

## iPiPE Participant Website Terms of Use Agreement

### Introduction

The Integrated Pest Information Platform for Extension and Education or iPiPE provides an information technology (IT) platform for the collection and management of pest and crop observations. The iPiPE platform consists of multiple websites (Portal, Outreach and Education, Extension, Participant, IPM Elements and Intern ), and, where appropriate, information technology (IT) and geographic information systems (GIS) tools, mobile device applications (apps), and protocols for the reception and dissemination of agricultural data and derived products. Pest and crop observations, as a subset of agricultural data, can be viewed independently and be input into models and other analysis tools to make products in support of agricultural decision making.

The iPiPE is a collaborative venture supported by university, government, and private monies. Its design, development schedule, content, standards, protocols, and policies are under the direction of the iPiPE Advisory Committee. The Advisory Committee is composed of iPiPE authorized users from university, government and private industry. Authorized users of the iPiPE depending on their roles and subscription type will have different privileges and responsibilities. The operator of the iPiPE platform, including the website, is iPiPE. Any questions about the operation of the iPiPE platform are to be submitted by email to support personnel ([support@ipipe.org](mailto:support@ipipe.org)).

The iPiPE Data Policy: Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations section below describes the rules for submitting, sharing, viewing, using, and archiving pest observations. The rules for pest observations differ from those for other agricultural data and interpreted products accessible through the iPiPE platform. The iPiPE platform does not allow the public-at-large to make contributions of agricultural data or other content. The iPiPE platform is not intended to be open to the general public. The iPiPE Product Policy: Rules Governing the Sharing of Information Products Derived from Pest Observations and/or Predictive Models by Authorized Participants section below describes the rules for sharing information products to participants within iPiPE and clients outside of iPiPE.

### Agreement

You have signified your assent to be contractually bound to this iPiPE Participant Website Terms of Use Agreement by accessing this Site. Your action of use shall have the same legal effect as if this Agreement had been signed personally by you. If you are accessing or using the Site on behalf of an entity other than yourself individually, this Terms of Use Agreement applies to the entity the same as if an authorized representative had signed the Agreement on behalf of the entity. To the extent permitted by law, this Agreement is intended to supersede any provisions of applicable law, which might otherwise limit its enforceability or effect because it was entered into electronically.

### Terms of Use

By entering into this Agreement, you will be granted a revocable license to access this Site. Your access privileges, however, are also conditioned on your adherence to the Terms of Use of this Agreement. Your use of the iPiPE platform, agricultural data, or any of the data, information, products, or services offered on this website is subject to this iPiPE Terms of Use. We may modify the iPiPE Terms of Use at any time without prior notice to you by posting revised iPiPE Terms of Use on the iPiPE platform. Your use of the iPiPE platform constitutes your binding acceptance of the iPiPE Terms of Use, including any modifications. Some of the iPiPE platform services may be subject to additional posted conditions. Your use of iPiPE platform services is subject to those conditions, which are incorporated into the iPiPE Terms of Use by reference. In the event of an inconsistency between the iPiPE Terms of Use and any additional posted conditions, the provisions of the additional conditions shall control.

### Access to Site as Authorized User

You may be given access to the iPiPE platform as an authorized user. An authorized user is anyone who has completed the registration process and has been given a unique user name and password by the iPiPE Administrator ([admin@ipipe.org](mailto:admin@ipipe.org)). The level of access available to any authorized user receiving a user name and password will depend on the role of that user, which will be assigned by the iPiPE Administrator. An authorized user may have multiple roles. The administrator of the iPiPE platform 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. Access to the iPiPE platform is renewed annually at the start of a new calendar year and is contingent on continued adherence to the iPiPE Terms of Use. Any

questions about your access, role and/or usage of the website are to be submitted by email to the Administrator ([admin@iPIPE.org](mailto:admin@iPIPE.org)).

