Non-CDC Data
Data Management Agreement
for Parks Canada Data Users

BETWEEN

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:

HIS MAJESTY THE KING IN RIGHT OF CANADA,
as represented by the Minister of Environment, Climate Change and Nature, for the purposes of the Parks Canada Agency (hereinafter referred to as "Parks Canada")

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

This agreement governs the access and use of *Non-CDC Data* collected and curated by NatureServe Canada that will be accessed by Parks Canada via NatureServe Explorer Pro or NatureServe Geodatabase. To access *Non-CDC Data*, for the purposes described in section one below, the Data User must first become a Parks Canada Certified Data User as per the terms of the *Parks Canada-NatureServe Canada-NatureServe Data Sharing and License Agreement 2025*[1].

1. Background / Purpose

The biodiversity data and information governed by this agreement (*Non-CDC Data*) will be used by Parks Canada for:

- Assessing biodiversity shifts under climate change (e.g., collaboration with the Australian Commonwealth Scientific and Industrial Research Organization);
- Wildlife corridor analyses;
- National Park establishment projects; and

[1] PC-NSC-NS Data Sharing and License Agreement 2025 (NSC Dropbox link)

- Other biodiversity research and conservation initiatives that analyze the distribution, abundance and status of species and ecological communities.

2. Definitions

CDC Data: Data and information that is developed and managed by Conservation Data Centres who are members of the NatureServe Canada Network of CDCs[2].

Non-CDC Data: The data and information governed by this agreement. *Non-CDC Data* is collected by NatureServe Canada from Data Providers who are not members of the NatureServe Canada Network of CDCs.

Data Provider: Organizations and/or individuals that provide NSC with *Non-CDC Data*. Data Providers are the owners or are acting as agents on behalf of the owners, of the submitted/collected data, as documented in a Data Submission Form managed by NatureServe Canada. NatureServe Canada is not the owner of *Non-CDC Data*.

Data Security Requirement: Is a requirement set by some Data Providers that must be completed *before* a Data User can access a Data Provider's data (typically for Sensitive Ecological Data)[3].

Data Use Permissions: Permitted uses of the data governed by this agreement, as specified by Data Provider(s) and granted to Data User(s).

Data User: A Parks Canada staff or agent who is authorized to access the *Non-CDC Data* as per the terms of this agreement.

Derived Product: Means any product, system, sub-system, device, component, material or software developed or caused to be developed by the Parties that interprets *Non-CDC Data* but does not reproduce the data, in whole or in part.

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 migrator species aggregation areas.

Elements Susceptible to Persecution or Harm (ESTH): Elements of conservation concern for which unrestricted provision (sharing) of data and information of a biological, geographical or

[2] This agreement does not govern the access or use of *CDC Data* (the *Parks Canada-NatureServe Canada-NatureServe Data Sharing and License Agreement 2025* does*)*.

[3] An example of a Data Security Requirement is the requirement for Parks Canada Data Users to read and acknowledge the terms of the *NSC-PCA iNaturalist.ca Data Management Agreement* before they can access the true location iNaturalist.ca data (see Section 5).

ecological nature places populations, residences, or occurrences at risk of intentional or inadvertent harm or interferes with their conservation or recovery[4].

NatureServe Explorer Pro: A NatureServe Network online data platform[5] that provides access to public and licensed *CDC Data* and *Non-CDC Data.*

Non-CDC Data: Observation data, and species ranges and models, collected by NSC from Data Providers who are not NatureServe Canada Constituent Member Conservation Data Centres (CDCs). Examples include data collected from GBIF, iNaturalist, and independent biodiversity experts.

Non-Sensitive Ecological Data: Ecological data and information governed by this agreement that is not designated in the NatureServe Canada managed Non-CDC database as Sensitive Ecological Data.

Parks Canada Certified Data User: Means a Parks Canada staff or authorized contractor (agent) who has completed the NatureServe Data Use Training, including review and acceptance of the terms of the *Parks Canada-NatureServe Canada-NatureServe Data Sharing and License Agreement 2025*, and has completed any applicable data security requirements specified by the CDCs in that agreement, and is therefore approved by NatureServe Canada and NatureServe to access the Licensed Dataset governed by that Agreement. A Data User, as defined in this agreement, must first be authorized as a Parks Canada Certified Data User.

Parks Canada-NatureServe Canada-NatureServe Data Sharing and License Agreement 2025: A three-party agreement that governs the access and use of data developed and managed by the parties. The agreement governs the use of *CDC Data* by PCA Data Users, whereas this agreement governs the use of *Non-CDC Data* by PCA Data Users.

Sensitive Ecological Data: Data and information 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.

Sensitive Ecological Data Categories: NatureServe Canada assigns each Sensitive Ecological Data record (e.g., observation record for ginseng) in the Non-CDC database to a Sensitive Ecological

[4] ESTH and several other terms in this agreement were developed by the NSC led multi-organization Data Security Policies and Procedures Committee. Refer to the template Policy Document from that webpage to review the terms and definitions adopted by the Committee.
[5] https://explorer.natureserve.org/pro/Welcome/

Data category *if* the record has not already been assigned to a relevant category by the Data Provider. The Sensitive Ecological Data Categories[6] are those documented in the NatureServe Canada Data Security Policy and Procedures templates (e.g., Elements Susceptible to Harm, Indigenous Cultural Interests).

Sensitive Ecological Data User: A Data User who completes the applicable Data Security Requirements required to access Sensitive Ecological Data, as specified by Data Providers[7].

3. Data Covered by this Agreement

The *Non-CDC Data* governed by this agreement was collected by NSC from hundreds of Data Providers through data mining of publicly accessible online platforms (e.g., GBIF) and through data requests submitted to individuals and organizations (e.g., COSEWIC Status Report authors, Nature Conservancy of Canada).

4. Term of Agreement

This Agreement shall remain in effect:

a. Until such time as all Parties mutually agree to replace, amend, or terminate the Agreement (see Section 11); 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.

5. Data Categories and Security Requirements

Non-CDC Data are either:

a) **Sensitive Ecological Data**: Data that may have Data Security Requirements (e.g., requirement to complete Data Sensitivity Training), as specified by a Data Provider.

b) **Non-Sensitive Ecological Data**: All other data.

<u>The following Data Provider requires that Data Users complete Data Security Requirements before accessing their Sensitive Ecological Data:</u>

> **<u>iNaturalist.ca</u>:** Parks Canada must complete and sign a copy of the NSC-*PC iNaturalist.ca Data Management, Confidentiality and Non-reproduction Agreement*[8], and Parks Canada staff and agents must read and agree to the terms of that agreement before they can access the iNaturalist.ca true location data component of the *Non-CDC Data*.

[6] The template Policy document provides definitions for each of the Sensitive Ecological Data categories.
[7] For example, to access the true location iNaturalist.ca data component of Non-CDC Data, a Data User must complete the PCA-NSC iNaturalist.ca Data Management Agreement.
[8] PC-NSC iNaturalist.ca Data Management, Confidentiality and Non-reproduction Agreement *(NSC Drobox link).*

NSC will work with Data Users to facilitate the completion of applicable Data Security Requirements by providing contact information and links to relevant Data Providers and their Data Security Requirements.

6. Assigning and Managing Access to Non-CDC Data

Data Users will be provided unique password protected access to the *Non-CDC Data* governed by this agreement via Parks Canada Explorer Pro or NatureServe Geo Data Portal, unless other access options are agreed to by both parties.

NatureServe or NSC will maintain a list of Data Users who have been granted access to the *Non-CDC Data* and NSC will share the list with Data Providers upon request.

7. Permitted Uses, Breaches, Data Refreshes

a) Access to the *Non-CDC Data* will be assigned to Data Users solely for the purposes described in Section 1. Data Users requesting access for other purposes will be directed to the relevant Data Providers or will work with NSC to establish a new or amended data management agreement.

b) Data Users will not share *Non-CDC Data* with anyone who is not authorized to access the data, as per the terms in this agreement.

   The exception to this: *Non-CDC Data* can be shared with the public at the same precision as the data are made available to the public in the NatureServe Explorer Pro public Non-CDC dataset[9]. Data Users are encouraged to contact the relevant Data Provider(s) if they have questions about appropriate use of the data. Contact NatureServe Canada with any questions.

c) Data Users can develop and share Derived Products that integrate *Non-CDC Data* that they are authorized to access. These can be shared with the public so long as the species (Element) location information in the Derived Products are presented at the same precision as is made available in the NatureServe Explorer Pro public dataset. Contact NatureServe Canada with any questions.

