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## USA-NPN Website Terms of Use

Version 1.1, Approved and posted December 7, 2011.

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#### Introduction

Your use of this USA-NPN Website ("Site") or any of the information, products, or services offered on this Site (collectively, the "Services") is subject to these Terms of Use (these "Terms"). We may modify these Terms at any time without prior notice to you by posting revised Terms on this Site. Your use of this Site constitutes your binding acceptance of these Terms, including any modifications.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

You understand and agree that you must be over the age of thirteen (13) to subscribe to our mailing list and register with the USA-NPN. Remember that any contact information provided by you will be used only for e-mail announcements and mailings from USA-NPN. The number and content of announcements and mailings e-mailed by USA-NPN to you will be kept to a minimum. If at any time you wish to remove yourself from the USA-NPN mailing list, you may do so by using the footer link in any e-mail you received from the USA-NPN.

You understand and agree that the Services of this Site may include communications such as service announcements and administrative messages from the operator or from other entities authorized to make such communications from the Site, and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages as long as you continue to use the Site. These types of

communications are not intended to include advertisements, and this Site is not to be used for the purpose of generating mass distribution of e-mails ("spam"). Because operation of the Site involves the assignment of roles to users that will govern their level of use and access to various portions of the Site, users can not opt out of receiving information, directions, and instructions regarding announcements and administrative messages from the Site.

The operator of the Site is the National Coordinating Office (NCO) of the USA National Phenology Network (USA-NPN), and can be reached at [nco@usanpn.org](mailto:nco@usanpn.org). The NCO is funded and operated through a cooperative agreement between the United States Geological Service (USGS), and the University of Arizona. The office is located at USA-NPN National Coordinating Office, Office of Arid Lands Studies, University of Arizona, 1955 East Sixth Street, Tucson, AZ 85721.

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### Content on the Site

The Site includes content that is created by various contributors to the Site. All materials published on the Site, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and animation, are protected by copyrights or trademarks. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on the Site in whole or in part, except for your own personal use, or for the purposes for which the Site is established (such as dissemination of phenological data and information). For more information on the activities and mission of the USA-NPN and the Site, see <http://www.usanpn.org/about>. Please click [[USA-NPN DATA USE POLICY](#)] for the full content of the policy regarding the use of downloaded USA-NPN data. The use of any material or content from the Site in a presentation or technical documentation must include an appropriate reference (i.e., source: URL address), and proper attribution of authorship. Please click [[USA-NPN DATA ATTRIBUTION POLICY](#)] for the full content of the policy regarding the citation and publication of USA-NPN data.

The Site contains content that is provided by the operator, the sponsor, and third parties. Neither the operator nor the sponsor of the Site guarantees the accuracy, integrity, or quality of the content on the Site. The operator of the Site retains the right, but not the obligation, to remove any content that may violate these Terms or that is otherwise objectionable.

Portions of the Site are viewable on the Internet by the public. However, the Site does not allow the public at large to make contributions of content to the Site. Access to other (non-public) portions of the Site is available only for users who complete a registration process and create a unique username and password. The level of access available to any user receiving a username and password will depend upon the role of each user. A user may have multiple roles, including contributor and observer. The operator of the Site reserves the right to impose requirements and conditions applicable to the assignment of roles, and to set or modify the level(s) of access for each role.

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### Your Content Contributed to the Site

Any material, including but not limited to registration information, data, text, graphics, models, displays, calculations, reports, or commentaries that you upload, post, transmit, e-mail, or otherwise make available on the Site is referred to as "Your Content." You are solely responsible for Your Content. You represent and agree that you own all intellectual property rights in Your Content. You grant to the operator of the Site, the sponsor, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of: (1) displaying Your Content on the Site; (2) distributing Your Content, either electronically or via other media, to users seeking to download or otherwise acquire it; and/or (3) storing Your Content in a database accessible by various end users. This license shall apply to the distribution and storage of Your Content in any form, medium, or technology now known or developed later.

