



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Director's Office  
P.O. Box 944209  
Sacramento, CA 94244-2090  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



**DATA SHARING AGREEMENT  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW)  
AND THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS  
SANTA BARBARA CAMPUS (UCSB)  
CONCERNING THE RELEASE AND USE OF CONFIDENTIAL FISHERIES  
INFORMATION**

**WHEREAS**, Fish and Game Code Section 8022 (a) states that the receipts, reports, or other records filed with CDFW pursuant to California Fish and Game Code Section 7700 – Section 8070 are confidential.

**WHEREAS**, Fish and Game Code Section 8022 (b) states that CDFW may release these confidential data to any public or private postsecondary institution engaged in research.

**WHEREAS**, UCSB is a public postsecondary institution engaged in research.

**WHEREAS**, CDFW is willing to disclose the confidential information to UCSB, and UCSB is willing to receive the information on the terms and conditions described herein.

**NOW, THEREFORE**, CDFW and UCSB hereby agree that their interactions shall be guided by provisions of this Data Sharing Agreement (Agreement).

**1.0 Purpose**

This Agreement is entered into by and between CDFW and UCSB to establish the content, use, and protection of data needed by Dr. Christopher Free for the purpose of examining the socioeconomic impacts of California's MPA network on fishing communities statewide. Additional details regarding this work are provided in Attachment A.

**2.0 Period of Agreement**

The Agreement shall be in effect from the date of last signature and shall extend through December 31, 2023 or until completion or termination of the project work identified in Attachment A, whichever is soonest. This Agreement may be extended by consent and signature of both parties and may be terminated with thirty (30) days' notice in writing by either party.

*Conserving California's Wildlife Since 1870*

### **3.0 Definitions**

*Parties* means CDFW and UCSB.

*CDFW* includes its officers, employees, agents and any other representatives.

*UCSB* includes any individuals who are working on the research described in Attachment A, including individuals employed or contracted by, or studying at, UCSB. UCSB's authorized recipient for the Information is Christopher Free.

*Information* includes collectively any receipts, reports, or other records filed with CDFW pursuant to California Fish and Game Code §7700 - §8070, and the information contained in them, which is furnished by CDFW to UCSB pursuant to this Agreement.

### **4.0 Intended Use of Data**

UCSB agrees to use the Information from CDFW's Marine Landings Data System (MLDS), Marine Logs System (MLS), Automate License Data System (ALDS), and state onboard observer data, in addition to the federal onboard observer Information which has been provided by the National Marine Fisheries Service (NMFS), for the strict purpose as described in section 1.0.

#### **4.1 Description of Data:**

CDFW shall provide California marine commercial fisheries landings receipt data, logbook data, vessel license data, vessel permit data, state onboard observer, and federal onboard observer data as described in Attachment B. CDFW reserves the right to edit, add, delete or change any data field contained in the Attachment B as CDFW considers necessary to the functions of CDFW or as applicable to comply with federal and state laws without notice to UCSB.

If the Information is used for any purpose other than authorized under this Agreement, UCSB's further access to any CDFW confidential data may be denied, and this Agreement may be terminated immediately.

### **5.0 Data Transfer**

All data that are transferred through internal and external networks shall adhere to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 System and Communications Protection (SC) 8, *Transmission Confidentiality and Integrity*. All data that are transferred by means other than internal and external networks shall adhere to NIST SP 800-53, Media and Protections 5, *Media Transport*.

## **6.0 Constraints on Use of Data**

CDFW is the exclusive owner of the landings, logbook, registration, permit, and state onboard observer Information subject to this Agreement. NMFS is the exclusive owner of the federal onboard observation Information subject to this Agreement. UCSB will in all respects treat it as the proprietary information of CDFW or NMFS in accordance with all procedures reasonably necessary to protect CDFW's and NMFS' proprietary rights therein, consistent with the legal authorities available to UCSB. UCSB will maintain the confidentiality of the information consistent with legal authorities available to UCSB, including but not limited to the applicable California state laws. In the event that UCSB receives a formal request for the Information pursuant to the California Public Records Act (PRA) (Government Code sections 6250–6276.48) or any other applicable law, UCSB will notify CDFW at least 10 days prior to responding to the request. Pursuant to Fish and Game Code Section 8022 and Government Code sections 6254(k), 6276, and 6276.10, this Information is not a public record under the PRA and is exempt from disclosure.

