

South Carolina Private Conserved Lands Database – Maintained by The Nature Conservancy

What It Includes

- Database is most complete record of **private** land protection in SC that currently exists
- Database is a collaborative effort of ~20 land trusts throughout the state, which are participating in providing updated protection information annually
- Database reflects properties protected by 67 different organizations. These organizations range from conservation-focused land trusts to agencies protecting important historic and cultural sites
- Represented organizations reflect a diversity of sizes and range from over 100,000 acres protected (Lowcountry Land Trust, Ducks Unlimited, The Nature Conservancy) to smaller organizations protecting <1,000 acres (Conestee Foundation, East Cooper Land Trust, many Greenbelt funding recipients)
- These organizations collectively protect 950,000 acres in the form of conservation easements and fee-owned properties

What Is Not Included

- Database does not include public data but can be used in conjunction with Protected Areas Database (PAD-US), a database of **public** protection maintained by US Geological Survey (USGS)
- Database does not include Homeowner Association (HOA) properties

Privacy Issues

- Privacy of information contained in database is of utmost concern, so potential users of data are vetted for intended use before sharing
- Database includes information on many easements owned by private landowners who do not want their information distributed – organizations that hold easements on those private lands want to maintain good relationships with these landowners by complying with their request
- Depending on intended use, sometimes data is geographically restricted or stripped of certain attribute data

Accessibility – How to Access Data

- Use and distribution of database is governed by a Memorandum of Understanding (MOU)
- MOU dictates the signing of a data share confidentiality agreement to obtain data
- Contact GIS Manager to request data and provide information on intended use

Contact:

Melissa Strickland

GIS Manager

mstrickland@tnc.org

843-937-8807 ext. 22



This Confidentiality Agreement (this "Agreement") is entered into as of [] (the "Effective Date"), by and between [], a [] corporation with its principal place of business at [] ("**Company**") and **The Nature Conservancy**, a District of Columbia non-profit corporation with its principal place of business at 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203 (the "**Conservancy**"). For purposes of this Agreement, Company and the Conservancy may be collectively referred to as the "**Parties.**"

1. Purpose. Company and the Conservancy seek to explore a business opportunity (the "**Purpose**") and, in connection with the Purpose, Conservancy may disclose certain information to Company that is considered confidential.

2. Confidential Information. The information that Conservancy seeks to protect under this Agreement (the "Confidential Information") means any information disclosed by Conservancy, directly or indirectly, in writing, or by any other means or media, together with documents or data related thereto, including, without limitation: **Protected Lands GIS Data** and other information relating to the Conservancy and its programs or systems, that is intended for internal use only, and other information that Conservancy is willing to disclose to Company, that is specifically identified as confidential or that is disclosed in a manner in which Conservancy reasonably communicates, or Company should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, for the purpose of enabling Company to evaluate the Purpose.

3. Disclosure and Use. Company agrees not to use any of the Confidential Information for any reason other than to further or pursue the Purpose. Company will not reverse engineer, disassemble or decompile any of the Confidential Information. Company will not publicize the terms of this Agreement or of any relationship with Conservancy without Conservancy's written consent, except as required by order of a court of government agency.

4. Exceptions. Company agrees not to disclose any of the Confidential Information, except if the Confidential Information:

- (a) is proven by Company to be known to it prior to disclosure, or is information generally available to the public prior to disclosure;
- (b) becomes hereafter, through no act on the part of Company, in violation of this Agreement, information generally available to the public;
- (c) was furnished to Company by any third party having a legal right to do so;
- (d) was independently developed by or for Company; or
- (e) is required by law to be disclosed.

10. Miscellaneous. This Agreement is the only agreement between the Parties on this subject and supersedes all prior or contemporaneous agreements. Any modifications to this Agreement will not be effective unless they are communicated in writing and signed by both Parties. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one agreement. Either Party may assign this Agreement or any interest herein with the other Party's prior express written consent. This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to the conflict of laws rules. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining unaffected terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

THE NATURE CONSERVANCY

[COMPANY]

By _____
Print Name:
Authorized Representative
Representative

By _____
Print Name:
Authorized

Signature

Signature

Title _____

Title _____

Date _____

Date _____