DATA MANAGEMENT, CONFIDENTIALITY AND NON-REPRODUCTION AGREEMENT
TERMS AND CONDITIONS RELATING TO
ACCESS TO INATURALIST.CA RESTRICTED DATA

This Agreement applies to iNaturalist.ca Restricted Data as defined in Appendix 1.

BETWEEN

Parks Canada

Hereinafter the Recipient Organization

AND

NatureServe Canada

Hereinafter NatureServe Canada

This Agreement contains the following sections:

Part A – Recipient Organization's Contact Information Part B – Terms and Conditions of Access
Part C – Signatures
Appendix I – Purpose and Definitions
Appendix II – Project Description

PART A – Recipient Organization Contact Information

Name and Title of Contact person: David Clark, A/Manager, Conservation Information Management

Organization's legal name: Parks Canada

Full Business Address: 30 rue Victoria, 3rd Floor (PPC-03-C)

Gatineau, Quebec, J8X 0B3

Business Telephone: 613-868-7661

Email: David.Clark@pc.gc.ca

PART B - Agreement on Terms and Conditions of Access

The Recipient Organization understands, acknowledges and will abide by the following terms and conditions:

1. Only staff and agents of the Recipient Organization are permitted to access the iNaturalist.ca Canada Restricted Data governed by this agreement; hereafter "the data".

2. Recipient Organization staff and agents that will access the data must each first be presented with a copy of this executed agreement and confirm that they understand, acknowledge and will abide by the terms and conditions of this agreement.

3. The Recipient Organization will be provided access to the data through a password protected data access.

4. The Recipient Organization is responsible for maintaining the security and confidentiality of the data, including secure storage and access. The Recipient Organization shall act in accordance with all applicable federal and provincial data and privacy laws.

5. The Recipient Organization will use the data solely for the approved purposes described in Appendix 2.

6. Any reports, derivative products or other works that will be made available to third parties will not:
    a) Display or make known the data at a scale or precision that is more precise than what is provided to the public on the iNaturalist.ca website[1].
    b) Provide identifiable personal information (e.g., not post the observation URL, or iNat.ca username) regarding the iNaturalist.ca Citizen Scientist(s) who contributed the record(s).

    See Appendix 2. for any additional project specific data use and/or display instructions.

7. If the Recipient Organization is uncertain if reports, derivative products or works that it prepares will adhere to section 6 (above) and/or would like to request permissions for additional uses of the data, they will contact the iNaturalist.ca Citizen Scientist(s) that contributed the relevant records in order to discuss and secure their agreement. iNaturalist.ca Citizen Scientists can be contacted via the public facing iNaturalist.ca

[1] The Recipient Organization will refer to the iNaturalist.ca website information regarding Geoprivacy (https://inaturalist.ca/pages/help-inaturalist-canada-en#geoprivacy) and review the display precision settings of the data offered on the public facing iNaturalist.ca website to ensure that any spatial representations of the data governed by this agreement that will be shared with third parties are presented at the same precision, or more coarse, than what is provided to the public on the iNaturalist.ca website. Reach out to the NatureServe Canada Data Custodian if any questions.

website using the username information provided. Data Users will document any additional data permissions they secure from the relevant iNaturalist.ca Citizen Scientist(s) and make these available upon request to the Recipient Organization and/or NatureServe Canada.

8. The Recipient Organization is responsible for promoting understanding and compliance of these terms and conditions by its staff and agents. In the event that the Recipient Organization becomes aware of a breach of any of the conditions of this Agreement they will immediately notify the Data Custodian Representative in writing. The Recipient Organization may be requested by the Data Custodian Representative to take action to remediate the breach. NatureServe Canada may also take action to prevent any further disclosure of the Data and Information obtained under this Agreement.

9. Contravention of the terms and conditions of this Agreement may lead to the withdrawal of data access and use privileges, the requirement to delete all copies of the data, and non-approval of future data requests.

10. NatureServe Canada shall have no liability in relation to the Recipient Organization's access, distribution or use of the data. In addition, NatureServe Canada shall:
    a) Have no liability regarding any claim of infringement or rights by third parties based on any use of the data in combination with programs, software, hardware or equipment; and
    b) Have no liability or responsibility to any organization, group, person, or entity with respect to any loss or damage caused or alleged to be caused directly or indirectly by the 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 data.

Termination

11. 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.

12. Should the Parties agree that the data managed by this agreement is no longer required for the stated Parks Canada projects, the Parties can agree in writing to terminate this agreement.

13. Upon termination of this agreement the data governed by this agreement 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.

PART C Signatures

Once signed, the terms of this Agreement apply in perpetuity.

Signed on this day of (Effective Date) : 9 June 2026

Signature of Recipient Organization
Name: David Millar
Title: Vice-President, Protected Areas Establishment and Conservation

There is no expiry date for this agreement so long as Parks Canada continues to be a member of the iNaturalist.ca Steering Committee[2].

Signature of NatureServe Canada
Name: Patrick Henry
Title: Executive Director
Signed on this day of: April 17, 2026

Data Custodian Representative Signature not required

Name: Allison Siemens Worsley
Organization: NatureServe Canada
Title: National Data Support Biologist
Email address: aworsley@natureserve.ca

[2] Steering Committee member organizations include Canadian Wildlife Federation, NatureServe Canada and Parks Canada, and are provided ongoing authorization to access iNaturalist.ca Restricted Data for purposes approved by the Steering Committee.

