AMENDMENT NO. 1
TO DATA SHARING AGREEMENT

This Amendment No. 1 ("**Amendment 1**") amends the Data Sharing Agreement (the "**Agreement**"), between NatureServe Canada ("**NatureServe Canada**") and NatureServe ("**NatureServe**") and Parks Canada Agency ("**Parks Canada**") dated 2025-10-02. Terms used but not defined in this Amendment No.1 have the meanings given to them in the Agreement. This Amendment No. 1 is effective on the date signed by *the Parties* below (the "**Amendment 1 Effective Date")**.

A. **Changes to Section 2. Definitions "**Licensed Dataset" is hereby deleted in its entirety and replaced with the following:

   Licensed Dataset means the data provided by NatureServe and NatureServe Canada to Parks Canada under this Agreement. The Licensed Data includes both Non-Spatial Data and Spatial Data for all species and ecosystems occurring in Canada (except for Quebec) and the portion of the United States that overlaps with the Greater Park Ecosystem with a 100km buffer. The non-spatial portion of the Licensed Dataset includes attributes associated with taxonomy, conservation status, life history, threats, and other information important for identifying and understanding species and ecosystems. The spatial portion of the Licensed Dataset includes, but is not limited to: Element Occurrences, Observations, Independent Source Features, and Species Habitat Models and Range Maps for species and ecosystems occurring in Canada and the portion of the United States that overlaps with the Greater Park Ecosystem with a 100km buffer.

B. Except as modified by this Amendment No. 1, the Agreement remains in full force and effect.

Amendment 1 Effective Date
Signed by authorized representatives of the parties on the dates written below.

PARKS CANADA AGENCY



Digitally signed by David Millar
Date: 2026.04.16 08:48:17
-04'00'

By: _____

Print Name: David Millar

Title: Vice-President, Protected Areas Establishment and Conservation

Date:

NATURESERVE

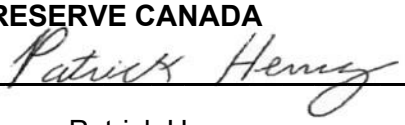
By: _____

Print Name: Anne Bowser

Title: Chief Operations Officer, NatureServe

Date: March 26, 2026

NATURESERVE CANADA

By: 

Print Name: Patrick Henry

Title: Executive Director, NatureServe Canada

Date: March 31, 2026

DATA SHARING and LICENSE AGREEMENT

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by the Minister of Canadian Identity and Culture for the purposes of the Parks Canada Agency (hereinafter referred to as "Parks Canada")**

AND:

**NatureServe Canada a registered non-profit Charitable organization incorporated under the Canada Not-for-profit Corporation Act (Industry Canada Corporation # 360375-0) and having its head office in Ottawa, Ontario
(hereinafter referred to as "NatureServe Canada")**

AND:

**NatureServe, a Virginia non-profit organization located at 2550 South Clark Street, Suite 930A, Arlington, VA 22202
(hereinafter referred to as "NatureServe"),**

Parks Canada, NatureServe Canada, and NatureServe are hereinafter collectively referred to as the "Parties."

WHEREAS, Parks Canada seeks to invest resources efficiently to support agency activities such as establishment, Species at Risk (SAR) assessment and recovery, wildlife management, and biodiversity conservation on or around Parks Canada lands and waters, and other geographic regions where SAR occur for which Parks Canada acts as the lead agency under the federal *Species at Risk Act*;

WHEREAS, Parks Canada requires reliable access to high quality data about species and ecological units in order to conduct analyses and inform decision-making relative to establishment, SAR recovery, wildlife management, and biodiversity conservation;

WHEREAS, Parks Canada has invested resources in the collection, improvement, and management of data developed and maintained by the NatureServe Network and intends to continue supporting those activities in the future;

WHEREAS, NatureServe and **NatureServe Canada** are organized and operated for charitable purposes, which include promoting charitable, educational, and scientific endeavors to protect and preserve biodiversity and the global environment;

WHEREAS, for the purpose of this agreement **NatureServe Canada** is acting on behalf of its member[1] Conservation Data Centres (Canadian NatureServe Network Programs) and NatureServe is acting on behalf of the Network Programs in the United States;

[1] The Centre de données sur le patrimoine naturel du Québec (CDPNQ) is not a constituent member of NatureServe Canada. CDPNQ data is not included in the Licensed Dataset.

