

Ecological USA Data Use Agreement - 2025

As part of your Ecological USA Data request to PHMSA, you agreed to the following statements:

1. I agree to not redistribute the Ecological USA data to any third party;
2. I agree to refer any requests by third parties for the Ecological USA data to the PHMSA Associate Administrator for Pipeline Safety or directly to NatureServe;
3. I agree to restrict access to the Ecological USA data to persons within my company/agency (including my contractors/consultants) for the purpose of integrity management planning or pipeline safety inspection activities for hazardous liquid pipelines in the area for which I am requesting the data;
4. I agree to not violate any terms in the Ecological USA Data User Agreement (the Agreement), and I acknowledge responsibility in conveying the Agreement to all persons to whom I provide access (including my contractors/consultants) for their adherence to all terms;
5. I agree to notify PHMSA in writing within 14 days of learning of any actual or potential violation of terms in the Agreement;
6. I agree to properly use the citation and warranty statement outlined in section XII of the Agreement;
7. I agree to properly mark and treat products created from this data as CUI, in compliance with terms outlined in section IV(e)(i) of the Agreement; and
8. I agree to not include the Ecological USA data on external web, tablet, or mobile applications or viewers.

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Excerpts from NatureServe Data License Agreement:

The Following text is a copy of section IV (LICENSE), IX (REQUIREMENTS OF DATA USERS), XI (OTHER AVAILABLE DATA AND RESOURCES), XII (CITATIONS AND WARRANTY STATEMENT) and Attachment A (Examples of Products Derived from Licensed Dataset that are Acceptable for External Publication) of the Data License Agreement between NatureServe and the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (Licensee), dated 9/28/2023.

IV. LICENSE

a. License Grant.

Subject to these Terms, NatureServe hereby grants to Licensee a nonexclusive, non-transferable, limited license to access and use the Licensed Dataset in furtherance of the Exempt Purposes and the Licensee's Agency Mission. Licensee shall not display, disseminate, or otherwise use the Licensed Dataset in any way that (i) is false or misleading; (ii) defames NatureServe; (iii) violates any law or regulation; (iv) mischaracterizes the relationship between Licensee and NatureServe (including but not limited to implying that Licensee is legally part of NatureServe); (v) conveys support or opposition to any candidate for public office; or (vi) otherwise jeopardizes the tax exemption of NatureServe.

b. No Sublicense.

Nothing in this Agreement shall be construed to authorize Licensee to sublicense, sell, trade, or otherwise convey any rights in or the Licensed Dataset to any third party.

c. Third Party Misuse of Intellectual Property.

Licensee shall promptly notify NatureServe in writing no more than thirty (30) days after learning of any actual or potential violation of this Agreement.

d. Prohibited Uses.

i. The Licensed Dataset, in whole or in part, is not to be distributed to or accessed by outside agencies, organizations, companies, or individuals that are not defined as Data Users within this Agreement without prior written consent of NatureServe. Requests received from outside organizations or individuals for copies of the Licensed Dataset, in whole or in part, in any format, should be directed to NatureServe's Products and Services Team:

ProductsandServices@natureserve.org (e-mail);
<https://www.natureserve.org/access-data> (website).

ii. Licensee agrees that it shall not use the Licensed Dataset in a manner other than what has been explicitly authorized under this Agreement.

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iii. Licensee and its Data Users may not make any portion of the Licensed Dataset available for access to, display to, or use by anyone who is not a Data User, or otherwise transfer the Licensed Dataset to anyone who is not a Data User, except as explicitly provided in Section IV(e) of this Agreement.

e. Permitted Uses.

i. Distribution to Data Users.

Licensee is permitted to distribute the Licensed Dataset, to (1) hazardous liquid operators to support integrity management planning, and to (2) PHMSA state partners who perform inspections for PHMSA under 60105 certifications or 60106 agreements, and to use the data internally, for purposes related to supporting PHMSA's Agency Mission.

The Licensee is permitted to display the Dissolved Eco USA feature class on protected web mapping applications for visibility to authenticated government official and pipeline operator PIMMA account holders.

Licensee may develop and share products derived from the Licensed Dataset, such as maps, reports, analyses, and assessments, with (1) hazardous liquid operators to support integrity management planning, and to (2) PHMSA state partners who perform inspections for PHMSA under 60105 certifications or 60106 agreements, and to use the data internally with Licensee's employees and contractors, for purposes related to supporting PHMSA's Agency Mission. All such data, documents, reports, maps or other products (in paper, hardcopy, electronic, or any formats) will be marked with an appropriate Controlled Unclassified Information (CUI) marking designating such products as confidential and proprietary information, unless such products display or describe species at geographic scales expressly defined as allowable for external parties in Attachment A and in Section IV.e.ii. below.

All PHMSA and non-PHMSA parties described in this Section IV.e.i. are collectively referred to as "Data Users."

ii. External Uses.

In the case where Licensee develops products that are derived from the Licensed Dataset and are to be shared with parties other than Data Users, Licensee shall ensure that all such products shared in any form present the data in a way that will not compromise any imperiled species. The following are the allowable formats for sharing with parties other than Data Users that NatureServe agrees will not compromise any imperiled species:

Groups of Species: Images that include the precise mapped locations or precise model outputs for Level 2 groups of species (see list of Level 2 groups below) can be shared externally at any scale or precision. If Licensee requires reporting on species groups not included below please contact NatureServe.

