



POLICY

Yukon Research Centre Data Server – Acceptable Use

The Yukon Research Centre Data Server (YRC Data Server) is an Information Technology resource that was developed by the Yukon Research Centre for the purpose of storing and disseminating research information relevant to the Yukon Territory.

By using the YRC Data Server and/or downloading Datasets and/or Materials from the YRC Data Server, you agree to the terms and conditions set forth in this document, the **Acceptable Use Policy**.

Yukon Research Centre reserves the right to modify the Acceptable Use Policy at its discretion and such modifications will be effective when posted.

YUKON RESEARCH CENTRE DATA SERVER CONTENT

Throughout the YRC Data Server you may access images, information, documents, software, data, models and services (collectively, the "Materials") developed at the Yukon Research Centre or provided by third-parties. Some of these Materials are governed by their own specific terms of use and copyrights. It is your responsibility to determine if the use of any Datasets and/or Materials on or linked to the YRC Data Server is permissible or not. In the absence of site specific terms of use, this Acceptable Use Policy shall apply.

PERMITTED USES

You are granted the right to use the YRC Data Server for non-commercial, non-profit purposes. Datasets and Materials on the YRC Data Server are to be used for research and educational purposes without any fee or cost and as such you are expected to use these resources in a responsible manner. Permitted uses include, but are not limited to:

- Use of the YRC Data Server for the purpose for which it is intended.
- Adherence to the rules governing use of the YRC Data Server as established by the Yukon Research Centre.
- Respect for the property of others.
- Reporting any occurrences of misuse of Information Technology resources to YRC authorities.
- Consideration of other persons sharing the YRC Data Server.
- Maintaining the confidentiality of passwords and other account information provided to you.
- Adhering to software license agreements as applicable.

Yukon Research Centre may terminate your access to the YRC Data Server in the event you breach the terms of this Acceptable Use Policy. In the event you infringe any copyrights YRC may pursue any and all legal and equitable remedies available to it, though YRC is under no legal obligation to do so.

PROHIBITED USES

The following categories of use are inappropriate and prohibited:

- Unauthorized access, alteration, destruction, removal and/or disclosure of Datasets and/or Materials hosted on the YRC Data Server.
- Unauthorized use of the YRC Data Server for commercial purposes or personal gain.
- Use that may expose the Yukon Research Centre to criminal or civil liability.
- Use that is unlawful, harassing or threatening, libelous, defamatory, obscene, pornographic, or that would violate any law or the rights of others, including without limitation, copyright laws.
- Use of the YRC Data Server to gain unauthorized access to, or deliberately impair the functioning of any computer system.
- Use that impedes, interferes with, impairs, damages or otherwise causes harm to the activities of the YRC Data Server, the Materials or other Yukon Research Centre systems, including but not limited to; attempts to defeat system security, distribution of computer viruses, and spamming.
- The names, “Yukon Research Centre Data Server” (YRC Data Server) and “Yukon Research Centre” (YRC) and the names, acronyms or trademarks associated with any of its other programs or laboratories may not be used in any advertising or publicity to imply an association with the Yukon Research Centre or endorsement by the Yukon Research Centre of any products, services or institutions, unless specific written permission is obtained from the Yukon Research Centre.

CONTRIBUTING TO THE YUKON RESEARCH CENTRE DATA SERVER

There are several ways to contribute to the betterment of the YRC Data Server, including but not limited to:

- Using the YRC Data Server for its intended purpose as described in this Acceptable Use Policy.
- Using the YRC Data Server to create and/or store scientific Datasets, Materials and other research information relevant to Yukon Territory. – see Data Hosting Agreement.
- Using the YRC Data Server to access embargoed Datasets and/or Materials for the purpose of scientific research. – see Restricted Access Agreement.
- Using the YRC Data Server to disseminate scientific publications relevant to Yukon.
- Including an appropriate citation crediting the source of all or any portion of the YRC Data Server that has contributed to your research – See the relevant YRC Data Server - Metadata Form for correct citation.

COPYRIGHT

The intellectual property provisions of copyright law are operative for all Datasets and Materials stored in electronic form. Unless the Dataset and Materials are clearly in the public domain or unless there is explicit release by the Data Owner, information available on the YRC Data Server or linked to the YRC Data Server via the Internet may not be copied nor distributed without permission. You bear the burden of determining the proper usage of any Dataset and/or Materials hosted on or through the YRC Data Server.

