DATA SHARING AGREEMENT

BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

AND

UNIVERSITY OF CALIFORNIA - SANTA BARBARA

This Data Sharing Agreement (Agreement) is made and entered into by and between the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW," and UNIVERSITY OF CALIFORNIA - SANTA BARBARA, hereinafter referred to as "Recipient."

PURPOSE OF THE AGREEMENT
The purpose of this Agreement is:

Dr. Christopher Free, an Assistant Researcher at the University of California Santa Barbara Marine Science Institute (the Recipient), is requesting access to WDFW data to aid in the development of a mathematical model of WA coastal crab populations. The model will incorporate oceanographic conditions and their impact on specific crab life stages. This project is of high management interest to WDFW and addresses an outstanding need for improved estimation of Dungeness crab abundance along the Washington coast.

DEFINITIONS

"Agreement" means this Data Sharing Agreement, including all documents attached or incorporated by reference.

"Data Backup" refers to the duplication or archiving of data for the purpose of being able to restore them in case of data loss.

"Data Encryption" refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

"Data Storage" refers to the state data is in when at rest. Data shall be stored on secured environments.

"Data Transmission" refers to the methods and technologies to be used to move a copy of WDFW Data between systems, networks, and/or workstations.

"Disclosure" means to permit access to or release, transfer, or other communication of WDFW Data provided under this Agreement by any means including oral, written, or electronic means, to any party except the Recipient and its authorized users.

"RCW" means the Revised Code of Washington.

"WDFW Data" means data provided by WDFW, whether that data originated in WDFW or in another entity.

PERIOD OF AGREEMENT

This Agreement shall begin on October 15, 2023 or date of execution, whichever is later, and end on October 15, 2025, unless terminated sooner or extended as provided herein.

DATA TO BE SHARED

The following WDFW Data will be shared with the Recipient under the terms of this Agreement:

The Recipient has requested access to WA commercial Dungeness Crab license holder information, coastal commercial logbook data (2009-present), and landing receipts (fish tickets, 1980-present).

AUTHORITY

The signatories to this Agreement represent that they have the authority to enter into and bind their respective organizations to this Agreement.

DATA CLASSIFICATION

The classification of the WDFW Data shared is:

Category 3 - Confidential Information: Confidential information is information that is specifically protected from disclosure by law.

ACCESS METHOD

The access method(s) for the WDFW Data is:

Secure File Transfer Protocol - WDFW shall transmit the WDFW Data to the Recipient using a SFTP service with login and hardened password security. WDFW shall create an account for the Recipient if an account does not already exist.

AUTHORIZED USERS

The Recipient's authorized users of WDFW data provided under this agreement are:

Christopher Free

Access to WDFW Data may only be shared with the authorized users listed above. The Recipient will ensure that all authorized users are familiar with and comply with the terms of this Agreement.

PERMITTED USE OF DATA

WDFW Data provided The Recipient will use and access WDFW Data provided under this Agreement only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The Recipient will not duplicate or re-disclose WDFW Data to a third party without the prior written permission of WDFW.

PROTECTION OF DATA

The Recipient will take due care to protect WDFW Data from unauthorized physical and electronic access as described in this Agreement; and to ensure the Recipient is in compliance with all appropriate federal laws and applicable provisions of the State of Washington Office of the Chief Information Officer (OCIO) Policy 141.10 security standards.

Additional Data Handling Requirements:

Secure password - The Recipient will protect electronic data with a secure password to prevent unintended or inadvertent disclosure.

Encryption at Rest - The Recipient will ensure that the data is Encrypted at Rest using an industry standard encryption method such as bitlocker or cloud server virtual machine encryption.

Prohibition on Portable Devices/Media - The Recipient will not store any WDFW Data on portable electronic devices or media.

Secure Area - The Recipient will store WDFW Data in an area that is safe from access by unauthorized persons.

DISPOSITION OF DATA

Upon termination of this Agreement, the Recipient shall ensure that all WDFW Data as described herein, is removed and destroyed in a secure manner. WDFW Data received under this Agreement will be removed from computer equipment after it has been used for its stated purposes by using a utility for securely overwriting the data or physically destroying the media in such a way that data cannot be recovered. The Recipient shall certify in writing within ten business days of termination of this Agreement that all copies of WDFW Data stored on Recipient servers, backup servers, backup media, or other media including paper copies have been permanently erased or destroyed.

DATA BACKUP REQUIREMENTS

Any data backups conducted by the Recipient of WDFW Data are subject to the requirements to protect WDFW Data as detailed in the PROTECTION OF DATA section above.

SECURITY BREACHES

The Recipient acknowledges the legal obligation set out in RCW 19.255.010 and RCW 42.56.590 to provide notification of security breaches that may have released personal information of Washington State residents. The Recipient agrees that in the event of any breach or compromise of the security, confidentiality, or integrity of WDFW Data where personal information provided by WDFW was, or is reasonably believed to have been, acquired and/or accessed by an unauthorized person, the Recipient shall notify WDFW of the breach of the security system containing such data within twenty-four (24) hours, comply with all notification actions, and/or assist WDFW with all notification actions required by WDFW policy and the law.

INSURANCE

The Recipient will procure and maintain for the duration of this Agreement Cyber Liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with WDFW Data provided to the Recipient hereunder; with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Recipient in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. For any claims related to this Agreement, the Recipient's insurance coverage shall be the primary insurance coverage. The Recipient hereby grants to WDFW a waiver of any right to subrogation which any insurer of the Recipient may acquire against WDFW by virtue of the payment of any loss under such

insurance. The Recipient shall furnish WDFW with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause.

GENERAL TERMS AND CONDITIONS

Amendments - This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Assignment - Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of WDFW.

Agreement Management - The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement:

The Program Manager for WDFW is: **Matthew George, (360) 6401066, Matthew.George@dfw.wa.gov**

The Program Manager for the Recipient is: **Christopher Free, (610) 9994732, cfree@ucsb.edu**

Indemnification - The Recipient hereby agrees to defend, indemnify, and hold harmless WDFW, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of WDFW Data obtained by the Recipient under this Agreement.

Termination - Either party may terminate this Agreement with thirty (30) days' written notice to the other party's Program Manager named above. In case of termination, any and all WDFW Data provided under this Agreement shall either be immediately returned to WDFW or immediately destroyed by the Recipient as described in the DISPOSITION OF DATA section.   The Recipient accepts full responsibility and liability for any violations of this Agreement by the Recipient or any officer, employee, or agent of the Recipient; and any such violation shall result in immediate termination by WDFW of this Agreement and immediate forfeiture to WDFW of WDFW Data in any form held by the Recipient or any officer, employee, or agent of the Recipient. In such event, the Recipient shall be liable for damages as authorized by law.

Waiver - No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

<u>Warrantees</u> - WDFW makes no warranties as to accuracy of WDFW Data, and is not responsible for any loss or damage to Recipient resulting from receiving WDFW Data under this Agreement. By entering into this Agreement the Recipient hereby waives any and all claims against WDFW for any losses or damages arising out of this Agreement. Additionally, the Recipient acknowledges that WDFW is not providing WDFW Data under this Agreement as a response to a public record request by the Recipient under the Public Records Act.

ALL WRITINGS CONTAINED HEREIN
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

Matthew Oram
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Signature

UNIVERSITY OF CALIFORNIA - SANTA BARBARA

DocuSigned by:

Christopher Free
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Signature

CIO   11/13/2023 | 2:51 PM PST
                                              Assistant Researcher   11/7/2023 | 7:33 AM PST
Title   Date   Title   Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/28/2018