**6.1** UCSB shall only use the Information for the purposes identified in section 1.0.

**6.2** UCSB shall restrict disclosure of the Information solely to those individuals studying with or working for UCSB who have a need to know such information in order to accomplish the identified purposes.

**6.3** UCSB shall advise such individuals, before they receive access to the Information, of UCSB's obligations under this Agreement. UCSB shall take steps to ensure that all such individuals shall comply with the provisions of this Agreement, including requiring: all agents (contractors) to sign a non-disclosure agreement consistent with the provisions of this Agreement; and all employees and other individuals working on the research to sign a statement affirming that they have read this Agreement and will maintain its obligations.

**6.4** Any information published or otherwise shared, outside of those receiving the information pursuant to sections 3 or 6.3 above, will only be as summaries, so as not to disclose the individual record or business of any person, and before publishing, UCSB shall provide these summaries to CDFW for its review. CDFW will review summaries in consideration of the "Rule-of-Three" thresholds to ensure confidentiality is maintained consistent with Fish and Game Code Section 8022. All records summarized for public disclosure must be the aggregate of at least three data points in each given category that identifies an individual or business, for example three individual persons with commercial fishing licenses, three individual fishing vessels, or three individual fish businesses.

**6.5** Publication of any results based upon this Information will include proper attribution to CDFW.

**6.6** The following disclaimer will be included in the data attribution:

CDFW collects data from various sources for fisheries management purposes, and data may be modified at any time to improve accuracy and as new data are acquired. CDFW may provide data upon request under a formal agreement. Data are provided as-is and in good faith, but CDFW does not endorse any particular analytical methods, interpretations, or conclusions based upon the data it provides. Unless otherwise stated, use of CDFW's data does not constitute CDFW's professional advice or formal recommendation of any given analysis. CDFW recommends users consult with CDFW prior to data use regarding known limitations of certain data sets.

**6.7** Data received under this Agreement, backups of these data, and all related materials that contain any portion of these confidential data will be removed from computer equipment after it has been used for its stated purposes.

## **7.0 Data Security**

To protect CDFW data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, UCSB shall meet or exceed industry best practices for physical security, data security, network security, and access controls, both technically and procedurally, including compliance with Federal Information Processing Standards (FIPS) Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*, and National Institute of Standards and Technology (NIST) Special Publication 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*.

UCSB will apply security patches and upgrades, and keep antivirus software up-to-date on all systems on which data may be used.

In the event that CDFW data are improperly accessed or breached, UCSB shall take measures to prevent further access to CDFW data or further breach incidents. In addition, UCSB will notify CDFW within 24 hours of discovering any unauthorized access. CDFW shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and UCSB shall cooperate in such investigations. Despite any preventive measures taken by UCSB, CDFW retains the right to terminate this Agreement consistent with section 10.0 of this Agreement.

UCSB shall be responsible for all costs incurred by CDFW due to security incident resulting from UCSB's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of data. If CDFW determines that notice to the individuals whose data has been lost or breached is appropriate, UCSB will bear any and all costs associated with the notice or any mitigation selected by CDFW. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

## **8.0 Compliance with Applicable Laws and Regulations**

The validity, construction, and performance of this Agreement are governed by the laws of the State of California.

UCSB shall comply with all applicable state and federal laws and regulations protecting the Information that is provided pursuant to this Agreement including the privacy of personal information. UCSB agrees to be bound by California law for any activities related to the scope of this agreement.

## **9.0 Amendments and Alterations to this Agreement**

This Agreement constitutes the entire agreement between CDFW and UCSB for the purpose described in Attachment A, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties for the stated purpose. CDFW and UCSB may amend this Agreement at any time, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

## **10.0 Termination of the Agreement**

This Agreement may be terminated at any time, for cause, by CDFW; may be terminated for any reason by either party with a 30-day written notice; and in any case terminates as described in section 2.0, unless extended pursuant to section 2.0 or section 9.0.

In the event this Agreement is terminated, UCSB shall return to CDFW all the Information covered by this Agreement as well as any backups and all related materials that contain any portion of the Information. Once the Information and related materials are transferred to CDFW, UCSB shall sanitize the data in accordance with NIST SP 800-53 MP-6, *Media Sanitation*. CDFW may request independent confirmation of data sanitation.

UCSB's obligations of confidentiality and restrictions on use of the Information pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

### **11.0 Dispute Resolution**

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and UCSB regarding subjects of this Agreement, it is the expectation of both UCSB and CDFW that the parties shall meet and resolve the issue through discussion and negotiation. If the Parties are unable to resolve the dispute through good faith discussions, the Parties reserve the right to seek legal remedies as appropriate.