You must ensure that the appropriate citation is always clearly reproduced in any publication or analysis involving Datasets and/or Materials on the YRC Data Server in any derived form or format. Please see the YRC Data Server Metadata Form attached to the respective Dataset for information on the appropriate citation.

The rights granted constitute a license and not a transfer of title. Except as specifically agreed to in writing by YRC, YRC does not grant any express or implied right or license under any patents, copyrights, trademarks, or other intellectual property rights with respect to the YRC Data Server, or the Datasets and Materials hosted on the YRC Data Server.

Unless otherwise agreed to in writing by YRC, YRC is not obligated to provide support, consulting, training, or assistance of any kind whatsoever with regard to the use of the content, operation and/or performance of the YRC Data Server.

Any complaints about copyright use or infringement should be processed as stated under **Copyright Infringement** set forth in **Yukon College, Administrative Services – AS-22 Emergency Response – Incident Reporting**. (Available on Yukon College Website secure Forms page - <http://www1.yukoncollege.yk.ca/forms/index.php>)

LINKS

The YRC Data Server contains links to other websites that do not belong to YRC ("third-party sites"). YRC is not responsible for the content or use of any third-party site or any changes or updates thereto. No sponsorship, approval or endorsement of any product, service or information provided by the third-party site, the content of the site, or the site itself is intended or implied by YRC.

DISCLAIMER/LIMITATION OF LIABILITY

THE CONTENT ON THE YRC DATA SERVER, INCLUDING THE DATASETS AND MATERIALS, ARE PROVIDED BY YRC "AS IS." YRC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL YRC BE LIABLE FOR ANY DAMAGES OF ANY NATURE SUFFERED BY YOU, ANY DATA USER, OR ANY THIRD PARTY RESULTING IN WHOLE OR IN PART FROM YRC'S EXERCISE OF ITS RIGHTS UNDER THE TERMS OF THIS AGREEMENT. IN NO EVENT SHALL YRC BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OR DAMAGES WHATSOEVER THAT ARISE OUT OF OR IN CONNECTION WITH ACCESS TO THE YRC DATA SERVER, USE OF THE DATASET(S) OR MATERIALS HOSTED ON THE YRC DATA SERVER, AND PERFORMANCE OF OR RELIANCE ON THE YRC DATA SERVER, OR ANY SITE LINKED TO THE YRC DATA SERVER.

INDEMNIFICATION

You agree to indemnify and hold YRC, its employees, officers, trustees and affiliates, harmless from any claims, losses or damages, including legal fees, resulting from your use of the YRC Data Server or violation of the Acceptable Use Policy, and to fully cooperate in YRC's defense against any such claims.

LAWS

By visiting the YRC Data Server, you agree that the laws of the Yukon Territory will govern this Acceptable Use Policy and any dispute that might arise.

DEFINITIONS

1. **Yukon Research Centre (YRC)** – the name of the organization that owns and operates the Yukon Environmental Data Server.
2. **Yukon Research Centre Data Server (YRC Data Server)** – the name for the repository that stores and disseminates research information relevant to Yukon Territory.
3. **Dataset** – means a set of files containing both research data, and documentation.
4. **Metadata** – is information that describes a particular dataset – i.e. what type information, the geographical location, the time period for collection, the purpose for collecting the data, the embargo period, etc. – see the YRC Data Server Metadata Form.
5. **Documentation** – is any additional information about the dataset such as a codebook, technical report, or methodology that further explains the Dataset's use.
6. **Materials** – includes images, information, documents, software, data, models and services provided by the YRC Data Server, Yukon Research Centre, or any third-party.
7. **Data Owner** – is the individual or institution that holds sole rights to the Dataset or the individual duly authorized to act on behalf of the rights-holder(s) to deposit the Dataset in the YRC Data Server and authorize any Restricted Access Agreements during an embargo period.
8. **Data User** – is an individual to whom access has been granted to a Dataset during an embargo period, including his or her Associate Collaborators.
9. **Associate Collaborators** – are institutions, partners, students and staff with whom the Data User collaborates, and with whom access must be granted, in order to fulfill the Data User's intended use of the Dataset. Associate Collaborators must be specified in the Restricted Access Agreement.