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### Confidentiality of Your Content

The content on the Site, including but not limited to Your Content, may be shared with other organizations having a need to interact with or obtain content from the Site. Any content from the Site shared with other organizations may include information you contribute to the Site as part of your role, and may include personally identifiable information if you make such information available as part of Your Content.

The administrator for each organization having access to this site is responsible for: (1) establishing protocols for both inbound and outbound sharing of information; (2) informing all other organizations of the appropriate protocols; (3) monitoring the sharing of information; (4) administering the access privileges of other organizations for outbound sharing of information; and (5) keeping a log of all individuals and organizations having access to information from this Site.

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### General Privacy Policy

You are able to visit the USA National Phenology Network (USA-NPN) Website without identifying who you are or providing any personal information. If you do decide to register with USA-NPN to facilitate reporting your phenological observations or contributing content to the site, we will not sell, trade, or give away your personal information, which includes your name, home address, e-mail address, telephone numbers, and suggestions or comments made by e-mail.

### Observer Privacy Policy

If you participate in the USA National Phenology Network (USA-NPN) Website as an observer and upload data to the USA-NPN Website, you will have protection in addition to the general privacy policy. These additional protections include: (1) identification of observers only by a numeric identification (ID); and (2) stringent safeguards for special observations subject to state and/or federal laws.

The special observations requiring stringent safeguards include, but are not limited to, threatened or endangered species and invasive species. If you are submitting special observations, please contact the USA-NPN National Coordinating Office ([admin@usanpn.org](mailto:admin@usanpn.org)) for the appropriate upload arrangements.

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### Third-party Sites, Products, and Services

The Site may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. Unless explicitly stated to the contrary, the operator of this Site has no control over the content that may appear on sites owned by third parties. The inclusion on this Site of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site unless explicitly agreed to in a separate arrangement.

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### Your Conduct on the Site

If registration information is requested from you, you agree to provide true, accurate, current, and complete information. You agree to promptly update your registration to keep it accurate, current, and complete. You may not use anyone else's username and/or password. You are responsible for maintaining the confidentiality of your accounts, username(s), and password(s). You agree to immediately notify the operator of the Site of any unauthorized use of your username(s) and/or password(s) or account(s), or any other breach of security. You also agree to exit from your account(s) at the end of each session. The operator of the Site is not responsible for any loss or damage that may result if you fail to comply with these requirements.

You agree that you will not use the Site to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Site, any software or hardware, or telecommunications equipment;
- Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or the source of software or other material;
- Restrict or inhibit any other user from using and enjoying any public area within the Site;
- Collect or store personal information about other end users;
- Interfere with or disrupt the Site, its related servers, or networks;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Site or to manipulate the authenticity of your presence on the Site;
- Take any action that imposes an unreasonably or disproportionately large load on the infrastructure supporting the Site;
- Engage in any illegal activities.

You agree to use any bulletin board(s), chat areas, news groups, forums, communities, and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject the Site to public disparagement or scorn, the operator of the Site reserves the right, without prior notice to you, to change your username, delete your posts from the Site, deny you access to the Site, or any combination of these options.

Unauthorized access to the Site is a breach of these Terms and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided for use in accessing the Site. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Site, except those automated means, if any, that are approved in advance and in writing.

Your use of the Site is subject to existing laws and legal requirements. Nothing contained in these Terms shall limit the right of the operator of the Site to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site.

The operator of the Site has the right, but not the obligation, to take any of the following actions at any time and for any reason without giving you any prior notice:

1. Restrict, suspend, or terminate your access to all or any part of the Services;

2. Change, suspend, or discontinue all or any part of the Services;
3. Refuse, move, or remove any material that you submit to the Site for any reason;
4. Refuse, move, or remove any content that is available on the Site;
5. Deactivate or delete your account(s) and all related information and files in your account(s);
6. Establish general practices and limits concerning use of the Site.

You agree that the operator of the Site, its affiliates, sponsors, or partners, will not be liable to you or any third party for taking any of these actions.