### **12.0 Miscellaneous Provisions**

**12.1** It is expressly understood that the confidentiality of the Information is statutory in nature and cannot be waived by any act or omission of CDFW.

**12.2** This Agreement constitutes the entire understanding between CDFW and UCSB with respect to the subject and purpose described in section 1.0 and supersedes any prior or contemporaneous understandings or agreements, whether oral or written.

### **13.0 Notices**

Any notices made in connection with this Agreement shall be in writing and sent certified mail or by recognized overnight courier to the following individuals and addresses:

For CDFW:

Dr. Craig Shuman, Regional Manager  
California Department of Fish and Wildlife  
Marine Region  
1933 Cliff Drive, Suite 9  
Santa Barbara, CA 93109  
Telephone: (916) 445-6459  
E-mail: [Craig.Shuman@wildlife.ca.gov](mailto:Craig.Shuman@wildlife.ca.gov)

For UCSB:

Jenna Nakano, MTA/NDA Officer  
UCSB Office of Technology &  
Industry Alliances  
342 Lagoon Road  
Santa Barbara, CA 93106-2055  
Telephone: (805) 893-2367  
E-mail: [nakano@tia.ucsb.edu](mailto:nakano@tia.ucsb.edu)

### **14.0 Independent Capacity**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

University of California, Santa Barbara (UCSB)

Page 7

**SIGNATURE PAGE**

This Agreement may be executed through original signature or digital signature. Execution in original signature may be provided in counterparts, with each Party signing a copy of this Signature Page, each of which is an original and all of which taken together form one completely executed document. Original signature that are transmitted via facsimile or email (e.g. PDF or similar file types) are valid. Digital signature is the preferred signature format. Any digital signature will be completed through a CDFW-initiated DocuSign process, with all signature completed within a single envelope. In signing, the signatories attest they are each duly authorized to execute this agreement.

DocuSigned by:



40BCCB3DEE9340B...

DATE: 8/24/2022

Chad Dibble, Deputy Director  
Wildlife and Fisheries Division  
California Department of Fish and Wildlife  
P O Box 944209  
Sacramento, CA 94244-2090

DocuSigned by:



0BC1DF6A5A794DA...

DATE: 8/22/2022

Stephen Adams, Chief Information Officer  
Data and Technology Division  
California Department of Fish and Wildlife  
P.O. Box 944209  
Sacramento, California 94244-2090

DocuSigned by:



4F5EE9DA1560433...

DATE: 8/22/2022

Jenna Nakano, MTA/NDA Officer  
UCSB Office of Technology & Industry Alliances  
342 Lagoon Road  
Santa Barbara, CA 93106-2055

Read and Acknowledged:

DocuSigned by:



B193809688634AF...

DATE: 8/22/2022

Authorized Data Recipient  
Christopher Free  
University of California, Santa Barbara  
1623 Garden Street, Apt 7  
Santa Barbara, CA 93101

## **Attachment A**

### **Project Description**

The requested data would be used by an NCEAS SNAPP Working Group that has been tasked by CDFW and OPC to lead the Decadal Review of California's MPA Network. One of our objectives is to examine the socioeconomic impacts of California's MPA network on fishing communities statewide. The data would be used to examine changes in fisher behavior before and after the implementation of the MPA network and to examine the contribution of areas adjacent to MPAs to fisheries landings and profits. We would also be examining the equity of MPA impacts so would be looking at whether the benefits or burdens of MPAs are equally distributed among different subsets of the fleet, defined by port, permit type, gear type, etc. The results of the analysis would get presented in a scientific paper and would always get presented in summaries consistent with the rule of three.

### **Time Line**

This project will conclude on December 31, 2023.