You understand and agree that the services of the iPIPE platform may include communications such as service announcements and administrative messages from the operator or from other entities authorized to make such communications from the iPIPE platform, 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 iPIPE platform. These types of communications are not intended to include advertisements, and the iPIPE platform is not to be used for the purpose of generating mass distribution of e-mails ("spam"). Because operation of the iPIPE platform involves the assignment of roles to authorized users that will govern their level of use and access to various portions of the website, authorized users cannot opt out of receiving information, directions, and instructions regarding announcements and administrative messages from the iPIPE platform.

## Content on the iPIPE platform

Any material, including but not limited to, agricultural data, text, graphics, models, displays, calculations, reports, or commentaries that you upload, post, transmit, e-mail, or otherwise make available on the iPIPE platform is referred to as content. The iPIPE platform contains content that is provided by the operator, authorized users, and third parties. Neither the operator nor the contributors to the iPIPE platform guarantee the accuracy, integrity, or the quality of the content on the iPIPE platform, and you may not rely on any of this content as the sole source of information for decision making. The operator of the iPIPE platform retains the right, but not the obligation, to remove any content that may violate the iPIPE Terms of Use or that is otherwise objectionable.

## Your Data Contributed to the iPIPE platform

("Your Data") consists of data submitted by you as an authorized user to the iPIPE platform. Your Data can be in many forms, including uploaded pest and crop observations using an online tool or mobile application (app). You represent and agree that you own all intellectual property rights to Your Data submitted to the iPIPE platform. You grant to the operator of the iPIPE platform a worldwide, irrevocable, royalty-free, nonexclusive, license to use, reproduce, create derivative works, use as input into models, display, transfer, transmit, and distribute Your Data and subsequent versions of Your Data for the purposes of: (1) displaying Your Data on the iPIPE platform; (2) storing Your Data in a database accessible by various authorized users in accordance with the iPIPE Data Policy: Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations; and (3) distributing Your Data, either electronically or via other media, to users seeking to download or otherwise acquire it in accordance with the iPIPE Data Policy: Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations. This license shall apply to the distribution and the storage of Your Data in any form, medium, or technology now known or developed later.

## Your Pest Observations Contributed to the iPIPE platform

Your pest observations, which are a subset of Your Data, consist of pest observations submitted by you as an authorized user to the iPIPE. The iPIPE rules for submitting, sharing, viewing, and using pest observations are specified in the iPIPE Pest Observation, Submission, Sharing, Viewing and Usage Policy. The iPIPE platform does not allow the public-at-large to contribute pest observations. The rules for sharing of pest observations within the iPIPE platform specified in the iPIPE Pest Observation, Submission, Sharing, Viewing, and Usage Policy, are briefly summarized below: All pest observations submitted to the iPIPE platform will ONLY be shared among authorized iPIPE users. Users of the iPIPE platform agree NOT to share pest observations submitted by other iPIPE users with non-iPIPE individuals or entities. There are three exceptions to this rule. Designated federal officials authorized to share observations of regulated quarantine pests (P1) with non-iPIPE individuals or entities. Designated Extension specialists authorized to share observations of non-regulated pests made in their state (see iPIPE Pest Observation, Submission, Sharing, Viewing, and Usage Policy) with non-iPIPE individuals and entities (e.g. the public) in the form of interpreted county values. Pest observations available for use in research outside the iPIPE after three years. After approval is granted for pest observation use outside the iPIPE, proper credit shall be given to acknowledge data sources. Pest observations available for use in research outside the iPIPE after three years, pending approval of the iPIPE Advisory Committee. After approval is granted for pest observation use outside the iPIPE, proper credit shall be given to acknowledge data sources. An in-season data transfer from iPIPE to a Sister IT Platform (SiP). The transfer would adhere to the iPIPE Data Policy: Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations (see section below). Users can view their own pest observations on maps at georeferenced point locations while pest observations from other iPIPE users will be viewed on maps at county centroids.