WHEREAS, provinces and territories rely on the Conservation Data Centres to collect, manage, and provide information in support of their own Species at Risk legislation, and the 1996 *Accord for the Protection of Species at Risk*;

WHEREAS, NatureServe Canada, NatureServe and the Network Programs collect, manage, and analyze data, and convey information about the distribution, status, abundance, and conservation needs of species and ecological units across Canada and the United States;

WHEREAS, NatureServe Canada, NatureServe and the Network Programs use common standards, definitions, and protocols to manage, integrate and distribute authoritative data and information related to the conservation of Canada's biological diversity and to support collective analyses of species and ecological unit occurrences;

WHEREAS, NatureServe and **NatureServe Canada** are working in collaboration with Network Programs, to develop and manage precise occurrence data for species and ecosystems, predictive maps of species habitat suitability, species range maps, and other biodiversity data and Derived Products;

WHEREAS, NatureServe Canada, NatureServe, and the Network Programs work together to collect, manage, and provide species and ecological data in support of the federal *Species at Risk Act*, the 1996 *Accord for the Protection of Species at Risk* and other Canadian conservation related legislation;

WHEREAS, the Parties to this Agreement share a common purpose of seeking to protect and conserve plants, animals, and ecosystems, especially in support of the 1996 *Accord for the Protection of Species at Risk* and the *Species at Risk Act*;

NOW THEREFORE, the Parties agree to share data as set out in this Agreement among themselves and the Network Programs.

1. Purpose / Common Objectives

1.1 This Data Sharing and License Agreement supports the sharing of species and ecosystem data and information among the Parties and the Network Programs in order to benefit the conservation of species and ecosystems and support collaborative, landscape conservation initiatives.

1.2 This Agreement presents the terms and conditions that govern the sharing and use of species and ecosystem data and information among the Parties to this Agreement**. NatureServe Canada** and **NatureServe** will ensure that it has all necessary rights and the authority to provide data from Network Programs**,** in alignment with the terms and conditions outlined in this Agreement.

2. Definitions

Agreement means this data sharing and licence agreement, its recitals and the schedules attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

Canadian Conservation Data Centre means an agency or organization who is a constituent member of NatureServe Canada or a Canadian sub-national constituent Network Program member of NatureServe.

Data License Terms means terms defined in this Agreement that govern how the NatureServe Network Licensed Data can be used internally and externally by Parks Canada. Data Users must review and agree to adhere to these terms upon completion of NatureServe's online Data Use Training in order to become Certified Data Users.

Data User means any individual employee, or contractor, of a Party to this Agreement, or of the NatureServe Network. Data Users are only authorized to access the Non-Spatial Data component of the Licensed Dataset.

Derived Product means any product, system, sub-system, device, component, material or software developed or caused to be developed by the Parties that interprets the Licensed Dataset but does not reproduce the Licensed Data, in whole or in part[2].

Element means a unit of natural biological diversity, representing species (or infraspecies taxa), ecological communities, ecological systems, or other non-taxonomic biological entities, such as migratory species aggregation areas.

Element Occurrences (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. For species Elements, the EO often corresponds with the local population, but when appropriate may be a portion of a population (*e.g.*, long distance dispersers) or a group of nearby populations (*e.g.*, metapopulation). For community Elements, the EO may represent a stand or patch of a natural community, or a cluster of stands or patches of a natural community. Information on NatureServe's EO data standard is available on the NatureServe website[3].

External Use means use of the Licensed Dataset by parties outside of Parks Canada and the NatureServe Network. Use of the Licensed Data includes viewing, directly accessing or otherwise handling the data.

Greater Park Ecosystem means 100km buffer around a Parks Canada boundary.

Intellectual Property Rights means intellectual property rights recognized by the law, including but not limited to, intellectual property rights protected through legislation.

Licensed Dataset means the data provided by NatureServe and NatureServe Canada to Parks Canada under this Agreement. The Licensed Data includes both Non-Spatial Data and Spatial Data for species and ecosystems covering the United States and Canada. The non-spatial portion of the Licensed Dataset includes attributes associated with taxonomy, conservation status, life history, threats, and other information important for identifying and understanding species and ecosystems. The spatial portion of the Licensed Dataset includes, but is not limited to: Element Occurrences, Observations, Independent Source Features, and Species Habitat Models and Range Maps for species and ecosystems occurring in the United States and Canada.

NatureServe Network means NatureServe, NatureServe Canada, and their constituent member Network Programs in Canada and the United States.

Network Program means a subnational constituent member of NatureServe or NatureServe Canada. Network programs (referred to as Conservation Data Centres in Canada) are housed within a provincial, territorial or state government agency, a non-governmental organization or academic institution. NatureServe Network Programs agree to follow membership requirements including adherence to standard methods for tracking the location and status of biodiversity for their jurisdiction.

Non-Spatial Data means data and information that does not include element location information.

[2] An example of a Derived Product would be a Species Habitat Model.
[3] NatureServe Element Occurrence Data Standard.

Observations means data that document evidence of the presence or absence of an Element at a specified location. Observations are not evaluated using standard methods, but encompass a broad range of quantitative and qualitative information types useful for assessing locations, or potential locations, of elements.

Parks Canada boundaries mean the outer extent of the lands and waters managed by Parks Canada and does not include the Greater Park Ecosystems.

Parks Canada Certified Data User means a Parks Canada staff or authorized contractor who has completed the NatureServe Data Use Training, including review and acceptance of the terms of this Agreement, and has completed any applicable data security requirements specified by the Conservation Data Centres[4], and is therefore approved by NatureServe Canada and NatureServe to access the Licensed Dataset governed by this Agreement[5]. All staff and authorized contractors of NatureServe Canada, its member Conservation Data Centres and NatureServe are considered Certified Data Users.

Parks Canada Sensitive Data means data that is identified by Parks Canada as being sensitive in nature. When sharing data with the NatureServe Network, Parks Canada will flag any sensitive data. Parks Canada Sensitive Data cannot be made available to Third Parties without approval by Parks Canada.

Sensitive Ecological Data: means a subset of the Licensed Dataset that, if inappropriately released, could significantly increase the risk of harm to Elements of conservation concern, their habitats, or the environment, or interfere with their conservation or recovery; Sensitive Ecological Data also includes ecological data and information that could harm the interests of persons, institutions, or jurisdictions or data and information that are linked to private or Indigenous lands; provincial, territorial, proprietary interests; or data and information that were obtained in confidence, release of which could jeopardize trust and relationships, infringe relevant Privacy legislation, or violate confidentiality agreements.

Spatial Data means any type of data that provides the location coordinates of an Element in tabular or geospatial format and can include Sensitive Ecological Data as defined above.

Third Parties means parties outside of Parks Canada, NatureServe Canada, NatureServe, and the NatureServe Network Programs.

3. Data Use Requirements

3.1 Distribution to Third Parties

Parks Canada will not distribute the Licensed Data, in whole or in part, to Third Parties other than as described below. Requests by Third Parties to **Parks Canada** for access to the Licensed Dataset beyond the permitted uses and formats described below will be directed to **NatureServe Canada.**

3.2 Use of Non-Spatial Data portion of Licensed Dataset

Parks Canada may access and use the Non-Spatial Data portion of the Licensed Dataset for any non-commercial internal or external purposes without restriction as long as external use of the data cites the source of the data as **NatureServe Canada, NatureServe** and the Network Programs, per Section 9 of this Agreement.

[4] See section 3.3.

[5] Parks Canada Certified Data Users can access all components of the Licensed Dataset, including Spatial Data.

3.3 Certified Data User

Before a **Parks Canada** or authorized contractor views and otherwise uses the Spatial Data portion of the Licensed Dataset, they must become a Parks Canada Certified Data User. To become a Parks Canada Certified Data User, an individual must complete NatureServe's online Data Use Training (DUT) which includes prompts to review and agree to the data license terms of this Agreement. Parks Canada Certified Data Users who have completed the DUT will be automatically registered as a Parks Canada Certified Data User by NatureServe. Individuals can access the training at: https://www.natureserve.org/data-use-training.

In addition, Parks Canada Certified Data Users must complete the following provincial level data security requirements before accessing the Licensed Data for the relevant jurisdiction:

- To access the British Columbia Conservation Data Centre Spatial Data portion of the Licensed Dataset, Parks Canada Certified Data Users must first complete the Access to Species and Ecosystems Secure Data and Information Training Module[6].

- To access the Alberta Conservation Information Management System (ACIMS) Spatial Data portion of the Licensed Dataset, Parks Canada Certified Data Users must first complete the ACIMS External Guidelines Form[7].

- To access the Yukon Conservation Data Centre Spatial Data portion of the Licensed Dataset, Parks Canada National Office will first complete a blanket Sensitive Data Request Application and each Parks Canada Certified Data User must first read and sign the Yukon Government Confidentiality and Non-Disclosure Agreement[8].

- To access the Ontario Natural Heritage Information Centre Spatial Data portion of the Licensed Dataset, Parks Canada Certified Data Users must first complete the Ontario MNR-NHIC Data Sensitivity Training[9].

A **Parks Canada** Certified Data User is no longer certified upon termination of their employment with **Parks Canada. NatureServe Canada** and NatureServe will be notified in writing by **Parks Canada** as soon as possible after termination of a **Parks Canada** Certified Data User.

3.4 Use of Spatial Data portion of Licensed Dataset contained entirely within **Parks Canada** boundaries

Parks Canada staff or contractors can access and use the Spatial Data portion of the Licensed Dataset contained entirely within Parks Canada boundaries[10]for any non-commercial internal or external purposes without restriction as long as external use of the data cites the source of the data as **NatureServe Canada, NatureServe** and the NatureServe Programs, per Section 9 of this Agreement. **Parks Canada** Certified Data Users are responsible for ensuring that the sensitivity and appropriate use and attribution of the

[6] BCCDC contact for questions: cdcdata@gov.bc.ca
[7] ACIMS contact for questions and to send completed form: epa.acims.data@gov.ab.ca
[8] YTCDC contact for questions and to send completed agreement: yukoncdc@yukon.ca
[9] NHIC contact for questions: NHICrequests@ontario.ca
[10] The Greater Park Ecosystem buffer around Parks Canada lands are not within Parks Canada boundaries.

Licensed Data, as defined by this Agreement, are clearly communicated to all staff, contractors and Third Parties.

3.5 Use of Spatial Data portion of Licensed Dataset contained partially or completely outside of **Parks Canada** boundaries

3.5.1 Internal Use

The Spatial Data portion of the Licensed Dataset contained partially or completely outside of **Parks Canada** lands may be used internally by **Parks Canada** Certified Data Users without limitation as long as any data and/or Derived Products are marked "For Internal Use by **Parks Canada** Only".

3.5.2 External Use

Any external use of the Spatial Data portion of the Licensed Dataset contained partially or completely outside of **Parks Canada** lands or waters by **Parks Canada** Certified Data Users requires written permission from **NatureServe Canada**. **NatureServe Canada** will facilitate communication with the Conservation Data Centres as appropriate.

The exception to this is if the data and/or Derived Products are presented by a **Parks Canada** Certified Data User at the same precision as it is made available by the Network Program(s) in the NatureServe Explorer Pro *Public Dataset* [11]. **NatureServe Canada** will facilitate communication with the relevant Network Program(s) if **Parks Canada** requests assistance to confirm a Network Program's precision settings in the Explorer Pro *Public Dataset*.

Within the context of this permission, **Parks Canada** Certified Data Users are responsible for ensuring that the sensitivity and appropriate use of the Licensed Dataset, as defined by this Agreement, is clearly communicated to non-Certified Data Users.

3.6 **Parks Canada** Sensitive Data

NatureServe, NatureServe Canada, and Network Programs must not use or disclose Parks Canada Sensitive Data except as consented in writing by **Parks Canada.**

4. Acquiring Datasets

4.1 From NatureServe Canada:

NatureServe will work with **NatureServe Canada** to provide **Parks Canada** with an annual update of the Licensed Dataset in the **Parks Canada** installation of Biotics, or NatureServe Explorer Pro, as funding permits and permissions granted from participating Network Programs.

Nothing in this Agreement prevents **Parks Canada** from accessing data directly from a Network Program. If a separate data license agreement is required by the Network Program, that agreement will supersede the terms of this Agreement.

[11] Network Programs can assign a customized view and download precision for the public individual Element Occurrences, Source Features, Observations and/or Derived Products (e.g., SHM) in their NatureServe Explorer Pro Data Provider Portal account.

4.2. From Parks Canada:

Parks Canada will provide access to Observation Data, when available, directly to the relevant Network Program(s) for processing into Element Occurrences or to enhance existing Element Occurrences and supporting data.

5. Metadata and Support

NatureServe and **NatureServe Canada** will provide metadata where available, and support as necessary, to ensure proper use and interpretation of the Licensed Data. Metadata will document any known data gaps and other variances in the data (such as the exclusion or generalization of sensitive species or ecological community locations as required by an individual Network Program).

6. Implementation and Funding

Parks Canada recognizes the effort and value-added provided by **NatureServe Canada**, **NatureServe**, and the Network Programs to develop and provide the Licensed Dataset. The provision of the Licensed Dataset is dependent on funding being provided by **Parks Canada** to **NatureServe Canada**, and **NatureServe**. If **Parks Canada** is unable to support the implementation of this Agreement by providing funding, some data and data services would no longer be provided to **Parks Canada** by **NatureServe Canada** and **NatureServe**.

7. Confidentiality

The Parties acknowledge that they may come in contact with information, data or documentation that is considered confidential or proprietary to the other Parties, including the Licensed Dataset ("Confidential Information"). All parties agree to hold Confidential Information in strictest confidence, and not to make use thereof other than for the performance of this Data Sharing and License Agreement. None of the Parties will copy or disclose the terms of any documents or data (in electronic or hard copy) of the other Parties labeled as "confidential" or "proprietary" except as may be authorized in writing by the disclosing Party or required by applicable law or court or regulatory order. The obligation to protect Confidential Information will survive the termination or expiration of this Agreement.

These confidentiality obligations will not apply to information that: (i) was previously available on a non-confidential basis; (ii) is now or becomes a part of the public domain other than as a result of a violation of this License Agreement; (iii) is independently developed not in violation of this Data Sharing and License Agreement; or (iv) becomes available on a non-confidential basis from a Third Party, provided that such Third Party is under no obligation of confidentiality to **Parks Canada**, **NatureServe**, **NatureServe Canada**, or relevant Network Programs. None of the Parties may use the other Parties name in publicity releases, referrals, advertising, or similar activities without the prior written consent of the other.

8. Right to Data and Intellectual Property Right

This Agreement does not alter any existing Intellectual Property Rights of **Parks Canada, NatureServe Canada, NatureServe** or contributing Network Programs**.**

8.1 NatureServe Canada and NatureServe:

All Intellectual Property Rights in and to the Licensed Dataset provided by **NatureServe Canada, NatureServe** and the contributing Network Programs remain the property of **NatureServe Canada**, **NatureServe**, and the contributing Network Programs. All Intellectual Property Rights in and to the Licensed Dataset for data not created by **NatureServe Canada, NatureServe,** or the Network Programs

shall remain the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law, or international treaties.

Parks Canada shall protect the copyright interests of **NatureServe Canada**, **NatureServe**, and the contributing Network Programs by using the Licensed Dataset in the manner dictated by this Agreement, including appropriate citations, acknowledgements, and warranty statements, as set out in Section 9 below.

8.2 Parks Canada:

All Intellectual Property Rights in and to the Licensed Dataset provided by **Parks Canada** remain the property of **Parks Canada.** All Intellectual Property Rights in and to the Licensed Dataset for data not created by **Parks Canada** shall remain the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law, or international treaties. **NatureServe Canada, NatureServe,** and the contributing Network Programs shall protect the copyright interests of **Parks Canada** by using the Licensed Dataset as stated in this Agreement including appropriate citations, acknowledgements, and warranty statements, as set out in Section 9 below.