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#### Disclaimers

Any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material from the Site is disclaimed. Furthermore, any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from the Site is disclaimed. If you subscribe to any Service, there is no guarantee of continuation of the Service, and you will not be entitled to any claim as a result of any service outages that are caused by maintenance on the servers or the technology that supports the Site, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters, or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control, or discontinuation of the Service at our sole discretion for any reason.

THE OPERATOR OF THE SITE DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, NO WARRANTY OR REPRESENTATION AS TO THE CONTENT ON THE SITE IS MADE. THE SITE AND ITS CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. THE OPERATOR DOES NOT MAKE ANY WARRANTY THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN THROUGH THE SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; AND (v) ANY ERRORS WILL BE CORRECTED. THE OPERATOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT, OR ANY SERVICES, TOOLS, PRODUCTS, OR INFORMATION AVAILABLE FROM THE SITE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

THE OPERATOR OF THE SITE, ITS SPONSORS, AFFILIATES AND PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE OPERATOR OF THE SITE AND ITS RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOU AGREE TO WAIVE ANY CLAIMS OR REMEDIES THAT YOU MIGHT OTHERWISE BE ABLE TO MAKE AGAINST THE OPERATOR OR SPONSOR OF THE SITE UNDER ANY THEORY OF LAW (INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY LAWS) ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTENT AT THIS SITE. Please click [\[GOOD SAMARITAN POLICY\]](#) for the full content of the policy regarding removal of content.

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#### Arbitration

The operator of the Site may elect to resolve any controversy or claim arising out of or relating to these Terms or the use of the Site by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in a jurisdiction where the operator resides or is domiciled, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

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#### Miscellaneous

The operator of the Site may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon posting any such notice on the Site or delivering such notice to you through e-mail. You may update your e-mail address by visiting the Site where you have provided contact information. If you do not provide the operator with accurate information, the operator cannot be expected to notify you of any particular event.

Any failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions, and policies that are incorporated into these Terms by reference, constitute the entire agreement and govern your use of the Site, superceding any prior agreements regarding your use of the Site.

These Terms shall be construed in accordance with the laws of the State of Arizona, without reference to its principles regarding conflicts of laws, and the laws of the United States.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superceded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Revised December 7, 2011

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#### Good Samaritan Content Policy

It is the policy of the operator of the Site to not tolerate any acts of intellectual property infringement or violations of United States law or to allow for any pornographic, offensive, obscene, or defamatory material to be posted at this Site. The operator of the Site will do its best, in good faith, to purge or otherwise restrict the availability of material that is infringing, offensive, obscene, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on the operator to undertake, or refrain from undertaking, any particular course of conduct.

If you believe that someone has posted material at this Site that infringes on the intellectual property or other rights of third parties or that is in violation of U.S. law or that is obscene, offensive, defamatory, or otherwise objectionable, we ask you to promptly notify us by e-mail at [nco@usanpn.org](mailto:nco@usanpn.org). You must use this address if you want to ensure that your complaint is actually received by the appropriate person charged with responding to such communications.

In order to respond as quickly as possible to any complaint, please provide as much detail as possible, including: (1) the nature of the right infringed or violated (including the registration numbers of any registered copyrights, trademarks, or patents allegedly infringed); (2) all facts that lead you to believe that a right has been violated or infringed; (3) the precise location on the Site where the offending material is located; (4) any grounds you have to believe that the person who posted the material was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending material.

By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of the United States. In addition, you agree, at your own expense, to defend and indemnify the operator of the Site against any liability that may arise by responding to your complaint.

The operator of the Site expects visitors to the Site to take responsibility for their own actions. Accordingly, the operator cannot assume liability for any acts of third parties that take place at this Site. By this Agreement, you acknowledge that in establishing a complaint procedure, the operator is taking on the role of a Good Samaritan and, in order to allow the operator of the Site to do its best, in good faith, to purge or otherwise restrict the availability of material that is infringing, obscene, offensive, or otherwise objectionable, you agree to waive any claims or remedies that you might otherwise be able to make against the operator under any theory of law (including, but not limited to, intellectual property laws) arising out of or relating in any way to the content at this Site.