**Attachment B****COMMERCIAL FISHING DATA  
FILE LAYOUT  
CDFW & UCSB**

<b>General Description</b>	Commercial landings and revenues data, vessel registration and permit data, logbook data, and federal gillnet vessel observer data (NMFS shared data) in California 2000 – 2020. State gillnet vessel onboard observer data (CDFW data) 1983-1989
<b>1. Observation Requested</b>	i. Marine Landings Data System (MLDS) landings records 2000 – 2020 ii. Marine Logs System (MLS) logbook records 2000 – 2020 iii. Automated License Data System (ALDS) vessel permit records 2000-2020 iv. State gillnet onboard observation data 1983 - 1989 v. Federal gillnet onboard vessel observer data, 2000 2020
<b>2. Delivery Timeline Request</b>	As soon as possible
<b>Process:</b>	Various
<b>File Name:</b>	To be determined
<b>Format:</b>	To be determined
<b>Data Field Provided</b>	i. Marine Landings Data System (MLDS) data <b>Landing Receipt Data Extract:</b> Landing Date Serial Number Fish License Number (CFL) Vessel ID State Permit ID Groundfish Permit ID Port ID Port Name Block ID Fish Business ID Species ID Species Name Pounds Unit Price Total Value Primary Gear ID Primary Gear Name Gear ID Gear Name Condition ID Condition Name Use ID Use Name

## ii. Marine Logs System (MLS) data

**Lobster Log:**

LogDateString  
SerialNumber  
VesselID  
VesselName  
FisherLicenseID  
FisherLastName  
FisherFirstInitial  
Block  
Depth  
LegalsRetained  
ShortsReleased  
TrapsPulled  
MultiDayReceived  
NumTrapsDeployed  
LandingReceipt  
CrewMemberID  
TrapLocation  
LatitudeDec  
LongitudeDec  
NightsInWater

**Dive Log:**

LogGroupMonth  
LogGroupYear  
LogSerialNum  
Vessel  
PermiteelID  
PermitteeName  
LogDateString  
DiveNumber  
CDFWBlock  
Position  
LatitudeDec  
LongitudeDec  
Landmark  
MniDepthFeet  
MaxDepthFeet  
DiverHours  
PortCode  
DealerName  
Remarks  
DiveSpeciesPounds  
LandingReceiptNumber

**CPFV Log:**

LogMonth  
LogDay  
LogYear

LogDate
LogDateFlag
DateReceived
DateReceivedFlag
NoActivityMonth
SerialNumber
SerialNumberFlag
VesselID
VesselIDFlag
VesselName
PortCode
PortCodeFlag
TargetSpeciesLingcod
TargetSpeciesOther
TargetSpeciesRockfishes
TargetSpeciesSalmon
TargetSpeciesSharks
TargetSpeciesStripedBass
TargetSpeciesSturgeon
TargetSpeciesTuna
TargetSpeciesPotluck
TargetSpeciesMiscCoastal
TargetSpeciesMiscOffshore
TargetSpeciesMiscBay
DateSubmitted
FishingMethodTrolling
FishingMethodMooching
FishingMethodAnchored
FishingMethodDrifting
FishingMethodDiving
FishingMethodLightTackle
FishingMethodOther
BaitUsedAnchoviesLive
BaitUsedAnchoviesDead
BaitUsedSardinesLive
BaitUsedSardinesDead
BaitUsedSquidLive
BaitUsedSquidDead
BaitUsedOtherLive
BaitUsedOtherDead
TripType
TripTypeFlag
NonPaying
BirdInteraction
BirdInteractionFlag
DescendingDevice
DescendingDeviceFlag
Block
BlockFlag

DepartureTime  
DepartureTimeFlag  
ReturnTime  
ReturnTimeFlag  
HoursMinutesFished  
HoursFished  
HrsMinutesFishedFlag  
NumberOfFishers  
NumberOfFishersFlag  
Depth  
Temerature  
TemeratureFlag  
SpeciesCode  
SpeciesFlag  
Species  
NumberKept  
NumberKeptFlag  
NumberReleased  
NumberReleasedFlag  
NumberLostToSeaLions  
NumberLostToSeaLionsFlag  
NumberOfCrewFished  
OperatorName  
NumberOfFishCaughtByCrew

**Trawl Log:**

Serial Number  
VesselID  
FederalDocNumber  
VesselName  
CrewSize  
DepartureDate  
DepartureTime  
ReturnDateString  
ReturnTime  
DeparturePortCode  
ReturnPortCode  
TowMonth  
TowDay  
TowYear  
TowNumber  
TowHours  
SetTime  
SetLatitude  
SetLongitude  
UpTime  
UpLatitude  
UpLongitude  
AverageDepth

NetType  
 TargetStrateg  
 Pounds  
 ConvertedPounds  
 SpeciesCode  
 PacFINSpeciesCode  
 Revenue  
 Region  
 Block  
 IsEFPTrip  
 IsObservedTrip  
 LandingReceipt  
 LandingDate  
 Comments

