**Strait of Georgia Data Centre**

**Data Sharing Agreement**

**THIS AGREEMENT** made this day of , 20

BETWEEN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (the **“Data Provider”**)

AND: The Strait of Georgia Data Centre

(the **“Data Recipient”**)

 **WHEREAS** the Strait of Georgia Data Centre (SGDC) is a collaborative program between the Pacific Salmon Foundation (PSF) and the Fisheries Centre, UBC, to build a secure and web accessible data archive for marine ecosystem information on the Strait of Georgia.

**WHEREAS** the Data Provider owns certain data which it has developed and compiled, including information related thereto, which it collectively considers to be an asset of considerable value; and

**WHEREAS** the Data Recipient wishes to license the use of such data from the Data Provider on the terms set forth in this Data Sharing Agreement.

1. **Definitions**In this data-sharing agreement, the terms below have the following meanings:

**"Data" -** means information resources protected by copyright or other information that is offered for use under the terms of this data sharing agreement.

“**Data Provider**”: - the person or organization that is providing the data.

**"Data Recipient" -** means the Strait of Georgia Data Centre.

**“Personal Information” -** means “personal information” as defined in section 3 of the *Privacy Act*, R.S.C. 1985, c. P-21.

1. **Grant of License**The Data Provider grants the Data Recipient a worldwide, royalty-free, perpetual, non-exclusive licence to use the Data, including for commercial purposes, subject to the terms below.
2. **Use of Data**The Data Recipient is free to copy, modify, publish, translate, distribute or otherwise use the Data in any medium, mode or format for any lawful purpose.

The Data Recipient will store the Data on a secure server which is routinely backed up.

The Data Recipient will make the Data available to the public through a secure website.

The Data Recipient will return hard copies of the Data to the Data Provider should they request the material be returned.

The Data Provider may seek a two (2) year deferral on release of newly collected Data, to allow the Data Provider time to publish their findings. Such Data will be stored by the Data Centre but will not be made publicly available until the two (2) year deferral has expired. The Data Provider may waive the two year deferral at any time by written acknowledgement to the Data Recipient.
3. **Third Party Use of Data**The Data Recipient will notify third parties that persons using Data from the Data Recipient must acknowledge the source of the Data by including any attribution statement specified by the Data Provider.
4. **Exemptions**The data sharing agreement does not grant the Data Recipient any right to use personal information including names, crests, logos, or other official symbols of the Data Provider or information subject to other intellectual property rights, including patents, trade-marks and official marks.
5. **No Warranty**The Data is licensed “as is”, and the Data Provider excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.

The Data Provider is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this licence or the Information, even if specifically advised of the possibility of such loss, injury or damage.
6. **Term**This Agreement will come into effect upon signing by both Parties.

This Agreement may be amended only by a written instrument duly executed by the parties.
7. **Termination**Either party may terminate this agreement by providing 90 days written notice. After the 90 day period the Data Recipient shall immediately cease all use of the Data and destroy or return all forms of the Data in its possession and all copies thereof.
8. **Successors and Assigns**This Data Sharing Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. **Legal Relationship**Each of the Parties will act separately and voluntarily under this Agreement, and this Agreement does not create any form of a contractual or other legal relationship between the Parties.

No party to this Agreement makes warranties, representations or conditions of any nature whatsoever, either expressed or implied, including without limitation, any warranty, representation or condition of fitness for a particular purpose or merchantability with respect to respective work provided hereunder, and all warranties, representations and conditions, expressed or implied, are hereby excluded.
10. **Notice**

This Agreement may be amended only by a written instrument duly executed by the parties.

Any written notice or other written communication required or permitted to be given hereunder shall be given by hand delivery or fax at the address of the Licensee listed below or by mailing the same by registered mail, postage prepaid, and directed to the Licensee at:

Pacific Salmon Foundation
300 - 1682 West 7th Avenue
Vancouver, BC V6J 4S6
F: (604) 664-7665

Any written notice or communication hereunder shall be deemed to have been received on the date of delivery if delivered by hand or fax.

1. **Governing Law**This Agreement shall be governed by and construed in accordance with the laws of British Columbia.

The “Data Provider”

**COMPANY NAME**

 Date:

Authorized Signatory

And

The “Data Recipient”:

**Strait of Georgia Data Centre**

 Date:

Authorized Signatory