

HIFLD Transportation Data License effective as of January 31, 2020

6.1.10.1 HIFLD Transportation Data Base Licenses: NGA will have the following specific data rights: non-exclusive, irrevocable, perpetual, non-transferable rights with respect to HIFLD data. NGA will have the unrestricted right to access, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, disclose, and/or otherwise use the data in executing NGA's homeland security mission. NGA will also have the right to provide the data with these same rights to other Mission Partners supporting the Homeland Security mission included in the base license and any optional licenses that NGA purchases. NGA and Mission Partners with a license to use the data will have the right to make the data available to other licensed Mission Partners via web services, web-based viewers, or applications (one example of this would be NGA's internal read-only web-map service, defined as Map of the World. The license is not limited to this example alone).

6.1.10.2 HIFLD Base Licenses: Details are provided in the following 5 subparagraphs:

6.1.10.2.1 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, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, disclose, 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.

6.1.10.2.2 Designated State Government Partners License

The same license rights detailed in paragraph 6.1.10.2.1 will be extended to any DHS-designated state government agencies and their contractors (for government purposes) to satisfy a Homeland Security mission. These agencies include, but are not limited to the following: 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, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, disclose, and/or otherwise use the data. Derivative products created from the dataset will be releasable to mission partners.

6.1.10.2.3 Non-Federal Emergency Data Release License

During the time of a presidentially-declared national emergency or crisis, non-Federal governmental disaster/emergency response agencies, including their contractors (for government purposes) 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 6.1.10.2.1. These rights include the unrestricted right to access, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, disclose, and/or otherwise use the data. Derivative products will be hardcopy or raster products without database characteristics and may be released to any Federal or non-Federal governmental 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.

6.1.10.2.4 Canadian Government Partners License Option

The same license rights detailed in paragraph 6.1.10.2.1 will be extended to include NGA Canadian Government partners and their contractors to ensure a coordinated response to shared US/Canadian geospatial requirements in support of Homeland Security and related activities. NGA must approve specific contractor access prior to executing this license. These rights include the unrestricted right to access, use, copy, modify, reproduce, release, distribute, perform, display, prepare derivative works, disclose, and/or otherwise use the data. NGA Canadian Government partners include, but are 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.

6.1.10.2.5 Quinquupartite Countries Data Release Option

If exercised, this license option will allow release of the data to Canada, Great Britain, Australia, and New Zealand (these countries, along with the United States, are collectively described as the Quinquupartite Countries) and their contractors (NGA must approve specific contractor access prior to executing this license option) during the onset of specific, major planned events (e.g., the 2010 Vancouver Olympics) or unforeseen natural or man-made disasters requiring support from some or all of these mission partner countries. The license rights for this option will 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. Derivative products created from the dataset will be releasable to mission partners.