You agree that the operator of the Site has the right (but not the obligation) to investigate any complaint received and, at any time and for any reason, to remove any material or information that you post to this Site, with or without your permission, and with or without cause, in its sole discretion. By reserving this right, the operator of the Site does not undertake any responsibility, in fact, to remove content posted online, whether or not a complaint has been received.

You expressly agree that the operator of the Site may remove, disable, or restrict access to or the availability of any material or information from this Site (including, but not limited to, material or information that you have posted or stored) that the operator believes, in good faith and in its sole discretion, to violate provisions of these Terms (whether or not the operator is, in fact, correct in such assessment) or that is the subject of a notification sent to the operator pursuant to the Digital Millennium Copyright Act. If you believe that the operator has acted mistakenly with respect to certain material or information, you may contact the operator by e-mail at [nco@usanpn.org](mailto:nco@usanpn.org), in which case the operator may investigate the matter further. The operator reserves the right, however, to take no further action. Posting or storing material at this Site is a privilege, not a right. Under no circumstances may the operator be held liable for removing, disabling, or restricting access to or the availability of material.

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#### USA-NPN Data Use Policy

The USA-NPN National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)), referred to as the "USA-NPN," as operator of the USA-NPN Website, requires all users, referred to as "Users," who have access to USA-NPN data via the Website to abide by the following terms of this USA-NPN Data Use Policy.

1. Data accessible via the USA-NPN National Phenology Database and Site are openly and universally available to all users.
2. The USA-NPN is not responsible for data content or the use of the data.
3. Neither the USA-NPN nor its employees or contractors is liable or responsible for the content of data, or for any loss, damage, claim, cost, or expense, however it may arise, from an inability to use the USA-NPN National Phenology Database and Site.
4. The USA-NPN disclaims all liability for and makes no warranties, expressed or implied, with respect to these products and their manufacturers, including without limitation, any implied warranties or merchantability or fitness for a particular purpose.
5. While substantial efforts are made to ensure the accuracy of USA-NPN data and documentation contained in a data set, complete accuracy of data and metadata cannot be guaranteed. All USA-NPN data and metadata are made available "as is." Users of USA-NPN data hold all parties involved in the production and distribution of a data set harmless for damages resulting from its use or interpretation.

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#### USA-NPN Data Attribution Policy

The USA-NPN National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)), referred to as "USA-NPN," requires that all downloaded USA-NPN data and/or other forms of information from the USA-NPN Website by a user, referred to as "User," be acknowledged as received from the USA-NPN according to the following terms of this USA-NPN Data Attribution Policy.

1. The following acknowledgement must be included in either the main text or Acknowledgments section of all publications using USA-NPN data.  
Acknowledgment: Data were provided by the USA National Phenology Network and the many participants who contribute to its Nature's Notebook program."
2. Bibliographic information must be provided to the USA-NPN National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)) for all manuscripts using USA-NPN data immediately after their publication.
3. All USA-NPN data sets should be cited following the example below.  
Citation: USA National Phenology Network. 2010. Plant Phenology Data for the United States, 2009. Tucson, Arizona, USA: USA-NPN. Data set accessed YYYY-MM-DD at <http://www.usanpn.org/results/data>.

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#### USA-NPN Phenology Protocols Use Policy

The National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)), referred to as the "NCO," encourages the use of the USA-NPN's phenology protocols by collaborating institutions and individuals. The protocols consist of phenophases (plant and animal life cycle stages, such as 'open flowers'), their definitions and the protocol-species assignments. The use of the USA-NPN phenology protocols in print or on the internet must be credited to the USA-NPN. The recommended credit is "Phenology protocols developed by the USA National Phenology Network"; however, modifications that do not change the meaning are acceptable.

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#### Nature's Notebook Use Policy

The USA-NPN National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)), referred to as the "NCO," enthusiastically supports local or regional implementation of its national-scale, phenology monitoring program, "Nature's Notebook." The NCO allows the use of the "Nature's Notebook" name as long as the local or regional collaborator or project, referred to as "Collaborator," agrees to the following terms.