## Your Other Content Contributed to the iPiPE platform

Any material, other than Your Data, including but not limited to, text, graphics, models, displays, calculations, reports, or commentaries that you upload, post, transmit, e-mail, or otherwise contributed by you as an authorized user of the iPiPE platform is referred to as (“Your Other Content”). You are solely responsible for Your Other Content. You represent and agree that you own all intellectual property rights to Your Other Content. You grant to the operator of the iPiPE platform, in accordance with the iPiPE Data Policy: Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations, a worldwide, irrevocable, royalty-free, nonexclusive, license to use, reproduce, create derivative works (in accordance with the iPiPE Product Policy: Rules Governing the Sharing of Information Products Derived from Pest Observations and/or Predictive Models), publicly perform, publicly display, transfer, transmit, distribute, and publish Your Other Content and subsequent versions of Your Other Content for the purposes of: (1) displaying Your Other Content on the iPiPE platform; (2) distributing Your Other Content, either electronically or via other media, to users seeking to download or otherwise acquire it; and/or (3) storing Your Other Content in a form accessible by various end users. This license shall apply to the distribution and the storage of Your Other Content in any form, medium, or technology now known or developed later.

## Sharing of Content Outside the iPiPE platform

Content from the iPiPE platform shared with other individuals and entities may include information you submit to the iPiPE platform as part of your role and may include personally identifiable information if you make such information available as part of Your Other Content. The individual and the administrator for each entity having access to the iPiPE platform as a user is responsible for: (1) establishing protocols for both inbound and outbound sharing of content; (2) informing all other individuals and organizations of the appropriate protocols; (3) monitoring the sharing of content; (4) administering the access privileges of other individuals and organizations for outbound sharing of content; and (5) keeping a log of all individuals and organizations having access to content from the iPiPE platform.

## Distribution of Products Outside the iPiPE platform

Products created from pest observations will be subject to additional restrictions and/or requirements for their distribution outside of the iPiPE platform. Products created from other agricultural data and/or model output may be subject to additional restrictions and/or requirements for their distribution outside of the iPiPE platform. All distributed products that include pest observations will be subject to the iPiPE Product Policy: Rules Governing the Sharing of Information Products Derived from Pest Observations and/or Predictive Models by Authorized Participants described in section below. In the event you distribute any product obtained directly from the iPiPE platform or indirectly from an authorized user of the platform, you must include in prominent view and in bold text the following notice.

### **Use of this product is governed by the iPiPE Terms of Use.**

You must also include in prominent view and in bold text all disclaimers associated with that product. All products resulting from iPiPE pest and crop observations and/or other agricultural data and/or model simulations must include in the minimum the following disclaimer.

### **This product is for guidance only and should be used with other sources of information and professional advice when making decisions.**

Any watermark and/or attribution may not be edited or removed from a distributed product.

## General Privacy Policy

You are required to provide personal information as a registered user of the iPiPE platform. The operator and other users of the platform 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, unless explicitly contributed by you as Your Other Content to the iPiPE platform.

## Contributor Privacy Policy

If you participate in the iPiPE as an authorized user and upload data to the platform, you will have additional protection in addition to the general privacy policy and the data sharing, viewing, and usage policy. These additional protections include:

(1) identification of users only by a numeric identification (ID) and (2) stringent safeguards for special observations subject to state and/or federal laws. If you have any concerns or questions about submitting special observations to the iPiPE platform, please contact the iPiPE administrator ([admin@ipipe.org](mailto:admin@ipipe.org)).

## Third-Party Websites

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

## Your Conduct on the iPiPE Platform

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 user name and/or password. You are responsible for maintaining the confidentiality of your accounts, user name(s) and password(s). You agree to immediately notify the operator of the iPiPE platform of any unauthorized use of your user name(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 iPiPE platform 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 iPiPE platform 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 iPiPE platform, 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 shared area within the iPiPE platform; Collect or store personal information about other end users; Interfere with or disrupt the iPiPE platform, 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 iPiPE platform or to manipulate the authenticity of your presence on the iPiPE platform; Take any action that imposes an unreasonably or disproportionately large load on the infrastructure supporting the iPiPE platform; and 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 user name that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject the iPiPE platform to public disparagement or scorn, the operator of the iPiPE platform reserves the right, without prior notice to you, to change your user name, delete your posts from the iPiPE platform, deny you access to the iPiPE platform, or any combination of these options.

