Data License Agreement (License)

for use of Natural Heritage Database Data

provided by the Illinois Department of Natural Resources in cooperation with the

Illinois Nature Preserves Commission & the Illinois Endangered Species Protection Board

The Illinois Department of Natural Resources (IDNR) hereby grants a revocable License to		
of	(Licensee) for use of the following Natural Heritage Database	
(NHD) data:		

IDNR retains the ownership of this data, allowing use by the Licensee for: ______

USE OF THE DATA IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. The License is revocable at any time if Licensee fails to comply with its conditions.
- 2. This License is non-transferable and cannot be provided to third parties by the licensee. Licensees such as consultants or subcontractors may not provide the data to third parties such as a client or contractor. If the third party needs the data for a project, then the third party must also pay the fee and sign a Data License Agreement. Any and all requests for data access from third parties shall be directed to the NHD Program.
- 3. Licensee understands and acknowledges that the accuracy of this data is time-limited, as the data is updated on a daily to quarterly basis. Licensee agrees to use NHD data only for the term specified, and to request data updates as the project time period dictates. By the following date: ______ (which shall be no later than one year following the issuance of this License), the licensee will either:
 - a. Destroy all copies of these data, or
 - b. Arrange for License renewal and data update.
- 4. Licensee acknowledges that the data provided are considered exempt from the Illinois FOIA and agrees not to voluntarily release or distribute the data to parties not covered by this License. Any and all requests for data access from third parties shall be directed to NHD. This License is subject to the condition that the Licensee has the authority to deny access to the data. If the Licensee if forced to release the data by a court order, IDNR must be notified and this License will be considered breach.
- 5. If the licensee is a governmental or private entity, the licensee shall ensure that internal access to the data is limited to those individuals with such entities who require access to the data for the stated project and purpose of the Data License Agreement. The licensee is responsible for ensuring that all such individuals understand and adhere to the terms of the Data License Agreement.
- 6. Licensee agrees to abide by the NHD fee schedule and payment policy, unless a separate agreement is in place. This License may be terminated, revoked, or denied for all present and future uses of the data if payment or other mutually agreed compensation is overdue.
- 7. Licensee understands and acknowledges that release of precise species locations may threaten natural heritage resources. Licensee shall take reasonable precautions to ensure the confidentiality of species locations. When precise species locations need to be displayed in publically-accessible documents or websites, species locations should be generalized to a less precise boundary or displayed without the species name when possible.
- 8. Licensee shall identify "Illinois Department of Natural Resources, Illinois Nature Preserves Commission, Illinois Endangered Species Protection Board, and the Natural Heritage Database" as the data source on any map or publication and will include the release date of the data.

- 9. Licensee must provide the NHD with any endangered & threatened species information that is collected during the term of the Data License Agreement so as to keep the NHD current. This information includes species location, date observed, names of and contact information for observers, and number of individuals observed.
- 10. Licensee understands and acknowledges that the data is being provided for planning and assessment purposes only. Receipt of the data does not constitute Department, Commission, or Board review or authorization of any proposed project, and does not exempt the licensee from securing necessary permits and approvals from the Department, Commission, Board, or other regulatory agency.
- 11. Data maintained by the NHD Program is gained from the best and most recent information available and undergoes quality control and quality assurance. Because environmental conditions change daily, the NHD Program cannot provide a conclusive statement on the presence, absence, or condition of significant natural features identified in the Database and can only summarize the information known to us at the time of each agreement. An executed Data License Agreement shall not constitute Department, Commission, or Board validation of the licensee's interpretation of the data.
- 12. Licensee understands that the electronic portion of the data is only a representation of the more extensive information available in manual files and other electronic files.

By signature on the License, the Licensee hereby accepts all the terms and conditions of this License without exception, deletion or alteration. The Licensee recognizes that any use or release of the data not authorized by this License or failure to return the agreement will be considered a breach of this License. Upon breach, the Licensee shall immediately delete all data for this License shall be null and void and use of the data shall be unlawful and constitute unauthorized use.

Return this License Agreement and address all correspondence to:

Tara Kieninger IDNR – Heritage Database Program, One Natural Resources Way, Springfield, IL 62702 (217)782-2685 / (217)785-2438 – fax <u>tara.kieninger@illinois.gov</u>

Signature of Licensee(s)	Date	
Agency	Title	
Address	City/State/Zip Code	
Phone Number	E-mail	