1. The Collaborator informs the NCO ([nco@usanpn.org](mailto:nco@usanpn.org)) of the Nature's Notebook project. By being aware of your intention to start a project, the NCO can inform you of any improvements we make to the program, and direct interested observers to your project.
2. The Collaborator follows the methods, protocols, and definitions used by Nature's Notebook.
3. The Collaborator clearly distinguishes the project from the national effort by adding a descriptive tag to the title "Nature's Notebook" (e.g., "Nature's Notebook at UCSB" or "Nature's Notebook in Northern California").
4. The Collaborator provides a brief description of the national program. The suggested text is "Nature's Notebook is a plant and animal phenology observation program of the USA National Phenology Network ([www.usanpn.org](http://www.usanpn.org))"; however, modifications that do not change the meaning are acceptable.
5. The Collaborator provides a link to the USA-NPN Site ([www.usanpn.org](http://www.usanpn.org)) within or in close proximity to this description.

The USA-NPN recommends, but does not require, a brief description of how the project is a local or regional implementation of the national program. A suggested description could be "Nature's Notebook at UCSB is a local implementation of the USA-NPN Nature's Notebook program."

The USA-NPN allows the unmodified use of the Nature's Notebook logo (found at <http://www.usanpn.org/resources/resources>). High-resolution digital versions of the logo may be requested by e-mailing [partners@usanpn.org](mailto:partners@usanpn.org).

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#### For-Profit Company Policy

The USA-NPN National Coordinating Office ([nco@usanpn.org](mailto:nco@usanpn.org)) encourages for-profit companies to participate on the USA-NPN Site and supports a policy of equal access and use. The USA-NPN NCO makes no special allowances nor applies any special restrictions on for-profit companies other than those that are outlined in its USA-NPN Website Terms of Use. The USA-NPN welcomes any suggestions from for-profit companies that would support its mission and improve the scope and operation of the USA-NPN Site. The USA-NPN and for-profit companies will acknowledge the collaboration between the organizations on their respective websites.

### YourGardenShow.com Use Policy

The USA-NPN National Coordinating Office (NCO; [nco@usanpn.org](mailto:nco@usanpn.org)) and YourGardenShow.com (YGS) support the cooperation and collaboration between their respective organizations in the conduct of phenological monitoring and assessment activities. Accordingly, the USA-NPN and YGS agree to the following terms.

The USA-NPN agrees to employ reasonable efforts to:

1. Provide plant species lists and standardized observation protocols;
2. Provide access to and use of the National Phenology Network database and bibliography; educational manuals and training templates, and data entry and visualization tools;
3. Facilitate implementation oversight of USA-NPN protocols;
4. Build out the necessary IT solutions as needed (web services for data entry in the form of a WSDL file) to accept YGS collected data;
5. Provide YGS with access to the appropriate data syntheses performed by the USA-NPN.

YGS agrees to employ commercially reasonable efforts to:

1. Build seamless online registration, collection, and sharing methodologies, housed and branded entirely on the YGS platform, but including the USA-NPN and/or Nature's Notebook logo in appropriate locations to be discussed by the parties;
2. Provide ongoing maintenance of seamless online registration, collection, and sharing methodologies;
3. Work with USA-NPN staff on oversight and transparency protocols to enhance the scientific accuracy and legitimacy of the data collected.

The USA-NPN and YGS agree to:

1. Meet as necessary, but at least once annually on or near December 1, to review progress of cooperative efforts, to discuss key findings from program activities, and to discuss the scope, plans, and implementation of future activities;
2. Identify appropriate points of contact to help ensure that the information provided by the USA-NPN and YGS programs is communicated among parties in a timely manner;
3. Acknowledge the collaboration between the organizations on their respective websites.

Substantive revisions to this policy prior to the annual meeting date of December 1 will be done by mutual written agreement. The Terms in this YourGardenShow.com Use Policy are subject to the USA-NPN Website Terms of Use. Either party may terminate the collaboration by providing written notice to the other party.

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USA National Phenology Network, National Coordinating Office  
1955 E. Sixth St., Tucson, AZ 85721