

**JOHN BEL EDWARDS
GOVERNOR**



**JACK MONToucET
SECRETARY**

PO BOX 98000 | BATON ROUGE LA | 70898

**SCOPE OF SERVICES
DATA UTILIZATION AGREEMENT**

The parties to this Agreement, USFWS and the Louisiana Department of Wildlife and Fisheries' Wildlife Diversity Program (WDP), do agree that the WDP shall provide to USFWS information on the occurrence of the Alabama Hickorynut (*Obovaria unicolor*) in Louisiana.

The WDP agrees to provide to USFWS a copy of the locations of all WDP Element Occurrences of Alabama Hickorynut in Louisiana in ESRI shapefile format and/or in tabular form. USFWS will be waived of all fees to the WDP for use of the data under terms of this Data Utilization Agreement. The WDP cannot provide any data from lands on which we have agreements with landowners not to divulge the information to a third party.

This agreement allows USFWS to use WDP records to assist in the Species Status Assessment for the Alabama Hickorynut. The data provided by the WDP may not be used for any other reason except for that stated above. The WDP retains complete ownership of said data and records. USFWS staff using WDP data must be properly trained in the use, digital or otherwise, of the data and must review all metadata provided by the WDP.

Encryption shall be utilized for the transport and storage of shared Confidential and Restricted data in accordance with the State Information Security Policy. Furthermore, both parties agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data supplied by WDP and to prevent unauthorized use of or access to it. Any suspected, attempted, or successful breach of security must be reported to all parties and the OTS Information Security Team (IST) as soon as practical, but no later than forty-eight (48) hours after the event. Notify the IST by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

Digital and hard copy files of WDP data shall not be used for any other projects, and USFWS shall not release any copy of WDP data files to another party. Additionally, USFWS hereby agrees that it will not provide copies, paper or electronic, of WDP data to any other party, or publish WDP data in any form without written consent of the WDP Program Manager. Information provided by this database may not be published without prior written notification to and approval from the WDP Program Manager, and the WDP must be credited as an information source in these publications.

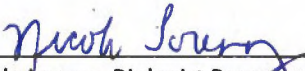
Any maps or plats generated by USFWS using information provided by the WDP shall be stamped or watermarked "FOR INTERNAL USE ONLY," will reference the WDP in the legend as the source of the data, and will include a date for reference. No maps may display site-specific geographic positions (e.g., GPS coordinates) of the WDP data. All text generated by USFWS using information provided by the WDP shall reference the WDP as the source of the data and shall not include any site-specific geographic position of any WDP data.

The quantity and quality of data collected by the WDP are dependent on the research and observations of many individuals. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in Louisiana have not been surveyed. The WDP database represents a compilation of information extracted from published and unpublished literature, museums and herbaria, field surveys, personal communications, and other sources. Records for new occurrences of plants and animals are continuously being added to the database, and other occurrence

records may change as new information is gathered. For this reason, USFWS is authorized to use these data for a six-month period ending June 30, 2023. At the end of that term, USFWS may enter into another data utilization agreement with the WDP or shall delete any and all computerized files containing WDP data.

For these reasons, the WDP cannot provide a definitive statement on the presence, or absence, or condition of biological elements in any part of Louisiana. WDP reports summarize the existing information known to the WDP at the time of the request regarding the biological element or locations in question. They should never be regarded as final statements on the elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments.

The WDP and the State of Louisiana shall not be liable for any damages or loss whatsoever, to any person or legal entity, or property resulting from the use of the data specified here. USFWS and/or any person or legal entity which receives said information from USFWS agrees to indemnify and hold harmless the WDP and the State of Louisiana from and against any and all claims, demands, and causes of action of any description in favor of any person for damage or loss whatsoever to persons, legal entities, or property arising from the use of the data specified herein and/or any person or legal entity which receives said information from USFWS.



Nicole Lorenz, Biologist Program Manager, WDP

01/20/2023

Date

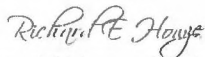
JENNA KING

Digitally signed by JENNA KING
Date: 2022.12.22 10:25:30
-06'00'

Jenna King, USFWS

Date

The Division of Administration, Office of Technology Services, as information technology services provider for the Louisiana Department of Wildlife and Fisheries, hereby acknowledges the confidentiality and safeguarding requirements contained in this data sharing agreement and agrees to be bound by same.



Richard "Dickie" Howze, State Chief Information Officer

12/28/2022

Date