

Note: All Natural Heritage Bureau data provided through this Agreement are
CONFIDENTIAL – FOR INTERNAL USE ONLY

Organization/Affiliation:	
Project name:	
Contact Person:	
Contact Email:	
Contact Phone:	
Project description, including proposed use of NHNHB data:	

The following NH Natural Heritage Bureau (NHNHB) data will be provided to the recipients, subject to the following Terms and Conditions. The NH Fish & Game (NHFG) Non-Game and Endangered Species Program has authority over wildlife species.

Geographic area:	<i>Please describe the area of interest for which you are requesting NHNHB data:</i> <i>Please provide a GIS shapefile whenever possible and include the file name here:</i>
Elements ¹ :	<input type="checkbox"/> Plants <input type="checkbox"/> Natural Communities <input type="checkbox"/> Animals <input type="checkbox"/> Ecological Systems
Dates:	<i>Please select the time range of the data that you are interested in receiving:</i> <input type="checkbox"/> Records last documented within 20 years (species) or 40 years (communities and systems) <input type="checkbox"/> All dates
Element-level attributes ¹ :	<input type="checkbox"/> Taxonomic Group (Plant, Insect, etc.); State & Federal Threatened or Endangered (T/E) status; Global & State rarity (G and S ranks) <i>Only available for some requests; refer to DSA Information Sheet:</i> <input type="checkbox"/> Element name
Occurrence-level attributes ² :	<input type="checkbox"/> Date Last Observed, Mapping Precision, Viability Rank, Sensitive Flag, Size & Condition <i>Only available for some requests; refer to DSA Information Sheet:</i> <input type="checkbox"/> Survey Site Name <input type="checkbox"/> Occurrence type, e.g. nesting site <input type="checkbox"/> Long text fields including Directions to Site, Habitat Description, Management Comments, additional element occurrence data

Notes:	
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¹ 'Elements' refers to elements of biodiversity, including species, natural communities, and ecological systems.

² Additional attributes for occurrences may be available. Consult with NHNHB staff for more information.

The recipient agrees to abide by the terms specified below:

1. The data provided in this release will be available **only** to the following named users:

All of these data are CONFIDENTIAL – FOR INTERNAL USE ONLY.

The provided digital data will **not** be copied, distributed, or made accessible in any form **to other parties**. By signing this agreement, the user affirms the ability to maintain the data in a secure environment. Any requests to the recipient by other parties for these data will be referred directly to NHNHB.

2. The Contact Person identified in the agreement shall be responsible for informing and providing the terms of this agreement to all named users identified in 1. above.
3. Temporary in-house copies of the data (e.g. to a flash drive or e-mail attachment) must be limited to the users named in term 1 above. The temporary in-house copies must be deleted from temporary storage locations as soon as the transfer is completed.
4. Any products derived from the data provided in this release (e.g., publications, reports or maps) *that are made available to anyone other than the named users above* will **not** show, describe or otherwise depict the location of NHNHB element occurrences.

The mapped locations (GIS polygons) that NHNHB is providing under this Agreement shall not be made public or shared with other agencies, landowners, conservation groups or other partners. The data provided in this agreement is for planning purposes only. However, elements can be listed or mapped as 'present' in a defined area as long as that area is at least two square miles in size (e.g., town, HUC10 watershed, etc.). No other details or occurrence information provided with records shall be shared or made known to anyone other than the named users above.

5. The data provided in this release will not be modified in any way except as needed to make them compatible with the recipients' geographic information systems.
6. The recipient agrees to provide NHNHB with documentation of any rare species or exemplary natural communities found during the course of this Data Sharing Agreement, unless prohibited from doing so by other agreements. The recipient will use reporting forms available below or as otherwise provided by NHNHB or NHFG:
<https://www.nh.gov/nhdfl/reports/rare-plant-list.htm>
<https://nhwildlifesightings.unh.edu/>
Information reported should include, at a minimum, the species name, the location (GIS or approximate street address), date of documentation, observer name/contact information and diagnostic photographs.
7. The digital data provided is to be used only for the purposes specified above. Access and use for other purposes, including by the named user, shall be made only with prior expressed, written consent of the NHNHB and NHFG in accordance with **NH RSA 217-A and NH RSA 212-A**.