Unauthorized access to the iPiPE platform is a breach of these Terms and a violation of the law. You agree not to access the iPiPE platform by any means other than through web interfaces and mobile device apps that are provided or authorized for use in accessing the iPiPE platform. 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 iPiPE platform, except those automated means, if any, that are approved in advance and in writing.

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

The operator of the iPiPE platform 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:

Restrict, suspend, or terminate your access to all or any part of the Services; Change, suspend, or discontinue all or any part of the Services; Refuse, move, or remove any material that you submit to the iPiPE platform for any reason (please see Good Samaritan Content policy section for the full content of the policy regarding removal of your content); Refuse, move, or remove any content that is available on the iPiPE platform; Deactivate or delete your account(s) and all related information and files in your account(s); and Establish general practices and limits concerning use of the iPiPE platform.

You agree that the operator of the iPiPE platform, its administrator, affiliates, sponsors, partners, contributors, or other users will not be liable to you or any third party for taking any of these actions.

## iPiPE Platform Disclaimers

Any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material from the iPiPE platform is disclaimed. Furthermore, any responsibility for any harm resulting from downloading or accessing any data or other content on the Internet using search results from the iPiPE platform 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 support the iPiPE platform, 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 iPiPE PLATFORM DOES NOT WARRANT THAT THE iPiPE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, NO WARRANTY OR REPRESENTATION AS TO THE CONTENT ON THE iPiPE PLATFORM IS MADE. THE iPiPE PLATFORM AND ITS CONTENT ARE DISTRIBUTED "AS IS" ON AN "AS AVAILABLE" BASIS. ANY CONTENT THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE iPiPE PLATFORM 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 CONTENT. THE OPERATOR DOES NOT MAKE ANY WARRANTY THAT (i) THE iPiPE PLATFORM WILL MEET YOUR REQUIREMENTS, (ii) THE iPiPE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE iPiPE PLATFORM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN THROUGH THE iPiPE PLATFORM 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 iPiPE PLATFORM, ANY CONTENT, OR ANY SERVICES, TOOLS, PRODUCTS, OR OTHER INFORMATION AVAILABLE FROM THE iPiPE PLATFORM. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE iPiPE PLATFORM AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

THE OPERATOR OF THE iPiPE PLATFORM, ITS ADMINISTRATOR, AFFILIATES, SPONSORS, 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 iPiPE PLATFORM, 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 iPiPE PLATFORM, AND ITS RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOU AGREE TO WAIVE ANY CLAIMS OR REMEDIES WHICH YOU MIGHT OTHERWISE BE ABLE TO MAKE AGAINST THE OPERATOR, ADMINISTRATOR, AFFILIATES, SPONSORS, AND PARTNERS OF THE iPiPE PLATFORM 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 THE iPiPE PLATFORM. Please see Good Samaritan Content policy section for the full content of the policy regarding removal of content.

## iPiPE Mobile App Disclaimers

Any mobile application or "Mobile App," is provided by iPiPE "As Is" on an "As Available" basis without warranty of any kind whatsoever. iPiPE, as the developer of the Mobile App, along with the iPiPE administrator, operator, Advisory

Committee, affiliates, sponsors, partners, and contributors, explicitly disclaim any warranty regarding the Mobile App, including any expressed or implied warranty of merchantability, fitness for a particular purpose, or performance failure. iPiPE and the iPiPE platform administrator, operator, Advisory Committee, affiliates, sponsors, partners, and contributors do not warrant that the Mobile App will be free from defects or errors. You agree that the download and use of the Mobile App is solely at your own risk and that iPiPE and the iPiPE platform administrator, operator, Advisory Committee, affiliates, sponsors, partners, and contributors are not responsible for any damages or losses whatsoever, without limitation, resulting from your download and use of, or your reliance upon, the Mobile App.