9. Citations, Acknowledgements and Warranty Statements

9.1 NatureServe Canada and NatureServe

If the Licensed Dataset forms a component of a Derived Product for external use **Parks Canada** must include the following citations, acknowledgement, and warranty statements on these products. Logos of NatureServe Network members may be used on publications or other external products as appropriate with the permission of the relevant NatureServe Network members.

a. Citation Formats for Use in Publications

Multiple Contributors
NatureServe, NatureServe Canada, and member Network Programs. NatureServe Network Biodiversity Location Data. Accessed YYYY-MM-DD.

Single Contributing Conservation Data Centre
Conservation Data Centre Name. Conservation Data Centre Name Database. Province/Territory, Country. Accessed YYYY-MM-DD.

b. Data Source Statement for Use under a Graphic or Map

NatureServe Network as Data Source
NatureServe, NatureServe Canada, and its member Network Programs (or names of each contributing Conservation Data Centre). Accessed YYYY-MM-DD.

c. Acknowledgement Statement for Use on Derived Products as Appropriate

This information is provided by NatureServe (www.natureserve.org), NatureServe Canada (www.natureserve.ca) and its member Network Programs, Accessed YYYY-MM-DD.

d. Warranty of Data Statement for Use on Derived Products as Appropriate

These data integrated in this Derived Product 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 known occurrence data in any particular geographic area does not necessarily mean that species or ecological communities of concern are not present. Likewise, data that indicate a low probability of occurrence do not

guarantee that a species or ecological community of concern is not present. These Derived Products 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 NatureServe Network Program should be contacted for a site-specific review of the project area. For contact information, go to the NatureServe Network Directory at: https://www.natureserve.org/ns-network-directory.

Parks Canada shall ensure that no acknowledgment of **NatureServe Canada**, **NatureServe** or the NatureServe Network, except as permitted under section 9.1 above, shall be shown in association with any form of promotion or advertisement of Derived Products. **Parks Canada** shall not include in its promotional material:

(a) the name, crest, logos, flags or other insignia or domain names of the NatureServe Network members, without the prior written approval of **NatureServe Canada** (who will consult the relevant member programs), which approval may be refused at **NatureServe Canada's** sole discretion; or

(b) any annotation of any kind that may be interpreted as an endorsement by any members of the NatureServe Network, of the Derived Products.

9.2 Parks Canada:

For Derived Products developed by **NatureServe Canada**, **NatureServe** or Network Programs, if the product includes analyses of data from **Parks Canada** lands and waters, **Parks Canada** must be cited or acknowledged in the product as appropriate and with permission from **Parks Canada.** If possible, the appropriate **Parks Canada** Field Unit, National Park, Historic Site, Urban Park or Marine Conservation Area should be included in any citation or acknowledgement.

a. Citation Formats for Use in Publications

Multiple Contributors
Parks Canada <year>.

Single Contributing Conservation Data Centre
Parks Canada Site Name <year>. Province/Territory, Country

b. Data Source Statement for Use under a Graphic or Map

Parks Canada as Data Source
Parks Canada

c. Acknowledgement Statement for Use on Derived Products as Appropriate

This information is provided by Parks Canada.

d. Warranty of Data Statement for Use on Derived Products as Appropriate

Parks Canada assumes no responsibility for the accuracy or reliability of any reproduction derived from this data. The absence of data about an Element of biodiversity in any particular geographic area does not necessarily mean that Element of biodiversity is not present. Many areas have never been thoroughly surveyed.

NatureServe Canada, **NatureServe** and the contributing Network Programs shall ensure that no acknowledgment of **Parks Canada**, except as permitted under section 9.1 above, shall be shown in association with any form of promotion or advertisement of Derived Products. **NatureServe Canada**, **NatureServe** and the contributing Network Programs shall not include in their promotional material:

(a) the name, crest, logos, flags or other insignia or domain names of **Parks Canada**, without the prior written approval of **Parks Canada**, which approval may be refused at **Parks Canada's** sole discretion; or

(b) any annotation of any kind that may be interpreted as an endorsement by **Parks Canada** of the Derived Products.

10. Warranties and Liabilities

10. 1 NatureServe Canada and NatureServe

NatureServe Canada, **NatureServe**, and the contributing Network Programs shall have no liability for any claim of infringement or rights by Third Parties based on any liability, loss, or damage caused or alleged caused directly or indirectly by the Licensed Data, 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 Data.

