

**AGREEMENT for ACCESS and USE of YUKON CONSERVATION DATA CENTRE DATA
(the "Agreement")**

A.) Type of data requested:

Include geographical area of interest (*if applicable*):

Include preferred product format (e.g. shapefile, electronic report):

(collectively, the "Data")

B.) Purpose for which the data are to be used (*be as specific as possible*):

Include intended method of dissemination or publication of Data:

IN CONSIDERATION for access to and use of the Data, I acknowledge and agree on behalf of myself, my employer, or the legal entity I am representing, to the following terms and conditions:

- 1.) I shall only use the Data for the purposes listed in this Agreement above.
- 2.) I shall treat the Data as confidential and not publish, release, disclose, or permit to be published, released, or disclosed the Data (in whole or in part) to third parties, except in the following circumstances: with the written consent of Government of Yukon ("YG") or as required by law. This restriction applies to all reorganizations of the Data, in whole or in part, and to integrations of the Data with information from other sources. I will ensure that access to and storage of the Data is secure and strictly controlled.
- 3.) I shall not develop or deploy or have developed or deployed an internet mapping application that uses any component of the Data without written approval of YG.
- 4.) I understand and acknowledge that the use of the Data is solely at my own risk, and I am solely responsible for confirming the accuracy, availability, exclusivity, suitability, reliability, usability, completeness or timeliness of the Data.
- 5.) I accept the Data "as is" and acknowledge that YG makes no warranties or representations (express or implied) with respect to the accuracy, availability, exclusivity, suitability, reliability, usability, completeness or timeliness of the Data, including, without limitation, implied warranties for merchantability, fitness for a particular purpose, and non-infringement. YG

reserves the right to make changes, corrections, additions and/or deletions to the Data and is under no obligation to provide me with updates.

- 6.) I agree to clearly acknowledge the source of the Data supplied by YG whenever such Data is used in any report, publication, document or public communication. Upon request by YG, I also agree to provide YG with electronic copies of all publications, reports, presentations, posters, or other documentation that arise from or are produced from the Data.
- 7.) I acknowledge and agree that YG is the sole owner of the Data, and that my use of the Data for the above purposes does not constitute or transfer ownership in the Data (in whole or in part), and that any proprietary rights to the Data shall remain with YG.
- 8.) Upon termination of this Agreement or request by YG, I shall destroy all original or copies of the Data (whether in electronic or hard copy format), excluding products generated from the Data such as reports, maps or documents.
- 9.) I, on behalf of myself, my employer, or the legal entity I am representing, **RELEASE, WAIVE AND FULLY AND FOREVER DISCHARGE** YG, and its officers, directors, elected officials, employees, agents, successors, and assigns from all claims, liabilities, obligations, and demands of any kind or nature whatsoever, arising directly or indirectly, from any act or omission of **NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY, ANY INJURY OR DEATH TO ME, DAMAGE OR LOSS to MY PROPERTY**, or any cause whatsoever related to access to or use of the Data. I accept that this release and waiver covers and includes, but is not limited to, all unknown and unforeseen claims, injuries, damages and losses, including: any loss of revenue or profit, or for direct, indirect, special, incidental, or consequential damages arising from or related to the Data; and any consequences arising directly or indirectly from access to or use of the Data.
- 10.) I, on behalf of myself, my employer, or the legal entity I am representing, shall **HOLD HARMLESS** and **FULLY INDEMNIFY** YG, and its officers, directors, elected officials, employees, agents, successors, and assigns from and against all claims, liabilities, demands, damages, losses, costs (including legal costs) and other expenses, arising directly or indirectly, from **MY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY**, or any claim whatsoever related to access to or use of the Data.
- 11.) This Agreement shall be interpreted and enforced in accordance with the laws in Yukon.
- 12.) The term of this Agreement commences with my signing of the Agreement and remains in effect until terminated in writing by YG. This Agreement can be extended or modified by mutual written consent of the parties.
- 13.) **I HAVE READ THIS AGREEMENT THOROUGHLY and UNDERSTAND THAT YG IS RELYING ON MY CONSENT TO THESE TERMS AND CONDITIONS WHEN ALLOWING ME ACCESS TO AND USE OF THE DATA.**
- 14.) **I, ACKNOWLEDGE and AGREE that ALL the terms and conditions of this Agreement are set out herein in their ENTIRETY** and that the execution of this Agreement has not been induced by, nor have I, relied upon, any representation, warranty, condition or agreement, whether written or oral, other than as expressly set out or referred to herein.

Print Name and Signature of User

Date

Affiliation: _____

Address: _____

Email: _____

Phone: _____

If university student, please provide supervisor's name and contact information:

If Contractor, please provide client name: _____

For Government of Yukon

Date

Name and position of person signing on behalf of Government of Yukon:
