agency (EPA) requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) related to risk assessments of potential impacts of FESTF member company products on any species listed or proposed for listing as threatened or endangered (T&E) under the U.S. Endangered Species Act (ESA).
- B. Time Frame of Data Delivery:
 - 1. Initial dataset delivered on or around June 1, 2019
 - 2. Refresh of the data delivered on or around July 1, 2020
- C. Data Users: The following individuals can access the Licensed Dataset.
 - 3. FESTF officers and agents
 - 4. Consultants to FESTF or its member companies
 - 5. Employees of a FESTF member company
 - 6. FESTF and its Data Users may provide representatives of EPA, U.S. Fish and Wildlife Service ("FWS"), National Marine Fisheries Service ("NMFS"), and U.S. Department of Agriculture ("USDA") with direct access to the Licensed Dataset, subject to the terms and limitations stated in the Data License Agreement.
- D. The Licensed Dataset: The Licensed Dataset shall include substantially all data contained in the MJD concerning those T&E Species defined in Section 2.c. of the Data License Agreement for States and Territories of the United States.
- E. Scope of Data Users: The license entitles a total of 150 individual data users and an additional 25 Regulatory Agency representatives, to view and access the Licensed Dataset.
- F. Data User Certification: All Data Users are required to become NatureServe Certified Data Users prior to accessing the Licensed Dataset. To become a Certified Data User, you must complete NatureServe's Data Use Training available online at: <http://www.natureserve.org/conservation-tools/natureserve-learning-center/fundamental-skill-building/data-use-training>.
- G. Allowable Uses of the Licensed Dataset: Data Users may use the Licensed Dataset for the sole purpose of satisfying requirements related to, or for conducting risk assessments of, the potential impacts by pesticide products on T&E Species under FIFRA, ESA, and other federal and state laws. Uses of the data not outlined below require permission from NatureServe. The Licensed Dataset is not to be placed on a networked file server without password protection.

Internal Use:

- 1. Data Users may develop products derived from the Licensed Dataset, including maps, reports, analyses, and assessments and may share such products internally, as appropriate to performing regulatory-related work, with other FESTF officers, FESTF contractors, FESTF member company employees or consultants.

2. All such data, documents, reports, maps, or other products will be marked “Confidential and Proprietary – For Internal Use Only” unless products display or describe species at geographic scales defined as available for external use below.
3. All products will include appropriate citation and/or acknowledgment as described in Section H of below.

External Use – General:

1. Data Users may generate products based on the Licensed Dataset for general distribution, including without limitation summary reports, regulatory decisions, product labels, county bulletins, journal publications, Ph.D. dissertations, and maps, provided that:
 - a. Display of mapped data is at a fixed scale of 1:5,000,000 or greater, and/or
 - b. Display or description of known presence or 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.
 - c. Use of generalized text information including county, watershed, or description of general habitat as long as text does not include precise coordinates or descriptions of precise spatial locations.
 - d. The display or description of any information already available online is also permitted.

The data may also be displayed at a lower resolution if agreed to by NatureServe. Examples of allowable external products are shown in Appendix A of the Data License Agreement. Any products provided to external parties will include appropriate citation and/or acknowledgment as outlined in Section H below.

External Use - Regulatory Agencies:

1. Data Users have the right to share information based on the Licensed Dataset with cooperating Federal and State agency personnel for regulatory decision making. Such regulatory decision making shall include without limitation all pesticide registration decisions and assessments required pursuant to FIFRA, the ESA, and any corresponding State laws.
2. If directly relevant to a specific regulatory question or decision, Data Users may also share products based on the Licensed Dataset without restrictions on geographic specificity, including maps, reports, risk assessments, and analyses.
3. In addition, Data Users may provide representatives of EPA, FWS, NMFS and USDA with direct access to the Licensed Dataset, subject to the following terms and limitations:
 - a. Any direct access to the Licensed Dataset provided to representatives of these Agencies shall be limited only to Agency staff directly involved in pesticide evaluations and/or ESA consultations. Notwithstanding such limitation, no direct access to any spatial data from the states of New Jersey, Mississippi, Michigan, Colorado, Ohio, or West Virginia shall be provided to any Agency staff without express authorization from NatureServe.
 - b. No more than 25 Agency representatives (in total for the Agencies collectively) shall be provided with such direct access at any one time.
 - c. Agency representatives may be authorized to view and query the Licensed Dataset and generate work products (such as PDF maps) but shall not be authorized to download the Licensed Dataset, either in part or in its entirety.

4. All products used externally as described above will be marked “Confidential and Proprietary – Do Not Distribute” unless such products display species at coarse geographic scales as defined in Appendix A below, and shall include appropriate citation and/or acknowledgment as described in Section H below.
5. Other than the types of products expressly described above, Data Users may not externally distribute any products derived from the Licensed Dataset without first consulting with, and obtaining written permission from, NatureServe.

H. Citations: Data Users will provide appropriate citation and/or acknowledgment on all external products, publications or media announcements derived from the Licensed Dataset. The following citation and acknowledgement statement shall be used on publications or other external products

- Citation (used when data are included in a publication):

NatureServe <year>. NatureServe Central Databases. Arlington, Virginia. U.S.A.

- Data source statement (used under graphic or map):

Data Source: NatureServe and its natural heritage network programs.

- Acknowledgement Statement (included on data products as appropriate):

“This information is provided by NatureServe (www.natureserve.org) and its natural heritage 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>.”

I. Primary Project Contacts:

For FESTF:

Ashlea Rives Frank
Compliance Services International
7501 Bridgeport Way W.
Lakewood, WA 98499
(253) 473-9007
afrank@complianceservices.com

For NatureServe:

Shara Howie
NatureServe
4600 N Fairfax Drive, 7th Floor
Arlington, VA 22203
(703) 797-4811
shara_howie@natureserve.org