**Gillnet Log:**

Current\_Name  
 BoatNo  
 Vessel\_Num  
 Permit  
 Fishing\_Date  
 Tarspc  
 Drift\_Set  
 FG\_Blocks  
 Depths  
 Net\_Length  
 Mesh\_Size  
 Bouy\_Line\_Depth  
 Hours\_Net\_Soaked  
 Common\_Name  
 Status  
 NoCatch  
 Weights  
 Predator

iii. Automated License Data System (ALDS) data

**Commercial Fish Business License data:**

FishBusinessID  
 FBUSLic  
 IssueYear  
 DBA  
 County  
 StreetZip  
 PlantStreetZip  
 RegIssuedate  
 RegIssueOffice  
 CFLIssueOffice  
 PlantNumber  
 OutofBusinessDate

**Commercial Fishing Permit/License data:**

StreetZip

County  
 FishLicense  
 CFLIssueDate  
 PermitName  
 PermitIssueDate  
 PermitIssueOffice  
 CFLYear  
 CFLIssueOffice

**Commercial Vessel Registration and Permit data:**

Vessel Name  
 Vessel ID  
 Registration Issue Date  
 Registration Issue Office  
 License Status  
 Effective Date  
 CF/DOC  
 Year Registered  
 Home Port  
 Tonnage  
 Horsepower  
 Beam  
 Length  
 Passengers  
 Year Built  
 Vessel Permit  
 Permit Issue Date  
 Permit Issue Office

iv. State gillnet observer data

**GNS8389 Table:**

Date  
 FGNo  
 SetNo  
 Complete  
 OType  
 DPort  
 LPort  
 TSpec  
 Lat  
 Long  
 DFS  
 Area  
 NOrient  
 Environ  
 BDepth  
 PTime  
 SetDur  
 NType  
 NMat  
 NLen

NDepth  
MSize1  
MSize2  
HLength  
HRatio  
SLength  
ELength  
Sampler  
C Link  
M Link

**GNM8389 Table:**

Date  
FGNo  
SetNo  
Species  
Length  
AltLen  
Sex  
Mat  
Disp  
C Link  
S Link

**GNC8389 Table:**

Date  
FGNo  
SetNo  
Species  
TCat  
DDead  
DLive  
NoDam  
NoKept  
NoKepSL  
NoSold  
M file link  
S file link

**Species Codes 2009 Table:**

EXSP  
Common Name  
Scientific Name  
EXSP text  
PACFIN code

v. Federal NMFS' gillnet onboard vessel observer data

**Obs\_SetNet\_Catch Table:**

Observer\_Trip\_Number  
Set\_Number  
Catch\_Species\_Code

Species\_Common\_Name  
 Total\_Catch\_Count  
 Total\_Kept\_Count  
 Returned\_Alive\_Count  
 Returned\_Dead\_Count  
 Returned\_Unknown\_Count  
 Was\_Damaged\_By\_Marine\_Mammals  
 Damage\_By\_Marine\_Mammals\_Count  
 Damage\_Total\_Count  
 Condition\_Code  
 Condition\_Description  
 Sex  
 Was\_Tag\_Present

**Obs\_SetNet\_MeasurementTable:**

Observer\_Trip\_Number  
 Set\_Number  
 Catch\_Species\_Code  
 Species\_Common\_Name  
 Disposition  
 Condition  
 Measurement  
 Measurement\_Units

**Obs\_SetNet\_Tripset Table:**

Yr (year)  
 Observer\_Trip\_Number  
 Departure\_Port\_Name  
 Return\_Port\_Name  
 Haul\_Date  
 Set\_Number  
 Soak\_Time\_Hrs  
 Percent\_Observed  
 Primary\_Target\_Species\_Code  
 Primary\_Targe\_Species\_Name  
 Secondary\_Target\_Species\_Code  
 Secondary\_Targe\_Species\_Name  
 Begin\_Haul\_Date\_Time  
 Begin\_Haul\_Position\_Code  
 Begin\_Haul\_Latitude  
 Begin\_Haul\_Longitude  
 Begin Haul Depth  
 Set\_Net\_Percent\_Described  
 Set\_Net\_Hanging\_Length\_Inches  
 Set\_Net\_Suspender\_Length\_Inches  
 Set\_Net\_Extender\_Length\_Feet  
 Set\_Net\_Percent\_Slack  
 Set\_Net\_Number\_Of\_Meshes\_Hanging  
 Set\_Net\_Material\_Strength\_Lbs  
 Set\_Net\_Mesh\_Panel\_Length\_Fathoms  
 Set\_Net\_Net\_Depth\_In\_Mesh\_Number  
 Set\_Net\_Net\_Hanging\_Line\_Mat\_Code