By downloading the Mobile App, you explicitly agree to hold iPiPE and the iPiPE platform administrator, operator, Advisory Committee, affiliates, sponsors, partners, and contributors harmless from any claims, actions, demands, liabilities, judgments, settlements, loss, harm, injury, or damages whatsoever, and without limitation, resulting from and arising out of the downloading and use of the Mobile App.

iPiPE and the iPiPE platform administrator, operator, Advisory Committee, affiliates, sponsors, partners, and contributors explicitly disclaim responsibility for any third-party data, products, commentary, opinions, advice, statements, or other information or content expressed or made available to or through the Mobile App. Reference in the Mobile App to any specific commercial products, process or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply endorsement, recommendation, or preference by iPiPE and the iPiPE platform administrator, operator, Advisory Committee, affiliates, sponsors, partners, and contributors and such reference shall not be used for advertising or product endorsement purposes without the permission of owner(s), author(s) or distributor(s).

Construction of the disclaimers above and resolution of disputes are governed by the laws of the Commonwealth of Pennsylvania. The disclaimers above are subject to the iPiPE Terms of Use Agreement. Any questions about accessing and/or using this Mobile App are to be submitted by email to the iPiPE Administrator ([admin@ipipe.org](mailto:admin@ipipe.org))

## Arbitration

The operator of the iPiPE platform may elect to resolve any controversy or claim arising out of or relating to the Terms of Use of the iPiPE platform 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.

## Miscellaneous

The operator of the iPiPE platform 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 iPiPE platform or delivering such notice to you through e-mail. You may update your e-mail address by visiting the iPiPE platform 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 of Use 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 use of the iPiPE platform or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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

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

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

## Good Samaritan Content Policy.

It is the policy of the operator of the iPiPE platform to not tolerate any acts of intellectual property infringement or violations of U.S. law or to allow for any pornographic, offensive, obscene, or defamatory material to be posted at the iPiPE platform. The operator of the iPiPE platform 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 the iPiPE platform which infringes on the intellectual property or other rights of third-parties or which is in violation of U.S. law or which is obscene, offensive, defamatory, or otherwise objectionable, we ask you, as part of our complaint procedure, to promptly notify us by e-mail at the following address: [admin@ipipe.org](mailto:admin@ipipe.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 which lead you to believe that a right has been violated or infringed; (3) the precise location of the offending material; (4) any grounds 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 iPiPE platform against any liability which may arise by responding to your complaint.

The operator of the iPiPE platform expects visitors to the iPiPE platform to take responsibility for their own actions. Accordingly, the operator cannot assume liability for any acts of third-parties which take place at the iPiPE platform. 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 iPiPE platform 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 which 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 the iPiPE platform.

You agree that the operator of the iPiPE platform 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 which you post to the iPiPE platform, with or without your permission, and with or without cause, in its sole discretion. By reserving this right, the operator of the iPiPE platform 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 iPiPE platform may remove, disable or restrict access to or the availability of any material or information from the iPiPE platform (including, but not limited to, material or information which you have posted or stored) which 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 which 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 [admin@ipipe.org](mailto:admin@ipipe.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 the iPiPE platform 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.

## For-Profit Company Policy

The iPiPE encourages a for-profit company to participate on the iPiPE platform and supports a policy of equal access and use. iPiPE policies makes no special allowances nor applies any special restrictions on a for-profit company other than those that are outlined in these Terms of Use. The iPiPE Advisory Committee welcomes any suggestions from a for-profit company that would support its mission and improve the scope and operation of the iPiPE platform.

## iPiPE Data Policy

### Rules Governing the Submission, Viewing, Sharing, Exchanging, and Archiving of Pest Observations

The Integrated Pest Information Platform for Extension and Education (iPiPE) provides an information technology (IT) solution for the collection and management of crop/plant and pest observations. These observations can be viewed independently and will also be input into models and be accessible by other analysis tools in support of pest scouting, phytosanitary activities, and production decision making in the field. The iPiPE has integrated smartphone with traditional computer applications to enable the transfer of observations directly from the field and for the delivery of decision-support products to personnel in the field. Inherent in the iPiPE design is its record keeping capabilities and its ability to respect the privacy of growers and organizations, and the professionalism of participants who have access to iPiPE crop/plant and pest data. This document describes the iPiPE pest-data-user categories and rules. iPiPE Data Submission, Data Sharing and Data Viewing rules specify how field observations are managed from the moment they are uploaded to the iPiPE platform to their incorporation into decision support products. Prior to gaining authorization to participate in the iPiPE, individuals and entities must accept these rules.