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LEVEL_2

- Vertebrates
- Mussels, Snails, & Other Molluscs
- Crayfish, Shrimp, & Other Crustaceans
- Insects - Bees
- Insects - Beetles
- Insects - Butterflies and Moths
- Insects - Caddisflies, Mayflies, and Stoneflies
- Insects - Damselflies and Dragonflies
- Insects - Flies
- Other Invertebrates - Terrestrial/Freshwater
- Invertebrates - Marine
- Vascular Plants - Ferns and relatives
- Vascular Plants - Conifers and relatives
- Vascular Plants - Flowering Plants
- Nonvascular Plants

Single Species: Images that include the precise mapped locations can be shared at a fixed scale of 1:5,000,000 or coarser scale, and if the scientific and common names, and other identifying information (e.g., species type) for the species, are excluded from the image it can be shared at any scale. Images of maps that display presence/absence of individual species at the scales of U.S. County, 8- digit Hydrologic Units can be shared.

Examples of allowable uses are shown in Attachment A.

iii. Additional Permitted Uses.

Upon expiration of the Agreement, Licensee shall be authorized to retain an archived copy of the Licensed Dataset and products derived from the Licensed Dataset to be used for reference by the Licensee to confirm and validate any decision made using the Licensed Dataset prior to its expiration and for purposes of complying with Licensee's obligations under the Federal Records Act, 44 U.S.C. ch. 31 and ch. 33, and the Geospatial Data Act of 2018 (Pub. L. 115-254). 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 <date of license expiration>".

Licensee may propose additional use(s) of Licensed Dataset to NatureServe in writing for review and approval, which will be granted or denied in the sole discretion of NatureServe. Nothing herein shall affect the Licensee's rights under FAR 52.243-1 Changes – Fixed Price (AUG 1987).

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IX. REQUIREMENTS OF DATA USERS

Licensee is responsible for ensuring that the Data Users are informed of Section IV of this License Agreement. Licensee is responsible for notifying NatureServe upon learning of actual or potential violations of this Agreement or the Eco USA Data Use Guidelines in accordance with Section IV.c. above.

XI. OTHER AVAILABLE DATA AND RESOURCES

NatureServe Network Programs are located in each U.S. and Canadian jurisdiction (states, provinces, territories, and the Navajo Nation), and employ staff that have expertise on the status and location of imperiled species and ecosystems occurring in their local jurisdiction. In addition, these Network Programs may have other data resources not available in the Licensed Dataset (e.g., migratory routes, observations for wide-ranging and widely distributed species, etc.), therefore NatureServe strongly recommends consulting with contributing Network Programs (<https://www.natureserve.org/ns-network-directory>) when making conservation management decisions, especially when they impact species or habitats at a local site.

XII. CITATIONS AND WARRANTY STATEMENT

Licensee agrees to use one of the following citations and warranty statement on all products, publications, and media announcements derived from the Licensed Dataset, whether for internal or external use.

a. Eco USA Data Citation:

NatureServe. YYYY. Eco USA Data Product Including NatureServe Network Biodiversity Location Data. NatureServe, Arlington, Virginia. NatureServe. YYYY.

b. Warranty Statement (included on data products as appropriate):

These data 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 data 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>.

ATTACHMENT A

Examples of Products Derived from Licensed Dataset that are Acceptable for External Publication.

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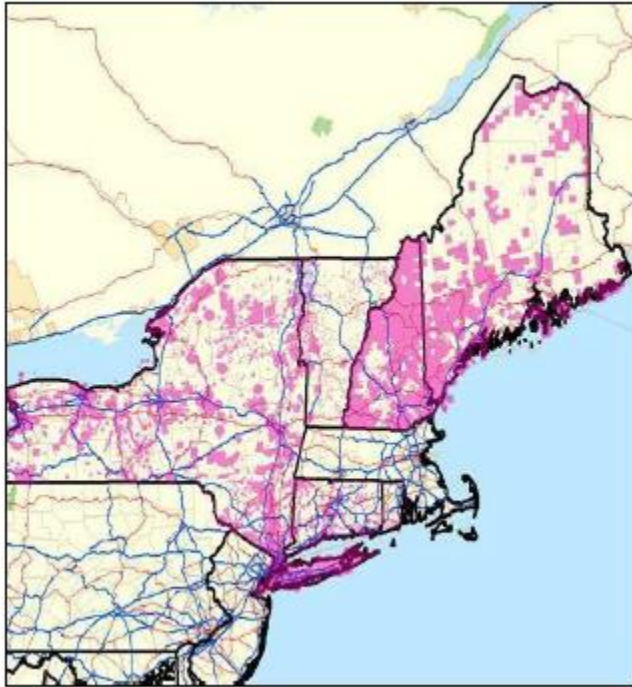
Restrictions on external publication are to help ensure that the presentation of the data will not compromise any imperiled species or ecosystems. More information on NatureServe's data use restriction terms can be found in this license agreement.

Examples of Precise Species Location Approved for non-Data User Use

The example 1 map below shows the precise locations of all species; however, it would be acceptable to display a single species at this scale (1:5,000,000) or coarser, too. In Example 2, the map depicts the number of U.S. federally listed or imperiled species in each county; it would also be acceptable to display the known presence of a single species at a county, watershed (8-digit Hydrologic Unit), or unit that is larger than or equal to 343 square miles in area.

In addition, it is acceptable to show a single or multiple-species map at more precise scales if the name of the species is excluded from the map image.

Example 1. Map of all species locations zoomed to 1:5,000,000 scale.



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Example 2. Known Federally Listed or Imperiled Bird Species Presence by County

