

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

Name of recipient (contact person):	<b>Kevin Nyhan, Administrator, Bureau of Environment</b>
Affiliation:	<b>New Hampshire - Department of Transportation</b>
Project name:	<b>New Hampshire - Natural Heritage Bureau - Data Layer for Non-Permit Projects - FY 2022</b>
Contact information (e-mail, phone):	<b>Kevin.T.Nyhan@dot.nh.gov, (603) 271-3226 Amy.W.Rook@dot.nh.gov, Rebecca.A.Martin@dot.nh.gov</b>
Project description, including proposed use of NHNHB data:	
<p>1) A screening layer indicating buffered NHDOT roadway segments that require review. The screening layer buffer is generally 60' in each direction from the roadway centerline, though there are certain wildlife species that require an extended review buffer.</p> <p>2) For plant species and exemplary natural communities/exemplary natural community systems: a shapefile including precise mapped location, element name, listing status, occurrence mapping precision, and year last observed for records within the screening layer buffer. Species considered "sensitive" by NHB are identified only to taxonomic group.</p> <p>3) For animal species: a shapefile including precise mapped location, element name, listing status; occurrence mapping precision and year last observed for records within the screening layer buffer. Species considered "sensitive" by NHFG are identified only to taxonomic group.</p> <p>4) For Northern Long-Eared Bats - 2 shapefiles indicating buffered roadway segments that are within 1) 0.5 mile and 2) 0.25 mile of hibernacula or roost tree records.</p> <p>Only projects that meet the following criteria can be reviewed using the NHB-provided GIS Screening Layer:</p> <ul style="list-style-type: none"> <li>• All construction and staging activities are either located within 15 feet of the edge of pavement, located only on paved or gravel surfaces, or in mowed areas.</li> <li>• All work is within the existing State right-of-way</li> <li>• Neither a wetlands permit nor a notification is required</li> <li>• Only drainage work that is in-kind/replacement with no wetland permitting is included in project</li> <li>• Coverage under the CGP is not required</li> <li>• There is no change in footprint of the pavement</li> </ul> <p>The cost of the license under this agreement (based on fees described in section b, including processing time, and current available NHDOT Roads shapefile &amp; NHB database) is \$3089.50. A discount of 50% is available to state agencies, which would reduce the cost to \$1544.75.</p>	

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 animal species.

Geographic area:	<b>State and Federal Roads in NH (based on a subset provided to NHB by NHDOT)</b> Please provide a GIS shapefile whenever possible. Include the file name here: _____
Dates:	<input checked="" type="checkbox"/> Last seen within 20 years (species) or 40 years (communities and systems) <input type="checkbox"/> All dates

Elements <sup>1</sup> :	<input checked="" type="checkbox"/> Plants <input checked="" type="checkbox"/> Animals	<input checked="" type="checkbox"/> Natural Communities <input checked="" type="checkbox"/> Ecological Systems
Element-level attributes <sup>1</sup> :	<input checked="" type="checkbox"/> Taxonomic Group; T or E status (US, NH); Global and State rarity <input checked="" type="checkbox"/> Element name	
Occurrence-level attributes <sup>2</sup> :	<input checked="" type="checkbox"/> Year last observed; Mapping precision; Viability rank <input checked="" type="checkbox"/> Survey site name; Habitat type; Sensitive flag <input type="checkbox"/> Directions; Size and condition; Habitat description	
Notes:	<b>Please note: certain fields have been redacted for sensitive species.</b>	

<sup>1</sup> 'Elements' refers to elements of biodiversity, including species, natural communities, and ecological systems.

<sup>2</sup> 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:

<b>NHDOT Bureau of Environment Staff</b>
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*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. 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. They must be deleted from temporary storage locations as soon as the transfer is completed.
3. Any products derived from the data provided in this release (e.g., publications, reports or maps) *that are made available to anyone other than staff of the signatories to this agreement* 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. 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.).

4. 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.
5. 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 as provided by NHNHB.
6. 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, will be made only with prior expressed, written consent of the NHNHB and in accordance with **NH RSA 217-A**.
7. 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.

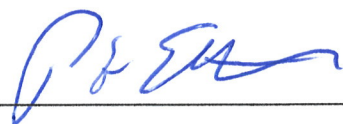
**The recipient also acknowledges that:**

- 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 \$0.50 per record for "fuzzed" data (only approximate location provided). Best-available location data are \$10 per record for federally listed species with precise location, \$5 per record for federally listed species with general location, \$2 per record for state listed species with precise location, and \$0.50 per record for state listed species with general location. 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 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.
- 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 animal 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 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.  
[NHBdatamanager@dncr.nh.gov](mailto:NHBdatamanager@dncr.nh.gov) or (603) 271-2823.

Questions regarding wildlife species data should be directed to: Melissa Doperalski, Certified Wildlife Biologist, Nongame & Endangered Species, NH Fish & Game Department, Concord, NH 03301 at  
[Melissa.Doperalski@wildlife.nh.gov](mailto:Melissa.Doperalski@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 have read and agree to the Terms and Conditions of this Agreement.

Signature: \_\_\_\_\_  


Date: 11/27/2022

Name: Peter K. Stannus  
DIRECTOR OF PROJECT DEVELOPMENT

Address to send invoice to:

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