#### **iPiPE Pest-Data-User Categories**

**Pests (P)** are stratified into four categories in iPiPE:

- P1) regulated, quarantine,
- P2) regulated, non-quarantine,
- P3) non-regulated, supervised, and
- P4) non-regulated, non-supervised.

The regulated pest status (and consequently the non-regulated pest status) is determined by USDA APHIS PPQ. Regulated, quarantine pests (P1) are determined on a national basis while the other pest categories (P2-P4) are determined on a state by state basis. APHIS-PPQ maintains a Widely Prevalent Pest list for each state. Pests not on this list are considered regulated, non-quarantine (P2) unless they are regulated, quarantine pests (P1). However, the State Plant Regulatory Official (SPRO) has the authority to override the Widely Prevalent Pest list designating the status of a pest not on the list as non-regulated. The non-regulated, supervised (P3) or non-regulated non-supervised (P4) status for a pest is determined by an iPiPE administrator in consultation with the state Extension specialist. Detailed definitions of the pest categories are provided in Appendix 1.

Pest **data** are stratified into five field observations types (**OT**) in iPiPE:

- OT1) Observations confirmed by a qualified laboratory operated by USDA APHIS PPQ,
- OT2) Observations confirmed by a qualified laboratory run by an entity other than PPQ,
- OT3) Observations confirmed by an Extension specialist,
- OT4) Observations confirmed by diagnostic tests in the field or non-qualified laboratory, and
- OT5) Observations without confirmation with tests.

The set of diagnostic laboratory procedures and field tests required for confirmation are specific to each pest. Each OT is depicted using a unique symbol on iPiPE maps. If multiple levels of confirmation are present in one geographic area, the symbol for the highest level of confirmation will be displayed.

iPiPE **users (U)** are assigned to a category according to their level of authorization to view pest observations and employ analysis and delivery tools. There are four broadly defined authorized user categories:

- U1) Federal official,
- U2) State Extension specialist/official,
- U3) Company representative, and
- U4) Crop consultant/other professional.

The federal official category includes USDA-APHIS-PPQ laboratory personnel and designated USDA officials. State Plant Regulatory Officials (SPROs) and state Extension specialists and other designated state officials are included in the State Extension specialist/official category. Representatives in a single company are considered an entity in the iPiPE so that they can share information products among themselves. The crop consultant/other professional category is a catch-all group that includes all individual participants in iPiPE who are not in user categories U1–U3 (master gardeners). Pest observations and analysis viewing privileges for iPiPE users in the company representative and crop consultant/other professional categories are similar. The categories are differentiated because of registration procedures and costs. Companies that join the iPiPE pay a single fee to register a set of employees with unique capabilities to share data and analysis products among themselves. In contrast, the crop consultants/other professionals category is comprised of individuals.

#### **iPiPE User Rules for Data Submission, Sharing, Viewing and Export to Protect the Privacy of Participating Individuals and Companies**

##### ***iPiPE Data Submission***

1. Authorized users may enter observations on pests in categories P1-P4 for which the iPiPE provides functionality. The set of pests included in iPiPE has been determined by participants and will continue to expand to serve their needs.

##### ***iPiPE Data Sharing***

2. All observations submitted to the iPiPE become property of the system to be shared among authorized participants only.

Participants retain ownership of their observations outside the system. The data may be shared within the system to observer-designated iPIPE participants and groups of participants. iPIPE participants can request and be granted coordinator functionality for employees by an iPIPE administrator enabling the employer to: 1) create new iPIPE participant accounts for employees; and 2) co-own the data entered by employees. There are two exceptions to the iPIPE privacy statute that are specified below in rules 4 and 5. Data sharing can only be authorized by designated participants (see rules 4 and 5) for pest category and observation type combinations listed in Table 1.

