

LIGHT BOX Parcel License for 2020 Data

8.1 Base License: HIFLD Parcel Content

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 and Homeland Defense (HLS/HD) mission.

NGA will also have the right to provide the data with these same rights (as mentioned above) to other Mission Partners supporting HLS/HD missions 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 (examples of this would be NGA's internal read-only web-map service, defined as Map of the World and the HIFLD secure web portal maintained by the Department of Homeland Security (DHS)). The license is not limited to these examples alone. The HIFLD Content Parcel Geodatabase license requirements are summarized in Tables 4, 5, and 6 for the base year, option year one (1) and option year two (2) respectively. The license terms in this SOW will take precedence and prevail over any additional terms, conditions, or licenses provided by the prime vendor and/or any sub-vendors.

Homeland Security (HLS) is defined as “a concerted national effort to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards where American interests, aspirations, and way of life can thrive” (Quadrennial Homeland Security Review, Department of Homeland Security, February, 2010). Homeland Security incorporates National Preparedness – Prevention, Protection, Mitigation, Response and Recovery (NP-PPMR&R) missions as defined as a series of integrated national planning frameworks, covering prevention, protection, mitigation, response, and recovery, that are coordinated under a unified system, all of which are focused on promoting homeland security, as prescribed in Presidential Policy Directives 8 and 21 and in other supporting federal documents.

Homeland Defense (HD) is defined as “the protection of United States sovereignty, territory, domestic population, and critical infrastructure against external threats and aggression, or other threats as directed by the President” (Joint Publication 3-27, Homeland Defense, Joint Chiefs of Staff, 29 July 2013).

HIFLD Base License Requirements include the following and details are provided in the following subparagraphs:

8.1.1 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 vendors (for government purposes), to include the National Guard Bureau units, supporting HLS/HD missions.

8.1.2 State Government Partners License

The same license rights detailed in paragraph 8.1.1 will be extended to all U.S. State government agencies and offices, and their vendors (for government purposes), supporting HLS/HD missions.

8.1.3 Non-Federal Emergency Data Release License

The same license rights detailed in paragraph 8.1.1 will be extended to non-Federal governmental disaster/emergency response agencies and offices, and their vendors (for government purposes), and/or personnel supporting HLS/HD missions during the time of a presidentially-declared national emergency or crisis. 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.

8.1.4 Quinquartite Countries Data Release License

The same license rights detailed in paragraph 8.1.1 will be extended to Canada, Great Britain, Australia, and New Zealand (these countries, along with the United States, are collectively described as the Quinquartite Countries), and their vendors (NGA must approve specific vendor access prior to data being released to said vendor), during the onset of HLS/HD missions such as: 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.

8.1.5 License to share Derived Products publically with Mission Partners

NGA and NGA's Mission Partners (to include federal, state, local, tribal, and territorial governments and supporting contractors/partners with a Homeland Security or Homeland Defense (HLS/HD) mission) with a license to use the data, will have the right to support Homeland Security and Homeland Defense Missions (HLS/HD) by publically sharing, creating and/ or publishing derivative works with Mission Partners supporting HLS/HD missions. These derivative works will incorporate a small subset of the parcel geometry content and/or its attribution, (e.g. an unique, value-added dataset or static document that includes parcel data as one of multiple inputs), under the conditions that:

- a) derivative works cannot be reverse-engineered to recreate the parcel data in its original form and entirety and,
- b) derivative works would not be used, (have the same extent of utility) as a replacement for the original parcel data in its entirety.
- c) a subset of parcel data will not be combined with other data subject to an open database license unless permission is granted by the vendor.

d) the vendor will be given written credit for any parcel data included in a derived product (either in the metadata of a derived dataset or in the margin of a static product).

For example, Mission Partners could create a derived product dataset, (ex. over counties affected by a hurricane), that utilizes a parcel vendor's occupancy type attribute, and conflates them with building outline geometries produced by another Mission Partner.

8.2 HIFLD Optional License Requirement Details are provided in the following subparagraph:

8.2.1 HIFLD Data Disclosure and Release License during Non-Emergency to Local, Territorial, and Tribal Government Option

The same license rights detailed in paragraph 8.1.1 will be extended to U.S. local, territorial, and tribal government agencies and offices, and their vendors (for government purposes), supporting HLS/ HD missions.