

**DATA USE AGREEMENT BETWEEN
OKLAHOMA NATURAL HERITAGE INVENTORY and (Client)**

This Data Use Agreement (“AGREEMENT”) is entered into by and between The Board of Regents of the University of Oklahoma (“UNIVERSITY”), a constitutional state entity of the State of Oklahoma, by and through the Oklahoma Natural Heritage Inventory (“ONHI”) maintaining its office at 111 East Chesapeake Street, Norman, Oklahoma, 73019.

The following terms and conditions shall exist regarding data provided by the Oklahoma Natural Heritage Inventory (ONHI) to *(Client)* at the request of *(client representatives name)* on *(mm/dd/yyyy [date of request])*.

I. TERMS OF DATA USE AGREEMENT

This agreement shall commence on *(mm/dd/yyyy or upon delivery)* and shall expire on *(mm/dd/yyyy)*.

II. DATA COVERED BY THIS LICENSE AGREEMENT

The *(client)* organization understands that:

1. The ONHI database is composed of data from museum specimens, published and unpublished scientific literature, field surveys, and knowledgeable individuals. We actively solicit and encourage additions, corrections, updates, new observations or collections, as well as comments on any of the data that we provide.
2. ONHI staff and contractors do not cross or survey privately owned lands without the expressed permission from the landowner. However, we cannot guarantee that information provided to us by others was obtained following the same rules.
3. The ONHI database does not represent an exhaustive or comprehensive inventory for rare species or Federally listed Threatened or Endangered species. ONHI cannot guarantee the continued presence nor the absence of a species that the ONHI database indicates is in or near

a given area. Therefore, ONHI strongly urges data users to verify, through field surveys by knowledgeable biologists, the presence or absence of sensitive species in an area.

4. The ONHI makes no warranties as to the completeness and accuracy of the data presented.
5. Data are regularly added and/or edited in ONHI database. Data users are advised to procure data updates at regular intervals, between six months to one year, depending upon the project.
6. ONHI staff will make itself available to the (*client*) on a limited basis, and at ONHI's sole discretion, for advisement on the technical aspects of the data provided.
7. The following citation format is suggested for the ONHI database:

Oklahoma Natural Heritage Inventory. (year accessed). Oklahoma Biodiversity Information System. Norman, OK. USA. Available URL HERE. (Accessed: DATE HERE)

III. DATA USE

The (*client*) agrees to the following:

1. The data provided by the ONHI will not be duplicated in any hard copy or digital form with the intent to distribute or sell to third parties. Such actions are prohibited without written consent by the ONHI. Individuals or entities outside of the (*client*) organization that desire data should be directed to the ONHI.
2. Because of the sensitive nature of ONHI data, data indicating precise location(s) of sensitive species will not be released, in any digital or hardcopy format, to the public or to other parties, without express permission, in written form, of the ONHI.
3. Data may be generally summarized in reports, papers, and publications prepared by the (*client*) organization in accordance with the above directives. If such materials are prepared, ONHI must be acknowledged for contribution of data. Likewise, if ONHI GIS/graphical elements are used in the preparation of maps and other graphical portrayals, ONHI must be acknowledged as the source of those data/elements. **Under no circumstances should site-specific location information be provided to third parties, published, or otherwise distributed in any way without written permission from ONHI.**

4. ONHI will not be held liable for any harm that may come to a sensitive species based on misuse, intentional or otherwise, of ONHI data by the user.
5. CLIENT agrees to indemnify ONHI and University, its Regents, officers, directors, employees, students, agents, and representatives and hold it/them harmless from any action, claim or liability resulting from this AGREEMENT, including without limitation, liability for death, personal injury, or property damages arising directly or indirectly from CLIENT's possession, distribution, publication, or otherwise use of DATA provided by ONHI under this AGREEMENT.
6. This AGREEMENT shall be binding on the heirs, successors, and assigns of the parties hereto.
7. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, and any claims or dispute arising out of this AGREEMENT shall be resolved by a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.
8. This AGREEMENT may be terminated at any time with thirty (30) days written notice by either party. Alternatively, if either party commits any material breach of any of the terms or conditions of this AGREEMENT, and fails to remedy such breach or default within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option, terminate this AGREEMENT by sending written notice of termination to the other party, and such termination shall be effective as of the date of the receipt of such notice.
9. This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, all prior understandings relating thereto being merged herein.
10. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not enter or purport to enter any contract, warranty, or representation as to any matter on behalf of the other party. Neither party shall be bound by the acts or conduct of the other party.

The Oklahoma Natural Heritage Inventory agrees to the following:

1. ONHI will provide a GIS dataset consisting of species data where permission from land owner/managers has been granted.

Data Licenses

(Client) is authorized to use the data for the timeframe listed above from the signature date below per the stipulations in the above data use agreement.

I have read and understand the terms of this Data Use Agreement and will ensure that the data are used according to the terms of the Agreement.

CLIENT

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Organization: _____

Oklahoma Natural Heritage Inventory

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Organization: _____

Please return this signed document to:

Attn: Information Manager

Oklahoma Natural Heritage Inventory

Norman, OK 73019

Phone: (405) 325-1985

Fax: (405) 325-7702

Web: <http://www.oknaturalheritage.ou.edu/>