3. The privacy statute will be imposed for 3 years subsequent to the date of pest observation. After 3 years, P2, P3, and P4 category data may be shared with researchers after a formal written request has been approved by the "Advisory" committee. The approved data will be extracted from the iPIPE database and sent to researcher making the request.

Table 1: Pest category-observation type combinations available for sharing among iPIPE participants.

Pest Category	Observation Type				
	OT1	OT2	OT3	OT4	OT5
Regulated, quarantine (P1)	s	ns <sup>#</sup>	ns <sup>#</sup>	ns <sup>#</sup>	ns <sup>#</sup>
Regulated, non-quarantine (P2)	s	s	s	ns	ns
Non-regulated, supervised (P3)	s	s	s	ns*	ns*
Non-regulated, non-supervised (P4)	s	s	s	s	s

s = data that will be shared

ns = data that will not be shared

OT1 = Field observations confirmed by a qualified laboratory operated by USDA APHIS PPQ

OT2 = Field observations confirmed by a qualified laboratory run by an entity other than PPQ

OT3 = Field observations confirmed by an Extension specialist

OT4 = Field observations confirmed by a diagnostic test in the field or non-qualified laboratory

OT5 = Field observations without confirmation with tests

*Note: Observations in pest categories-observation type combinations designated with an "s" may only be shared by authorized individuals in accordance with the iPIPE rules 4 and 5. Observations in other pest category-observation type combinations designated by "ns" may be entered into the iPIPE and viewed by the observer but will not be shared with other participants. Data in those pest category-observation type combinations designated by "ns<sup>#</sup>" will be shared with USDA PPQ officials. Data in those pest category-observation type combinations designated by "ns\*" will be shared with state Extension specialists/ officials on a state-by-state basis.*

4. Designated federal officials are authorized to share observations of regulated quarantine pests (P1) with other authorized IPIPE users on an individual basis (company representatives, individual crop consultants, and other professionals) and with non-participants (1<sup>st</sup> exception to rule 2). Shared P1 data are displayed on maps at county centroids (unless designated as point data by observer).

5. Extension specialists/state officials are authorized to share observations of non-regulated supervised pests (P3) with individual company representatives, individual crop consultants, and other professionals. Designated Extension specialists are authorized to share observations of non-regulated pests made in their state with the public in the form of interpreted county values (2<sup>nd</sup> exception to rule 2). Shared P3, and P4 observations are displayed on maps at county centroids (unless designated as point data by observer).

#### **iPIPE Data Viewing**

6. Authorized users view their own observations at point locations on maps while all other observations are represented at the county centroid. A user who is part of an entity participating in iPIPE (e.g., company or PPQ) views observations made by other members of the entity at point locations. iPIPE uses the county as the default setting for data representation to protect the privacy of participating individuals and companies. At data entry, a user may override the default setting and specify that other iPIPE participants may view an observation at its point location. Participants may join a group in iPIPE composed of individuals who agree to share pest observations at the entered resolution.

7. Authorized federal users may view all observations submitted by USDA APHIS PPQ and other federal officials including regulated quarantine pests confirmed by a qualified laboratory operated by USDA APHIS PPQ as point data. Data for pest categories (P2-P4) are represented on the same maps at the county centroid (unless observer grants permission to view as point data).

8. Authorized Extension specialists/state officials may view all observations submitted by Extension specialists/state officials for their state as point data on maps. All other data for pest categories P2-P4 (and those shared for categories P1) are represented on the same maps at county centroids (unless observer grants permission to view as point data).

9. Authorized Company representatives may view all observations submitted by employees of the company as point data. All other data for pest categories P2 and P4 (and those shared for categories P1 and P3) are represented on the same maps at county centroids (unless observer grants permission to view as point data).

10. Individual crop consultants/other professionals may view their own observations as point data. All other data for pest categories P2 and P4 (and those shared for categories P1 and P3) are represented on the same maps at county centroids (unless observer grants permission to view as point data).

#### **iPIPE Data Export.**

11. iPiPE participants may export their data and products displaying their data. Data Products are maps, graphs, and tables containing pest observations. Data Products can be exported from the system if all the data displayed on the product belongs to the exporting individual.

