5.11 License
NGA will have the following specific data rights: non-exclusive, irrevocable, perpetual, non-transferable rights with respect to HSIP data. NGA will have unrestricted right to access, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, or disclose the HSIP data in executing NGA's homeland security mission and the right to provide the data with these same rights to other Federal Government users and their contractors supporting the homeland security mission, to National Guard Bureau units supporting homeland security missions, to our Canadian government partners, and to non-Federal agencies in Presidentially declared emergency situations (as defined by section 5.12 of this Statement of Work (SOW).

5.12 HSIP Base License Requirement(s): The base year license will include Paragraphs 5.12.1, 5.12.2, 5.12.3, and 5.12.4.

5.12.1 United States Federal Government License
All of the data (base data and required updates) shall be provided with a United States Federal Government license, to include the unrestricted right to access, modify, reproduce, release, perform, display, distribute and/or otherwise use the data by all agencies and offices of the Federal Government and its contractors (for Government purposes), to include the National Guard Bureau units supporting Homeland Security missions. Derivative products created from the dataset will be releasable to mission partners.

5.12.2 Designated State Government Partners License
The same license rights detailed in paragraph 5.12.1 will be extended to the following state government agencies and any others designated by DHS:

a) State Fusion Centers,
b) State Emergency Operations Centers (EOCs),
c) State GIS Coordinators,
d) State National Guard Joint Operations Centers, and
e) State Emergency Management Coordinators.

The data will be released via DHS coordination. These rights include the unrestricted right to access, modify, reproduce, perform, display, and/or otherwise use the data.
5.12.3 Canadian Government Partners License
The same license rights detailed in paragraph 5.12.1 will be extended to include NGA Canadian Government partners* involved in the Cross Border Infrastructure Program (CBIP), a Canada-US (CANUS) data-sharing program developed to ensure a coordinated response to CANUS geospatial requirements in support of Homeland Security and related activities. These rights include the unrestricted right to access, modify, reproduce, release, perform, display, distribute and/or otherwise use the data.

* Includes, but is not restricted to, National Resources Canada, the Department of National Defense, and the Canadian Ministry of Public Safety. This license does not allow release of the data to provincial or local Canadian authorities. Derivative products created from the dataset will be releasable to mission partners.

5.12.4 Non-Federal** Emergency Data Release License
During the time of a presidentially declared national emergency or crisis, non-Federal** governmental disaster/emergency response agencies and/or personnel supporting the Homeland Security mission will have the full license for the North American portion of this data as detailed in paragraph 5.12.1. These rights include the unrestricted right to access, use, modify, reproduce, release, perform, display, distribute and create derivative products from the data (derivative products will be hardcopy or raster products without database characteristics and may be released to any NGA mission partner). These license rights would exist only for the duration of the specific event or disaster, as well as throughout all pre- and post-event preparatory or wrap-up phases directly associated with the event or disaster.

**The designated lead federal agency will determine which non-Federal agencies receive access to this data under presidentially declared national emergencies or crises. Derivative products created from the dataset will be releasable to mission partners.