	Set_Net_Net_Material_Code
	Set_Net_Net_Mat_Strength_Unit_Code
	Float_Net_Percent_Described
	Float_Net_Hanging_Length_Inches
	Float_Net_Extender_Lenth_Feet
	Float_Net_Percent_Slack
	Float_Net_Number_Of_Meshes_Hanging
	Float_Net_Material_Strength_Lbs
	Float_Net_Mesh_Panel_Length_Fathoms
	Float_Net_Net_Depth_In_Mesh_Number
	Float_Net_Net_Hanging_Line_Mat_Code
	Float_Net_Net_Material_Code
	Float_Net_Net_Mat_Strength_Unit_Code

**Per Federal Information Processing Standards Publication 199, these data have the FIPS Classification = {(confidentiality, high), (integrity, moderate), (availability, low)}.**

**Certificate Of Completion**

Envelope Id: CE26AEA806DD41A39ED3310A0F0CBB81

Status: Completed

Subject: Please DocuSign- CDFW &amp; UCSB Data Sharing Agreement

Use Case ID:

Source Envelope:

Document Pages: 17

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Maxey, Samara

AutoNav: Enabled

1700 9th Street

Enveloped Stamping: Enabled

12th Floor

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Sacramento, CA 95811

Samara.Maxey@wildlife.ca.gov

IP Address: 64.207.219.72

**Record Tracking**

Status: Original

Holder: Maxey, Samara

Location: DocuSign

8/22/2022 1:00:11 PM

Samara.Maxey@wildlife.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: California Department of Fish and Wildlife

Location: DocuSign

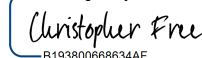
**Signer Events**

Christopher Free

cfree@ucsb.edu

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



B193800668634AF...

**Timestamp**

Sent: 8/22/2022 1:25:17 PM

Viewed: 8/22/2022 1:31:35 PM

Signed: 8/22/2022 1:31:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 128.111.89.71

**Electronic Record and Signature Disclosure:**

Accepted: 8/22/2022 1:31:35 PM

ID: 7549a506-8d20-457a-be18-d3f3aa0c19f9

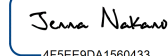
Jenna Nakano

nakano@tia.ucsb.edu

MTA/NDA Officer

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



4F5EE9DA1560433...

Sent: 8/22/2022 1:31:49 PM

Viewed: 8/22/2022 1:44:53 PM

Signed: 8/22/2022 1:49:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 128.111.54.176

**Electronic Record and Signature Disclosure:**

Accepted: 8/22/2022 1:44:53 PM

ID: a50cdce2-a8bc-43f5-81d4-9dfbf45f88ac

Stephen Adams

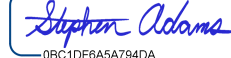
Stephen.Adams@wildlife.ca.gov

IT Operations Branch, Chief

California Department of Fish and Wildlife

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



0BC1DF6A5A794DA...

Sent: 8/22/2022 1:49:34 PM

Viewed: 8/22/2022 3:09:43 PM

Signed: 8/22/2022 3:12:16 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 134.186.51.126

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Chad Dibble

chad.dibble@wildlife.ca.gov

Deputy Director

California Department of Fish and Wildlife

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



40BCCD3DEE9340B...

Sent: 8/22/2022 3:12:18 PM

Viewed: 8/24/2022 9:31:11 AM

Signed: 8/24/2022 9:31:17 AM

Signature Adoption: Pre-selected Style

Using IP Address: 134.186.51.126

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Paulo Serpa Paulo.Serpa@Wildlife.ca.gov 01 California Department of Fish and Wildlife Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/22/2022 1:25:16 PM
Paulo Serpa Paulo.Serpa@Wildlife.ca.gov 01 California Department of Fish and Wildlife Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/24/2022 9:31:19 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2022 1:25:16 PM
Certified Delivered	Security Checked	8/24/2022 9:31:11 AM
Signing Complete	Security Checked	8/24/2022 9:31:17 AM
Completed	Security Checked	8/24/2022 9:31:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California Department of Fish and Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact California Department of Fish and Wildlife:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov)

### **To advise California Department of Fish and Wildlife of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from California Department of Fish and Wildlife**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with California Department of Fish and Wildlife**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [privacy@wildlife.ca.gov](mailto:privacy@wildlife.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.