APPENDIX 1- Background and Definitions

1. Background

The iNaturalist.ca species database exists because of the volunteer contributions of thousands of Citizen Scientists. The majority of the data is available to the public via download from the iNaturalist.ca website (iNaturalist Canada Data). The iNaturalist Canada Steering Committee member organizations (Canadian Wildlife Federation, NatureServe Canada and Parks Canada Agency) are provided access to precise locations of iNaturalist Canada records that were set to "Geoprivacy obscured" in the iNaturalist.ca platform by the contributing citizen scientists; and to records for which an automatic setting of obscured or private (Taxon geoprivacy) is applied because of the conservation status rank of the species (e.g., species on the iNaturalist.ca Species Subject to Persecution and Harm list). This precise location data (iNaturalist Canada Restricted Data) is not available to the public and is designated as "Restricted". It is critical that the terms of this Agreement are adhered to in order to protect the trust and ongoing participation of iNaturalist citizen scientists and the protection of species that are subject to persecution and harm. Information regarding iNaturalist.ca obscured records can be accessed from: https://inaturalist.ca/pages/help#geoprivacy .

2. Definitions

iNaturalist Canada Data: Data submitted within Canada by Citizen Scientists either to iNaturalist.ca or to iNaturalist.org that is available to the public for viewing and download from the iNaturalist.ca website.

iNaturalist Canada Restricted Data: iNaturalist.ca precise location (latitude/longitude) records that were set to "obscured" in the iNaturalist.ca platform by the contributing Citizen Scientists, or for species which the geoprivacy is automatically (i.e., taxon geoprivacy) set to "obscured" or "private" (e.g., Species Subject to Persecution and Harm). The iNaturalist.ca Steering Committee member organizations have access to this restricted data submitted by iNaturalist.ca affiliated users as per the iNaturalist Canada Gateway Agreement between iNaturalist and the Canadian Wildlife Federation on behalf of the iNaturalist.ca Steering Committee.

Geoprivacy: When an iNaturalist Citizen Scientist creates and updates their own observations there is a geoprivacy field which by default is set to "Open" (i.e., precise to the public). By changing this to "Obscured" or "Private" they can restrict public access to the precise coordinates or to the record entirely. Only the observer can alter the geoprivacy setting of their own observations. "Geoprivacy Private" records are not provided to Recipient Organizations and accordingly are not part of the data managed by this agreement. Via this agreement "Geoprivacy Obscured" records are provided to Recipient Organizations with precise coordinates.

Taxon Geoprivacy: Taxa on iNaturalist can have multiple conservation statuses. A conservation status can be global or associated with a particular place. These conservation statuses help explain threats associated with a species. If the threats include pressures that are increased from location

disclosure, the conservation status may include a geoprivacy setting of 'Obscured' or in rare cases "Private". This will automatically apply this geoprivacy setting to all observations of that taxon globally or in the place specified by the conservation status. Via this agreement, Taxon Geoprivacy records set to Obscured and Private will be provided to Recipient Organizations with precise coordinates.

Obscured (coordinates): Obscured coordinates are available to the public as a random point within a 0.2-degree latitude by 0.2-degree longitude area of the true observation coordinates in order to protect the exact location of the species. The true coordinates are only visible to the observer, as well as other users the observer has specifically granted access to (a "trusted user"), and to project curators to which the observer has specifically granted access.

Private (coordinates): Observation record coordinates that are completely hidden from public view and access. The true coordinates are only visible to the observer as well as other users the observer has specifically granted access to (a "trusted user"), and to project curators to which the observer has specifically granted access.

Recipient Organization Organization: A legal entity (e.g., government department, business, university) that enters into this agreement with NatureServe Canada.

Species Subject to Persecution and Harm: A species that is susceptible to impacts that would irrevocably harm an individual or its habitat including but not limited to poaching, intentional harm to an individual and increased human presence (ex. trampling of habitat, disturbance from wildlife watchers). iNaturalist.ca maintains a list of Species Subject to Persecution and Harm (aka "Obscured Species List"), in consultation with species experts for which Taxon Geoprivacy Obscured or Private is applied[3].

[3] Access iNaturalist.ca Geoprivacy information to learn more and to access the "Taxon Geoprivacy Obscured Species List": https://www.inaturalist.ca/pages/geoprivacy-canada

Appendix 2: Data Recipient Organization Project Description / Authorized Uses of iNaturalist Canada Restricted Data as per this Agreement.

All reports, derivative products or other works developed by the Recipient Organization will adhere to the terms specified in Part B, Sections 6 and 7 of this agreement.

Project Description:

Parks Canada in collaboration with other organizations will assess biodiversity shifts under climate change across Canada. The project will use biodiversity data obtained from NatureServe Canada, including true location (i.e., Restricted) iNaturalist.ca data governed by this agreement, to generate a Bioclimatic Ecosystem Resilience Index (BERI) which assesses the capacity of ecosystems to retain biodiversity in the face of ongoing climate change. The geographic extent of the project includes the entire terrestrial and coastal/marine area of Canada; however, the analyses will focus on Parks Canada sites.

The iNaturalist.ca Restricted Data will also be used by Parks Canada for the planning, feasibility assessment, and baseline ecological data of new national parks, urban parks, marine areas and historical sites. In addition, the data will be used for ecological corridor planning that takes place outside of and between Parks Canada parks and sites and other protected areas throughout Canada. Finally, biodiversity data will be used within existing Parks Canada parks and sites to support biodiversity related activities and to generate other biodiversity indices.

Parks Canada staff and agents will access and work with the data governed by this agreement and each must acknowledge that they have read and accept the terms of this Data Management Agreement.

Summary information about the data will be presented to the public but will not make the data available at a precision that is more precise than what is available on the public facing iNaturalist.ca platform.