[9] Example: if a species record (Non-CDC Data) is made available to a PCA Data User at "precise" in PC Explorer Pro/Geodatabase but is generalized to a 1 square mile hexagon in the public facing Explorer Pro dataset, then a PC Data User can share that record with non Data Users (e.g., the public) if the record is generalized to a 1 square mile hexagon (or equivalent grid square). Contact ebar-kba@natureserve.ca with any questions.

d) NSC will notify a Data Provider if it becomes aware of a breach of this agreement, including a breach of a Data Provider's Data Security Requirement(s).

e) NSC may revoke a Data User's access to *Non-CDC Data* if NSC learns that the Data User has breached the terms of this agreement, related agreements (e.g., iNat.ca-PCA DMA) or Data Security Requirements. If access is revoked, the Data User will delete any copies of the data. The Data User can be provided with access to the *Non-CDC Data* again if approved in writing by NSC.

f) NSC will delete a Data Provider's data from the *Non-CDC Data* upon request of the Data Provider and will notify relevant Data Users.

g) *Non-CDC Data* will be refreshed by NSC every year pending sufficient funding to support this work.

h) *Non-CDC Data* that is more than two-years old (from date of integration into the Non-CDC database) will be deemed expired and will be removed from PCA Explorer Pro and Geodatabase. Expired data may be retained in archive by Parks Canada for the sole purpose of supporting previous decisions and analyses.

8. Warranties

a) NSC has received approval, or confirmed permissions, from the various Data Providers to provide access to the *Non-CDC Data* governed by this agreement.

b) NSC shall have no liability for any claim of infringement or rights by third parties based on any use of *Non-CDC Data* in combination with programs, software, hardware, or equipment not designated by NSC, without prior written approval by NSC, if such infringement could have been avoided had the *Non-CDC Data* not been so used.

c) NSC 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 *Non-CDC Data*, including but not limited to any interruption of service, loss of business, anticipatory profits or indirect, special, or consequential damages resulting from its use or operation.

d) NSC warrants that *Non-CDC Data* has been accurately compiled and reviewed to ensure compliance with its quality control standards.

e) The Parties to this Agreement shall in all respects treat *Non-CDC Data* as the proprietary information of the Data Providers, in accordance with all procedures reasonably

necessary to protect their proprietary rights in the data and information. Each observation record, range or model in the *Non-CDC Data* dataset identifies the Data Provider to ensure transparency of proprietary rights and to facilitate communication between Data Users and Data Providers.

9. Citations and Acknowledgements

If *Non-CDC Data* is shared externally, or is integrated into a Parks Canada Derived Product for external use, Parks Canada will include the following citations and acknowledgements.

a) Citation Formats for Use in Publications

Multiple Data Providers:
NatureServe Canada Non-CDC Data. Accessed YYYY-MM-DD.

Single Data Provider:
Data Provider Name. NatureServe Canada Non-CDC Data.
Accessed YYYY-MM-DD.

b) Data Source Statement for Use under a Graphic or Map
NatureServe Canada Non-CDC Data. Accessed YYYY-MM-DD.

c) Acknowledgement Statement for Use on Parks Canada developed Derived Products as Appropriate
This Parks Canada product integrates Non-CDC Data managed by NatureServe Canada. Accessed YYYY-MM-DD.

10. Termination

a) In the event that a Party to this agreement breaches any one or more of its obligations under this Data Management Agreement, a Party may upon their election and in addition to any other remedies that they may have, at any time terminate the agreement with no less than fifteen (15) days prior written notice to the other Party specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied to the satisfaction of the Party that initiated termination.

b) Should the Parties agree that *Non-CDC Data* is no longer required for the stated Parks Canada projects, the Parties can agree in writing to terminate this agreement.

c) Upon termination of this agreement any *Non-CDC Data* will be deleted by Parks Canada Data Users, or stored in archive to be accessed solely for the purpose of supporting previous decisions and analyses.

d) NSC will inform relevant Data Providers of Sensitive Ecological Data if this agreement is terminated due to breach of the terms of this agreement.

11. Protection of Rights

a) The Parties agree that they shall not use the data governed by this agreement except as authorized herein.

b) The obligations of the Parties and their respective employees and agents shall survive and continue after the termination of this agreement or termination of their rights. Such obligations shall not extend to any data, information or technical data relating to *Non-CDC Data* which is available to the general public or which later becomes available to the general public by acts not attributable to the Parties, or their employees, or agents.

12. Other Provisions

a) The construction and performance of this agreement shall be governed by the laws of the province of Ontario, Canada, and applicable Canadian federal law (or other laws as appropriate).

b) This agreement may be modified or amended by written agreement of the Parties.

c) This agreement does not supersede any other agreements entered into by the Parties.

Signed by:

NatureServe Canada:

Name	Title	Date	Signature
Patrick Henry	Executive Director	April 17, 2026	

Parks Canada:

Name	Title	Date	Signature
David Millar	Vice-President, PAEC	9 June 2026	

The date of signature by Parks Canada is the effective date of the agreement.