Although **NatureServe Canada** and **NatureServe** cannot guarantee the accuracy of the Licensed Data, they warrant that they will make every effort to accurately compile the Licensed Dataset and supporting metadata and ensure their compliance with quality control standards. **NatureServe Canada** will document errors that are flagged by **Parks Canada** Data Users and work with **NatureServe** and the Network Programs to correct these errors as funding and time permits.

NatureServe Canada and NatureServe shall at all times indemnify and hold **Parks Canada** and its ministers, employees and agents harmless from all claims, demands, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted by any person in any manner, based upon, or occasioned by, or attributed to any injury, infringement or damage arising out of any action or omission of **NatureServe Canada**, **NatureServe** or the contributing Network Programs arising from erroneous communication by, or from the performance or non-performance by **NatureServe Canada**, **NatureServe** and its contributing Network Programs, of its rights and obligations hereunder, or arising from the manufacture, publication, distribution or use of Derived Products.

10.2 Parks Canada

Parks Canada shall have no liability for any claim of infringement or rights by Third Parties based on any liability, loss, or damage caused or alleged caused directly or indirectly by the Licensed Data, 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 Data.

Although **Parks Canada** cannot guarantee the accuracy of the data they share to **NatureServe**, **NatureServe Canada** or the Network Programs, it warrants that it will make every effort to accurately compile this data and supporting metadata and ensure its compliance with quality control standards. **Parks Canada** will document errors that are flagged by **NatureServe**, **NatureServe Canada** or the Network Programs and correct these errors as staffing capacity and time permits.

Parks Canada shall at all times indemnify and hold **NatureServe Canada**, **NatureServe** and Network Program directors, employees, contractors and agents harmless from all claims, demands, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted by any person in any manner, based upon, or occasioned by, or attributed to any injury, infringement or damage arising out of any action or omission of **Parks Canada**, arising from erroneous communication by **Parks Canada**, or arising from the performance or non-performance by **Parks Canada** of its rights and obligations hereunder, or arising from the manufacture, publication, distribution or use of Derived Products.

11. Expiration and Termination

This Agreement shall remain in effect:

a. until such time as all Parties mutually agree to replace, amend, or terminate the Agreement; or

b. until written notice of termination by one of the Parties at any time, such termination to take effect sixty (60) days after the receipt of such notice by the other party.

11.1 Termination for Cause:

In the event that any of the Parties breach any one or more of its obligations under this Agreement, the non-breaching parties may terminate the License Agreement with thirty (30) days' prior written notice to the breaching party specifying any such breach, unless within the period of such notice, all breaches specified therein have been remedied to the reasonable satisfaction of the non-breaching parties.

11.2 Consequences of Termination or Expiration

For the Licensed Dataset, upon termination or expiration of this Agreement, **Parks Canada** shall (i) immediately cease using the Licensed Dataset; (ii) delete the Licensed Dataset and/or any duplicates of such materials from all computer systems; (iii) return or destroy all copies of the Licensed Dataset; (iv) abstain from generating new maps, risk assessments, data analyses or other products from the Licensed Dataset; (v) not use the Licensed Dataset to support any new decisions or analyses after its expiration; and (vi) upon request of **NatureServe** or **NatureServe Canada**, confirm in writing that **Parks Canada** has complied with these obligations. **NatureServe** and **NatureServe Canada** may take whatever reasonable steps it deems appropriate to terminate all active use of the Licensed Dataset.

Parks Canada shall be authorized to retain an archived copy of the Licensed Dataset to be only used for reference by its employees and contractors as defined in this Agreement to specifically confirm and validate any decision made using the Licensed Dataset prior to its expiration or termination. The archived copy of the data must be marked as "expired and confidential data" only to be used to confirm or validate decisions made before the date of expiration or termination of the license.

The obligations of **Parks Canada** and their respective employees and agents, with respect to the authorized use of products derived from the Licensed Dataset, shall survive, and continue after the expiration of this Agreement or termination of rights. Such obligations shall not extend to any data, information or technical data relating to the Licensed Dataset which is available to the general public, or

which later becomes available to the general public by acts not attributable to **Parks Canada**, or its employees, or agents.

Nothing in this section shall limit other remedies available to **NatureServe**, **NatureServe Canada** or **Parks Canada** such as using alternative dispute resolution providers to resolve any disputes arising under this Agreement.

12. Principal Contacts and Notices

The principal contacts for this Agreement are listed below. All notices shall be addressed accordingly to representatives of each Party.

All notices, information or documents required for this Agreement can be delivered in writing by email, or registered mail. All notices, information or documentation must be acknowledged in writing by the receiving party within five (5) working days after it has been received. Any notice not acknowledged shall be deemed to have been received and would take effect the day the acknowledgment should have been received by the other party.

For Parks Canada:

Name: David Clark
Title: Conservation Information Systems and Reporting Team Lead
Address: 30 Victoria Street, 3rd Floor, (PC-03-C),Gatineau, Québec, J8X 0B3
Phone: 613-868-7661
E-Mail: David.Clark@pc.gc.ca

For NatureServe Canada:

Name: Patrick Henry
Title: Executive Director
Address: NatureServe Canada, 39 McArthur Ave, Level 1-1, Ottawa, Ontario. K1L8L7
Phone: 613 986-1535
E-Mail: phenry@natureserve.ca

For NatureServe:

Name: Shara L. Howie
Title: Director of Network Partnerships and Data
Address: 2550 South Clark Street, Suite 930A, Arlington, VA 22202
Phone: (703) 797-4811
E-Mail: Shara_Howie@natureserve.org

For questions specific for a region or jurisdiction, contact the appropriate Network Program, contact information is available at: https://www.natureserve.org/ns-network-directory .

13. Governing Law

This Agreement shall be governed by and construed in accordance with the applicable laws in the Province of Ontario and Canada,

The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

14. Entire Agreement

This Agreement, including the recitals, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreement or communication of any kind between the Parties in cases where these agreements are more restrictive. In cases where existing agreements are less restrictive, these agreements will supersede this Agreement. This Agreement including the recitals, may only be amended in writing, signed by both Parties, which expressly states the intention to amend this Agreement.

15. Conflict of Interest

Before contacting current or former public servants, public office holders, senators, or members of Parliament to implement this agreement, the Parties must obtain a statement of compliance with standards governing conflicts of interest and post-employment measures from the public servant, public office holder, senator, or Member of Parliament.

16. Not a Legal Partnership, Joint Venture, or Agency

The Parties expressly disclaim any intention to create a legal partnership, joint venture, or agency relationship. It is understood, acknowledged, and agreed that nothing contained in this Agreement, nor any acts of the Parties shall constitute or be deemed to constitute the Parties as legal partners, joint ventures, principal, and agent in any way or for any purpose or formal business organization of any kind. Neither Party shall represent themselves to be an agent of the other Party.

The Parties, as between themselves, shall be deemed to be independent contracting entities and the employees of one shall not be deemed to be the employees of the other and the rights and obligations of the Parties shall be only those expressly stated in this document.

Nothing in this Agreement shall be construed as providing for the share of profits or debts arising out of the efforts of either of the Parties.

17. Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties shall make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they may agree to submit the dispute to mediation. The Parties shall equally bear the costs of mediation.

18. Miscellaneous

Each of the Parties shall execute such further and other documents and instruments and of such further and other things as may be necessary to implement and carry out the intent of this Agreement.

No Party shall assign or sublicense any or all of its interest in this Agreement without the prior written consent of the other Parties.

A waiver of a breach of a provision of this Agreement shall not be binding upon a Party unless it is in writing and signed by the waiving Parties and delivered to the other Parties.

19. Authority

The individual(s) signing this Agreement on behalf of a Party represent and warrant that they have the capacity and the authority to enter into this Agreement on behalf of that Party.

On behalf of **Parks Canada**

Darlene Upton, Vice President,
Protected Areas Establishment and Conservation Directorate

Signature

October 2, 2025
Date

On behalf of **NatureServe Canada**

Patrick Henry, Executive Director,
NatureServe Canada

Signature

August 19, 2025
Date

On behalf of **NatureServe**

Anne Bowser, Chief Executive Officer
NatureServe

Signature

August 27, 2025
Date