

AGREEMENT

Yukon Research Centre Data Server – Restricted Access

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

The YRC Data Server contains images, information, documents, software, data, models and services (collectively, the "Materials") developed at YRC or provided by third-party sites. Some of these Materials are governed by their own specific terms of use and copyrights.

You are granted the right to use the Datasets and Materials that are not embargoed for non-commercial, non-profit research, or educational purposes only without any fee or cost and as such you are expected to use these resources in a responsible manner.

The YRC Data Server also hosts datasets that are subject to an embargo period before being released for public dissemination.

By completing this Agreement and being granted access to embargoed data, the Data User agrees to the terms and conditions set forth in this document, the **Restricted Access Agreement**.

The embargoed Dataset and Materials will be supplied to the Data User by providing a unique username/password combination for downloading the Dataset and Materials from the YRC Data Server, or by other means as YRC reasonably determines.

CONFIDENTIALITY

Any data or Materials obtained under this agreement must be kept physically safe and secure at all times, must not be stored on a file server or in any other computational domain where it could be accessed by others, and cannot be copied, except as necessary to carry out the Data User's intended use of the Dataset and Materials.

The distribution of any embargoed Datasets or Materials obtained under this agreement through sale, donation, transfer or exchange or any portion of the embargoed Datasets or Materials in any way is expressly prohibited.

Any and all individuals that are granted access to the embargoed Datasets or Materials as a result of fulfilling the Data User's intended use of the Dataset, must be identified as an Associate Collaborator. See Appendix I - List of Associate Collaborators

The Data User agrees to delete the Dataset and/or Materials, or any portion thereof, from any media on which it has been stored if YRC requires this for legal or regulatory reasons.



ASSOCIATE COLLABORATORS

All institutions, partners, students and staff with whom the Data User collaborates, and with whom access to the embargoed Dataset and Materials is required in order to fulfill the Data User's intended use of the Dataset, must be identified in Appendix I - List of Associate Collaborators.

All Associate Collaborators must have a valid purpose within the scope of this agreement to access the Dataset and Materials. The Data User agrees to ensure that Associate Collaborators comply with the terms and conditions of this Agreement, and to accept responsibility for that compliance.

PUBLICATIONS

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

The Data User agrees to provide the Yukon Research Centre with two copies of any published work or report based wholly or in part on the Dataset and/or Materials.

NO COMMERCIAL USE

The embargoed Dataset and Materials are provided to the Data User under this agreement for educational purposes only. Any use of the Dataset or Materials for commercial purposes or personal gain is expressly prohibited.

COPYRIGHT

Only the Data Owner can claim copyright ownership. Unless you are the Data Owner you cannot make any claim to copyright ownership of the Dataset or Materials obtained under this agreement. This Agreement grants access to and use of the Dataset and Materials for the purpose intended.

Nothing in this Agreement alters the copyright ownership or intellectual property rights of third party data providers. No title, ownership or other rights are conveyed by this Agreement.

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>)

TERMINATION

The Data User may terminate this Agreement at any time. If research activities cease or the Data User stops pursuing the intended purpose for which the Dataset and Materials were provided, the Yukon Research Centre must be notified promptly.

If the Data User breaches this Agreement, YRC is entitled to terminate this Agreement in addition to any other rights it may have.

Upon completion of the project or termination of this Agreement the Data User must destroy or return all original copies of the Dataset and Materials supplied by YRC and delete or destroy all copies of it from any media on which it has been stored.

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

The Data User agrees to indemnify and hold YRC, its employees, officers, trustees and affiliates, harmless from any claims, losses or damages, including legal fees, resulting from use of the YRC Data Server or violation of this Restricted Access Agreement, and to fully cooperate in YRC's defense against any such claims.

LAWS

By accepting access to the embargoed Dataset and Materials, you agree that the laws of the Yukon Territory will govern this Restricted Access Agreement 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.

SIGNATURE

Each signatory to this Agreement represents and warrants that they are duly authorized and have the right and authority to enter into this Agreement and agree to comply with the terms and conditions of this Agreement.

I, the Data User, understand that violation of any of the terms and conditions of this Agreement will constitute unethical professional practice, and may subject me to legal action under applicable statutes and regulations.

Data User Name (Please Print):

Organization:

Date: ____/____/____

Data User Signature:



APPENDIX I – ASSOCIATE COLLABORATORS

Please list all institutions, partners, students and staff who the Data User collaborate with, and with whom access to the embargoed Dataset and Materials are required in order to fulfill your intended use of the Dataset.

All Associate Collaborators must have a valid purpose within the scope of this agreement to access the Dataset and Materials.

Associate Collaborator Name (Please Print):

Organization:

Date: ___ / ___ / ___

Associate Collaborator Signature:

Associate Collaborator Name (Please Print):

Organization:

Date: ___ / ___ / ___

Associate Collaborator Signature:

Associate Collaborator Name (Please Print):

Organization:

Date: ___ / ___ / ___

Associate Collaborator Signature:

Associate Collaborator Name (Please Print):

Organization:

Date: ___ / ___ / ___

Associate Collaborator Signature:



**YUKON RESEARCH CENTRE DATA SERVER – RESTRICTED ACCESS AGREEMENT
YUKON RESEARCH CENTRE**

Associate Collaborator Name (Please Print):

Organization:

Date: ____ / ____ / ____

Associate Collaborator Signature:

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Organization:

Date: ____ / ____ / ____

Associate Collaborator Signature:

Associate Collaborator Name (Please Print):

Organization:

Date: ____ / ____ / ____

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Date: ____ / ____ / ____

Associate Collaborator Signature:
