



AGREEMENT

Yukon Research Centre Data Server – Data Hosting

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.

By depositing data, datasets and/or Materials in the YRC Data Server, you the Data Owner agree to the terms and conditions set forth in this Agreement, the **Data Hosting Agreement**.

DATASET OWNERSHIP

As the Data Owner, you are either the sole rights-holder or are authorized by all rights-holder(s) to deposit the Dataset in the YRC Data Server, and subject to any embargo period, making it openly available for public dissemination.

By depositing the Dataset in the YRC Data Server the Data Owner does not transfer ownership and retains the right to deposit the Dataset elsewhere in its present or future version(s).

The Data Owner warrants:

1. the content of the Dataset does not breach any law;
2. the Dataset is original and does not infringe the copyright of any other person;
3. permission has been secured from any third-party rights-holders for all records in the Dataset;
4. all obligations to sponsoring institutions or organizations regarding publication have been fulfilled;
5. an accurate description of the Dataset is provided, including the duration of an embargo period if any by completing the YRC Data Server Metadata Form for the hosted Dataset.

The Data Owner is responsible for providing an assessment of the quality (validated, raw, or published) and status (complete or ongoing) of the Dataset.

The Data Owner retains the right to be acknowledged by any individual who uses the Dataset in their academic or research communication. The Dataset will be acknowledged by quoting the citation provided on the YEDS Metadata Form.

EMBARGO PERIOD

The Data Owner exercises the right to restrict access to the Dataset by:

1. Specifying an embargo period on the YRC Data Server Metadata Form and
2. Obtaining access to the embargoed Dataset by completing a Restricted Access Agreement.

The Data Owner acknowledges that the Metadata (catalogue) information provided via the YRC Data Server Metadata Form will be made available to the public without restriction regardless of the embargo period. Access to the Dataset will be made available only to authorized Data Users during the embargo period.

The Data Owner is responsible for authorizing all requests for access to the Dataset during the embargo period and will ensure that a Restricted Access Agreement is completed, duly authorized and submitted to the Yukon Research Centre in a timely manner for each Data User authorized to access the embargoed Dataset.

REMOVAL OF THE DATASET FROM THE YRC DATA SERVER

YRC retains the right to remove the Dataset from the repository for; professional or administrative reasons, if the Dataset and/or Materials are found to violate the legal rights of any person, or if the Dataset and/or Materials are subject to complaint.

The Data Owner retains the right to remove the Dataset from the YRC Data Server at any time. Should the Dataset be removed from the YRC Data Server by YRC or the Data Owner, YRC reserves the right to retain the Metadata record in the YRC Data Server as a trace of the dataset.

PERMISSIONS GRANTED TO YUKON RESEARCH CENTRE

Yukon Research Centre agrees to host the Dataset, including Metadata and Materials on the YRC Data Server according to the terms and conditions of this Agreement.

After an embargo period (if any) YRC may distribute copies of the Dataset world-wide in electronic format via any medium for the lifetime of the YRC Data Server. Furthermore YRC may translate, copy or rearrange the Dataset to ensure its future preservation and accessibility, and may keep a copy of the Dataset for security and back-up protection unless you notify YRC that specific restrictions apply.

YRC may at any time, migrate the Dataset to another repository (subject-based, institutional or other) on condition that all Metadata and Materials are migrated with the Dataset, and that no charge will be levied by the destination repository.

YRC may incorporate Metadata and/or Materials for the Dataset into public access catalogues.

YRC is not obligated to take legal action on the Data Owner's behalf or on behalf of any other rights-holder in the event of breach of intellectual property rights or any other rights in the Dataset and/or Materials deposited.

YRC is not obligated to reproduce, transmit, broadcast or display the Dataset in the same format or software as that in which it was originally created.

DISCLAIMER

YRC does not exercise any editorial control over the content or quality of the Dataset and therefore gives no warranty as to the correctness and/or fitness of the Dataset and Materials for any purpose.

YRC accepts no responsibility for mistakes, omissions, or legal infringements within the Dataset. While every care will be taken to preserve the Dataset and Materials, YRC is not liable for loss or damage to the Dataset or Materials or any other information while it is hosted on the YRC Data Server.

LIMITATION OF LIABILITY

THE CONTENT ON THE YRC DATA SERVER, INCLUDING THE MATERIALS, IS 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 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 Yukon Research Centre, its employees, officers, trustees and affiliates, harmless from any claims, losses or damages, including legal fees, resulting from the use of YRC Data Server or violation of this Data Hosting Agreement, and to fully cooperate in YRC's defense against any such claims.

APPLICABLE LAWS

This agreement shall be governed by the laws of the Yukon Territory and shall take effect on the date of execution.



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.

SIGNATURES

Data Owner

Data Host

Yukon Research Centre

Name of Data Owner (Individual or Institution)

Name of Signatory (Host)

Address of Data Owner

Address of Host

Name of Signatory (Data Owner)

Name of Signatory (Host)

_____, / /
Signature Date (DD/MM/YY)

_____, / /
Signature Date (DD/MM/YY)