**Section 4020.310 Data Use and Limitations**

a) Natural heritage data is non-transferable and cannot be provided to third parties. Any and all requests for data access from third parties shall be directed to the NHD Program by the licensee. Licensees, such as consultants or subcontractors, may not provide natural heritage data to third parties, such as a client or contractor. If the third party needs the natural heritage data for a project, the third party must also pay the fee and sign a Data License Agreement.

b) The accuracy of this data is time-limited as the NHD is updated on a daily to quarterly basis. Licensees are encouraged to get data updates.

c) If the licensee is a governmental or private entity, the licensee shall ensure that access to the data is limited to those individuals within the entity who require access to the data for the stated project and purpose of the Data Licensing Agreement. The licensee is responsible for ensuring that all such individuals understand and adhere to the terms of the Data Licensing Agreement.

d) Release of precise species locations may threaten natural heritage resources. Licensees shall take reasonable precautions to ensure the confidentiality of T&E species locations. When precise locations need to be displayed in publicly-accessible documents or websites, species location should be generalized or displayed without species' names when possible.

e) Licensees must provide the NHD Program with any T&E species information that is collected during the term of the Data Licensing Agreement so as to keep the natural heritage database current. This information includes species location, date observed, names of observers, and number observed.

f) Licensees shall identify the "Illinois Department of Natural Resources, Illinois Nature Preserves Commission, Illinois Endangered Species Protection Board, and Natural Heritage Database" as the data source on any map or publication and shall include the release date of the data.

g) Natural heritage data is provided for planning and assessment purposes only. Receipt of the data does not constitute Department, Commission or Board review or authorization of any proposed project and does not exempt the licensee from securing necessary permits and approvals from the Department, Commission, Board or other regulatory agency.

h) Data maintained by the NHD Program is gained from the best and most recent information available and undergoes quality control and quality assurance. Because environmental conditions change daily, the NHD Program cannot provide a conclusive statement on the presence, absence or condition of significant natural features identified in the NHD and can only summarize the information known at the time of each agreement. An executed Data Licensing Agreement shall not constitute Department, Commission or Board validation of the Licensee's interpretation of the data.

i) The natural heritage data being provided constitutes a representation of the more extensive information available in manual and electronic files.