Capital Regional District
Data Use Agreement

June 2016

This agreement ("Agreement") made as of 2020-05-21

between the Capital Regional District ("CRD") and

  Hannah McSorley

(the "Requester").

WHEREAS:

A. The CRD **owns** data that it considers a valuable resource.

B. The Requester wishes to obtain a right to use the Data, as defined herein.

C. The CRD wishes to authorize the Requester's use of the Data to meet the needs of a particular project (the "Project"), on which the Requester is working and which has been approved by the CRD, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. The CRD grants the Requester a non-exclusive license to use the following data:

referred to throughout this Agreement as the "Data".

2. This Agreement is effective until the Project, known as

forWater Master's Thesis (UBC/VIU)

is completed or abandoned. The CRD reserves the right to terminate this Agreement at any time for any reason in its sole discretion

3. During the term of this Agreement, the Data remains the sole property of the CRD and the CRD retains all intellectual property rights in the Data subject only to the Requester's rights of use under this Agreement. Unless agreed to in writing by the CRD, the Requester may only use the Data for purposes authorized under this Agreement.

4. Upon termination of this Agreement for any reason, all Data in the Requester's possession must be returned to the CRD within five (5) business days, or otherwise destroyed.

5. The Requester must not:
   a) reverse engineer the Data
   b) use any component or component part of the Data outside of the scope of this Agreement
   c) grant access to or release any part of the Data to a third party without the written consent of the CRD

6. While the Data is in the possession of the Requester, it is the responsibility of the Requester to provide for physical security of the Data. Proper security and control of the Data must include:

   a) securing the area in which the Data is located, installed or used
   b) ensuring that the Data remains confidential
   c) ensuring use of the Data is granted only to authorized persons
   d) designating the persons authorized to use the Data

7. The CRD makes no representation or warranty of any kind with respect to the accuracy, completeness, or currency of the Data, or with respect to the fitness of the Data for a particular purpose.

8. The Requester shall indemnify the CRD, its elected officials, appointed officers, and employees from and against any claims, costs, losses, actions and expenses arising out of the Requester's possession or use of the Data.

9. The Requester shall not assign its rights under this Agreement or grant a sub-license to use the Data to any other person except with the written consent of the CRD, which may be withheld in the discretion of the CRD.

10. This Agreement constitutes the entire Agreement between the CRD and the Requester with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Requester.

11. This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.

Name of CRD Staff Requesting Data Use

Name: Tobi Gardner

Title: Senior Hydrologist

Department: Watershed Protection

Contact Information: tgardner@crd.bc.ca 250 474 9679

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

Representative of CRD:	Requester:
Date:	Date: 2020-05-21
Name: David Hennigan, CPA, CMA	Name: Hannah J. McSorley
Title: Senior Manager, Information Technology and GIS Services	Title: Graduate Student Researcher
Contact Information: 250.360.3141 dhennigan@crd.bc.ca	Contact Information: 250-755-6062 hmcsorley@eoas.ubc.ca hjmcsorley@gmail.com

Signature:

Signature:

Additional Contact Information:

(Please provide names and contact information for relevant Requesters and sub-Requesters that may be in contact with the CRD regarding Data provided under this Agreement)