



Data Release Agreement

VA Dept. of Wildlife Resources

7870 Villa Park Dr., Henrico, VA 23228

804-367-1000

Wildlife Information Services Geographic Information Services

October 20, 2022

A. Conditions of Release

Data provided by the Virginia Department of Wildlife Resources (DWR) are only to be used for the project for which they were requested and may not be released to any other party without the DWR's written consent. Data released per this agreement may not be integrated into any dataset or data layer managed by any entity other than DWR; may not be provided to anyone external to those represented by the agreement signatory via any means including web-accessible or online services; and may not be housed on public-facing servers or systems accessible to users external to DWR or those in the organization represented by the agreement signatory.

In addition to data collected by DWR staff and its partners which may be packaged for and received by a data requestor one time or as needed for a project or paper, DWR maintains an information service call the Wildlife Environmental Review Map Service (WERMS), that serves out data about wildlife and designated resources managed by DWR's Wildlife Information and Environmental Services (WIES) and Geographic Information Services (GIS) Sections and which are typically used for environmental reviews, project scoping, and/or preparation of environmental documents. If WERMS is the mechanism by which data will be received, the signatory to this agreement is responsible for ensuring that queries and/or downloads from WERMS are conducted in a timely manner and that if continual data downloads or extractions from WERMS are planned, they occur at least every 4 months. WERMS access instructions, usernames, and/or passwords will not be provided to anyone outside of the organization represented by the agreement signatory without first obtaining written permission from DWR. Any WERMS password changes will be provided to users of active WERMS subscriptions. The agreement signatory agree to fully identify any individuals with use of and access to DWR information services using the user-ids and passwords assigned via this agreement. DWR agrees to provide documentation and reasonable helpdesk support for access to the information services, as needed. DWR retains the right to terminate access to the information services for violations of any of the preceding terms and provisions or other inappropriate use of these data.

Responses to any Virginia Freedom of Information Act (FOIA; Code of VA §2.2-3700-3714) requests for any data released per this agreement will refer the requestor to DWR, the data-owning agency, for any potential data release. Site-specific locations of rare animals and communities are excluded from application of Virginia's FOIA; such information as was provided by DWR pursuant to this Data Release and Use Agreement may not be provided to anyone outside of DWR without written consent from DWR.

Any products resulting from the data project(s) that were derived using DWR data in publications, either digital or hardcopy, require proper citation, as indicated below, and display of the owner

Agency's logo and the following statement: "Data provided through cooperative agreement with DWR. For more information about these data please contact the data manager" followed by their contact information.

*Virginia Department of Wildlife Resources, Wildlife Information and Environmental Services
(or GIS for WERMS): <Dataset name>. <month, year>. Henrico.*

DWR may withdraw from this agreement if any of the above conditions are violated, and such withdrawal will render this agreement null and void, where all copies of the data received from the owner-Agency shall no longer be used.

B. Disclaimer of Liability

Neither the DWR nor the contributors of data to DWR shall be held liable for any improper or incorrect use or application of the data provided, and assume no responsibility for the use or application of the data or information derived from interpretation of the data. In no event shall the DWR or its collaborators be liable for any direct, indirect, or incidental damages arising from the use or application of these data. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, defect, delay in operation or transmission, computer virus, alteration, use, application, analysis, or interpretation of data.

C. Disclaimer of Accuracy of Data

No warranty, expressed or implied, is made regarding the accuracy, adequacy, completeness, reliability, or usefulness of any data provided. These data are provided on an "as is" basis. All warranties of any kind, express or implied, including but not limited to fitness for a particular use, freedom from computer viruses, and non-infringement of proprietary rights, are disclaimed. Data are added and changed periodically, and data may become out-of-date quickly. It is required that the user request an update every 6 months.

Data Request Made by: (please print)

Name/Title:

Organization:

E-mail Address:

Phone Number:

Is this a request to obtain data via WERMS? ____yes ____no

Please clearly identify which data you are requesting (including desired species, geographic range, presence/absence, date range, etc.). Also, provide a brief description of your project, clearly explaining how you will use these data and how DWR will be acknowledged:

Signature of Data Requestor **Date**

Signature of Data Requestor (if more than one requestor) **Date**

For questions about this agreement, please contact:

Susan Watson (susan.watson@dwr.virginia.gov)

Tim Owen (tim.owen@dwr.virginia.gov)

GIS Group (gis@dwr.virginia.gov)

.....For DWR Use Only.....

WERMS Account

Date Received: _____ Date Access Established: _____

Assigned Login Name: _____ Assigned Password: _____

Approved by: _____ Level: _____

Comments: _____