

*The purpose of this document is to provide guidance for individuals requesting datasets that are not available for download from the [Natural Solutions Toolkit](#) decision support system which includes [Mapping Ocean Wealth](#) and [Coastal Resilience](#). Data not available for download through the website may have higher levels of uncertainty, sensitivity, or complexity, calling for more limited distribution. Individuals or organizations requesting datasets will be asked to provide details about the intended use of the data and to return a signed version of this agreement.*

Data Request – All parties requesting data will provide the following information

- Organization name, contact person, and contact information (phone and email)
- Project name and project duration (including termination date)
- Brief project description (may provide scope of work, if available)
- Purpose/intended use of data, including project outputs and ways project outputs will be distributed (e.g., reports, maps, online mapping portals)

Data Sharing Agreement

A. Requestor assumes all responsibility for the use of these data. Requestor agrees to hold harmless, release and discharge The Nature Conservancy (TNC) and contributing partners from and against any loss, liability, claim or damage arising from or related to (i) Requestor's use of the data; and/or (ii) any error, omission, positional inaccuracy, or temporal inaccuracy of the data.

B. TNC reserves all rights in the data provided. All data are intended to be a general information resource and are provided solely on an "AS IS" and "AS AVAILABLE" basis. The requestor is encouraged to confirm the information contained herein. TNC's publication of the Content on its website is not a warranty or guarantee of the quality or availability of any goods or services. It is strongly recommended that the requestor pay careful attention to the contents of the metadata file associated with these data. In using these data, the requestor agrees to recognize that the analysis and interpretation of these data requires a full understanding of what TNC data represent and the limitations inherent within that context. The requestor should be aware of possible errors in the data and qualify their interpretation of any results accordingly.

C. Use of these data is only by permission of TNC. These data may not be released, disclosed, sold, sublicensed or otherwise transferred to any other individual, entity or agency without the prior express written approval of TNC. These data are provided for the purpose and use stated in above only, and may not be used for any other purpose, now or in the future, without prior express written consent from TNC. Specifically, the data shall be used only by requestor and its employees who have a need to use such data solely for non-commercial, non-profit purposes. Any distribution, third party use or offering for use, publication, loan, copying, or modification of the data, in whole or in part, is prohibited without the prior express written approval of TNC.

The use of these data to produce other products and services with the intent to make a profit is prohibited without prior express written consent from TNC.

D. Upon expiration of the Project, this License shall terminate (except that Section A shall survive termination). TNC shall have the right to terminate this License Agreement in the event it discovers or determines that (i) this License Agreement violates any applicable laws or regulations, or breaches or exceeds the scope of any agreement to which it is a party; (ii) it did not have the rights necessary to enter into this License Agreement; and/or immediately in TNC's sole discretion upon written notice. Upon expiration of the Project, future uses of the data will require express written consent from TNC. TNC reserves the right, after termination or expiration of this License Agreement, to require Requestor to, within 30 days of written request, return all data to TNC, and/or destroy any copies of the data in its possession or control (including hardcopies, electronic copies, and copies maintained on digital media such as CDs and DVDs) and provide reasonable evidence of same.

E. Requestor shall provide proper attribution to TNC and partners when data are shared or presented in a manner consistent with the purpose and use stated in the data request. Publications, reports, websites and other public materials will be shared with TNC in pre-final form for review, edit, and approval.

F. The Requestor must inform all parties receiving these data of these restrictions; it is the responsibility of the Requestor to ensure any such parties are so informed. The Requestor and all subsequent users shall acknowledge TNC as data contributors to any reports or other products derived from these data.