12. Group Leaders can create and export Data Products containing observations provided by group members. A group is composed of individuals who agree to share pest observations at the entered resolution into iPiPE. A Group Leader is the individual Leader who is responsible for organizing and managing the group. Groups are created at the initiative of the Leader and through an iPiPE administrator. To join a group, participants must apply to the Leader. Group members agree to allow the Leader to create Data Products and use them for the benefit of group members and other stakeholders.

## iPiPE Product Policy

### Rules Governing the Sharing of Information Products Derived from Pest Observations and/or Predictive Models by Authorized Participants

The iPiPE derives information products from pest observations, predictive models, and a variety of other sources to assist participants in their planning and decision-making responsibilities. "Derivative" iPiPE information products are accessible online and through automated delivery. They are available in many forms, including maps, tables, graphs, and text documents. iPiPE information products do not explicitly display pest observations although they may be incorporated into forecast models to help define initial source areas. iPiPE products may be viewed by authorized participants with data layers as specified by the iPiPE Data Policy.

There are three types of iPiPE derivative information products. The first type includes customized reports detailing pest distribution, movement, and development for specific commodities and geographic regions, based on observations and model output. This first type can help Extension professionals and consultants in scheduling scouting activities. The second type is expert, interpretive, state-specific commentary from Extension professionals. This commentary will inform stakeholders on activity of non-regulated pests and impact on crop development. The third type is electronic alerts about pest activity, delivered as text messages or e-mail to inform iPiPE participants on risk of pest outbreaks in specific areas. The second and third types of information products support on-farm, decision by producers and consultants.

An important goal of iPiPE is to build a national network of similar platforms operated by various organizations focused on providing information to enhance IPM and food security. To this end, iPiPE is collaborating with sister information technology (IT) platforms (SiPs) to create an infrastructure for sharing pest observations and information products. The rules governing the sharing of pest observations are detailed in the iPiPE Data Policy. This document describes "Product Policy" governing the sharing of information products derived from iPiPE or SiP pest observations, predictive models and a variety of other information sources such as the National Oceanic and Atmospheric Administration (NOAA) National Weather Service (NWS). It also spells out how products can be distributed from the iPiPE and iPiPE participants to clients. A client is defined in this document as an individual or entity receiving professional services from an individual or organization.

iPiPE rules pertain to derivative information products that detail pest distribution, movement, and development for specific commodities and geographic regions, based on observations and model output (i.e., the first type of iPiPE product, see above). Prior to gaining participant authorization and subsequent access to information products, individuals, entities, and SiPs must agree to the Product Policy when first accessing the iPiPE website. The product policy is composed of the following rules.

Rule 1. The suite of derivative information products available to an authorized participant is determined jointly by the iPiPE research team leader and the appropriate Crop-Pest Program Coordinator.

Rule 2. Use of a derivative information product by an authorized participant must include the identification of iPiPE as the source of the product and the disclaimer "This product is for guidance only and should be used with other sources of information and professional advice when making decisions." Use of a derivative information product by an authorized participant must also include any copyrights associated with the product if they exist. The identification of iPiPE as the source, any copyright, and the disclaimer must be in prominent view on all products.

Rule 3. Authorized participants may view and use for their own purposes derived information products that they are given access to on the iPiPE. An authorized participant can distribute a product to their clients if they abide by Rule 2 and notify their clients that the product is not for further distribution.

Rule 4. Authorized Extension professionals who create iPiPE derivative information products for the public must abide by Rule 2.

Rule 5. With the exception of the authorized Extension professional, any other authorized participant representing him or herself or an organization cannot distribute any iPiPE information product in its original form to another individual or entity that is not an associate and/or client of that individual or organization without written permission from the iPiPE CAP directors.

Rule 6. All information products shared to iPiPE by sister IT platforms (SiPs) are subject to product sharing Rules 1 thru 5.

Rule 7. All iPiPE products distributed to the public or by authorized participants will have a serial number and an attribution citation identifying iPiPE as the source and author or institution if applicable. The serial number and citation cannot be removed

from a product.

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