8. The digital data provided was gathered from sources including formal surveys and research efforts as well as documented and expert-verified observations. These data should not be considered comprehensive as most areas have not been surveyed or have only been surveyed for certain species or natural communities. The date of last observation does not necessarily indicate whether a species is present. Additional data including survey effort and species life history should be considered in assessing potential presence or absence of a species. Surveys at appropriate times of year are always recommended. NHNHB and/or NHFG shall be considered the technical experts on the sensitive, rare features herein. NHNHB and NHFG should be consulted for interpretation of data and priority species/natural community locations.
9. The recipients agree to **delete all copies** of NHNHB digital data provided under this Agreement **on or before one year from the date** the Agreement is fully signed.

The recipient also acknowledges that:

- a) This agreement takes effect and is valid for one year from the date of signature.
- b) NHNHB has data use license fees to help support the maintenance of the database. Rates for one year of access to the data are as follows (Refer to NHB Rules, Ncr 300, Table 310-3):

Federal Species (Precise Location and Full Taxonomy).....	\$ 10.00
Federal Species (General Location and Full Taxonomy)	\$ 5.00
State Species (Precise Location and Full Taxonomy).....	\$ 2.00
State Species (General Location and Full Taxonomy).....	\$ 0.50
Federal Species (Precise Location and Taxonomic Group Only).....	\$ 5.00
Federal Species (General Location and Taxonomic Group Only).....	\$ 2.50
State Species (Precise Location and Taxonomic Group Only).....	\$ 1.00
State Species (General Location and Taxonomic Group Only)	\$ 0.25

Processing time is charged at \$60/hour.
 NHNHB may apply a discount to non-profit and federal agency requests.

- c) Access to NHNHB digital data as described under this Agreement does not eliminate the need to consult with the US Fish & Wildlife Service and/or to submit an Environmental Review request through the NHNHB and NHFG when state and federal permitting requires such documentation.
- d) Comprehensive surveys for rare species and exemplary natural communities have **not** been conducted for most of NH, and most NHNHB records have not been visited recently. On-site surveys are the only way to definitively determine whether rare species or exemplary natural communities are currently present at a site.
- e) The NHNHB data are continually being revised and expanded. The data provided in this release will, therefore, become outdated. Should a discrepancy develop between the data provided to the recipients and the data in the NHNHB databases, the data in the NHNHB databases are the correct data. However, please note that NHNHB and NHFG may become aware of new verified records that may need to be shared with the contact person and named users of the DSA prior to entry into the NHNHB database if the proposed use of the DSA includes activities that may result in harm to the species or natural community.
- f) Accurately interpreting NHNHB data requires a good understanding of Natural Heritage protocols. Users must read the metadata provided. For questions about various species and/or records provided, contact agencies as follows: For plants and natural communities, contact NHNHB. For state-listed wildlife species, contact NHFG. For federally listed species, contact local agencies first, then USFWS.
- g) **Non-compliance with any provision of the agreement by any recipient may result in the immediate**

withdrawal of authority to use the digital data provided by NHNHB, and may result in the denial of any or all future data release requests by the recipient.

Questions regarding NHNHB data or the terms of this data release should be directed to: Data Manager, Natural Heritage Bureau, DNCR - Forests & Lands, 172 Pembroke Rd, Concord, NH 03301 at Amy.E.Lamb@dncr.nh.gov or (603) 271-2823.

Questions regarding wildlife species data should be directed to: Melissa Winters, Certified Wildlife Biologist, Nongame & Endangered Species, NH Fish & Game Department, Concord, NH 03301 at Melissa.J.Winters@wildlife.nh.gov or (603) 271-1738.

- 1) I understand that these data are only for internal use. I verify that none of these data will be displayed to or shared with any person not named in term #1 of this Agreement.
- 2) I understand that this agreement expires one year from date of signature.
- 3) I understand that upon the expiration of this agreement that all copies NHNHB data shall be permanently deleted. Retention of any NHNHB data is not allowed.
- 4) I have read and agree to the Terms and Conditions of this Agreement.

Signature: _____ **Date signed:** _____

Name:

NHB Data Manager Signature: _____ **Date NHB sent data:** _____

Amy E. Lamb

NHFG Nongame Program signature: _____ **Date signed:** _____

Melissa J. Winters

ALL DATA MUST BE DELETED ON OR BEFORE THE AGREEMENT EXPIRATION DATE:

Address to send invoice to:

Company/Organization Name: _____
Attention: _____
Street address: _____
Town, State, Zip: _____
Phone #: _____
E-mail address: _____